

Exhibit F
PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) IS MADE EFFECTIVE AS OF APRIL 24, 2024 (THE “EFFECTIVE DATE”) BETWEEN [CEFIA HOLDINGS LLC], WITH OFFICES AT 75 CHARTER OAK AVENUE, SUITE 1-103, HARTFORD, CT 06106, A CONNECTICUT LIMITED LIABILITY COMPANY (“CLIENT”) AND [EPC CONTRACTOR], A [CONNECTICUT LIMITED LIABILITY COMPANY] WITH OFFICES AT [ADDRESS] (“EPC CONTRACTOR”) (EACH, A “PARTY” AND TOGETHER, THE “PARTIES”) FOR THE PROCUREMENT OF MAJOR EQUIPMENT TO BE USED IN THE INSTALLATION OF A SOLAR PHOTOVOLTAIC SYSTEM (THE “SYSTEM”) AT [PROJECT SITE ADDRESS].

WHEREAS, the Parties have entered into an Engineering, Procurement, & Construction Agreement dated as of [Date] (the “EPCA”);

WHEREAS, capitalized terms used but not defined herein shall have the meaning assigned such terms in the EPCA;

WHEREAS, Client seeks to safe harbor the federal investment tax credit for the Project, through the procurement of the photovoltaic modules set forth on Schedule #1, attached (the “Major Equipment”), and Parties agree that Client’s ability to safe harbor is fundamental to the successful completion of the Project; and

WHEREAS, EPC Contractor desires to procure the Major Equipment for Client on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Procurement of Major Equipment. EPC Contractor shall procure for the Client the Major Equipment and submit an associated payment application, together with a subordination of mechanics’ lien in the form of [Schedule #12] attached to the EPCA (to the extent such subordination has not been previously provided by EPC Contractor), to Client by [date].
2. Payment for Major Equipment. Client shall make full payment for the Major Equipment as set forth in **Schedule #1** by [date] (“Payment Date”).
3. Delivery of Major Equipment. EPC Contractor shall deliver the Major Equipment as set forth in **Schedule #1** to the Project Site or a mutually agreed storage location (“Storage Facility”), DDP (Incoterms 2010) no later than the date that is three and one-half (3 ½) months following the date payment is made for the Major Equipment pursuant to Section 2 hereof (“Delivery Date”). EPC Contractor shall also deliver the items listed in Schedule #2 as well as a completed disbursement request in the form of [Schedule #8] attached to the EPCA. Following delivery of the Major Equipment to the Project Site or Storage Facility, as applicable, EPC Contractor shall deliver to Client written certification identifying the container numbers and serial numbers of the Major Equipment Delivered,

the date of delivery, warehouse receipts (if applicable), a copy of any storage agreement (if applicable), and date-stamped photographic evidence that delivery has occurred. EPC Contractor shall also provide Client with copies of any shipping or transportation documentation (such as bills of lading). Upon execution of this Agreement, Client shall issue to EPC Contractor a Purchase Order identifying the Major Equipment to be delivered and the location of the delivery point at which title will transfer pursuant to Section 4 hereof.

4. Title to Major Equipment. Title and risk of loss to Major Equipment as set forth in **Schedule #1**, as well as any guarantees and warranties furnished by Material Suppliers, shall transfer to Client upon delivery of the Major Equipment pursuant to Section 3 hereof, provided that Client has made full payment for such Major Equipment at the time of delivery.
5. Storage of Major Equipment. If the Major Equipment is delivered to a Storage Facility instead of a Project Site, EPC Contractor shall store the Major Equipment until needed at the Project Site. In consideration for storage of the Major Equipment, the EPC Contractor will invoice the Client an amount calculated as described in Schedule 3 (the "Storage Fee") upon the date the Major Equipment is delivered to the Project Site. Client will remit payment within 30 days of receipt of the invoice.
6. Additional Transport. If the Major Equipment is delivered to a Storage Facility instead of a Project Site, EPC Contractor will arrange for transport of the Major Equipment to the Project Site. Client will reimburse EPC contractor for all reasonable costs associated with transportation of the Major Equipment from the Storage Facility to the applicable Project Site.
7. Requirements. All Major Equipment shall be new and shall be free of defects and improper workmanship. All materials shall be fully compliant with standards and System Specifications and all other applicable Legal Requirements and Utility Requirements. Materials and equipment shall not be subject to any conditional bill of sale, security agreement, financing statement, chattel mortgage, or any other claim, lien or encumbrance.
8. Liquidated Damages. If EPC Contractor fails to deliver the Major Equipment to the Project Site or Storage Facility, as applicable, by the date required pursuant to Section 3 hereof, EPC Contractor shall pay to Client an amount equal to 10 percent of the cost of the Major Equipment set forth on Schedule #1 as liquidated damages. For the avoidance of doubt, such liquidated damages shall be the entire amount payable by EPC Contractor for any such failure and any and all risks of obtaining the tax treatment for the Project desired by Client shall remain with Client.
9. Incorporation of EPCA Terms. The terms and provisions set forth in the following Sections of the EPCA shall equally apply to this Agreement *mutatis mutandis*: Sections 3.3, 3.10, 4.2, 4.3, 13.8, 13.9, 14.3 (with the mutual understanding that no Force Majeure event has occurred as of the date of the execution of this Agreement to the best of knowledge of the Parties), Articles 19, 20, and 21.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

EPC Contractor

[EPC CONTRACTOR]

By: _____
Name:
Title:

Client

[CEFIA HOLDINGS LLC]

By: _____
Name: Bryan T. Garcia
Title: Duly Authorized

SCHEDULE #1
LIST OF MAJOR EQUIPMENT

Major Equipment	Description	Model	Units	Watts	Cost
Modules					\$

<u>Total:</u>	<u>\$</u>
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WARRANTIES

Notwithstanding the warranty provisions as set forth in the EPC agreement, attached is the Manufacturer's Warranty for the Major Equipment set forth above.

SCHEDULE #2
PAYMENT CHECKLIST

Below is a checklist of all items needed in order to submit a payment request and receive payment under this Agreement.

- ☐ Progress Disbursement Form (refer to EPCA for form)
- ☐ Signed Subordination of Mechanics Lien (refer to EPCA for form)
- ☐ Invoice
- ☐ Purchase Orders of Major Equipment exactly matching Schedule #1 including confirmation from equipment supplier that delivery will occur on or before Delivery Date

SCHEDULE #3
STORAGE FEE

Client will pay EPC Contractor two cents (\$0.02) per watt applied to the Watts listed in Schedule 1 for storage of equipment from the date on which the Major Equipment is delivered to the applicable Storage Facility through date on which the Major Equipment is delivered to the Project Site.

The Storage Fee = Schedule 1 Watts * \$0.02 * (Days elapsed since delivery to Storage Facility / 365)

Annual Storage Fee: \$[amount]