

Connecticut Green Bank Solar Power Purchase Agreement ("PPA"), Solar Roof Lease and Solar Loan – Terms and Conditions

1.1. Eligible Contractors

Eligible Contractors are companies (including any related entities thereof) that have demonstrated capabilities to develop, design, construct, install, interconnect, operate and maintain commercial PV systems and have been approved through the process outlined in this document to access financing through the Green Bank Solar PPA, Solar Roof Lease, and Solar Loan.

1.2. How to Qualify as an Eligible Contractor

Eligible Contractors must satisfy the following criteria:

- a) Satisfy the requirements of the application below;
- b) Been in business for at least three (3) years at the time of application;
- c) Been responsible for the coordination, construction and installation of at least three (3) commercial scale PV systems within the last 18 months, each with a capacity greater than or equal to 50 kW (STC) and with a history of satisfactory functioning and performance;
- d) Be in good standing with Green Bank and any applicable capital provider partners.

Contractors that do not meet the above criteria may still be considered (unless they are not in good standing with Green Bank or any applicable capital provider partners) based on their experience and credentials in the commercial solar business. Green Bank reserves the right to conduct multiple inspections of PV systems, during and after installation, if a contractor does not meet criteria 1.2. a) to c) or at Green Bank discretion. This will apply to the first three PV systems installed, or more at Green Bank discretion, by the contractor using the Green Bank Solar PPA, Solar Roof Lease and Solar Loan and the findings of the inspections will inform whether the contractor is in good standing with Green Bank and its capital provider partners, if applicable.

1.3. Qualification process

- a) Complete the form at: [link](#)
- b) Follow the instructions provided in the form to submit the supporting documentation referenced in the form. If problems are encountered, please e-mail: solarassetmanagement@ctgreenbank.com

- c) Green Bank will review applications for completeness and may contact the applicant for further information. For example, if a customer reference is unresponsive to Green Bank, a supplemental customer reference may be requested.
- d) Green Bank will endeavor to notify the applicant of the outcome of the application within 10¹ business days of receipt of all documentation.

1.4. Maintaining Eligible Status

Contractors that successfully complete the application process and are qualified by the Green Bank for Green Bank Commercial Solar PPA, Solar Roof Lease and Solar Loan will have their status as an Eligible Contractor reviewed on an annual basis or at Green Bank's discretion.

Eligible Contractors acknowledge and accept that, to retain eligible status, they must:

- Be in good standing with Green Bank, any applicable capital provider partners and any other applicable Green Bank programs;
- Retain one permanent staff member or engage a subcontractor who holds an E-1 Electricians License;
- Retain one permanent staff member who is NABCEP certified;
- Maintain insurance that meets the requirements per **Exhibit A** (for Commercial Solar PPA and Roof Lease projects) and per **Exhibit B** (for Solar Loan projects) and provide evidence of that insurance coverage to Green Bank on an annual basis;
- If requested, submit a copy of most recently prepared financial statements; and
- On a yearly basis, have at least one approved Commercial Solar PPA, Solar Roof Lease or Solar Loan project (which may be waived in Green Bank's discretion depending upon various circumstances the Green Bank may consider, including the contractor's participation in contractor training workshops hosted by Green Bank).

1.5. Contractor Marketing & Co-Branding

Contractors that have successfully completed the application process and are qualified by the Green Bank for Green Bank Commercial Solar PPA, Solar Roof Lease and Solar Loan, and who maintain their status as an Eligible Contractor in accordance with the requirements outlined in Section 1.4 Maintaining Eligible Status, will be permitted to market their participation in the program and co-brand with the Connecticut Green Bank pursuant to the "Terms & Conditions for Cobranding through Connecticut Green Bank Contractor Network for Eligible & Registered Contractors" and any other guidelines outlined at: www.ctgreenbank.com/cobranding/

¹ In some circumstances, for example in the case of unresponsive customer references, more than 10 business days may be required. Green Bank will inform the applicant of the causes of any delays.

Questions about the Green Bank Commercial Solar PPA, Solar Roof Lease and Solar Loan should be directed to:

Commercial Solar PPA, Solar Roof Lease and Solar Loan
75 Charter Oak Ave, Suite 1-103
Hartford, CT 06106
Telephone: 860.563.0015
E-mail: solarassetmanagement@ctgreenbank.com

Exhibit A

INSURANCE CERTIFICATION TABLE – PPA AND LEASE PROJECTS

<p>Commercial General Liability (CGL)</p>	<p>Minimum limits of \$1,000,000 per occurrence/ \$2,000,000 aggregate bodily injury/property damage or the full per occurrence and aggregate limits of the policy, whichever is greater, on policy form ISO CG 00 01 or equivalent acceptable to and approved by Green Bank. Policy deductibles shall be \$25,000 or less per occurrence and payment of such deductibles shall be the responsibility of the contractor.</p> <p>CEFIA Holdings LLC must be named as “Additional Insured” on your CGL policy with ISO endorsement CG 20 38 04 13 <i>and</i> ISO endorsement CG 20 37 or equivalent acceptable to and approved by Green Bank. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.</p> <p>All coverage provided under this section must be primary and noncontributory as provided by ISO endorsement CG 20 01 04 13 or equivalent acceptable to and approved by Green Bank. The Aggregate limit must apply on a “per project” or “per location” basis.</p> <p>Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.</p>
<p>Automobile Liability</p>	<p>\$1,000,000 per accident for bodily injury/property damage, including hired & non-owned vehicles</p>
<p>Workers' Compensation</p>	<p>Statutory</p>
<p>Employers Liability</p>	<p>\$1,000,000 each accident</p>
<p>Umbrella Liability</p>	<p>\$5,000,000 Excess over underlying limits described above. Umbrella/excess liability policies must follow form with underlying policies described above.</p>
<p>Professional Liability²</p>	<ul style="list-style-type: none"> • \$1,000,000 per occurrence/ \$1,000,000 aggregate • Deductible shall be \$50,000 or less

² If Professional Liability coverage is not held by the applicant, Green Bank requires that any subcontractor of the applicant that is responsible for design, or providing stamped engineering drawings, holds professional liability insurance that meets the requirements in this Exhibit A.

<p>Builder's Risk Insurance</p>	<ul style="list-style-type: none"> • Contractor shall maintain "Builder's All Risk" insurance or equivalent (such as installation floater or inland marine) providing "All-Risk" physical damage for full replacement cost of the system(s), project(s), and any personal property. • The policy shall insure property to be installed including while in transit, at off-site storage, on-site awaiting installation and after installation until job completion and acceptance by owner. • Deductibles shall be limited to \$10,000 or less and claims shall be paid on a Replacement Cost basis without deduction for depreciation or the presence of coinsurance. • Coverage shall be maintained until Green Bank's operational property policy is placed and such coverage shall name CEFIA Holdings, LLC as Additional Insured and Loss Payee.
<p>Waiver of Subrogation</p>	<p>All policies above shall provide for a waiver of all rights of subrogation which the Contractor or its subcontractors might exercise against CEFIA Holdings, LLC</p>
<p>Insurer Ratings</p>	<p>All insurance referred to above to be carried by Contractor shall be maintained by Contractor at its sole expense, with insurance carriers qualified to do business in the state in which the project is located and maintain a rating of not less than A- V from A.M. Best & Co., unless Green Bank, in writing, in its sole discretion, accepts a lower Best's rating.</p>
<p>Notice of Cancellation</p>	<p>Contractor shall immediately notify CEFIA Holdings, LLC in writing upon receipt by Contractor, or its insurance broker or agent, of any notice of cancellation, non-renewal or rescission of any policy required above.</p>
<p>Evidence of Insurance</p>	<p>Prior to commencing work, the Contractor shall deliver to Green Bank a Certificate of Liability (Acord 25 or its equivalent) for all liability related coverages as detailed above and an Evidence of Property Insurance (Acord 27 or equivalent) relating to the Builders Risk coverage detailed above. Upon request from Green Bank, Contractor shall also provide complete policy copies and endorsements of all of the insurance policies detailed above.</p>

Exhibit B

INSURANCE CERTIFICATION TABLE – SOLAR LOAN PROJECTS

<p>Commercial General Liability (CGL)</p>	<p>Minimum limits of \$1,000,000 per occurrence/ \$2,000,000 aggregate bodily injury/property damage or the full per occurrence and aggregate limits of the policy, whichever is greater, on policy form ISO CG 00 01 or equivalent acceptable to and approved by System Owner and Green Bank. Policy deductibles shall be \$25,000 or less per occurrence and payment of such deductibles shall be the responsibility of the contractor.</p> <p>System Owner must be named as “Additional Insured”, with CEFIA Holdings LLC named as second “Additional Insured” on your CGL policy with ISO endorsement CG 20 38 04 13 <i>and</i> ISO endorsement CG 20 37 or equivalent acceptable to and approved by System Owner and Green Bank. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.</p> <p>All coverage provided under this section must be primary and noncontributory as provided by ISO endorsement CG 20 01 04 13 or equivalent acceptable to and approved by System Owner and Green Bank. The Aggregate limit must apply on a “per project” or “per location” basis.</p> <p>Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.</p>
<p>Automobile Liability</p>	<p>\$1,000,000 per accident for bodily injury/property damage, including hired & non-owned vehicles</p>
<p>Workers' Compensation</p>	<p>Statutory</p>
<p>Employers Liability</p>	<p>\$1,000,000 each accident</p>
<p>Umbrella Liability</p>	<p>\$5,000,000 Excess over underlying limits described above. Umbrella/excess liability policies must follow form with underlying policies described above.</p>
<p>Professional Liability³</p>	<ul style="list-style-type: none"> • \$1,000,000 per occurrence/ \$1,000,000 aggregate • Deductible shall be \$50,000 or less

³ If Professional Liability coverage is not held by the applicant, Green Bank requires that any subcontractor of the applicant that is responsible for design, or providing stamped engineering drawings, holds professional liability insurance that meets the requirements in this Exhibit B.

<p>Property Insurance</p>	<ul style="list-style-type: none"> • Contractor shall maintain property insurance or equivalent in the form of an installation floater or acceptable equivalent providing “All-Risk” physical damage for full replacement cost of the system(s), project(s), equipment and any personal property. • The policy shall insure property to be installed including while in transit, at off-site storage, on-site awaiting installation and after installation until job completion and acceptance by System Owner. • The policy shall name CEFIA Holdings, LLC as Additional Insured and Lenders Loss Payee with ISO Form CP 12 18 10 12, Loss Payable Provisions, Clause C.2. or equivalent acceptable to Green Bank. • Deductibles shall be limited to \$10,000 or less and claims shall be paid on a Replacement Cost basis without deduction for depreciation or the presence of coinsurance. • Coverage shall be maintained until System Owner’s operational property policy is placed.
<p>Waiver of Subrogation</p>	<p>All policies above shall provide for a waiver of all rights of subrogation which the Contractor or its subcontractors might exercise against System Owner and CEFIA Holdings, LLC</p>
<p>Insurer Ratings</p>	<p>All insurance referred to above to be carried by Contractor shall be maintained by Contractor at its sole expense, with insurance carriers qualified to do business in the state in which the project is located and maintain a rating of not less than A- V from A.M. Best & Co., unless System Owner and Green Bank, in writing, in their discretion, accept a lower Best’s rating.</p>
<p>Notice of Cancellation</p>	<p>Contractor shall immediately notify System Owner and Green Bank in writing upon receipt by Contractor, or its insurance broker or agent, of any notice of cancellation, non-renewal or rescission of any policy required above.</p>
<p>Evidence of Insurance</p>	<p>Prior to commencing work, the Contractor shall deliver to System Owner and Green Bank a Certificate of Liability (Acord 25 or its equivalent) for all liability related coverages as detailed above and an Evidence of Property Insurance (Acord 27 or equivalent) relating to the property coverage detailed above. Upon request from System Owner or Green Bank, Contractor shall also provide complete policy copies and endorsements of all of the insurance policies detailed above.</p>