



**SOUTHERN SKY
RENEWABLE ENERGY RI**

Providence Water

REQUEST FOR PROPOSALS

Renewable Energy Projects

NOT FOR PUBLIC RECORD-REFER TO REDACTED COPY

Submitted To:
Patti Jordan
City of Providence
Board of Contract and Supply
25 Dorrance St
Providence, RI 02903



**Prepared for
City of Providence, Rhode Island
Providence Water**

June 25, 2018

**Board of Contract and Supply
Request For Proposals – Renewable Energy Projects**

Presented by:

Southern Sky Renewable Energy Rhode Island, LLC
117 Metro Center Boulevard, Suite 2007
Warwick, Rhode Island 02886
T: (401)-258-8111
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June 25, 2018

Patti Jordan
City of Providence
Board of Contract and Supply
25 Dorrance St
Providence, RI 02903

Dear Mrs. Jordan,

Southern Sky Renewable Energy Rhode Island, LLC ("SSRERI") is pleased to submit the attached proposal in response to the City of Providence ("City") Request for Proposals for Renewable Energy Projects in conjunction with Providence Water. Ralph A. Palumbo, President, will act as the point of contact to the City during the RFQ/RFP process.

In compliance with the requirements of the RFP, SSRERI proposes to design, permit, build, own and operate a solar photovoltaic (PV) system with a nameplate of 4.5MWdc capacity for the benefit of Providence Water and proposes to design, permit, build, own and operate a solar photovoltaic (PV) systems on the remaining available parcels of land beyond the 4.5MW dc capacity for the benefit of Providence Water. The nameplate calculation is explained further in Section 3, and is based off SSRERI's extensive experience with Net Metering Credit Agreements. The PV system is proposed to be built on one of properties proposed by Providence Water. The PV system project will provide a tremendous financial opportunity without economic or power procurement risk for Providence Water.

SSRERI is a leader in the development, construction, financing and operation of solar power stations for municipal, utilities, commercial and industrial clients. SSRERI is a privately held, Rhode Island based, Limited Liability Company with 100% Rhode Island resident ownership. SSRERI has established itself as one of the premiere solar project developers in the Northeast solar market. To date, SSRERI has a project pipeline of over 147 MWs in the northeast of which 31 MWs are installed (starting Q3 2012), 38 MWs currently under construction with the remaining 78 MWs to be installed over the next 18 to 24 months.

Website: <http://southernskyrenewableenergy.com/>

The SSRERI project team is pleased to provide this proposal, which will provide Providence Water with energy savings on an annual basis and a hedge against retail power volatility. We look forward to taking the next steps with the City to move through RFP process into a long term mutually beneficial relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Palumbo', with a stylized flourish at the end.

Ralph A. Palumbo
Managing Director

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1. Executive Summary

SSRERI proposes to enter into 25 year “Net-Metering Financing Arrangement” (“NMFA”) with Providence Water (“Off-Taker”), under which SSRERI sells the net metering credits generated by the solar PV project to the Off-Taker at a discounted rate. The savings will be a function of credits generated by the PV project and assigned to Providence Water’s electric meters multiplied by the discount percentage of 20%. The electricity generation will be measured by installing revenue grade meters at the solar facility site that will be verified and reported by National Grid. SSRERI proposes to build one 4.5MWdc photovoltaic site located on land owned by Providence. In addition to the discounted net metering credits, Providence Water will receive an annual ground lease of \$12,500 for each MWdc. SSRERI is proposing to obtain the rights to develop the parcels of land, for the purpose of installing additional solar facilities, in which Providence Water may benefit from the additional ground lease revenue should SSRERI be successful in permitting and securing suitable Off-Takers. SSRERI estimates the total electric savings to Providence Water will be \$6 million dollars, with potential ground lease payments of \$23 million, over the 25 year net metering contract agreement. See **Exhibit – VI** for Financial Analysis. See **Exhibit – VII** for Proposed Net-Metering Financing Arrangement.

2. Company Overview

SSRERI is a leader in the development, financing, construction, and operation of solar PV systems for municipal, utilities, commercial, and industrial clients since 2008. SSRERI is a privately held, Rhode Island-based, Limited Liability Company located at 117 Metro Center Blvd, Suite 2007, Warwick, Rhode Island.

SSRERI's approach to project development is based on over thirty years of real estate, construction, finance and tax credit experience. To date, SSRERI has a project pipeline of over 147 MWs (refer to **Exhibit II, Project Pipeline**) in the northeast of which 31 MWs are installed, 38 MWs currently under construction with the remaining 78 MWs to be installed over the next 18 to 24 months.

In the State of Rhode Island, SSRERI has installed 4.5MWdc of solar PV systems (1.33 MWdc in Lincoln, 2.66MWdc in North Providence, 0.25MWdc in Cranston, 0.25MWdc Gloucester). In addition, SSRERI currently has 33.5MWdc under construction in the State of Rhode Island.

Project Team

Ralph A. Palumbo, CPA

Managing Director

Ralph is a certified public accountant with over 30 years of experience; Ralph’s focus is on tax credit incentives, solar development and construction. His technical expertise and valuable insights support his hands-on approach to owning and managing SSRERI. He is a historic and solar renewable energy tax credit expert and has a wealth of experience in the financial aspects of real estate and solar development. Ralph is responsible for SSRERI’s overall operations and finance. Ralph holds a Bachelor of Science in Accountancy from Bryant University and has been a Certified Public Accountant over 30 years.

Lindsay McGovern, CPA, MBA***Senior Director and Project Manager***

Lindsay is a certified public accountant with over 9 years of experience; Lindsay specializes in business development and project management for SSRERI. Prior to joining SSRERI, Lindsay was a manager in the audit service practice at KPMG, LLP for 7 years leading and coordinating financial statement audits, initial public offerings and acquisitions for domestic and international companies in the private and public sector. Lindsay earned her Master's in Business Administration and holds a Bachelor of Science in Accountancy from Providence College.

Ralph A. DeVivo, P.E.***Design and Electrical Engineer***

Ralph is in charge of the DC and AC system design and electrical engineering for SSRERI's solar projects. He has over 30 years of experience in power quality, electronic design and emerging new technologies, including, design and development of multi-MW solar PV systems, UPS systems, inverters, supervisory control and data acquisition systems ("SCADA"), single/three phase transformers, DC to DC and DC to AC systems, power conditioners, surge suppression, regulatory testing and substation design with National Grid. Ralph performs design validation and reviews to assure compliance to National Electrical Code, ISO and utility regulatory requirements. Ralph designs, engineers and supports inverter-to-grid interconnection to achieve maximum kWh/\$ and is familiar with solar panels, inverters, transformers, switchgears, reclosers, substation equipment, protection & automation schemes and other complex utility requirements. Ralph holds a BSEE from the University of Connecticut and is a RI licensed engineer.

Guillermo E. Weyer, PE***Electrical Engineer & Developer***

Guillermo is an Electrical Engineer with over 15 years' experience in the design, construction, operation, and maintenance of power systems up to 345kV, including transmission and distribution, substations, protective relaying, and renewable power generation. His professional experience has brought him to be involved in projects in the United States as well as International. Guillermo's experience with distributed energy resources (renewable energy) involves energy storage systems, electrical interconnections for both wind and solar up to 115kV, electrical distribution design, construction, and permitting. He is currently an active member of the IEEE Power System Relaying Committee involved with the revision of ANSI standards for power system protection. He holds a Master's Degree in Electrical Engineering from Worcester Polytechnic Institute, and a Bachelor's Degree in Electrical Engineering from the University of Massachusetts Dartmouth. He is a registered Professional Engineer in Massachusetts and Rhode Island where he currently resides.

Shechtman Halperin Savage LLP

Preston W. Halperin

Esquire

Preston is one of the firm's founding partners and is the Managing Partner of the firm. Preston is also the Chair of the firm's Business and Civil Litigation Practice Group. Admitted to practice law in 1981, Preston focuses his practice on solar renewable energy, real estate development, business litigation, including contract disputes, construction litigation, environmental litigation, shareholder disputes, closely held business disputes, creditors' rights, and receiverships and business insolvencies. Preston is also well versed in the ever changing and emerging fields of solar energy. He is admitted to practice law in all state and federal courts in Massachusetts and Rhode Island, in the state court in New York, and in the First Circuit Court of Appeals. Preston earned his J.D. from Columbia University School of Law in 1981, and his B.A., cum laude, from the University of Rochester in 1978. Preston has been appointed by the Supreme Court to the Rhode Island Receivership Panel, and in 2014, 2015, and 2016 has served as an appointed member on the Rhode Island Commission on Judicial Tenure and Discipline.

Energy EPC, LLC

Ralph Branca, PE

Member/ Construction Superintendent

Mr. Branca is an accomplished commercial real estate developer in northern Rhode Island. As the Managing Member of RJB Properties, LLC, he has developed and maintained significant commercial properties, restaurants, and office complex's. More recently, Mr. Branca has returned back to his roots as an electrical engineer developing major solar facilities in Rhode Island, including North Providence Landfill (2.6MW) and Lincoln (1.3MW). Mr. Branca has personally managed the engineering, procurement, safety culture, and general contracting of these solar facilities under Energy EPC, LLC. Mr. Branca has received a bachelor's in electrical engineering from Northeastern University, and holds a Professional Engineering license from the State of Rhode Island.

3. Public – Private Partnership

SSRERI has been awarded a total of approximately 38 MWs DC in Rhode Island all of which are Public-Private Partnerships which are financed by a 25 year "Net-Metering Financing Arrangement" ("NMFA") with the Municipality ("Off-Taker"), under which SSRERI sells the net metering credits generated by the solar PV project to the Off-Taker. Current Private-Public partnerships include: the Town of Lincoln (1.3 MWdc), the City of Warwick (10.0 MWdc), Town of Johnston (2.1 MWdc), Town of North Providence (2.6 MWs DC), Johnston Housing Authority (0.5MWdc), and City of Providence (21 MWdc). Please refer to **Project References** for further experience and qualifications on the projects with Public-Private Partnerships.

SSRERI is proposing a Public-Private Partnership with Providence Water in accordance with Rhode Island General Law Chapter 26.4 of Title 39, net metering for solar energy facilities. SSRERI believes that a Public-

Private Partnership is in the best interest to Providence Water as the PV system project will provide a tremendous financial opportunity without economic or power procurement risk for Providence Water. An example of SSRERI's Solar Net-Metering Financing Arrangement Agreement is attached within the [Exhibits VII](#).

It is understood that Providence Water requests a system sized to 110% of 7.77 Million kWh per year (8.5 MWh) based on the total kilowatt-hours consumed annually. Net Metering Credit utilizes a dollar for dollar credit system that is based on the electricity rate in which the facility is categorized by the utility. SSRERI has performed the rate conversion and has determined that a solar facility that generates approximately 6,087,988 kWh's in a year will cover the load as reported by Providence Water

SSRERI is proposing a 25 year Net Metering Financing Agreement (NMFA) with a **fixed 20% discount on the C-06 rate** to Providence Water. In addition to the discounted C-06 rate, SSRERI will pay a ground lease payment of \$12,500 per MWdc for 25 years. As a result, SSRERI will require the rights to develop every parcel presented in the RFP. The first successful site to be developed will be used in the NMFA. Should SSRERI be successful in developing another site and finding a suitable off-taker, then additional ground lease revenue will be generated for Providence Water. [Please see Exhibits VI for a detailed Financial Analysis.](#)

4. Proposed Photovoltaic Projects

Project Descriptions:

The following sites are proposed as turn key EPC projects with all cost for legal, permitting, interconnection, operations, and maintenance are included and financed by the NMFA. Please refer to the Exhibit I – Project Design for detailed site locations, preliminary array layouts, and equipment quantities.

SSRERI only uses Tier 1 equipment with components that are environmentally friendly and maintainable. Each site will utilize the same equipment, which SSRERI has standardized based on our experience.

SSRERI proposes to install a ground mount solar array system in a portrait panel configuration two high at a 30-degree angle. The dimensions of the racking will be approximately 8.5 feet in height and 12 feet in width with varying row lengths. The row spacing is expected to be 15-16 feet. The racking will support LG 410W modules, which are monocrystalline silicon panels. The PV modules are reported to not contain any harmful or carcinogenic materials.

The DC power will be converted to AC power using Solectria's XGI 125kW, 1500VDC string inverters. The AC output from the inverters will be 600Vac, which will be collected low voltage switchgear lineups located in concrete cinderblock control houses. From the collector switchgear, the 600Vac will be stepped up to 12.47kV or 23 kV distribution power and then interconnected with the utility. The step-up transformers will use natural ester fluid, which is a vegetable-based oil. All power apparatus is expected to be underground. Further details and datasheets of the equipment to be provided are available in Exhibit – VIII Equipment Specification.

Project Locations:

Please refer to the Exhibit I – Project Design for detailed site locations and preliminary array layouts. SSRERI has provided designs utilizing the following sites and lots as provided by Providence Water. Please note that the array sizes proposed in Exhibit I are approximations based on the best available information and are subject to change in sizes during the permitting and the interconnection process.

Site #'s

- | | | |
|--------------------------|---------------------------------|--------------------------------|
| 1. Treatment Plant | 61 North Rd, Scituate, RI | Plat/ Lot 9-1/7, 51/84 |
| 2. Joslin Farm | 352 Field Hill Rd, Scituate, RI | Plat/Lot 51/62, 51/49, 51/45 |
| 3. Baldwin/DECA | 1237 Central Ave, Johnston, RI | Plat/Lot 43/89, 45/508, 43/581 |
| 4. Smith, Allen, Swallow | TBD | |
| 5. Four Winds | TBD | |
| 6. Acciardo/ Simonelli | TBD | |
| 7. Merchant | TBD | |
| 8. Foglia | TBD | |

The site selection was based on several factors:

Interconnection: SSRERI performed a field survey of the sites proposed, evaluating the potential interconnection points based off our system knowledge and previous interconnection experiences. It is believed that the system sizes proposed will be limited by the existing power distribution infrastructure observed.

#1 – Treatment Plant: The treatment plant has access to two different circuits supplied by two different sources. As a result, we were able to identify a potential North Array, which could be interconnected to Substation #21 West Cranston. Two 23kV circuits supply Hope Substation #5, which provide potential capacity to interconnect a fairly large South Array as well as the West Array.

#2 – Joslin Farms: Supplied from #5 Hope Substation, Joslin Farm’s interconnection is believed to be limited by the two 5MVA transformers. Upgrading the transformers may be possible, but the real limitation will be the 23kV circuits supplying Hope Substation.

#3 – Baldwin: This system will most likely have the highest probability of interconnection but will require a 2 mile feeder extension to interconnect with Substation #18 – Johnston.

#4 Thru #6: SSRERI has a previous experience interconnecting to the same circuit as sites #4 thru #6, which are fed from the 34F1 out of Chopmist Hill Substation. The substation has limited capacity and we were denied interconnection because of overvoltage concerns interconnecting a much smaller system.

Wetlands & Topography: A preliminary design was engineered utilizing available wetland and topography data, which are available in Exhibit I – Project Design. Sites #7 & #8 both had extensive wetland areas which diminished the feasibility for further developing these sites.

Project Costs:

Since all costs are covered by the NMFA an itemized cost breakdown has not been provided.

Financial Evaluation:

Project financial analysis have been calculated over a 25-year NMFA. Please refer to Exhibit VI - Financial Analysis. A 3% annual escalation has been assumed for electricity rate increase. Additionally, a 0.5% panel degradation factor has been factored in for reduced panel efficiency over time.

5. Hydroelectric Proposals

SSRERI is focused on the development of photovoltaic renewable energy and has intentionally not included proposals for the hydroelectric portions of the RFP.

6. Facility Operation and Maintenance

The facility will be maintained via remote monitoring daily. Should the site trip off line, or inverter sense trouble a qualified initial responder will be dispatched. The initial responder may be SSRERI or contracted professional dispatched within an hour of notification. SSRERI has personnel within 20 minutes travel time to the sites. Annual maintenance will be performed on a periodic scheduled basis See **Exhibit – X** for O&M Plan.

7. Project Team Subcontractor

Energy EPC, LLC will be used as a general contractor to manage the construction of the solar facilities. Energy EPC, a Rhode Island based company owned by SSRERI Members. Energy EPC, maintains a professional staff on site supervising quality and safety of all construction operations.

SSRE Percentages planned for this project as noted in the RFP:	SSRERI Response:
1. What Percentage of In-house project development capability?	100%
2. What Percentage of In-house engineering design capability?	100%
3. What Percentage of In-house construction management capability?	100%
4. What Percentage of In-house operation and maintenance capability?	100%

Subcontractors will be used for electrical and civil contracting services. Subcontractors will be selected through an evaluation process to ensure that only quality professionals with a safety culture are allowed on site. SSRERI is a firm believer in the use of MBE and WBE contractors and personnel. Upon successful awarding of the project, SSRERI will map out a plan with the local MBE outreach Director to ensure that we carry out the state's policy of supporting the fullest possible participation of MBE & WBE firms.

8. Financial Viability

This project will be financed with a combination of developer equity, tax equity, and debt. Since 2009, SSRERI has secured \$175M in total financing for past projects. Financial resources including owner equity and financial institution will be provided should SSRERI be the successful bidder.

9. Qualifications & Project References

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Canton - Project Experience:	SSRERI Response:
5. Project name, location, size (MW) and type of solar project.	Customer: Town of Canton Location: 20 Pine Street, Canton, MA Off-Taker: Town of Canton System Size: 5.77 MW DC Acres: 15 Type: Landfill Net Metering Credit Agreement
6. Development cost, financing methods employed and demonstration of the company's ability to provide financing for solar projects.	Since 2009 SSRERI has developed and funded approximately 80MWs (+/-) with a total installation costs of \$175,000,000 (+/-).
7. Photos and site plans of the project.	Refer to photo below
8. Current status of the project (i.e., construction status or number of years since commercial operation date).	All on time. Project construction commenced on February 5, 2012 and was completed and became operational on August 4, 2012.
9. Names and roles of other companies, organizations, partners and all parties involved in the project, including but not limited to the financier, tax credit investor, project manager and the customer/host site, and provide reference information including the name and current phone number of the Owner's Project Manager and the customer/host site.	Project Finance: Seminole Financial Services and KeyBank Partners: Ralph A. Palumbo; Cherokee Investment Fund Tax Credit Investor: US Bank Project Manager: Gemma Construction – William Carter (860-395-4855)
10. Primary sources of equity and debt.	Combination of Developer Equity, Capital Fund Equity, Tax Equity and Pension Fund Debt
11. Indication of whether or not the project involved a lease, permit or license.	This project involved a 25 year municipal lease. Municipal and State permits were required. No license was required.



Location: Canton, MA

System Size: 5.77 MW DC

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Ravenbrook - Project Experience:	SSRERI Response:
1. Project name, location, size (MW) and type of solar project.	Customer: Cape Cod Health Care Location: 246 Plymouth Street, Carver, MA Off-Taker: Cape Cod Hospital System Size: 6.00 MW DC Acres: 15 Type: Landfill Net Metering Credit Agreement
2. Development cost, financing methods employed and demonstration of the company's ability to provide financing for solar projects.	Since 2009 SSRERI has developed and funded approximately 80MWs (+/-) with a total installation costs of \$175,000,000 (+/-).
3. Photos and site plans of the project.	Refer to photo below
4. Current status of the project (i.e., construction status or number of years since commercial operation date).	All on time. Project construction commenced on March 1, 2013 and was completed and became operational on September 30, 2013.
5. Names and roles of other companies, organizations, partners and all parties involved in the project, including but not limited to the financier, tax credit investor, project manager and the customer/host site, and provide reference information including the name and current phone number of the Owner's Project Manager and the customer/host site.	Project Finance: Seminole Financial Services and KeyBank Partners: Ralph A. Palumbo; Cherokee Investment Fund Tax Credit Investor: N/A 1603 Grant Project Project Manager: Gemma Construction – William Carter (860-395-4855)
6. Primary sources of equity and debt.	Combination of Developer Equity, Capital Fund Equity, Tax Equity and Pension Fund Debt
7. Indication of whether or not the project involved a lease, permit or license.	This project involved a 25 year private lease. Municipal and State permits were required. No license was required.

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Location: Ravenbrook, MA

System Size: 6.00 MW DC

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Lincoln - Project Experience:	SSRERI Response:
1. Project name, location, size (MW) and type of solar project.	Customer: Town of Lincoln Location: 1 Quality Drive, Lincoln RI Off-Taker: Town of Lincoln System Size: 1.33 MW DC Acres: 6 Type: Greenfield Net Metering Credit Agreement
2. Development cost, financing methods employed and demonstration of the company's ability to provide financing for solar projects.	Since 2009 SSRERI has developed and funded approximately 80MWs (+/-) with a total installation costs of \$175,000,000 (+/-)
3. Photos and site plans of the project.	Refer to photo below
4. Current status of the project (i.e., construction status or number of years since commercial operation date).	Operational
5. Names and roles of other companies, organizations, partners and all parties involved in the project, including but not limited to the financier, tax credit investor, project manager and the customer/host site, and provide reference information including the name and current phone number of the Owner's Project Manager and the customer/host site.	Project Finance: Seminole Financial Services Partners: Ralph A. Palumbo; Cherokee Investment Fund Tax Credit Investor: N/A – Project Sale to John Hancock Life Insurance Company Project Manager: Ralph A. Palumbo (401-258-8111)
6. Primary sources of equity and debt.	Combination of Developer Equity, Capital Fund Equity, Tax Equity and Pension Fund Debt
7. Indication of whether or not the project involved a lease, permit or license.	This project involved land acquisition; project entity owns the land and does not require a lease. Municipal and State permits were required. No license was required.

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Location: Lincoln, RI

System Size: 1.33 MW DC

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10. Client References

Client Reference 1	
Name	City of Providence 23.03 MW DC Solar System Mayor Jorge O. Elorza, Mayor of Providence
Address	25 Dorrance Street
	Providence, RI 02903
Contact Phone #	(401) 421-2489
Contact Email Address	Mayor@Providenceri.gov

Client Reference 2	
Name	Town of Johnston 2.12 MW DC Solar System Mayor Joseph M. Polisena, Mayor of Johnston
Address	1385 Hartford Avenue
	Johnston, RI 02919
Contact Phone #	(401) 351-6618
Contact Email Address	Jwhiteley@Johnston-ri.us

Client Reference 3	
Name	North Providence 2.6 MW DC Solar System Mayor Charles A. Lombardi, Mayor of North Providence
Address	2000 Smith St.
	North Providence, RI 02911
Contact Phone #	(401) 232-0900 ext. 226
Contact Email Address	Mayorsoffice@Northprovidenceri.gov

Client Reference 4	
Name	Lincoln 1.3 MW DC Solar System Mr. Joseph Almond, Town Administrator
Address	100 Old River Rd
	Lincoln, RI 02865
Contact Phone #	(401) 333-1100
Contact Email Address	Jalmond@Lincolnri.org

11. RFQ/RFP Response: Exhibits

SSRERI only included the requirements of the RFQ/RFP within this document. If the **City of Providence** is interested in the following additional information, please refer to the Exhibits.

1. **Exhibit I - Project Design**
2. **Exhibit II - Project Pipeline**
3. **Exhibit III - Project Gantt Chart**
4. **Exhibit IV – Insurance**
5. **Exhibit V - Financial Analysis**
6. **Exhibit VI - Draft “NMFA”**
7. **Exhibit VII - Equipment Specs**
8. **Exhibit VIII - O&M Plan**
9. **Exhibit X – Transmittal Letter**

EXHIBIT I

Project Design

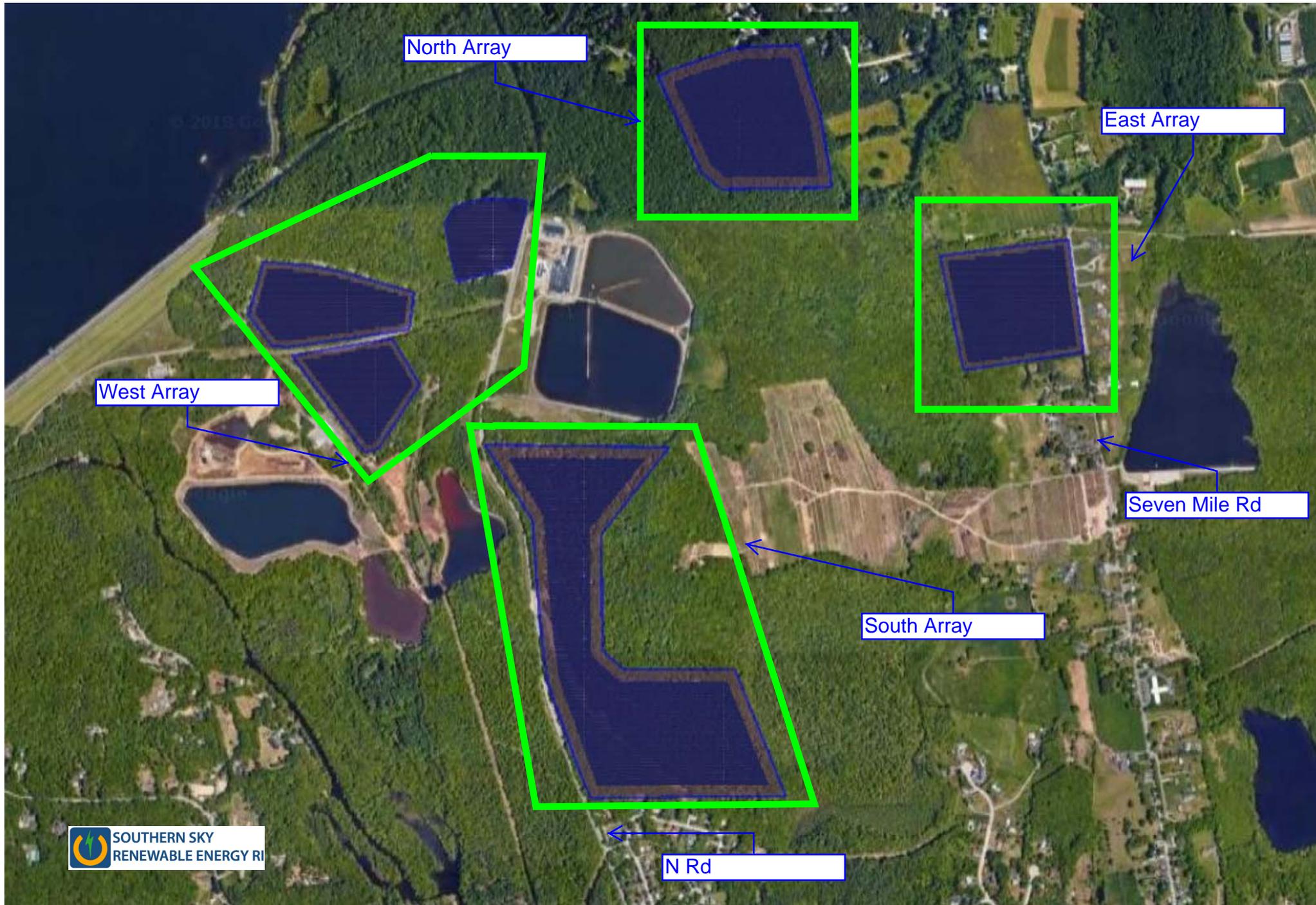


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Proposed Site Details

Site No.	Site Name	Proposed NGRID Substation #	Proposed - PV Array Size (MWdc)	Estimated # of Inverters	Estimated # of PV Modules	Interconnection Voltage (kV)	Estimated Inter-connection Line Extension (mi)	Estimated Interconnection Cost
1	Treatment Plant							
	Treatment Plant - North Array	21 - West Cranston	8.50	55	20,726	12.47	0.75	\$ 976,679
	Treatment Plant - East Array	21 - West Cranston	7.00	46	17,406	12.47	0.75	\$ 976,679
	Treatment Plant - South Array	23kV Palmenr/Park Ave	18.50	119	45,240	23	0.5	\$ 1,300,000
	Treatment Plant - West Array	5 - Hope	10.00	74	27,976	23	1.75	\$ 2,062,500
2	Joslin Farm	5 - Hope	10.00	68	24,640	12.47	5	\$ 2,011,196
3	Baldwin	18 - Johnston	10.00	65	24,498	12.47	2	\$ 1,354,478
4	Smith, Allen, & Swallow	34 - Chopmist Hill						
5	Four Winds	34 - Chopmist Hill						
6	Acciardo/Simonelli	34 - Chopmist Hill						
7	Merchant	18 - Johnston						
8	Foglia	5 - Hope						

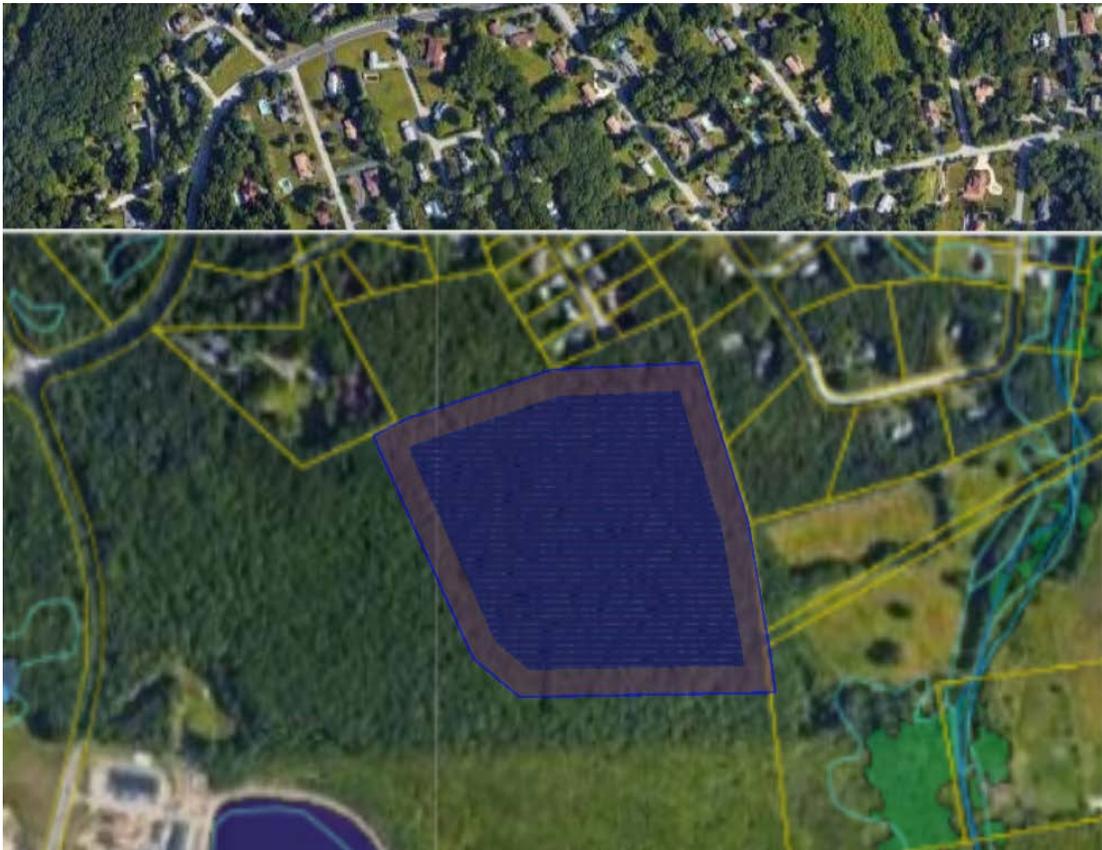
TREATMENT PLANT - OVERVIEW



#1 - East Array



#1- North Array



#1- South Array



#1- West Arrays



#2 - Joslin



#3 - Baldwin



EXHIBIT II

Project Pipeline

Solar Projects	Size (kW)(dc)	Town	State	Operation Date	Project Status	Power Counterparty	Interconnection Date
Berkley	3,622	Berkley	MA	Q2 2014	Installed	Taunton Municipal Lighting Plant	Complete
Canton Landfill	5,772	Canton	MA	Q3 2012	Installed	Town of Canton	Complete
Ravenbrook Landfill	6,000	Carver	MA	Q3 2014	Installed	Cape Cod Hospital	Complete
North Carver Landfill	1,768	Carver	MA	Q1 2017	Installed	Cape Cod Hospital	Complete
County Street Landfill	3,612	Berkley	MA	Q1 2017	Installed	Taunton Municipal Lighting Plant	Complete
Burnett Street Landfill	2,541	Chicopee	MA	Q1 2017	Installed	Chicopee Lighting Plant	Complete
Hudson/Stow Landfill	5,829	Hudson	MA	Q1 2017	Installed	Hudson/Stow Lighting Plant	Complete
Private Property	1,330	Lincoln	RI	Q2 2017	Installed	Town of Lincoln	Complete
Private Property	250	Cranston	RI	Q4 2017	Installed	RE Growth Tariff	Complete
Private Property	250	Glocester	RI	Q4 2017	Installed	RE Growth Tariff	Complete
Total Installed	30,974						
Municipal Property	2,600	North Providence	RI	Q3 2018	Under Construction	Town of North Providence	Q3 2018
Private Property	6,250	Warwick	RI	Q2 2018	Under Construction	City of Warwick	Q4 2018
Private Property	1,100	Warwick	RI	Q2 2018	Under Construction	City of Warwick	Q4 2018
Private Property	1,744	Johnston	RI	Q3 2018	Under Construction	City of Providence	Q4 2018
Private Property	2,124	Johnston	RI	Q3 2018	Under Construction	Town of Johnston	Q4 2018
Private Property	21,290	Cranston	RI	Q4 2018	Under Construction	City of Providence	Q4 2018
Private Property	2,734	Johnston	RI	Q4 2018	Under Construction	City of Warwick	Q4 2018
Private Property	250	Johnston	RI	Q4 2018	Under Construction	RE Growth Tariff	Q4 2018
Total Under Construction	38,091						
Private Property	17,510	Hopkinton	RI	Q4 2018	Mature Development Phase	TBD	Q1 2019
Private Property	15,450	Hopkinton	RI	Q1 2019	Mature Development Phase	TBD	TBD
Private Property	250	Hopkinton	RI	Q2 2018	Mature Development Phase	RE Growth Tariff	Q2 2018
Private Property	250	Hopkinton	RI	Q2 2018	Mature Development Phase	RE Growth Tariff	Q2 2018
Private Property	250	Richmond	RI	Q2 2018	Mature Development Phase	RE Growth Tariff	Q2 2018
Private Property	250	Richmond	RI	Q2 2018	Mature Development Phase	RE Growth Tariff	Q2 2018
Private Property	999	Glocester	RI	Q3 2018	Mature Development Phase	RE Growth Tariff	Q3 2018
Total Mature Development	34,959						
Private Property	29,290	Hopkinton	RI	Q3 2019	Pre-Mature Development Phase	TBD	TBD
Private Property	11,400	Cranston	RI	Q4 2018	Pre-Mature Development Phase	TBD	TBD
Private Property	3,000	Cranston	RI	Q4 2018	Pre-Mature Development Phase	TBD	TBD
Total Pre-Mature Development	43,690						
Total kW (DC)	147,714						

EXHIBIT III

Project Gantt Chart

ID	Task Name	Duration	Start	Finish	% Complete	2019		2020				2021				2022					
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
1	Engineering & Permitting - Site #1	260 days	Thu 11/1/18	Wed 10/30/19	0%																
2	Design & Engineering	200 days	Thu 11/1/18	Wed 8/7/19	0%																
5	Permitting	150 days	Thu 3/21/19	Wed 10/16/19	0%																
9	Utility Interconnection	160 days	Thu 3/21/19	Wed 10/30/19	0%																
12	Construction	181 days	Thu 10/17/19	Thu 6/25/20	0%																
13	Procurement - Long Lead Time	90 days	Thu 10/17/19	Wed 2/19/20	0%																
20	Site Civil Work	65 days	Thu 10/17/19	Wed 1/15/20	0%																
25	Racking System & PV Array	91 days	Thu 1/16/20	Thu 5/21/20	0%																
29	Electrical BOS	102 days	Wed 2/5/20	Thu 6/25/20	0%																
30	LV/DC Equipment	64 days	Mon 3/23/20	Thu 6/18/20	0%																
33	Civil Electrical	82 days	Wed 2/5/20	Thu 5/28/20	0%																
37	MV Equipment	83 days	Wed 2/26/20	Fri 6/19/20	0%																
42	System Commissioning	5 days	Fri 6/19/20	Thu 6/25/20	0%																
46	Site Energization	42 days	Fri 6/19/20	Mon 8/17/20	0%																
56	Commercial Operation	0 days	Mon 8/3/20	Mon 8/3/20	0%																
57	Engineering & Permitting - Site #2	260 days	Thu 8/8/19	Wed 8/5/20	0%																
58	Design & Engineering	200 days	Thu 8/8/19	Wed 5/13/20	0%																
61	Permitting	150 days	Thu 12/26/19	Wed 7/22/20	0%																
65	Utility Interconnection	160 days	Thu 12/26/19	Wed 8/5/20	0%																
68	Construction	181 days	Thu 7/23/20	Thu 4/1/21	0%																
69	Procurement - Long Lead Time	90 days	Thu 7/23/20	Wed 11/25/20	0%																
76	Site Civil Work	65 days	Thu 7/23/20	Wed 10/21/20	0%																
81	Racking System & PV Array	91 days	Thu 10/22/20	Thu 2/25/21	0%																

ID	Task Name	Duration	Start	Finish	% Complete	2019				2020				2021				2022	
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
85	Electrical BOS	102 days	Wed 11/11/20	Thu 4/1/21	0%														
86	LV/DC Equipment	64 days	Mon 12/28/20	Thu 3/25/21	0%														
89	Civil Electrical	82 days	Wed 11/11/20	Thu 3/4/21	0%														
93	MV Equipment	83 days	Wed 12/2/20	Fri 3/26/21	0%														
98	System Commissioning	5 days	Fri 3/26/21	Thu 4/1/21	0%														
102	Site Energization	42 days	Fri 3/26/21	Mon 5/24/21	0%														
112	Commercial Operation	0 days	Mon 5/10/21	Mon 5/10/21	0%														
113	Engineering & Permitting - Site #3	260 days	Thu 5/14/20	Wed 5/12/21	0%														
114	Design & Engineering	200 days	Thu 5/14/20	Wed 2/17/21	0%														
117	Permitting	150 days	Thu 10/1/20	Wed 4/28/21	0%														
121	Utility Interconnection	160 days	Thu 10/1/20	Wed 5/12/21	0%														
124	Construction	181 days	Thu 4/29/21	Thu 1/6/22	0%														
125	Procurement - Long Lead Time	90 days	Thu 4/29/21	Wed 9/1/21	0%														
132	Site Civil Work	65 days	Thu 4/29/21	Wed 7/28/21	0%														
137	Racking System & PV Array	91 days	Thu 7/29/21	Thu 12/2/21	0%														
141	Electrical BOS	102 days	Wed 8/18/21	Thu 1/6/22	0%														
142	LV/DC Equipment	64 days	Mon 10/4/21	Thu 12/30/21	0%														
145	Civil Electrical	82 days	Wed 8/18/21	Thu 12/9/21	0%														
149	MV Equipment	83 days	Wed 9/8/21	Fri 12/31/21	0%														
154	System Commissioning	5 days	Fri 12/31/21	Thu 1/6/22	0%														
158	Site Energization	42 days	Fri 12/31/21	Mon 2/28/22	0%														
168	Commercial Operation	0 days	Mon 2/14/22	Mon 2/14/22	0%														

EXHIBIT IV

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance, Inc. - RI 376 Newport Avenue P. O. Box 4830 East Providence RI 02916	CONTACT NAME: Karen Ferreira PHONE (A/C. No. Ext): (401) 431-9200 E-MAIL ADDRESS: kferreira@crossagency.com		FAX (A/C. No): (401) 431-9201
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Southern Sky Renewable Energy Rhode Island, LLC 117 Metro Center Blvd Suite 2007 Warwick RI 02886	INSURER A: Federal Ins Co		20281
	INSURER B: Chubb Ins Co		
	INSURER C: AmGuard Ins Co		
	INSURER D: Beacon Mutual Ins Co		
	INSURER E: Nautilus Ins Co		17370
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: CL1831542640

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			37115602PIT	1/9/2018	1/9/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73597099	1/9/2018	1/9/2019	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Auto	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			78181073	1/9/2018	1/9/2019	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	R2WC814652 (MA Comp)	3/16/2018	3/16/2019	PER STATUTE	OTHE-R
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
E	Pollution			SSP202438110	10/11/2017	10/11/2020	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter Troy/KF2

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ACORD 25 (2014/01)

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INS025 (201401)

EXHIBIT V

Financial Analysis

CONFIDENTIAL & PROPRIETARY INFORMATION-DO NOT DISTRIBUTE

PVD Water Supply Board - Projected Electric Savings & Lease Revenue Analysis								
SSRERI Owns RECs								

		Estimated Virtual Net Metering Benefit Calculation					PVD WSB Land		
Year		Projected Annual kWhs	Projected Annual Escalation**	C-06 Projected Rate	kWh Discount Rate 20.00%	Proposed Cost p/kWh	Project Savings Over Each Year of the Agreement	Potential Lease Payment	Total Annual Savings and Revenue
	1	2019	6,087,988	0.00%	\$0.15459	\$0.03092	\$0.12367	\$188,228	\$800,000
2	2020	6,057,548	3.00%	\$0.15923	\$0.03185	\$0.12738	\$192,906	\$810,000	\$1,002,906
3	2021	6,027,260	3.00%	\$0.16400	\$0.03280	\$0.13120	\$197,700	\$820,125	\$1,017,825
4	2022	5,997,124	3.00%	\$0.16892	\$0.03378	\$0.13514	\$202,612	\$830,377	\$1,032,989
5	2023	5,967,138	3.00%	\$0.17399	\$0.03480	\$0.13919	\$207,647	\$840,756	\$1,048,404
6	2024	5,937,303	3.00%	\$0.17921	\$0.03584	\$0.14337	\$212,807	\$851,266	\$1,064,073
7	2025	5,907,616	3.00%	\$0.18459	\$0.03692	\$0.14767	\$218,096	\$861,907	\$1,080,002
8	2026	5,878,078	3.00%	\$0.19013	\$0.03803	\$0.15210	\$223,515	\$872,680	\$1,096,196
9	2027	5,848,688	3.00%	\$0.19583	\$0.03917	\$0.15666	\$229,070	\$883,589	\$1,112,659
10	2028	5,819,444	3.00%	\$0.20170	\$0.04034	\$0.16136	\$234,762	\$894,634	\$1,129,396
11	2029	5,790,347	3.00%	\$0.20776	\$0.04155	\$0.16620	\$240,596	\$905,817	\$1,146,413
12	2030	5,761,395	3.00%	\$0.21399	\$0.04280	\$0.17119	\$246,575	\$917,139	\$1,163,714
13	2031	5,732,588	3.00%	\$0.22041	\$0.04408	\$0.17633	\$252,702	\$928,604	\$1,181,306
14	2032	5,703,925	3.00%	\$0.22702	\$0.04540	\$0.18162	\$258,982	\$940,211	\$1,199,193
15	2033	5,675,406	3.00%	\$0.23383	\$0.04677	\$0.18706	\$265,417	\$951,964	\$1,217,381
16	2034	5,647,029	3.00%	\$0.24085	\$0.04817	\$0.19268	\$272,013	\$963,863	\$1,235,876
17	2035	5,618,794	3.00%	\$0.24807	\$0.04961	\$0.19846	\$278,773	\$975,912	\$1,254,684
18	2036	5,590,700	3.00%	\$0.25551	\$0.05110	\$0.20441	\$285,700	\$988,111	\$1,273,811
19	2037	5,562,746	3.00%	\$0.26318	\$0.05264	\$0.21054	\$292,800	\$1,000,462	\$1,293,262
20	2038	5,534,932	3.00%	\$0.27107	\$0.05421	\$0.21686	\$300,076	\$1,012,968	\$1,313,043
21	2039	5,507,258	3.00%	\$0.27921	\$0.05584	\$0.22337	\$307,533	\$1,025,630	\$1,333,162
22	2040	5,479,721	3.00%	\$0.28758	\$0.05752	\$0.23007	\$315,175	\$1,038,450	\$1,353,625
23	2041	5,452,323	3.00%	\$0.29621	\$0.05924	\$0.23697	\$323,007	\$1,051,431	\$1,374,438
24	2042	5,425,061	3.00%	\$0.30510	\$0.06102	\$0.24408	\$331,034	\$1,064,574	\$1,395,607
25	2043	5,397,936	3.00%	\$0.31425	\$0.06285	\$0.25140	\$339,260	\$1,077,881	\$1,417,141
		143,408,350				Totals	\$6,416,985	\$23,308,348	\$29,725,333

** In accordance with the U.S. Energy Information Administration Northeast Commercial Electric Rate Projection

EXHIBIT VI

Draft “NMFA”

NET METERING FINANCING ARRANGEMENT AGREEMENT

This Net Metering Financing Arrangement (this “*Agreement*”) made and entered into as of _____, 2017 (the “*Effective Date*”), by and between Southern Sky Renewable Energy Rhode Island [SPE], LLC, a Rhode Island limited liability company, for itself and any and all assignees permitted hereunder (“*Southern Sky*”) and The Town of Smithfield, with a principal place of business located at 64 Farnum Pike, Smithfield, R.I., (“*Off-Taker*”). Southern Sky and Off-Taker may be referred to herein collectively as the “*Parties*”, and individually as a “*Party*”.

RECITALS

A. Southern Sky plans to construct one or more solar facilities (each a “*Facility*”) at the Property in order to fulfill the electric consumption load capacity of the Off-Taker and other eligible affiliates of the Off-Taker with an aggregate generating capacity of up to approximately [XX] MW DC (collectively, the “*Project*”).

B. The Parties intend that the Project will be an Eligible Net-Metering System that offers Renewable Net-Metering Credits through this Agreement, a Net Metering Financing Arrangement, pursuant to the Net Metering Rules.

C. In order to effectuate the foregoing, Southern Sky desires to deliver to Off-Taker and Off-Taker desires to accept delivery from Southern Sky all of the Renewable Net-Metering Credits generated by the Project and net metered to Off-Taker’s accounts during the Term, so that Off-Taker, as Net Metering Customer, receives all Renewable Net-Metering Credits generated by the Project and allocates such Renewable Net-Metering Credits for use in offsetting the utility bills associated with the Off-Taker’s utility accounts.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1 DEFINED TERMS

As used in this Agreement, the following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

“*Adjusted Designed Output*” shall have the meaning set forth on Exhibit C.

“*Affiliate*” means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“*Agreement*” means this Net Metering Financing Agreement, including all exhibits and attachments hereto.

“*Allocation Percentage*” has the meaning set forth in Exhibit C of this Agreement.

“*Applicable Legal Requirements*” means any law, act, rule, regulation, requirement, standard, order by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, and all licenses, permits, and other governmental approvals and consents, which are applicable to the Project, Property, Facilities, Electricity, Renewable Net-Metering Credits and a Party’s rights and obligations hereunder, including,

without limitation, the construction, operation, maintenance and ownership of the Project, as well as the selling and purchasing of electricity, and the accrual of associated Renewable Net-Metering Credits therefrom.

“**Assigned Agreements**” shall have the meaning set forth in Section 15.1(a).

“**Bankrupt**” means, with respect to a Party: (i) a Party against which a bankruptcy, receivership or other insolvency proceeding is instituted and not dismissed, stayed or vacated within sixty (60) days thereafter; or (ii) a Party that has made a general assignment for the benefit of creditors, become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

“**Billing Cycle**” means the monthly billing cycle established by the LDC.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“**Change in Law**” shall have the meaning set forth in ARTICLE 16.

“**Change of Control**” means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock or membership interest of a Party in one or more related transactions.

“**Commercial Operation**”, with respect to a Facility, means that the Facility is ready for regular, daily operation, has been interconnected to the LDC system, has been accepted by the LDC (to the extent required), and is capable of producing Electricity at full or substantially full capacity, has been installed in accordance with Applicable Legal Requirements, and qualifies as an Eligible Net- Metering System under the Net Metering Rules.

“**Commercial Operation Date**” means the first day on which the last Facility to achieve Commercial Operation, as defined herein, is ready for Commercial Operation, as certified in writing by Southern Sky to Off-Taker in a notice of Commercial Operation Date pursuant to Section 3.2.

“**Construction Commencement Date**” means the date on which Southern Sky begins Site Work.

“**Contract Year**” means a 365-day period commencing on the Commercial Operation Date and each anniversary thereafter.

“**Customer Interconnection Acknowledgement Agreement**” shall have the meaning set forth in Section 7.3(b) of this Agreement.

“**Delivered Quantity**” shall have the meaning set forth in Section 4.3.

“**Delivery Point**” for the Project means the LDC Metering Device.

“**Designated Third Party**” has the meaning set forth in Section 15.2(a).

“**Designed Output**” shall have the meaning set forth on Exhibit C.

“**Early Termination Date**” has the meaning set forth in Section 2.3.

“**Effective Date**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Electricity**” means the actual and verifiable amount of electricity generated by the Facilities and delivered to the LDC and net metered to Off-Taker's accounts at the Southern Sky Metering Device in whole kWh, and that conforms to Applicable Legal Requirements and the applicable LDC and authoritative regulatory body standards.

“**Eligible Net-Metering System**” shall have the meaning set forth in the Net Metering Rules. The Project is the Eligible Net-Metering System under this Agreement.

“**Environmental Attributes**” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Project and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the State of Rhode Island or any other jurisdiction, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Project and/or its electricity generation.

“**Event of Default**” has the meaning set forth in ARTICLE 9.

“**Excess Renewable Net Metering Credit**” means the applicable monetary value of an excess kWh of electricity, determined in accordance with the Net Metering Rules.

“**Facility**” has the meanings set forth in the recitals.

“**Force Majeure**” means any event or circumstance that prevents Southern Sky or Off-Taker from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of Southern Sky, and (ii) by the exercise of reasonable due diligence, Southern Sky or Off-Taker is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of Southern Sky; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity.

“**Governmental Authority**” means the United States of America, the State of Rhode Island, and any political or Off-Taker subdivision thereof (not including Off-Taker), and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

“**Governmental Charges**” means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges

(including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Electricity or this Agreement.

“**Interconnection Obligations**” shall have the meaning set forth in Section 3.3.

“**Interest Rate**” means the lesser of (a) one percent (1%) per month and (b) the maximum rate permitted by applicable law.

“**Invoice**” shall have the meaning set forth in Section 4.3.

“**kWh**” means kilowatt-hour.

“**Laws**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

“**LDC**” means National Grid USA or its successor local distribution company.

“**LDC Metering Device**” means, with respect to each Facility, the LDC meter furnished and installed by the LDC for the purpose of measuring the Electricity delivered by the LDC to the Net Metering Customer and delivered by the Net Metering Customer to the LDC.

“**LDC System**” means the electric distribution system operated and maintained by the LDC.

“**Lender**” shall have the meaning set forth in Section 15.1.

“**Net Metered Quantity**” shall have the meaning set forth in Section 4.3.

“**Net Metering**” shall have the meaning set forth in the Net Metering Rules.

“**Net Metering Credit Rate**”, with respect to a particular Billing Cycle, means the dollar value of a Renewable Net-Metering Credit accruable to the Off-Taker Customer of a Facility for that Billing Cycle.

“**Net Metering Customer**” shall have the meaning set forth in the Net Metering Rules. The Net Metering Customer under this Agreement is the Off-Taker.

“**Net Metering Facility**” shall have the meaning set forth in the Net Metering Rules.

“**Net Metering Financing Arrangement**” shall have the meaning set forth in the Net Metering Rules (previously defined as a “Public Entity Net-Metering Financing Arrangement” under the Net Metering Rules).

“**Net Metering Rules**” means, collectively, the Rhode Island net metering statute, R.I. Gen. Laws §39-26.4 et seq., any rules or regulations relating to Net Metering adopted by the PUC, orders issued by PUC relating to Net Metering (and the appendices thereto) and the associated net metering tariff of the LDC, each as may be amended, replaced or superseded.

“**Outside Construction Commencement Date**”, means [XX/XX/XXXX], provided that such period of

time may be extended by Southern Sky for a period of time required to resolve delays up to 180 days, unless otherwise agreed by the Parties.

“**Person**” means an individual, general or limited partnership, corporation, nonprofit corporation, public corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“**PILOT**” means a payment in lieu of tax agreement or other tax stabilization agreement for the Property and/or the Project.

“**Property**” shall have the meaning set forth in Exhibit A.

“**Project**” shall have the meaning set forth in the recitals.

“**Prudent Industry Practices**” means the practices, methods, acts, and standards of care, skill, safety and diligence commonly employed or engaged in by experienced and prudent professionals, acting with reasonable care, in the solar electric generation industry in the financing, permitting, design, construction, operation and maintenance of generating equipment similar in size and technology to the Project, and that are compliant with Applicable Legal Requirements, taking into consideration appropriate economic factors.

“**Public Entity**” shall have the meaning set forth in the Net Metering Rules.

“**PUC**” means the State of Rhode Island Public Utilities Commission or its successors.

“**Renewable Net-Metering Credit**” has the meaning set forth in the Net Metering Rules and refers to the applicable monetary value of a kWh of electricity generated by the Eligible Net-Metering System (*i.e.* the Project) determined in accordance with the Net Metering Rules.

“**Site Work**” means tree clearing, landscaping, grading, blasting, or any other similar work on the Property.

“**Southern Sky**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Southern Sky Metering Device**” means, with respect to each Facility, any meter installed by Southern Sky at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by the Facility.

“**Subsequent Owner**” shall have the meaning set forth in Section 15.1(c).

“**Target Buyer Accounts**” shall have the meaning set forth in Section 7.3(a)(ii).

“**Term**” shall have the meaning set forth in Section 2.1.

“**Termination Date**” means the earlier to occur of (i) the last day of the Term; (ii) the Early Termination Date; (iii) the date of termination of this Agreement as the result of an Event of Default; (iv) the date of termination as the result of Force Majeure pursuant to Section 8.2; or (v) the date of termination for any other reason permitted by this Agreement.

“*Third Party Allocation Percentage*” has the meaning set forth in Section 7.5(a)(ii) of this Agreement.

“*Off-Taker*” has the meaning set forth in the introductory paragraph of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT; EARLY TERMINATION

2.1 Term. The term of this Agreement (including any extensions, the “*Term*”) shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twenty-fifth (25th) anniversary of the Commercial Operation Date, provided that the Term may be extended by mutual written agreement of the Parties.

2.2 Conditions Precedent. Southern Sky may terminate this prior to the expiration of the Term if any of the following conditions are not met:

- (a) Southern Sky shall have obtained all permits and approvals required for the construction and operation of the Project in accordance with Applicable Legal Requirements;
- (b) Southern Sky shall have obtained project financing at prevailing rates, terms and conditions of similarly situated projects;
- (c) If applicable, Southern Sky shall have executed an agreement for the payment in lieu of taxes (“*PILOT*”) pursuant to Rhode Island General Laws § 44-3-21 or any other applicable section;
- (d) Off-Taker, after having received such documents from Southern Sky, shall deliver a copy of the executed documents required by PUC Docket No. 2075 (as may be amended, replaced or superseded);
- (e) the Facility shall have been interconnected with the LDC in accordance with the requirements of the interconnection service agreement, the Net Metering Rules and Applicable Legal Requirements; and
- (f) the Facility shall have achieved Commercial Operation.

Southern Sky shall use commercially reasonable and diligent efforts to fulfill the foregoing. Southern Sky may, in its sole discretion, waive conditions 2.2 (b), (c) and/or (d).

2.3 Early Termination. This Agreement may be terminated prior to the expiration of the Term (the “*Early Termination Date*”):

- (a) by Southern Sky, at any time prior to the Commercial Operation Date, upon thirty (30) days prior written notice to Off-Taker, in the event that any of the conditions set forth in Section 2.2 have not been satisfied, provided that the lack of satisfaction of any such condition is not the result of Southern Sky’s failure to exercise commercially reasonable efforts and diligence;
- (b) by Off-Taker upon thirty (30) days prior written notice in the event that the Construction Commencement Date has not occurred by the Outside Construction

Commencement Date however, Off-Taker may not exercise its right to terminate under this Section 2.3(b) after the earlier of (i) the Construction Commencement Date and (ii) the date on which Southern Sky notifies Off-Taker that closing of bridge financing or financing for construction of the System has occurred; or

(c) by either Party in accordance with Section 8.2.

Upon early termination of this Agreement in accordance with this Section 2.3, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof. Following early termination of this Agreement, if requested by either Party, the Parties shall, without unreasonable delay, enter into a further written agreement mutually releasing the other party.

ARTICLE 3 DEVELOPMENT OF PROJECT

3.1 Development of Project by Southern Sky. Southern Sky shall undertake all diligent and commercially reasonable, good faith efforts to obtain and maintain required permits and financing for the Project. Southern Sky shall make an initial project construction budget available to Off-Taker thirty (30) days from the date of this Agreement and thereafter at Off-Taker's request. Using such efforts, Southern Sky shall design, construct, maintain and operate the Project in accordance with Applicable Legal Requirements, Prudent Industry Practices, and applicable manufacturers' warranties and instructions and in a manner such that the Project qualifies as an Eligible Net Metering System and a Net Metering Financing Arrangement under the Net Metering Rules.

3.2 Notice of Commercial Operation. Southern Sky shall provide notice to Off-Taker when each Facility for which Off-Taker is a Net-Metering Customer has achieved Commercial Operation. Southern Sky shall in the notice of Commercial Operation for the Project certify to Off-Taker the Commercial Operation Date.

3.3 Interconnection Requirements. Southern Sky shall be solely responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Facilities to the LDC System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("*Interconnection Obligations*").

3.4 Cooperation Regarding Authorizations. Southern Sky will prepare, file and manage applications for all permits, approvals, registrations and other related matters with the LDC and any Governmental Authority required for the Project to reach Commercial Operation. Off-Taker shall reasonably cooperate with Southern Sky in preparing such applications and securing such permits, approvals and registrations and shall timely execute and/or deliver any documentation required from Off-Taker relating thereto.

3.5 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, Southern Sky shall own all rights and title in and to tangible personal property comprising the Facilities and their components and all Environmental Attributes.

3.6 Site Security. Southern Sky will follow industry standard security procedures, practices, and policies.

3.7 Liens. Southern Sky shall not cause, create, incur, assume or suffer to exist any mechanics',

labor or materialman's lien on the Project or cause any claim to be made by governmental authorities for unpaid taxes on or with respect to the Project. Off-Taker shall not cause create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim of any nature (collectively referred to as "***Liens***" and each, individually, a "***Lien***") with respect to the Project on or with respect to the Project. Off-Taker shall promptly notify Southern Sky of the imposition of a Lien on or with respect to the Project and shall promptly discharge any such Lien.

3.8 **Shutdowns.** Southern Sky shall shutdown the Project by requirement of the LDC or Applicable Legal Requirements or if Southern Sky, in the exercise of reasonable judgment, believes that conditions or activities of persons at or on a Facility site that are not under the control of Southern Sky (whether or not under the control of Off-Taker) may interfere with the safe operation of the Project. Southern Sky shall give Off-Taker notice of such a shutdown immediately upon becoming aware of the potential for such conditions or activities. Southern Sky and Off-Taker shall cooperate and coordinate their respective efforts to restore the conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. Southern Sky may also shut down a Facility upon thirty (30) days advance written notice if required for maintenance or upgrading of a Facility, provided that, Southern Sky shall use commercially reasonable diligent efforts to limit the duration of said shutdown.

ARTICLE 4 PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

4.1 **Delivery of Electricity.** Commencing on the date the Facility achieves Commercial Operation and continuing throughout the remainder of the Term, Southern Sky shall make available to and sell to Off-Taker on an annual basis all of the Renewable Net-Metering Credits produced by the Project. Off-Taker shall receive any Renewable Net-Metering Credits from the Local Electric Utility that may be available under net metering pursuant to a Net Metering Financing Arrangement. Thirty (30) days prior to the Commercial Operation Date Southern Sky shall provide Off-Taker a schedule listing the Off-Taker meters covered by this Agreement in accordance with Exhibit C. Except as permitted under this Agreement, the Renewable Net-Metering Credits purchased by Off-Taker from Southern Sky under this Agreement shall not be resold, assigned or otherwise transferred to any other person or entity.

4.2 **Price for Net Metering Credits.** The rate for each kilowatt-hour of Electricity delivered pursuant to this Agreement shall be calculated in accordance with Section 4.3 and Exhibit B.

4.3. **Invoicing and Payment.** Monthly, Southern Sky shall provide Off-Taker with an invoice (the "***Invoice***") reporting the Renewable Net-Metering Credits net metered to Off-Taker's accounts during the prior Billing Cycle (the "***Delivered Quantity***") and charging the Off-Taker for payment of an amount equal to the Delivered Quantity multiplied by the Allocation Percentage (the "***Net Metered Quantity***") multiplied by the Price for Renewable Net-Metering Credits as set in Exhibit B. Off-Taker will remit payment of the amount of each Invoice to Southern Sky or its designee by electronic funds transfer (or other means agreeable to both Parties) within twenty (20) days following Off-Taker's receipt of each such Invoice. Any amounts not paid by the due date will be deemed late and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date but excluding the date the delinquent amount is paid in full.

4.4 **Net Metering Rate.** The Parties intend that the Renewable Net-Metering Credit issued to Off-Taker will equate to the full retail value of each kWh, so it amounts to a full offset against Off-Taker's cost of energy consumption.

4.5 **Invoice Disputes.** In the event of a good faith dispute regarding any Invoice, Off-Taker shall pay

the undisputed amount of such Invoice and shall seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Section 13.2. Upon resolution of the dispute, any required refund or additional payment shall be made within twenty (20) days of such resolution along with interest accrued at the Interest Rate from and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Any dispute by Off-Taker with respect to an Invoice or an adjustment thereof is waived unless, within six (6) months after the Invoice is rendered or such adjustment is made, Off-Taker notifies Southern Sky of such dispute and states the basis for such dispute. Upon Off-Taker's request with respect to an Invoice, Southern Sky, within ten (10) days, shall provide Off-Taker with information necessary to permit Off-Taker to replicate Southern Sky's computation of the invoiced amount.

4.6 Governmental Charges. Southern Sky shall pay all Governmental Charges. Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Electricity hereunder are to be exempted from or not subject to one or more Governmental Charges, either Party shall, promptly upon the other Party's request, provide the requesting Party all necessary documentation to evidence such exemption or exclusion.

4.7 Title and Risk of Loss of Electricity. Title to Electricity will pass from Southern Sky to LDC at the applicable Delivery Point. As between Southern Sky and Off-Taker, risk of loss of the Electricity in excess of the Net Metered Quantity shall at all times remain with Southern Sky.

4.8 Records and Audits. Each Party will keep, for a period of not less than seven (7) years after the expiration or termination of this Agreement records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours.

ARTICLE 5

TITLE TO ENVIRONMENTAL ATTRIBUTES AND CAPACITY

5.1 Other than the Renewable Net-Metering Credits that accrue to Off-Taker's account as Net Metering Customer under the Net Metering Rules, Environmental Attributes and any rights or credits relating to the generating capacity of the Project shall remain the property of Southern Sky and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Southern Sky in its sole discretion and for its sole benefit. Subject to Applicable Legal Requirements and the other terms of this Agreement, Off-Taker shall, upon Southern Sky's reasonable request, take such reasonable actions as are reasonably necessary from time to time in order for Southern Sky to claim the benefits of all Environmental Attributes and capacity rights or credits other than the Renewable Net-Metering Credits. Southern Sky shall not make any public statements inconsistent with the fact that Off-Taker is not purchasing any Environmental Attributes or capacity rights or credits other than the Renewable Net-Metering Credits.

ARTICLE 6

METERING DEVICES; LDC BILLING ADJUSTMENTS

6.1 Metering Equipment. The Parties acknowledge that Southern Sky shall arrange and pay for the LDC to furnish and install the LDC Metering Device. On behalf of Off-Taker as the LDC's customer of record, Southern Sky shall be responsible for arranging compliance with, and paying for, any LDC customer requirements relating to LDC access to the LDC Metering Device. In addition, Southern Sky shall install, own, operate, and maintain one or more Southern Sky Metering Device at Southern Sky's sole cost and expense.

6.2 Meter Accuracy. Off-Taker may at any time, with reasonable advance notice to Southern Sky, exercise its rights as the LDC's customer of record to seek testing of the accuracy of the LDC Metering Device. In addition, on behalf of Off-Taker as the LDC's customer of record, Southern Sky may on its own initiative with reasonable advance notice to Off-Taker, and shall upon the request of Off-Taker, exercise Off-Taker's LDC customer rights to arrange for testing of the accuracy of the LDC Metering Device. The Party requesting such testing shall pay all costs imposed by the LDC for any such testing.

6.3 Billing Adjustments. In the event of a discrepancy between the data generated by the LDC Metering Device and the quantity of Renewable Net-Metering Credits reflected on Off-Taker's invoices from the LDC, Southern Sky shall, upon its own initiative or upon request of Off-Taker and at Southern Sky's cost and expense, exercise diligent and, commercially reasonable efforts to investigate and remedy the discrepancy in consultation with the LDC. In the event such investigation results in an increase in the Renewable Net-Metering Credits credited to Off-Taker by the LDC, Off-Taker shall pay for the Electricity corresponding to those credits at the Electricity Price then in effect without interest, and in the event of a decrease in the quantity of Renewable Net-Metering Credits credited to Off-Taker by the LDC, Southern Sky shall provide a credit on Off-Taker's next invoice for the excess Electricity paid for by Off-Taker but for which Renewable Net-Metering Credits were not credited to Off-Taker by the LDC.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES; Off-Taker ACKNOWLEDGEMENT

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable Laws;
- (b) this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;
- (c) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all Applicable Legal Requirements have executed and are authorized to execute this Agreement in accordance with such Applicable Legal Requirements;
- (d) it is acting for its own account and has made its own independent decision to enter into this Agreement;
- (e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and
- (f) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.

7.2 Additional Representations and Warranties of Off-Taker and Southern Sky.

- (a) Net Metering Capacity Associated with Off-Taker. Off-Taker represents and warrants to Southern Sky that, as of the Effective Date, it is not a Net Metering Customer of any Eligible Net Metering System (other than the Project).
- (b) Net Metering System Eligibility. Southern Sky represents and warrants to Off-Taker that it shall exercise commercially reasonable and diligent efforts to develop the Project in a manner that will qualify the Project as an Eligible Net Metering System and a Net Metering Financing Arrangement under the Net Metering Rules.
- (c) Off-Taker Eligibility. The Off-Taker represents and warrants that, as of the Effective Date, and throughout the Term, it is and will continue throughout the Term to be a Public Entity as defined and interpreted by the Net Metering Rules, including PUC Docket No. 4591 and will not take any actions that may result in a change to its status as such.
- (c) No Litigation. To the actual and conscious knowledge of Southern Sky, there are no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated that could affect Southern Sky’s ability to perform and satisfy its obligations under this Agreement. If Southern Sky learns that any such litigation, action, claim or proceeding is threatened or commenced, Southern Sky shall promptly deliver notice thereof to Off-Taker.
- (d) No Advice. The Parties acknowledge and agree that Southern Sky is not acting as a consultant or advisor to the Off-Taker for any purpose and that the Off-Taker is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.
- (e) Forward Contract; Bankruptcy Code. The Parties acknowledge and agree that Southern Sky intends that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code, and that Southern Sky is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

7.3 Covenants of Off-Taker.

- (a) Net Metering.
 - (i) Host Customer. Off-Taker shall take such reasonable action and execute any documents that are necessary to designate or re-designate Southern Sky to LDC as an authorized recipient of the energy billing and usage data with respect to the LDC Meters serving the Facilities. In addition, Off-Taker shall take such reasonable actions and execute any documents that are necessary, and otherwise reasonably cooperate with Southern Sky, so as to permit Southern Sky to advocate with the LDC and/or the PUC with respect to Off-Taker’s rights as the LDC customer of record and Net Metering Customer, including, without limitation, for the purpose of ensuring timely and accurate recording of Renewable Net-Metering Credits generated in connection with the Facilities.
 - (ii) Allocation of Net Metering Credits to Target Buyer Accounts. The Off-Taker shall designate its utility accounts with the LDC to receive Renewable Net-Metering Credits generated by the Facility, such accounts identified as of the Effective Date in Exhibit C attached hereto (the “*Target Buyer Accounts*”). The Off-Taker shall

promptly take action and execute documents, as reasonably required, to allocate all Renewable Net-Metering Credits generated by the Facility to the Target Buyer Accounts, including without limitation, a net metering service application.

(iii) Net Metering Facility of a Public Entity. The Off-Taker acknowledges that the Project will be an Eligible Net Metering System (of a Public Entity) within the meaning of the Net Metering Rules, including PUC Docket No. 4591 and agrees not to take any action that may render the Off-Taker or Project ineligible as such under the Net Metering Rules.

(iv) Cooperation on Assurance of Net Metering Eligibility. The Off-Taker agrees to provide such information and reasonable assistance to Southern Sky as may be reasonably necessary to allow Southern Sky to avail itself of any reasonable system established by the PUC and/or the LDC to provide certain assurances that a facility will be an Eligible Net Metering Facility once the facility commences operation.

(b) Customer Interconnection Acknowledgement. In order to fulfill the LDC's requirements for interconnecting to the LDC distribution grid an energy generating facility that is owned by one party but is located behind the LDC utility meter of another party, Southern Sky shall be party to the interconnection service agreement and the Off-Taker agrees, within a reasonable period of time following Southern Sky's request, to enter into the customer interconnection acknowledgement agreement with LDC in a form substantially similar to the form of customer interconnection acknowledgement agreement attached to the LDC's interconnection tariff.

(c) No Resale of Electricity. The Electricity purchased by the Off-Taker from Southern Sky under this Agreement shall not be resold to any other Person, nor shall such Electricity be assigned or otherwise transferred to any other Person (other than to the LDC pursuant to the Net Metering Rules), without prior approval of Southern Sky, which approval shall not be unreasonably withheld, and the Off-Taker shall not take any action which would cause the Off-Taker or Southern Sky to become a utility or public service company.

(d) No Assertion that Southern Sky is a Utility. Provided that Southern Sky has complied with all terms of this Agreement, the Off-Taker shall not assert that Southern Sky is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any Governmental Authority as a result of Southern Sky's obligations or performance under this Agreement.

ARTICLE 8 FORCE MAJEURE

8.1 Performance Excused by Force Majeure. To the extent either party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and gives notice and details of the Force Majeure to the other party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance), then the reporting party will be excused from the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Southern Sky will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Southern Sky is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Southern Sky

in its sole discretion. During the period in which, and to the extent that, obligations of Southern Sky are excused by Force Majeure, Off-Taker will not be required to perform or resume performance of its obligations to Southern Sky corresponding to the obligations of Southern Sky excused by Force Majeure.

8.2 Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Southern Sky for a period of one-hundred eighty (180) calendar days or longer (provided that such period shall be extended for an additional period of up to ninety (90) calendar days if Southern Sky has promptly commenced efforts to resume performance of its obligations and is diligently continuing such efforts), either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

ARTICLE 9 EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. An “*Event of Default*” means, with respect to a Party (a “*Defaulting Party*”), the occurrence of any of the following:

- (a) such Party's failure to make, when due, any payment required under this Agreement if such failure is not remedied within ten (10) days after receipt of notice of such failure;
- (b) such Party's failure to provide or deliver electricity in reasonable accordance with Exhibit C;
- (c) such Party's failure to comply with any material provision of this Agreement if such failure is not remedied within sixty (60) days after notice and demand by the non-defaulting Party to cure the same or such longer period (not to exceed ninety (90) days) as may be reasonably required to cure, provided that the defaulting Party diligently continues until such failure is fully cured; or
- (d) such Party becomes Bankrupt.

9.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or applicable law, but subject to the provisions of Article 16 with respect to a Southern Sky Event of Default, shall have the right to (i) terminate this Agreement, upon thirty (30) days' written notice to the Defaulting Party, (ii) withhold any payments due to the Defaulting Party under this Agreement, (iii) suspend performance due to the Defaulting Party under this Agreement, and (iv) exercise all other rights and remedies available at law or in equity to the non-defaulting Party, including recovery of all reasonably foreseeable damages, subject to such limitations on such recovery as required by law, including, but not limited to, the requirement that the non-defaulting Party prove its damages with reasonable certainty, and to mitigate its damages in accordance with law, and as set forth herein. In the event Southern Sky fails to provide or deliver electricity in accordance with Exhibit C, Off-Taker may seek to recover reasonable damages for costs of replacement electricity and pursue other remedies available at law or equity. Each Party agrees that it has a duty to exercise commercially reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement.

9.3 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the

other rights and remedies available under this Agreement or at law or inequity, subject, however, to such limitations on relief or the recovery of damages as are required by law.

9.4 Unpaid Obligations. The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 10

CERTAIN RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

10.1 General. Following termination of this Agreement by either Party that is not occasioned by the other Party's default, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

10.2 LDC and Regulatory Matters. Upon the termination or expiration of this Agreement without cause, Off-Taker upon mutual agreement with Southern Sky shall take such reasonable actions and execute such documents that are necessary to designate Southern Sky or its designee as the LDC customer of record for the LDC utility meters at the Delivery Point. To the extent that the LDC does not permit termination of Off-Taker's Net Metering Customer status or allocation of Renewable Net-Metering Credits to the Target Off-Taker Accounts (as modified from time to time) as of the effective date of termination or expiration of this Agreement and instead requires termination of such allocation as of a later date, if and only if any termination of the Agreement is not the result of a Southern Sky Event of Default, Off-Taker's purchase and payment obligations hereunder shall survive with respect to Electricity delivered by Southern Sky to the Delivery Point and corresponding with Renewable Net-Metering Credits allocated to the Target Off-Taker Accounts.

ARTICLE 11

INDEMNIFICATION

11.1 Indemnity. In addition to and not in limitation of any other rights and remedies available to Off-Taker, Southern Sky shall indemnify, defend (provided there is no conflict) and hold harmless Off-Taker and its officers, employees, agents, representatives and independent contractors, from and against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees (collectively, "*Losses*"), incurred by Off-Taker arising out of the design, construction, permitting, operation, maintenance, repair or removal of the Project, Facilities and (if owned or maintained by Southern Sky) the LDC Metering Device including, but not limited to, any claims of the LDC for any costs, expenses, liabilities or damages arising from the Project and/or the Facilities. Southern Sky further agrees, if requested by the indemnified party, to investigate, handle, respond to, and defend (provided there is no conflict) any such claim, demand, or suit at its own expense arising under this Article. Should any indemnified party elect to have Southern Sky defend any such claim against the indemnified party, and there exists no conflict of interest in handling such defense, Southern Sky shall, subject to Applicable Legal Requirements, have full, reasonable control of such defense, in its reasonable discretion, and shall keep the indemnified party and its counsel reasonably informed of the defense of such claim and no such claim shall be settled without the approval of the indemnified party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party. In the event Southern Sky is obligated pursuant to this provision to defend Off-Taker and there is a conflict of interest, Southern Sky shall hire alternative counsel at Southern Sky's expense, to eliminate the conflict.

11.2 Claim Procedure. If the indemnified party seeks indemnification pursuant to this Article, it shall notify Southern Sky of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim, provided that any good faith failure to provide notice as soon as practicable shall not relieve Southern Sky of its obligations hereunder except to the extent that Southern Sky can reasonably demonstrate that such failure has materially and irreparably prejudiced Southern Sky. If any indemnified party elects to have Southern Sky assume defense and indemnification of such claim, Southern Sky may assert any defenses which are or would otherwise be available to the indemnified party.

ARTICLE 12

LIMITATIONS

12.1 Limitation of Liability.

(a) No Liability to Third Parties. Except as otherwise provided in this Agreement, Off-Taker and Southern Sky agree that this Agreement is not intended for the benefit of any third party (other than Designated Third Parties) and that Southern Sky shall not be liable to any third party by virtue of this Agreement.

(b) No Indirect or Consequential Damages. Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be responsible to the other for any indirect, special, incidental or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection herewith. This Section 12.1(b) shall apply whether any such indirect, special, incidental or consequential loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise.

12.2 Limitation on Warranties. Except as expressly provided in this Agreement each Party hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose.

ARTICLE 13

GOVERNING LAW; DISPUTE RESOLUTION

13.1 Governing Law. This Agreement shall be construed under and governed by the laws and in the courts of the State of Rhode Island or the U.S. District Courts for the State of Rhode Island, without regard to its rules regarding choice of laws. Southern Sky consents to accept service of process by certified mail at its address listed in Article 17 of this Agreement (as such address may be modified from to time pursuant to Article 17).

13.2 Dispute Resolution.

(a) The Parties agree to use reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Manager of Southern Sky and the Off-Taker Council who shall use their respective good faith efforts to resolve such dispute. The dispute shall be considered

to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to non-binding mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. The period within which the mediation shall be completed shall not exceed ninety (90) days from the time the dispute arises, unless such time period is modified by written agreement of the Parties involved in the dispute, and the mediation shall be conducted in accordance with procedures mutually agreed to by the Parties. The Parties shall not be required to mediate a dispute for more than a single day of mediation, unless they otherwise agree in writing. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be the Federal Courts and/or State Superior Court located in Providence County, Rhode Island. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Each Party consents to such venue and expressly waives any objections to venue it might otherwise be able to raise.

(e) Notwithstanding anything to the contrary herein, either Party may at any time initiate proceedings to seek equitable and/or injunctive relief to prevent perceived irreparable harm.

ARTICLE 14

ASSIGNMENT; BINDING EFFECT

14.1 General Prohibition on Pledge or Assignment. Except as provided in Section 14.2 and Article 15, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party which shall not be unreasonably conditioned, withheld or delayed.

14.2 Permitted Assignments by Southern Sky. Notwithstanding anything to the contrary herein, Southern Sky may, without the Off-Taker's consent, assign, all or a portion of its rights and obligations hereunder to (i) an Affiliate of Southern Sky, (ii) to the purchaser of substantially all of the assets of Southern Sky, or (iii) to an entity that acquires the Project or, prior to the construction of the Project, the development rights thereto. In the event of any such assignment, Southern Sky shall provide written notice to Off-Taker of the existence of such assignment, together with the name and address of the assignee (which shall be substituted in Article 17), and documentation establishing that the assignee has assumed (or as of the closing of such transaction will assume) all or a portion of Southern Sky's rights and all of Southern Sky's obligations under this Agreement. Off-Taker agrees to promptly execute any document reasonably requested of Southern Sky in acknowledgement of such assignment. Southern Sky shall remain liable under this Agreement unless the assignment is a full and effective assignment of all of Southern Sky's rights and obligations under the Agreement satisfying the terms of this Agreement. Upon the request of Southern Sky, the Off-Taker shall execute a consent and agreement in a form reasonably requested by Southern Sky.

14.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement

shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

14.4 **Change of Control.** In the event of a Change of Control, upon the request of Southern Sky, the Off-Taker shall execute a consent and agreement in a form reasonably requested by Southern Sky.

ARTICLE 15 FINANCING AND RELATED MATTERS

15.1 **Special Southern Sky Assignment Rights.** Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Article 14, Off-Taker specifically agrees, without any further request for prior consent, to permit Southern Sky to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Project, and to sign any agreements reasonably requested of Southern Sky or its lender (“**Lender**”) to acknowledge and evidence such agreement, provided that any such assignment shall not relieve Southern Sky of its obligations under this Agreement. Upon the request of Southern Sky or its Lender, the Off-Taker shall execute a consent and agreement in a form reasonably requested by Southern Sky or Lender. Among other provisions reasonably requested by Southern Sky or Lender in a consent and agreement, the Off-Taker shall:

- (a) consent to the collateral assignment of all of Southern Sky’s right, title and interest in, to and under all agreements with the Off-Taker (the “**Assigned Agreements**”), the rights, powers, and obligations associated therewith and the profits, distributions, and all other rights to payment, whether in cash, in kind, or in any other form, during their continuance and upon their termination, and the proceeds thereof, including without limitation, all rights of Southern Sky to receive moneys due and to become due under or pursuant to the Assigned Agreements, all rights of Southern Sky to receive proceeds of any insurance, indemnity, warranty, or guaranty with respect to or for breach of or default under any Assigned Agreement, claims of the Southern Sky for damages arising out of or for breach of or default under any Assigned Agreement, and the right of the Southern Sky to terminate any Assigned Agreement, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder (collectively, the “**Assigned Interests**”);
- (b) acknowledge the right of Lender, in the exercise of Lender’s rights and remedies pursuant to the Assignment, upon written notice to Off-Taker, to make all demands, give all notices, take all actions and exercise all rights of Southern Sky under the Assigned Agreements.
- (c) agree that, if Lender notifies Off-Taker in writing that, pursuant to and in accordance with the Assignment, it has assigned, foreclosed or sold the Assigned Interest, then (A) Lender or its successor, assignee and/or designee, or any purchaser of the Assigned Interests (a “**Subsequent Owner**”) shall be substituted for Borrower under the Assigned Agreements and (B) Off-Taker shall (1) recognize Lender or the Subsequent Owner, as the case may be, as its counterparty under such Assigned Agreement and (2) continue to perform its obligations under such Assigned Agreement in favor of Lender or the Subsequent Owner, as the case may be.
- (d) agree that if Southern Sky defaults in the performance of any of its obligations under the Assigned Agreements, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreements which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Off-Taker to terminate or suspend its performance under the Assigned Agreements (each a “**default**” in this Article 15), Off-Taker shall not terminate or suspend its performance under any Assigned Agreement until it first gives

written notice of such default to Lender and affords Lender a period of at least thirty (30) days for any payment default or ninety (90) days for any non-payment default from receipt of such notice to cure such default. In the event the Lender does not cure any such default within such applicable extended cure period, Off-Taker shall continue to have all rights and remedies afforded to it under such Assigned Agreement.

(e) agree that in the event any Assigned Agreement is rejected or terminated as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Southern Sky, Off-Taker shall, at the option of Lender exercised within 45 days after such rejection or termination, enter into a new agreement with Lender having identical terms, conditions, agreements, provisions and limitations as such Assigned Agreement (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually agree), provided that the term under such new agreement shall be no longer than the remaining balance of the term specified in such Assigned Agreement.

(f) agree that Lender shall not have any liability or obligation under the Assigned Agreements as a result of the Off-Taker's consent, the Assignment or otherwise, nor shall Lender be obligated or required to (a) perform any of Southern Sky's obligations under the Assigned Agreements, except during any period in which Lender has assumed Southern Sky's rights and obligations under any Assigned Agreement or (b) take any action to collect or enforce any claim for payment assigned under the Assignment.

(g) agree that if Lender has assumed Southern Sky's rights and obligations under any Assigned Agreement, Lender's liability to the Off-Taker under such Assigned Agreement and the sole recourse of Off-Taker in seeking enforcement of the obligations under such agreements, shall be limited to the interest of Lender in the Project.

(h) agree to deliver to Lender, concurrently with the delivery thereof to Southern Sky, a copy of any notice, request or demand given by Off-Taker to Southern Sky pursuant to the Assigned Agreements relating to a default by Southern Sky under any Assigned Agreement; provided, however, failure of Off-Taker to provide a copy of any such notice, request or demand or any other notice to Lender shall not constitute a breach by the Off-Taker.

(i) agree that that no cancellation, suspension or termination of any Assigned Agreement by Off-Taker, or any other actions taken by Off-Taker under such Assigned Agreement, shall be binding upon Lender or Southern Sky without such notice, request or demand (as applicable) and the opportunity to cure during the applicable extended cure period afforded to Southern Sky and/or Lender.

(j) agree to waive all right of trial by jury in any action, proceeding or counterclaim arising out of or related to or in connection with the agreement and consent to financing.

15.2 Designated Third Party Rights.

(a) Notice to Designated Third Party. Off-Taker agrees to give copies of any notice provided to Southern Sky by Off-Taker to any assignee or transferee permitted pursuant to Section 15.1 of which it has received written notice pursuant to Article 17 (each, a "***Designated Third Party***") provided that, notwithstanding anything to the contrary in this Agreement, at any given point during the Term, Off-Taker shall not be required to provide notice to more than one

Designated Third Party.

(b) Exercise of Southern Sky Rights. Any Designated Third Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Southern Sky, shall have the right in the place of Southern Sky, any and all rights and remedies of Southern Sky under this Agreement. Such Designated Third Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement, subject to the terms of the Agreement.

(c) Performance of Southern Sky Obligations. A Designated Third Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Southern Sky hereunder or cause to be cured any default of Southern Sky hereunder in the time and manner provided by and subject to the terms of this Agreement. Nothing herein requires the Designated Third Party to cure any default of Southern Sky under this Agreement or (unless such party has succeeded to Southern Sky's interests under this Agreement) to perform any act, duty or obligation of Southern Sky under this Agreement, but Off-Taker hereby gives such party the option to do so provided any such cure, act, duty or obligation is performed in accordance with this the terms of this Agreement.

(d) Exercise of Remedies. Upon the exercise of secured party remedies, including any sale of one or more of the Facilities by a Designated Third Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Southern Sky to the Designated Third Party (or any assignee of the Designated Third Party) in lieu thereof, the Designated Third Party shall give notice to Off-Taker of the transferee or assignee of this Agreement. Any such exercise of secured party remedies shall not constitute a default under this Agreement, unless the act of exercising such remedy itself constitutes an Event of Default under Article 9 of this Agreement, provided, however, that the exercise of such remedies shall not itself serve as cure of any Default of Southern Sky.

(e) Third Party Beneficiary. Off-Taker agrees and acknowledges that each Designated Third Party is a third party beneficiary of the provisions of this Article.

15.3 Cooperation Regarding Financing. Off-Taker agrees that it shall reasonably cooperate with Southern Sky and its financing parties in connection with any financing or refinancing of all or a portion of the Facility for which Off-Taker is Net Metering Customer. In furtherance of the foregoing, as Southern Sky or its financing parties request from time to time, the Off-Taker shall (i) execute any consents to assignment or acknowledgements (including, without limitation, an acknowledgment for the benefit of one or more particular Designated Third Parties or prospective Designated Third Parties of the accommodations set forth in this Article 15), (ii) negotiate and deliver such estoppel certificates as an existing or prospective Designated Third Party may reasonably require, (iii) furnish such reasonable information as Southern Sky and its financing parties may reasonably request.

15.4 Right to Cure.

(a) Off-Taker will not exercise any right to terminate or suspend this Agreement unless it shall have given each Designated Third Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Designated Third Party shall not have caused to be cured the condition giving

rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Southern Sky default cannot reasonably be cured by the Designated Third Party within such period and such party has so informed Off-Taker in writing within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant, to an exercise of remedies by a Designated Third Party, such party or its assignee (including any purchaser or transferee) shall acquire control of the Facilities and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

ARTICLE 16

CHANGE IN LAW

In the event that a change in Law occurs, including without limitation, a change in the Net Metering Rules, or the administration or interpretation thereof by the Rhode Island Public Utilities Commission or the LDC (a "***Change in Law***"), which (a) materially restricts the ability of Southern Sky to deliver Electricity generated by the Facility to Off-Taker, or the ability of Electricity generated by the Facility to be delivered to the LDC or the ability of Off-Taker to receive Renewable Net-Metering Credits, (b) results in the Facility for which Off-Taker is Net Metering Customer being disqualified as a Net Metering Facility of a Municipality or a Net Metering Financing Arrangement (unless such disqualification can be remedied in a reasonable period of time not to exceed sixty (60) days, provided, however, that Off-Taker shall not be responsible to pay for any Electricity generated by the disqualified Facility during such 60-day period), or (c) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including Changes in Law that result in a material increase in Southern Sky's costs of construction and installation, or continuing operation of the Facility then, upon a Party's receipt of notice of such Change in Law from the other Party, the Parties shall promptly and in good faith endeavor to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and burdens originally intended by the Parties, subject to Applicable Legal Requirements. Without limiting the foregoing, such amendments may include an amendment and restatement of this Agreement. If there is such Change in Law and the Parties are unable, despite good faith efforts, to reach agreement on an amendment or restatement of this Agreement within one hundred twenty (120) days, either Party may terminate this Agreement without liability for such termination, provided, however, that Off-Taker shall not be required to pay for any Electricity with respect to which it has not received Renewable Net-Metering Credits from the LDC.

ARTICLE 17

NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and sent

if to Southern Sky Renewable Energy Rhode Island- to:

Southern Sky Renewable Energy Rhode Island [SPE], LLC
117 Metro Center Blvd – Unit #2007
Warwick, RI 02886
Attention: Ralph A. Palumbo, Manager

with a copy to: Shechtman Halperin Savage, LLP
1080 Main Street
Pawtucket, RI 02860
Attention: Preston W. Halperin, Esquire

if to Off-Taker to:

with a copy to:

if to a Designated Third Party, to the address and contact person of which Off-Taker has been given notice.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, upon receipt; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Article 18 by giving notice thereof in the manner required herein.

ARTICLE 18

MISCELLANEOUS

18.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Articles 5 (environmental attributes), 9 (events of default, remedies), 10 (rights and obligations following termination), 11 (indemnification), 12 (limitations of liability), 13 (governing law, dispute resolution), 15 (financing and related matters), 17 (notices), and this Section 18 shall survive the termination or expiration of this Agreement.

18.2 Entire Agreement: Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

18.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees and expenses.

18.4 Relationship of Parties. Southern Sky will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Southern Sky and Off-Taker hereunder are individual and neither collective nor joint in nature.

18.5 Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

18.6 Cooperation. Subject to Applicable Legal Requirements, each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the reasonable assistance and reasonable cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term reasonably cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

18.7 Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

18.8 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

18.9 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

18.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement. Photocopy, facsimile, PDF and other electronic forms of signature shall be deemed original and binding for all purposes of this agreement.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

OFF-TAKER

By: _____

Name: _____

Title: _____

**SOUTHERN SKY RENEWABLE
ENERGY RHODE ISLAND [SPE], LLC**

By: _____

Name: Ralph A. Palumbo

Title: Manager

Exhibit A

PROPERTY

The property may include, without limitation, the real property known as the following (the “*Property*”):

1. Clarence Thurber Drive, Smithfield, RI
2. Smithfield Landfill, Smithfield, RI
3. Such other property that Southern Sky may designate in its sole discretion in order to service the electric load consumption as outlined in Exhibit C, item #4.

Exhibit B

CALCULATION OF RENEWABLE NET-METERING CREDITS PRICE

For each Billing Cycle in which Electricity is delivered to the Delivery Point, the price shall be equal to [**XX**] % of the “Net Metering Credit Rate”.

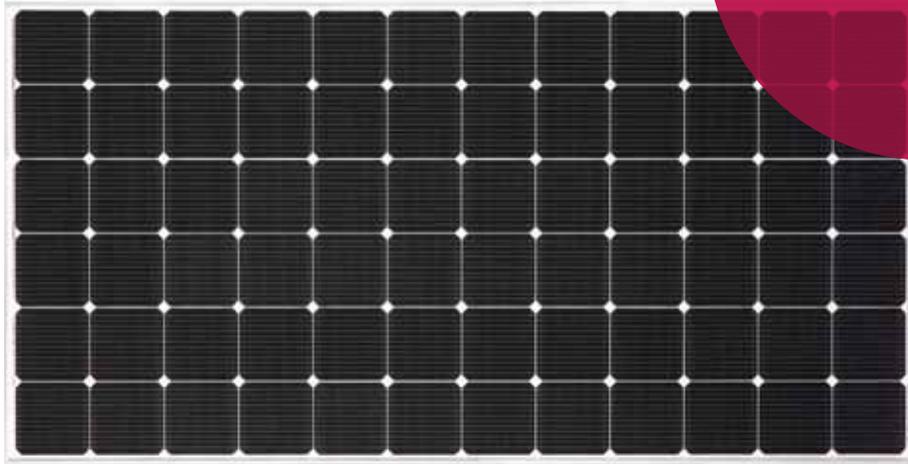
Exhibit C

DELIVERY OF RENEWABLE NET-METERING CREDITS

- 1. The Project shall be capable of an output of kWh annually (the “*Designed Output*”) that generates an amount of Renewable Net-Metering Credits equivalent to 100.00% of the Off-Taker’s eligible offset electric bill. The Designed Output may be lowered due to engineering constraints set by the LDC (the “*Adjusted Designed Output*”).
- 2. Southern Sky shall deliver an amount of electricity equal to a minimum of no less than eighty (80%) of the Adjusted Designed Output based on a three year average.
- 3. On an annual basis, Off-Taker shall purchase 100% of all the Renewable Net-Metering Credits net metered to its accounts. Notwithstanding the foregoing, Off-Taker may purchase additional electricity if available.
- 4. The Project net metering capacity output shall be approximately [XX] MW DC.
- 5. Target Buyer Accounts include, without limitation, the following:

EXHIBIT VII

Equipment Specs



LG NeON™ 2 72cell

LG410N2W-A5

LG405N2W-A5

LG400N2W-A5

LG395N2W-A5

72 cell

LG's new module, LG NeON™ 2, adopts Cello technology. Cello technology replaces 3 busbars with 12 thin wires to enhance power output and reliability. LG NeON™ 2 demonstrates LG's efforts to increase customer's value beyond efficiency. It features enhanced warranty, durability, performance under real environment, and aesthetic design suitable for roofs.



Enhanced Performance Warranty

LG NeON™ 2 has an enhanced performance warranty. The annual degradation has fallen from -0.6%/yr to -0.55%/yr. Even after 25 years, the cell guarantees 1.2%p more output than the previous LG NeON™ 2 modules.



High Power Output

Compared with previous models, the LG NeON™ 2 has been designed to significantly enhance its output efficiency, thereby making it efficient even in limited space.



Aesthetic Roof

LG NeON™ 2 has been designed with aesthetics in mind; thinner wires that appear all black at a distance. The product may help increase the value of a property with its modern design.



Outstanding Durability

With its newly reinforced frame design, LG has extended the warranty of the LG NeON™ 2 for an additional 2 years. Additionally, LG NeON™ 2 can endure a front load up to 5400 Pa, and a rear load up to 4300 Pa.



Better Performance on a Sunny Day

LG NeON™ 2 now performs better on sunny days thanks to its improved temperature coefficient.



Double-Sided Cell Structure

The rear of the cell used in LG NeON™ 2 will contribute to generation, just like the front; the light beam reflected from the rear of the module is reabsorbed to generate a great amount of additional power.

About LG Electronics

LG Electronics is a global player who has been committed to expanding its operations with the solar market. The company first embarked on a solar energy source research programs in 1985, supported by LG Group's vast experience in the semi-conductor, LCD, chemistry, and materials industries. In 2010, LG Solar successfully released its first Mono X® series to the market, which is now available in 32 countries. The LG NeON™ (previously known as Mono X® NeON) and the LG NeON™2 won the "Intersolar Award" in 2013 and 2015, which demonstrates LG Solar's lead, innovations and commitment to the industry.

Mechanical Properties

Cells	6 x 12
Cell Vendor	LG
Cell Type	Monocrystalline / N-type
Cell Dimensions	161.7 x 161.7 mm / 6 inches
# of Busbar	12 (Multi Wire Busbar)
Dimensions (L x W x H)	2024 x 1024 x 40 mm 79.69 x 40.31 x 1.57 inch
Front Load	5400Pa
Rear Load	4300Pa
Weight	21.7 kg
Connector Type	MC4
Junction Box	IP68 with 3 Bypass Diodes
Cables	1200 mm x 2 ea
Glass	High Transmission Tempered Glass
Frame	Anodized Aluminium

Certifications and Warranty

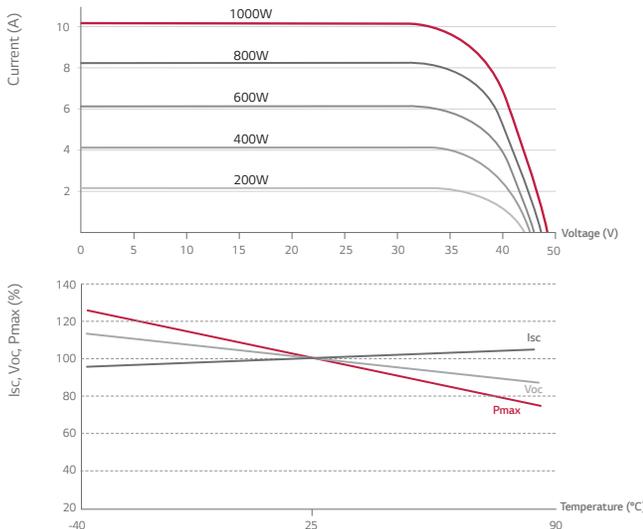
Certifications	IEC 61215, IEC 61730-1/-2 UL 1703 IEC 61701 (Salt mist corrosion test) IEC 62716 (Ammonia corrosion test) ISO 9001
Module Fire Performance (USA)	Type 1
Fire Rating (CANADA)	Class C (ULC / ORD C1703)
Product Warranty	12 years
Output Warranty of Pmax	Linear warranty**

** 1) 1st year : 98%, 2) After 2nd year : 0.55% annual degradation, 3) 25 years : 84.8%

Temperature Characteristics

NOCT	45 ± 3 °C
Pmpp	-0.36%/°C
Voc	-0.26%/°C
Isc	0.02 %/°C

Characteristic Curves



Electrical Properties (STC *)

Module	410W	405W	400W	395W
Maximum Power (Pmax)	410	405	400	395
MPP Voltage (Vmpp)	41.4	41.0	40.6	40.2
MPP Current (Impp)	9.91	9.89	9.86	9.83
Open Circuit Voltage (Voc)	49.5	49.4	49.3	49.2
Short Circuit Current (Isc)	10.55	10.51	10.47	10.43
Module Efficiency	19.8	19.5	19.3	19.1
Operating Temperature	-40 ~ +90			
Maximum System Voltage	1500 (UL)			
Maximum Series Fuse Rating	20			
Power Tolerance (%)	0 ~ +3			

* STC (Standard Test Condition): Irradiance 1,000 W/m², Ambient Temperature 25 °C, AM 1.5

* The nameplate power output is measured and determined by LG Electronics at its sole and absolute discretion.

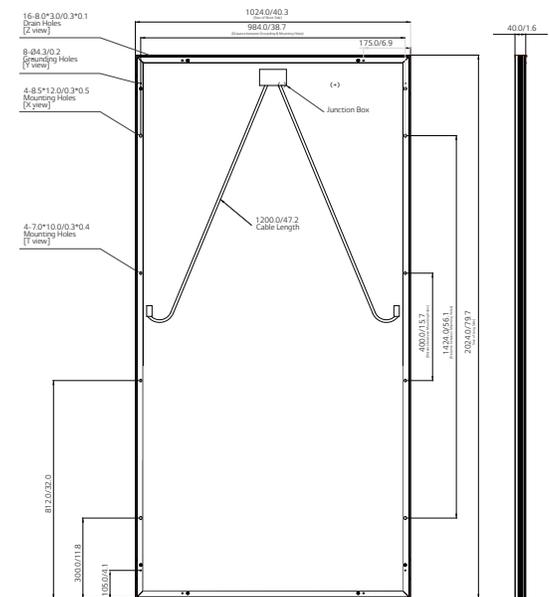
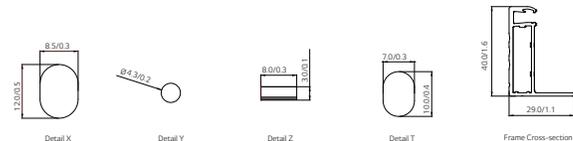
* The Typical change in module efficiency at 200W/m² in relation to 1000W/m² is -2.0%.

Electrical Properties (NOCT*)

Module	410W	405W	400W	395W
Maximum Power (Pmax)	304	300	296	293
MPP Voltage (Vmpp)	38.3	38.0	37.6	37.2
MPP Current (Impp)	7.92	7.91	7.88	7.86
Open Circuit Voltage (Voc)	46.3	46.2	46.1	46.0
Short Circuit Current (Isc)	8.47	8.44	8.41	8.38

* NOCT (Nominal Operating Cell Temperature): Irradiance 800W/m², ambient temperature 20 °C, wind speed 1m/s

Dimensions (mm/in)



* The distance between the center of the mounting/grounding holes.



North America Solar Business Team
LG Electronics U.S.A. Inc
1000 Sylvan Ave, Englewood Cliffs, NJ 07632

Contact: lg.solar@lge.com
www.lgsolarusa.com

Product specifications are subject to change without notice.

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01/01/2017

Innovation for a Better Life





Ground Mount Solutions



Driven | Ballasted



Complete Single-Source Solutions

RBI Solar's ground mount solar systems are designed and engineered for each customer's site specific conditions to minimize the field installation labor by eliminating field welding, drilling, or other on-site fabrication. Our meticulous project planning and precise execution combine to provide you with solar racking solutions that are tailored to the unique conditions of your location while reducing your overall total project costs. RBI provides a wide range of PV mounting systems in various sizes to offer freedom and flexibility to support every type of PV module.

Why choose RBI Solar?

- Single-source solutions aide in reduction of overall total project costs
- Streamlined production process
- Wider selection of component parts
- Higher strength steel with corrosion protection
- Uses less steel without sacrificing strength
- Pre-assembled components available
- Quick response & efficient communication
- Follow contours to mitigate civil/site work
- Nationwide installation services
- ETL Classified to UL Standard 2703
- 20-yr limited warranty
- 85+ years manufacturing experience & bankable financial backing





Ground Mount Solutions

- Customizable, site-specific solutions
- Multiple foundations available
- ETL classified to UL Standard 2703



Ballasted Mounting Solutions

- Two ballast foundation offerings
- Perfect for landfills, brownfields and non-penetrable sites



Design & Engineering

- Licensed in-house engineers
- Structural and foundation design
- Stamped drawings, including foundations
- Code compliance
- On-site pile testing



Manufacturing

- Multiple manufacturing facilities
- National & International capabilities
- ARRA compliant availability

Installation

- Dedicated Project & Construction Managers
- Highly skilled & specialized installation crews
- Company-owned post driving equipment

Our Job is to Make Yours Easier

Single-Source Provider

DESIGN

RBI Solar's in-house designers provides complete structural and foundation design. It is our focus to deliver the most effective and efficient racking solution for each project's site specific conditions.



ENGINEERING

Our licensed in-house engineers incorporate and analyze data from certified geotechnical reports, on-site pile testing and all applicable codes/loading considerations when designing each individual project.



MANUFACTURING

Having multiple state-of-the-art manufacturing facilities with vertical integration and refined manufacturing protocol, ensure RBI Solar delivers on overall quality of product with reduced lead times for material delivery to job sites.



INSTALLATION

RBI Solar provides single-source responsibility with in-house project management and a network of installation crews. Overall project coordination allows RBI Solar to focus on delivering projects on time and within budget.

Solar Racking Solutions from the Industry's Most Trusted Team

Contact us at info@rbisolar.com or (513) 242-2051

www.rbisolar.com





Envirotran Solar Transformer

As a result of the increasing number of states that are adopting aggressive Renewable & Alternative Energy Portfolios, the solar energy market is growing—nearly doubling year over year. Cooper Power Systems, a key innovator and supplier in this expanding market, is proud to offer Envirotran™ transformers specifically designed for Solar Photovoltaic medium-voltage applications. Cooper Power Systems is working with top solar photovoltaic developers, integrators and inverter manufacturers to evolve the industry and change the way we distribute power.

In accordance with this progressive stance, every Cooper Power Systems Envirotran Solar transformer is filled with non-toxic, biodegradable Envirotemp™ FR3™ dielectric fluid, made from renewable seed oils. On top of its biodegradability, Envirotemp™ FR3™ fluid substantially extends the life of the transformer insulation, saving valuable resources. What better way to distribute green power than to use a green transformer? In fact, delaying conversion to Envirotran transformers places the burden of today's environmental issues onto tomorrow's generations.

Cooper Power Systems can help you create a customized transformer based on site specific characteristics including temperature profile, site altitude, solar profile and required system life. Some of the benefits gained from this custom rating include:

- Reduction in core losses
- Improved payback on investment
- Reduction in foot print
- Improved fire safety
- Reduced environmental impact

You can be assured that Envirotran Solar transformers, when evaluated on total ownership cost (TOC), will save you money on losses and maintenance. For example, the following breakdown shows the savings you could experience by allowing Cooper Power Systems to site-optimize the transformer design.

Finally, when it comes time for decommissioning of your Envirotran Solar transformer, virtually all materials, from the durable core and cabinet steel to the biodegradable Envirotemp™ FR3™ fluid, can be easily and economically recycled or reclaimed. Envirotran Solar transformers are truly helping make a brighter future possible.

Rating	No Load	Load	No Load Loss ¹	Load Loss	Price	Total
1000 kVA	1,600 W	8,280 W	\$15,720	\$3,530 ²	\$32,000	\$51,250
Optimized	1,250 W	6,690 W	\$12,280	\$5,070 ³	\$27,000	\$44,350
						14%

Notes

1 Based on 20 yr, 5% interest, 9c/kWh

2 21% average loading

3 28% average loading

Values above for illustrative purposes only. Actual values will depend on many factors not discussed here.

Cooper Power Systems

by **EAT•N**

Why Envirotran Solar Transformer?

Environmentally Desirable

Envirotran Solar transformers are friendlier to the environment. While traditional liquid-filled transformers use mineral oil or synthetic oils, Envirotran transformers use the revolutionary, vegetable oil-based, dielectric coolant, Envirotemp™ FR3™ fluid. Envirotemp™ FR3™ fluid is made from soybeans, making it both non-toxic and non-hazardous. Moreover, since Envirotemp™ FR3™ dielectric fluid is petroleum independent, it doubles as a valuable renewable resource with a carbon-neutral footprint.

Because Quality Matters

Choosing the reliable and durable Envirotran Solar transformer allows you to save a substantial amount of money. It all starts with the superior performance of Envirotemp™ FR3™ fluid, preserving and protecting the paper insulation found in each coil wound by Cooper. So whether your goal is to maximize power handling performance or delay capital

expenditures, the Envirotran transformer answers the call. This extended insulation life coupled with the non-hazardous properties of Envirotemp™ FR3™ fluid makes the Envirotran Solar transformer design and industry leader in quality and reliability.

High Fire Point

With a fire point above 300 °C, you can rest assured the likelihood of a fire in a transformer filled with Envirotemp™ FR3™ fluid is nearly nonexistent. With more than 30 years of field experience, no Cooper Power Systems less-flammable fluid-filled transformer has resulted in a pool fire. Mineral oil, while exhibiting reliable dielectric properties, typically does not provide an adequate margin of fire safety during transformer failure. With a fire point at nearly double (300 °C compared to 155 °C) of mineral oil, switching to an Envirotran Solar transformer filled with Envirotemp™ FR3™ fluid will greatly minimize the long term risk associated with catastrophic transformer failures.



Product Scope

Type	Three Phase, 50 or 60 Hz, 65 °C Rise (55 °C, 55 °C/65 °C), 75 °C, 65/75 °C
Fluid Type	Envirotemp™ FR3™ fluid
Size	45 – 12,000 kVA
Primary Voltage	2,400 – 46,000 V
Secondary Voltage	208Y/120 V to 14,400 V
Coil Configuration	2-winding or 4-winding or 3-winding (Low-High-Low), 3-winding (Low-Low-High)
Specialty Designs	Inverter/Rectifier Bridge
	K-Factor (up to K-19)
	Vacuum Fault Interrupter (VFI)
	UL Listed & Labeled and Classified
	Factory Mutual (FM) Approved
	Solar/Wind Designs
	Differential Protection
Seismic Applications (including OSHPD)	

Eaton
1000 Eaton Boulevard
Cleveland, OH 44122
United States
Eaton.com

Eaton's Cooper Power Systems Business
2300 Badger Drive
Waukesha, WI 53188
Eaton.com

Eaton is a registered trademark.

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YASKAWA

SOLECTRIA XGI 1500

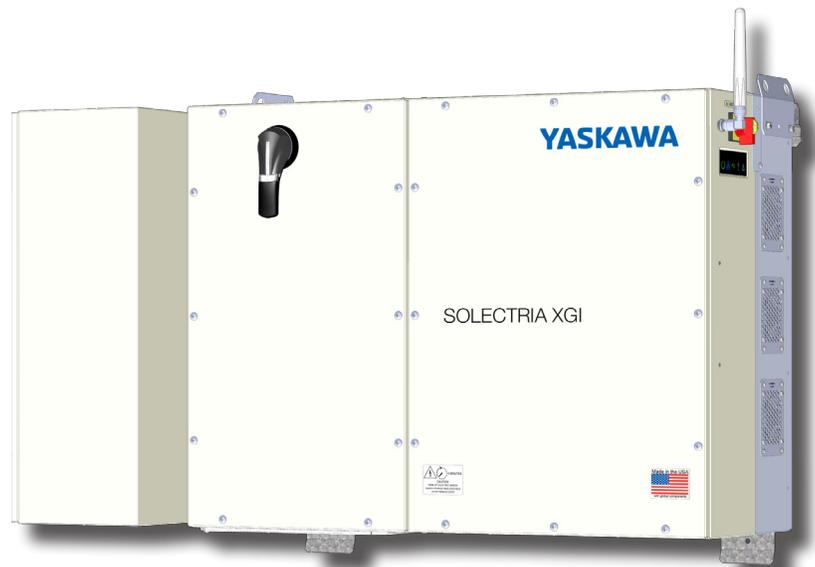
Premium 3-Ph Transformerless Utility-Scale Inverters

Features

- Made in the USA with global components
- Buy American Act (BAA) compliant
- Four models: 125kW/125kVA, 125kW/150kVA, 150kW/166kVA, 166kW/166kVA
- Flexible solution for distributed and centralized system architecture
- Advanced grid-support functionality Rule 21/UL1741SA
- Robust, dependable and built to last
- Lowest O&M and installation costs
- Access all inverters on site via WiFi from one location
- Remote diagnostics and firmware upgrades

Options

- Attachable string combiner for distributed architecture
- Plug & play MC4 or H4 connectors for the attachable string combiner
- Web-based monitoring
- Extended warranty



Yaskawa Solectria Solar's XGI 1500 utility-scale string inverters are designed for high reliability and built of the highest quality components that are tested and proven to last beyond their warranty. The XGI 1500 inverters provide advanced grid-support functionality and meet the latest IEEE 1547 and UL 1741 standards for safety. The virtual HMI allows users to connect wirelessly to the inverters using a smart phone or tablet, to accelerate commissioning. The XGI 1500 inverters are the most powerful 1500VDC string inverters in the PV market, and engineered for both distributed and centralized system architecture. Designed and engineered in Lawrence, MA, the XGI inverters are assembled and tested at Yaskawa America's facilities in Buffalo Grove, IL. The all new XGI 1500 inverters are Made in the USA with global components, and are compliant with the Buy American Act.

MADE IN THE USA



With U.S. and Global Components

SOLECTRIA SOLAR

SOLECTRIA XGI 1500

Specifications

	XGI 1500-125/125	XGI 1500-125/150	XGI 1500-150/166	XGI 1500-166/166
DC Input				
Absolute Maximum Input Voltage	1500 VDC	1500 VDC	1500 VDC	1500 VDC
Maximum Power Input Voltage Range (MPPT)	860-1250 VDC	860-1250 VDC	860-1250 VDC	860-1250 VDC
Operating Voltage Range (MPPT)	860-1450 VDC	860-1450 VDC	860-1450 VDC	860-1450 VDC
Number of MPP Trackers	1 MPPT	1 MPPT	1 MPPT	1 MPPT
Maximum Operating Input Current	147.6 A	147.6 A	177.1 A	196.0 A
Maximum Operating PV Power	127 kW	127 kW	152 kW	169 kW
Maximum DC/AC Ratio	1.5	1.5	1.5	1.5
Maximum Rated PV Input (at 1.5 DC/AC Ratio)	188 kWdc	188 kWdc	225 kW	250 kW
Attachable String Combiner (Optional, engineered for use with XGI 1500 inverters)				
Maximum Number of DC Inputs	18		24	
Fuse Rating Options	15 A, 20 A, 25 A, 30 A		15 A, 20 A, 25 A, 30 A	
Fuse Configuration Options	Both polarities fused (NEC 2014), Positive polarity fused (NEC 2017)			
PV Connector Options	Amphenol H4, Multi-Contact MC4			
DC Disconnect	Isolated by use of integrated 2-Pole DC Disconnect on the XGI 1500 inverter			
Dimensions and Weight	Height: 29.5 in. (749 mm) Width: 15.1 in. (385 mm) Depth: 12 in. (305 mm) Weight: 30 lbs (13.6 kg)			
AC Output				
Nominal Output Voltage	600 VAC, 3-Ph	600 VAC, 3-Ph	600 VAC, 3-Ph	600 VAC, 3-Ph
AC Voltage Range	-12% to +10%	-12% to +10%	-12% to +10%	-12% to +10%
Continuous Real Output Power	125 kW	125 kW	150 kW	166 kW
Continuous Apparent Output Power	125 kVA	150 kVA	166 kVA	166 kVA
Maximum Output Current	120 A	144 A	160 A	160 A
Nominal Output Frequency	60 Hz	60 Hz	60 Hz	60 Hz
Power Factor (Unity default)	+/- 0.85 Adjustable	+/- 0.85 Adjustable	+/- 0.85 Adjustable	+/- 0.85 Adjustable
Total Harmonic Distortion (THD) @ Rated Load	<3%	<3%	<3%	<3%
Grid Connection Type	3-Ph + N/GND	3-Ph + N/GND	3-Ph + N/GND	3-Ph + N/GND
Fault Current Contribution (1 cycle RMS)	144 A	173 A	192 A	192 A
Efficiency				
Peak Efficiency	98.8%	98.8%	98.8%	98.7%
CEC (pending) Average Efficiency	98.5%	98.5%	98.5%	98.5%
Tare Loss	<1 W	<1 W	<1 W	<1 W
Temperature				
Ambient Temperature Range	-40°F to 140°F (-40C to 60C)		-40°F to 140°F (-40C to 60C)	
De-Rating Temperature	122°F (50C)		113°F (45C)	
Storage Temperature Range	-40°F to 167°F (-40C to 75C)		-40°F to 167°F (-40C to 75C)	
Relative Humidity (non-condensing)	0 - 95%		0 - 95%	
Operating Altitude	9,840 ft (3 km)		9,840 ft (3 km)	
Communications				
Advanced Graphical User Interface	WiFi			
Communication Interface	RJ-45 Ethernet			
Third-Party Monitoring Protocol	SunSpec Modbus TCP/IP			
Web-Based Monitoring	Optional			
Firmware Updates	Remote and Local			
Testing & Certifications (pending)				
Safety Listings & Certifications	UL 1741, IEEE 1547, UL 1998			
Advanced Grid Support Functionality	Rule 21, UL 1741SA			
Testing Agency	ETL			
FCC Compliance	FCC Part 15, Class A			
Warranty				
Standard and Options	5 Years Standard; Options for 10, 15 and 20 Years			
Enclosure				
Acoustic Noise Rating	55 dBA @ 1 m			
DC Disconnect	Integrated 2-Pole 250 A DC Disconnect			
Mounting Angle	Vertical only			
Dimensions	Height: 29.5 in. (750 mm) Width: 38.4 in. (975 mm) Depth: 15.1 in. (384 mm)			
Weight	230 lbs (104 kg)			
Enclosure Rating and Finish	Type 4X, Polyester Powder-Coated Aluminum			

Specifications subject to change.

SOLECTRIA SOLAR

Yaskawa Solectria Solar
360 Merrimack Street
Lawrence, MA 01843
solectria.com

1-978-683-9700
Email: inverters@solectria.com

DOCR-070730-F | March 2018
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YASKAWA

EXHIBIT VIII

O&M Plan

**Operation and Maintenance Plan
for
Photovoltaic Solar Power Plants**

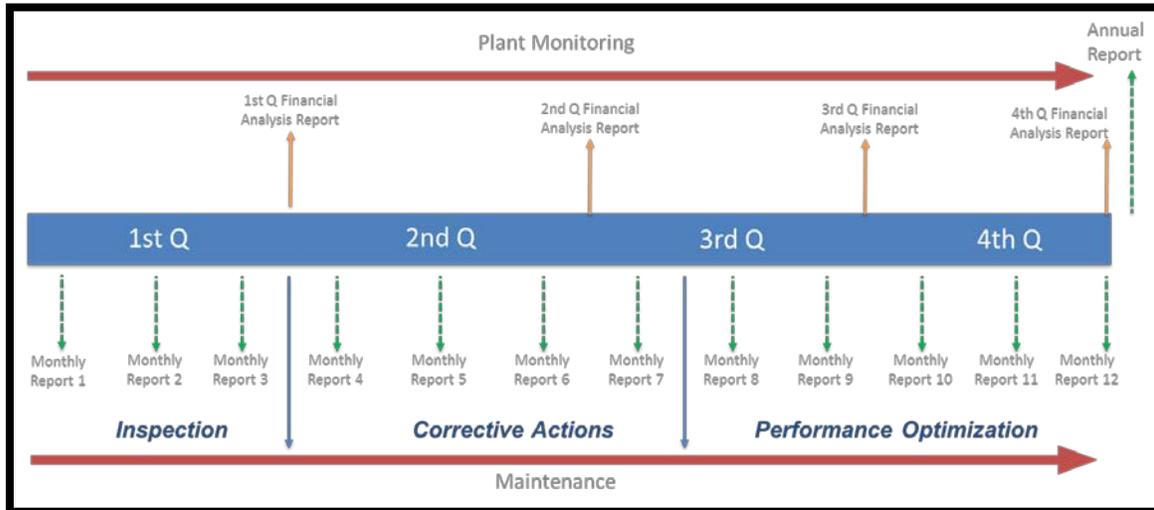


Date

March 2018

OPERATION AND MAINTENANCE PLAN

SSRE will provide routine maintenance activities on a quarterly and annual basis, to include all labor, travel and living costs, tools, spares, materials and consumables costs, as follows: (note that this is a partial list)



Quarterly:

- Note any contamination on the solar module surface (bird droppings, etc.)
- Inspect modules and racking for signs of degradation (e.g. color change, fogged glazing, delamination, warping, loose attachments, damaged wiring or connectors). Notify owner and correct all such faults using stored spare modules.
- For ground mounted systems, inspect erosion control installations are in compliance with all permits that apply to the site, and notify of owner of any non-compliance.

Annually:

In addition to the quarterly maintenance activities:

- Check and record for 20% of the strings, each string's open circuit voltage. Verify that all string voltages are within 5% of each other under similar ambient conditions. Note and correct any deviation between strings.
- DC String Cabling
 - visual inspection of cable support systems
 - visual inspection of earthing components
 - check fire insulation rating labels
 - inspect a random sample of cabling and lines for external damage
 - check DC string cable conditions
 - random check of DC connectors condition (for physical damage, overheating)
 - visual inspection of cable trays
 - visual inspection of conduit runs

- Inverters
 - Check appearance/cleanliness of the cabinet, ventilation system and insulated surfaces
 - Check the general appearance of the inverter cabinet look for any sign of damage to enclosure or water leak
 - Confirm the cabinet doors, hinges and handles are in good working order
 - Confirm DC disconnect, and AC breaker handle mechanical interlocking mechanism is in good working order
 - Confirm that there is no major rust or broken weld
 - Confirm that all doors close properly
 - Check the tightness of all electrical bolted connection
 - Check all cabling for signs of chafing or deterioration
 - Inspect the capacitor bank for loose connection, arc mark, leak or bulging
 - Check inverter fuses for sign of over heating
 - Check the condition of both AC and DC surge suppressors
 - By hand confirm that all fans are rotate freely
 - Confirm the logic boards show no signs of corrosion on the solder connections
 - Inspect air filter
- PV Modules and Frames
 - visual inspection of ground condition, vegetation, mount, erosion
 - random check of PV modules frames are securely fastened
 - check for corrosion
 - check for random mechanical connections
 - inspect for loose panels
 - inspect for clips, bolts, ballast condition
 - visual inspection of racking anchor
 - visual inspection of modules for damage
 - visual inspection of module cleanliness
 - visual inspection of conditions under modules
 - visual inspection of earthing connections
 - visual inspection for shading
- Monitoring System
 - check the internet connection
 - check if the system working properly
 - check of remote monitoring system working properly
 - check CCTV system
- Sensors
 - visual inspection of pyranometer
 - visual check of ambient temperature sensor

- random measurement of PV module surface temperature
 - visual inspection of humidity sensor
 - visual inspection of anemometer
 - visual inspection of wind vane
- Thermal Scanning of
 - PV Modules
 - inverters
 - transformers
 - switchgears
 - SCBs and RCBs
 - LV and MV boards
 - communication network
- AC Cabling and MV Components
 - visual inspection of AC cables
 - visual inspection of the medium-high voltage transformer
 - visual inspection of the medium-high voltage components between the medium-high voltage main station on Site and the Grid Connection Point (excluding transmission line)
 - visual inspection of any separate power cabinet for heavy dust deposits, pollution, humidity, and water leakage from the outside
- Preventative Maintenance of Inverters
 - Perform thorough visual inspection of the inverter cabinet to confirm mechanical integrity inverter cabinet
 - Ensure that inverter cabinet is anchored properly with pad with the bolts
 - Verify there is no water leak inside the inverter cabinet and no sign of excessive corrosion on inverter cabinet or buss-bar
 - Perform general cleaning of the inverter cabinet to ensure that inverter cabinet is clean and free from metal debris/FOB
 - Clean or replace air filters
 - Ensure inverters critical components are clean and free from debris
 - Clean and repair/replace parts as required
 - Verify proper operation of any heaters and clean/replace consumable parts as required
 - Perform thorough visual inspection of all mounted assemblies within the inverter including sub-assemblies, wiring harnesses, power supplies, contactors and all other major components of inverter
 - Inspect all mechanical and electrical connections of the power circuit (terminal blocks, lugs, etc.) and ensure all the electrical connections are secured and tight
 - Check the torque on all accessible connection and verified that they are tightened as mfg. specification

- Inspect all critical components such as inverter module, fan, MOV's, AC/DC contactor, breaker is free from debris and any mechanical or thermal stress
- Inspect AC/DC capacitors for signs of damage, such as bulging, leaking and mechanical damage
- Confirm all DC and AC surge suppressors are in good condition
- Conduct visual inspection of and verify that all safety devices, such as e-stops, DC disconnect, AC breaker, GFDI, enclosure door safety switches are functional
- Inspect all electronics and verify that there is no sign of electrical or mechanical damage to any of the board
- Ensure all logic control connections are secured and tightened properly
- Energized the power to inverter and check all electronics are healthy
- Verify and record the logic power supply voltage, and adjust the voltage if they are out of the tolerance
- Check the display unit is working properly and verify that info displayed is correct
- Check inverter control board firmware is the latest version and update the firmware if necessary
- Run the inverter and record all voltage and current readings from the front panel display of inverter and verify both AC/DC data are within the tolerance of inverter design specification
- Check for hot spots in inverter
- Perform temperature checks on breakers, connectors and associated controls
- Measure and record all phase to the voltage and currents
- Component or Parts Replacement
 - Diagnosis
 - Decommissioning
 - Dismounting
 - Re-installation
 - Re-commissioning
- Repairs
 - Diagnosis
 - Decommissioning of faulty component or a part of component
 - Repair
 - Re-installation
 - Re-commissioning
- General Maintenance
 - PV Array Cleaning
 - Snow Removal

Monitoring:

Real-time data that the SSRE Electronic Monitoring System collects, transmits, and stores, using on-site sensors and equipment, includes but not limited to:

- The performance and status of the PV power plant shall be remotely monitored on a continuous basis throughout the year
- Service reports to be generated in respect of faults in the maintained equipment
- Weather conditions shall be monitored through sensors
- Plant failures and alarms to be monitored
- Soiling levels to be monitored to be able to schedule a cleaning activity
- Power outages to be monitored to understand the production loss due to outages

Below is an example of the SSRE electronic monitoring system for one of SSRE's solar systems, Ravenbrook Landfill. This monitoring system is used to track all SSRE solar systems.

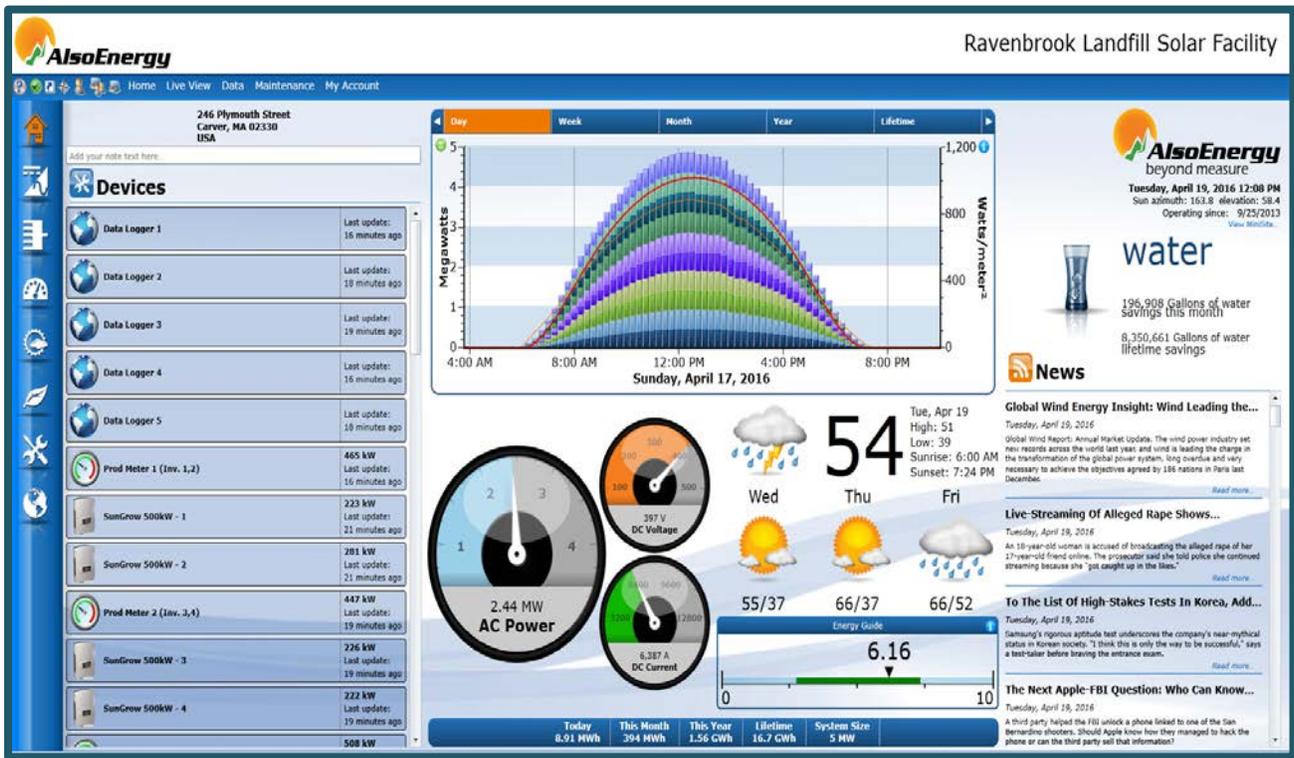


EXHIBIT IX

Transmittal Letter

June 25, 2018

Patti Jordan
City of Providence
Board of Contract and Supply
25 Dorrance St
Providence, RI 02903

RE: Transmittal Letter

Request for Proposals for Renewable Energy Projects – Providence Water

Dear Mrs. Jordan,

In accordance with the City of Providence's Request for Proposals for Renewable Energy Projects, we are submitting two (2) hard copies of the attached Southern Sky Renewable Energy Rhode Island ("SSRERI") response to the RFP. In addition, SSRERI included one (1) redacted copy of the SSRERI proposal for public records.

Sincerely yours,



Ralph A. Palumbo
Managing Director