

MEMORANDUM

To: CRA Board
From: Erica Schwarz
Date: October 20, 2021
Re: 99 Bishop Allen Drive Solar Project

BACKGROUND

The solar installation project for 99 Bishop Allen Drive was conceived as a separate project from the building renovation to provide time to research the options and plan for solar without delaying the core renovation project. A solar array design was produced by Solar Design Associates early in the project in order to ensure that renovation plans align with eventual solar installation needs.

In March 2021, the CRA signed a contract with Resonant Energy to provide solar specific project management services for this installation. It was determined at that time that the most cost effective financial structure was the Hybrid Ownership model, whereby the CRA would own the solar installation in the long term, but would enter into a contract in the short term with a financier who would own the panels initially in order to gain a federal tax benefit that would be shared with the CRA. This option reduces the installation cost to the CRA.

The CRA's operating expenses for 99 Bishop Allen Drive will also be reduced by the 30,000 kWh of electricity produced by the solar panels. Additionally, the CRA's operating budget for the Bishop Allen Drive building will benefit from Massachusetts' SMART program, which will provide a direct rebate to the CRA every month for ten years after the solar installation.

FINANCIER AND INSTALLER SELECTION

As part of their scope in managing this project, Resonant Energy identified a project financier, Collective Sun. Resonant selected Collective Sun from among the limited solar financiers that operate in Massachusetts, and finance projects of this relatively smaller size. The Collective Sun agreement is also rare among solar financing contracts in that it allows the property owner to retain all of the SMART benefit, and exit the agreement at the end of the tax credit recapture period while retaining the solar installation.

Resonant Energy also conducted a thorough solar installer selection process under MGL Chapter 25A, which allows for flexibility in selecting contractors for energy conservation projects if the project cost

is under \$100,000. Resonant issued an RFP in order to ensure respondents met necessary requirements and could be fairly compared.

A memo is attached from Resonant, recommending SunBug Solar as the CRA's installer, due to their experience in adhering to the requirements of public construction projects, including prevailing wage laws, as well as their experience in successfully completing solar installations. Resonant has worked with SunBug on many prior projects and found their work to be exceptional.

HYBRID CONTRACT STRUCTURE

The Hybrid financial structure for solar installations allows the CRA to realize some value from the Federal Investment Tax Credit. The CRA, as the property owner, enters into a Solar Power Agreement with the financier. The CRA covers 88% of the system installation cost up front. The contract is designed so that the financier owns the solar array for the first six years, which is the requirement of the tax credit, and then ownership transfers to the CRA at no cost. The CRA owns the revenue from the electricity and SMART incentives from Day One. The financier is responsible for maintenance for the first six years, provides a production guarantee for the first two years, and passes on all the standard equipment and warranties once they transfer ownership to the CRA.

TIMELINE

Once the CRA signs the Solar Power Agreement, Resonant will support the CRA in submitting an Interconnection Application to the utility and pulling permits for the project. Barring delays in one of those tasks, or extreme weather, installation will occur in January 2022 with the array expected to be energized in February.

MOTIONS

Motion: Authorizing the Executive Director to enter into a Solar Power Agreement with CollectiveSun for \$93,974 for the installation and financing of a 24.8 kW rooftop solar array at 99 Bishop Allen Drive, with SunBug Solar as the installer.

EXHIBITS

Exhibit A: Installer Selection Memo Recommending SunBug Solar from Resonant

Exhibit B: Solar Power Agreement with Collective Sun, and Cover Sheet Summary Page

Exhibit C: Solar Power Agreement Attachment: Roles of Each Party



Thomas Evans

Executive Director
Cambridge Redevelopment
Authority
Cambridge, MA 02142

Visit us

60 Clayton Street, Suite 201
Dorchester, MA, 02122

Follow us

www.resonant.energy
@Resonant_Energy

Talk to us

(617) 506-9248
madeleine@resonant.energy

October 13, 2021

Dear Tom,

On June 9, 2021, Resonant Energy issued a request for proposals (RFP) to add solar PV to 99 Bishop Allen Drive, Cambridge, MA 02139, owned by Cambridge Redevelopment Authority, with an initial solar design of 31.2 kW DC. Resonant Energy is a solar developer based in Dorchester, MA focusing on expanding clean energy access to non-profits and low income populations and we're excited to work with CRA on this project.

The Solar RFP, following the procurement method found in M.G.L. Chapter 25A, Chapter 149, was sent a list of qualified Engineering, Procurement, and Construction contractors (EPCs). No EPC joined the virtual walk through and only one company submitted a formal bid. Given this limited response, we followed up with seven EPCs, with whom we knew to be qualified contractors based on their number of years in business, demonstrated experience, customer satisfaction, and previous partnership development with Resonant Energy. Even among this additional outreach initiative, only one more additional EPC responded. We've seen similarly slow responses on other recent RFP and believe that some of the barriers to a larger pool of candidates include the prevailing wage requirement, the relatively small size of the project, and the lack of capacity for installers this year.

Proposals were requested from twelve EPCs, six of which took a look at the project and declined to bid, four did not respond, and two submitted competitive responses. The following two installers submitted competitive responses:

- SunBug Solar (SunBug)
- Sunlight Solar (Sunlight)

After much discussion and analysis, we are pleased to recommend SunBug Solar (Sunbug) as your installation partner.

As a next step, please let us know which contractor you would like to work with.

Best regards,

A handwritten signature in black ink that reads "Madeleine Barr".

Madeleine Barr, VP of Outreach and Sales

Contractor RFP Report

CRA: 99 Bishop Allen Drive



Summary of Installation Partners

	Strengths	Weaknesses
Sunlight Solar	<ul style="list-style-type: none"> • 3,000+ clients nationally • 4,000+ completed installations • National Company with 5 locations across 4 states (CO, CT, MA & OR) • “Best Solar Companies in MA for 2021” (EnergySage) 	<ul style="list-style-type: none"> • Resonant has not worked with them before • Has not worked on a project requiring Prevailing Wages before • No experience or demonstrated understanding of MA Prevailing Wage Schedule and implementation
SunBug Solar	<ul style="list-style-type: none"> • 2,000 clients in MA • B-Corp certified • Participant in MassCEC’s Solarize MA campaigns; Selected PV integrator for MassCEC’s Solar Access program • “Super Service” (Angie’s List) awardee since 2012; “Best Solar Companies in MA for 2021” (EnergySage) • Has worked projects requiring Prevailing Wage before • Resonant has worked with them on several other projects 	<ul style="list-style-type: none"> • Tend to come in more expensive than other installers

Installation Partners Who Did Not Respond or Declined to Bid

Company	Response	Company	Response
ACE Solar	Declined to bid	JRB Electric	No Response
Devlin Solar	Declined to bid	Homeland Electrical	No Response
Summit Energy	Declined to bid	Second Generation Energy	No Response
RevoluSun	Declined to bid		
KW Management	Declined to bid		
SmartRoof Capital	Declined to bid		
Greenworks Energy	No Response		

Contractor RFP Report

CRA: 99 Bishop Allen Drive



Overview of Companies

	SunBug Solar	Sunlight Solar
Company Details		
Location	Arlington, MA	Marlborough, MA (with 4 other locations in CT, CO, & OR)
Year Incorporated	2009	1988
Number of Employees	28	50
Experience		
Historic Capacity Installed	25 MW	10+ MW in MA
Equipment		
Panel Selection	REC (360W)	Hanwha Q-Cell (340W)
Panel Warranty	Product: 12 Yrs Production: 25 Yrs	Product: 12 Yrs Production: 25 Yrs
Inverter Selection	SolarEdge	SolarEdge
Inverter Warranty	Product: 12 Yrs	Product: 12 Yrs
Pitched Roof Racking	Snap N Rack	Snap N Rack

Contractor RFP Report

CRA: 99 Bishop Allen Drive



Comparison of EPC Costs

	SunBug Solar*	Sunlight Solar
System Size	24.8 kW	31.6 kW
Materials and Construction	\$94,389	\$99,850
Construction Mgmt Fee (RE)	\$12,410	\$15,810
Construction Mgmt Fee (RE)	\$0.50/watt	\$0.50/watt
Total Construction Cost	\$106,799	\$115,660
Hybrid Ownership Discount	12%	12%
Cost to You (\$/W)	\$3.79	\$3.22
Cost to You (\$)	\$93,983	\$101,781
IRR	6.66%	7.33%
Net Lifetime Savings (Total Benefit Subtracted by Project Cost) (\$)	\$92,473	\$111,073

***Note:** SunBug Solar removed a few of the least efficient panels in order to fulfill the procurement requirement to keep the procurement from exceeding the \$100,000 cap.

Contractor RFP Report

CRA: 99 Bishop Allen Drive



SunBug Bid Cash Flow

Sunbug Solar Cash Flow		System Size kW DC		Installation Discount		12%		IRR						
		Starting Cost	24.8	Cost to You	\$93,983	6.66%								
Year	Est. Solar Output (kWh)	Est. Utility Savings (\$/kWh)	Estimated Utility Rate (\$/kWh)	Estimated Utility Savings	MA SMART Incentives	MA SMART Rate (\$/kWh)	Estimated SMART Revenue	MA RECs	Estimated REC Rate (\$/kWh)	Estimated REC Revenue	Estimated Insurance	Est. Operations & Maintenance	Annual Benefits	Cumulative Savings
0														
1	30,300	\$0.153	\$4,636	+	\$0.138	\$4,191	+				(\$199)		\$8,629	(\$93,983)
2	30,149	\$0.157	\$4,737		\$0.138	\$4,170					(\$203)		\$8,705	(\$85,354)
3	29,998	\$0.161	\$4,841		\$0.138	\$4,149					(\$207)		\$8,784	(\$76,649)
4	29,848	\$0.166	\$4,947		\$0.138	\$4,129					(\$211)		\$8,865	(\$67,866)
5	29,699	\$0.170	\$5,055		\$0.138	\$4,108					(\$215)		\$8,948	(\$59,001)
6	29,550	\$0.175	\$5,165		\$0.138	\$4,088					(\$219)		\$9,034	(\$50,053)
7	29,402	\$0.180	\$5,278		\$0.138	\$4,067					(\$224)	(\$559)	\$8,563	(\$41,019)
8	29,255	\$0.184	\$5,394		\$0.138	\$4,047					(\$228)	(\$570)	\$8,642	(\$32,456)
9	29,109	\$0.189	\$5,512		\$0.138	\$4,027					(\$233)	(\$582)	\$8,724	(\$23,814)
10	28,963	\$0.194	\$5,632		\$0.138	\$4,006					(\$237)	(\$593)	\$8,808	(\$15,090)
11	28,819	\$0.200	\$5,755					\$0.030	\$865	\$865	(\$242)	(\$605)	\$5,773	(\$6,282)
12	28,675	\$0.205	\$5,881					\$0.030	\$860	\$860	(\$247)	(\$617)	\$5,877	(\$509)
13	28,531	\$0.211	\$6,010					\$0.030	\$856	\$856	(\$252)	(\$630)	\$5,984	\$5,368
14	28,389	\$0.216	\$6,141					\$0.030	\$852	\$852	(\$257)	(\$642)	\$6,094	\$11,352
15	28,247	\$0.222	\$6,275					\$0.030	\$847	\$847	(\$262)	(\$655)	\$6,206	\$17,446
16	28,105	\$0.228	\$6,413					\$0.030	\$843	\$843	(\$267)	(\$668)	\$6,320	\$23,652
17	27,965	\$0.234	\$6,553					\$0.030	\$839	\$839	(\$273)	(\$681)	\$6,438	\$29,972
18	27,825	\$0.241	\$6,696					\$0.030	\$835	\$835	(\$278)	(\$695)	\$6,558	\$36,410
19	27,686	\$0.247	\$6,843					\$0.030	\$831	\$831	(\$284)	(\$709)	\$6,681	\$42,968
20	27,547	\$0.254	\$6,992					\$0.030	\$826	\$826	(\$289)	(\$723)	\$6,806	\$49,648
21	27,410	\$0.261	\$7,145					\$0.030	\$822	\$822	(\$295)	(\$738)	\$6,935	\$56,454
22	27,273	\$0.268	\$7,301					\$0.030	\$818	\$818	(\$301)	(\$752)	\$7,066	\$63,389
23	27,136	\$0.275	\$7,461					\$0.030	\$814	\$814	(\$307)	(\$767)	\$7,201	\$70,455
24	27,001	\$0.282	\$7,624					\$0.030	\$810	\$810	(\$313)	(\$783)	\$7,338	\$77,656
25	26,866	\$0.290	\$7,791					\$0.030	\$806	\$806	(\$319)	(\$798)	\$7,479	\$84,994
Total	713,745		\$152,078	+		\$40,982	+		\$12,524	\$12,524	(\$6,360)	(\$12,768)	\$186,456	\$92,473

Contractor RFP Report

CRA: 99 Bishop Allen Drive



Sunlight Bid Cash Flow

Sunlight Solar Cash Flow		System Size kW DC		Installation Discount		IRR		Year		
		Starting Cost	31.6	Cost to You	12%	\$101,781	7.33%	0	Total	
Year	Est. Solar Output (kWh)	Est. Utility Savings (\$/kWh)	Estimated Utility Rate (\$/kWh)	Estimated Utility Savings	MA SMART Incentives	MA RECs	Estimated Insurance	Est. Operations & Maintenance	Annual Benefits	Cumulative Savings
					Estimated SMART Rate (\$/kWh)	Estimated REC Rate (\$/kWh)				
0										(\$101,781)
1	34,963	\$0.153	\$0.138	\$5,349	\$0.138		(\$253)		\$9,933	(\$91,848)
2	34,788	\$0.157	\$0.138	\$5,466	\$0.138		(\$258)		\$10,020	(\$81,828)
3	34,614	\$0.161	\$0.138	\$5,586	\$0.138		(\$263)		\$10,111	(\$71,717)
4	34,441	\$0.166	\$0.138	\$5,708	\$0.138		(\$268)		\$10,204	(\$61,513)
5	34,269	\$0.170	\$0.138	\$5,833	\$0.138		(\$274)		\$10,299	(\$51,214)
6	34,098	\$0.175	\$0.138	\$5,960	\$0.138		(\$279)		\$10,398	(\$40,816)
7	33,927	\$0.180	\$0.138	\$6,091	\$0.138		(\$285)	(\$712)	\$9,787	(\$31,030)
8	33,757	\$0.184	\$0.138	\$6,224	\$0.138		(\$291)	(\$726)	\$9,876	(\$21,153)
9	33,589	\$0.189	\$0.138	\$6,360	\$0.138		(\$296)	(\$741)	\$9,969	(\$11,185)
10	33,421	\$0.194	\$0.138	\$6,499	\$0.138		(\$302)	(\$756)	\$10,064	(\$1,121)
11	33,254	\$0.200	\$0.138	\$6,641	\$0.138	\$0.030	(\$308)	(\$771)	\$6,559	\$5,438
12	33,087	\$0.205	\$0.138	\$6,786	\$0.138	\$0.030	(\$315)	(\$786)	\$6,678	\$12,116
13	32,922	\$0.211	\$0.138	\$6,935	\$0.138	\$0.030	(\$321)	(\$802)	\$6,799	\$18,916
14	32,757	\$0.216	\$0.138	\$7,086	\$0.138	\$0.030	(\$327)	(\$818)	\$6,924	\$25,840
15	32,594	\$0.222	\$0.138	\$7,241	\$0.138	\$0.030	(\$334)	(\$834)	\$7,051	\$32,890
16	32,431	\$0.228	\$0.138	\$7,400	\$0.138	\$0.030	(\$340)	(\$851)	\$7,181	\$40,071
17	32,268	\$0.234	\$0.138	\$7,561	\$0.138	\$0.030	(\$347)	(\$868)	\$7,314	\$47,385
18	32,107	\$0.241	\$0.138	\$7,727	\$0.138	\$0.030	(\$354)	(\$886)	\$7,450	\$54,835
19	31,947	\$0.247	\$0.138	\$7,896	\$0.138	\$0.030	(\$361)	(\$903)	\$7,589	\$62,425
20	31,787	\$0.254	\$0.138	\$8,068	\$0.138	\$0.030	(\$369)	(\$921)	\$7,732	\$70,157
21	31,628	\$0.261	\$0.138	\$8,245	\$0.138	\$0.030	(\$376)	(\$940)	\$7,878	\$78,035
22	31,470	\$0.268	\$0.138	\$8,425	\$0.138	\$0.030	(\$383)	(\$959)	\$8,027	\$86,062
23	31,312	\$0.275	\$0.138	\$8,609	\$0.138	\$0.030	(\$391)	(\$978)	\$8,180	\$94,241
24	31,156	\$0.282	\$0.138	\$8,797	\$0.138	\$0.030	(\$399)	(\$997)	\$8,336	\$102,577
25	31,000	\$0.290	\$0.138	\$8,990	\$0.138	\$0.030	(\$407)	(\$1,017)	\$8,496	\$111,073
Total	823,587			\$175,482	\$47,289	\$14,452	(\$8,102)	(\$16,267)	\$212,854	\$111,073

Update on Interconnection and SMART

- All interconnection applications will be submitted by Solar Design Associates, as previously agreed;
 - CRA hired Solar Design Associates to go to site to take measurements, evaluate solar capacity, prepare interconnection application, and submit the final document to Eversource.
 - The submission of interconnection applications begins the Eversource review period, which is mandated by MA to take no more than 15 business days.
- Update on SMART
 - While we cannot guarantee the SMART placement for the participating sites, we are on track for the expected SMART Base Block (Eversource East Small Block 6).
 - Based on the rate that Eversource Small SMART Blocks fill up, we expect the Block to fill up by late November, 2021. With approval from the CRA board on this selection and contract, we will finalize and submit the application to reserve SMART before this anticipated block step down date.
- Grid modifications
 - Grid modifications are not common for projects of this size so we do not anticipate additional fees to result from Eversource's review of the interconnection application. We cannot guarantee that this will be the case as we do not have full transparency into Eversource's technical information and grid modification criteria. Any potential additional costs will be discussed with CRA and agreed upon in writing before proceeding.
- Electrical modifications
 - There may be some changes to the scope of work for the installer due the addition of the new CT Cabinet described in an email to Resonant on 9/24/21. If there is a change in the cost of this project, it should be minimal and Resonant will consult with the selected installer to get their thoughts on what a potential cost increase would look like.

Contractor RFP Report

CRA: 99 Bishop Allen Drive



After a thorough review and negotiation with the potential installation partners for the Cambridge Redevelopment Authority, our strong recommendation is to proceed with **Sunbug Solar**. It is our conclusion that they are best positioned to deliver the most value to the solar project at 99 Bishop Allen Drive.

Contractor RFP Report

CRA: 99 Bishop Allen Drive



Appendix 1: [Hybrid Ownership financing and savings](#)

CollectiveSun is our preferred financing partner for this project. They offer a unique financing known as Hybrid Ownership which maximizes the benefits to CRA. CRA will benefit from the federal solar tax credit as a non-profit organization without giving up the Solar Massachusetts Renewable Target (SMART) State Incentive or the electricity savings. As a result, CollectiveSun is the exclusive financing partner for this project. Below is a summary of their contract stipulations and what they entail.

	Collective Sun Baseline (SPA)
Upfront Discount	12%
Federal Tax Credit	Goes to Financier
10-Year SMART Incentives	Goes to CRA
Ongoing Payment for Electricity	Zero ongoing payments
Y7 Buyout	Designed to be No Cost
Term of Agreement	20 Years
Output Guarantee	90% of Y1 Output Guaranteed; 0.6% Annual Degradation Rate. Approximately \$0.17/kWh paid to you for shortfall
Operations & Maintenance	Covered for 6 years, then CRA
Insurance	CRA responsibility from Year 1
Total Upfront Cost to CRA (Assuming SunBug pricing)	\$93,983
IRR	6.66%

Contractor RFP Report

CRA: 99 Bishop Allen Drive



Appendix 2: Sunlight Solar's Bid Documents

Exhibit A: RFP Response Form

99 Bishop Allen Drive - Request for Proposals

How to use this form:

This RFP Response Form is for responses to the Request for Proposals for the solar system planned for 99 Bishop Allen Drive in Cambridge, MA. This form is designed to be a checklist for complete responses to the Request for Proposals.

1. Please review this form and project context first before completing.
2. Enter contact information for your organization.
3. Confirm that you meet the minimum requirements on pages 1-2.
4. **Fill out the green spaces** as indicated in pages 1-4 and 9.
5. Calculate a price per watt on page 9 and enter this information in the green space under proposal summary on page 2
6. Add any additional context or narrative information to page 3-4
7. Sign on pages 8 and 10.
8. Submit this form, along with **Exhibit C** and any attachments for documentation by email to **nicole@resonant.energy** with the subject line **"99 Bishop Allen Drive Solar Contractor Proposal"** before the RFP deadline (**July 1, 2021**)

Minimum Requirements:

Contractor Information and Eligibility:

Business Name	SunBug Solar LLC
Business Address	411A Highland Ave, Suite 312, Somerville, MA 02144
Main Point of Contact Name	Dan Covey
Contact Title	Business Development Manager – EPC Partners Division
Contact Phone Number	617-500-3937
Contact Email Address	Dan.covey@sunbugsolar.com

Please affirm that you have met the following eligibility requirements for response:

Eligibility Requirement	Have you met this requirement? (Yes/No)
Will adhere to Massachusetts Prevailing Wage Law	Yes
Have required OSHA 10 training for employees	Yes
Have installed a minimum of one hundred (100) solar PV projects in Massachusetts OR have installed solar PV for a minimum of five (5) years in Massachusetts.	Yes
Is a professional contractor licensed to conduct business in Massachusetts.	Yes
Includes on the project team at least one electrician holding a valid and current Massachusetts electrical license enabling them to perform any electrical work on the solar PV project.	Yes

Is able to secure and hold 50% payment bond for this project	Yes
Is able to complete the scope of work as detailed in Section IV of the Request for Proposals, including the project specifications and timeline	Yes

Project Scope

Please confirm that you will meet the following scope requirements if awarded:

Project Scope Requirements	Will you meet this requirement? (Yes/No)
Provision of production monitoring plan through materials selected	Yes
Use Tier I PV Modules	Yes
Confirm ability to conduct a site audit	Yes
Confirm ability to apply for interconnection and incentive applications	Yes
Confirm ability to build the system as specified.	Yes, but requires a site visit by SunBug to commit and availability of specific product.
Confirm ability to use the SDA Site Design provided in this Request for Proposals	Yes, but requires a site visit by SunBug to commit and availability of specific product.
Procure and use materials that are compatible with each other and which meets the requirements of the 2020 NEC and the 9th edition of the Massachusetts State Building Code.	Yes
Include plan for the continued operation and maintenance of the system AND a production guarantee for two years at 90% of Year 1 production	Yes (production guarantee must be based on SunBug Solar's production analysis).
Confirm ability to preserve roof warranty through coordination of a pre- and post-installation roof inspection and roof warranty documentation.	Yes

Summary of Proposal

Proposed Price Per Watt:

\$3.761/W DC

Please outline below any notes for what is or is not included in your summary price per watt:

The state licensing board is still delayed on issuing electrical apprentice cards for 2021. In order to account for this, pricing reflects that all construction staff (apprentices & journeyman electricians alike) are budgeted at the Prevailing Wage rate for Journeymen electricians. In the event that apprentice cards are issued prior to construction, SunBug can provide a cost reduction based on the appropriate apprentice rate. This strategy comes from our experience on other prevailing wage projects and the specific language in the Prevailing Wage Rate Sheet provided to us:

- *All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.*

Proposal Narrative and Additional Information

Please include a narrative below for how you will meet the scope of work for this project. (**Section IV** of the Request for Proposals). Include any additional information about your proposal.

SunBug Solar employs an experienced staff in operations, project management, system design, construction (including licensed electricians and apprentices) that will be dedicated to the completion of this project. If selected as the EPC for this project, SunBug staff would begin coordinating all deliverables, including completion of the site visit and collaborating with solar developer (Resonant Energy) and design firm (Solar Design Associates) to make any design revisions, in line with a number of previous projects we have embarked on in collaboration with these two firms. SunBug will procure all materials, pull permits, generate a safety plan, execute system installation, coordinate inspections, and obtain Permission to Operate from the utility.

Plan for Operation and Maintenance

Please include below either your plan for the continued operation and maintenance of the system and your commitment to providing a production guarantee for two years at a minimum of 90% of the first year's expected production.

SunBug Solar has an experience Service Department that can be deployed in the event of a product or (unlikely) workmanship failure. SunBug will set aside revenue to cover any production guarantee obligations in the event the system production requirements are not met.

Project Experience

Please describe your experience over the last 5 years installing solar for Mass Chapter 149 projects. Please include the total number of Chapter 149 projects completed and a description of up to 5 Chapter 149 projects that were of similar scope to that at 99 Bishop Allen Drive.

Town of Goshen, 15kW
Town of Windsor, 25kW
Codman Community Farm, 54kW

References

Please include below contact information for at least three references for whom the firm has conducted a solar installation. At least one reference must be for a public M.G.L. Chapter 149 project.

All public M.G.L. Chapter 149 projects:
Happy to provide other residential, non-profit, or commercial references at request

Codman Community Farm
58 Codman Road, Lincoln, MA
Contact email: alperovitz@gmail.com

Town of Windsor
1890 Route 9, Windsor, MA 02170
Contact email: stu@alpinesolarheat.com

Town of Goshen
56 Main St, Goshen, MA 01032
Contact email: aotis25@gmail.com

A: Scope Requested

- 1. Existing Site Conditions**
- 2. System Design Preferences**
- 3. Expected EPC Contract Terms & Project Timeline**
- 4. Pre-Contract Work & Contractor Reimbursement Fee**

B: System Design Proposal & Pricing

Please respond to the green-highlighted cells by filling them in, or attaching documentation separately where noted.

A: SCOPE REQUESTED

1) Existing Site Conditions

Site Address	<input type="radio"/> A	93-99 Bishop Allen Drive, Cambridge, MA 02139
Customer	<input type="radio"/> O	Cambridge Redevelopment Authority
Roofing Material <i>Write replacement material if new roof</i>	<input type="radio"/> O	Asphalt Shingle
Roof Pitch	<input type="radio"/> A	Various tilts
Utility Account #	<input type="radio"/> A	1169 277 0032
Utility Meter #	<input type="radio"/> A	5043546
Phase of Service	<input type="radio"/> A	3-Phase
Building Drawings Attached	<input type="radio"/> O	Yes
Additional Notes	<input type="radio"/> O	

2) System Design Preferences

AC System Size	<input type="radio"/> O	Not to Exceed 23.4 kW AC
DC System Size	<input type="radio"/> O	To match SDA Design
Production Estimate	<input type="radio"/> A	Estimated kWh/kW DC/yr Please use Boston Logan weather station data.
Design Priorities	<input type="radio"/> O	In order: 1. Size preference (eg. Specific System Size) 2. Cost preference 3. Output preference 4. Design preference
Behind-the-Meter or Standalone Meter?	<input type="radio"/> A	Behind the Meter
Panel Make & Model	<input type="radio"/> O	(93) 335 W Q.PEAK DUO-G5 Panels
Inverter Make & Model	<input type="radio"/> A	SOLAREEDGE SE14.4KUS PV INVERTER, SOLAREEDGE SE9KUS PV INVERTER
Optimizer Make & Model	<input type="radio"/> A	(93) SOLAREEDGE POWER OPTIMIZER P340
Racking Make & Model	<input type="radio"/> A	Attachment Racking
Racking Tilt	<input type="radio"/> A	No tilt
Racking Interrow Spacing	<input type="radio"/> A	No interrow spacing
Revenue Grade Meter Required?	<input type="radio"/> A	No
Roof Penetrations Allowed if Needed?	<input type="radio"/> O	Yes
Additional Notes	<input type="radio"/> O	



3) Expected Contract Terms & Project Timeline

Financier	OS	Collective Sun
Equipment Warranties Required	OS	Panels: Any Tier 1 Inverters: 20 - Yr warranty required
Labor Warranty Required	OS	10 Years
Roof Warranty	OS	Roof warranty must not be voided.
Production Guarantee Term & Output	OS	2 years, 90% of expected output
O&M Required?	OS	1 year (eg. servicing faulty equipment)
Target Construction Start Date	OS	9/16/2021
Safe Harbor Present Tax Credit Value?	OS	No
Safe Harbor Requirements if Applicable	OS	N/A
Particular Document Requirements	S	
Guaranteed Final Completion Date	S	90 calendar days from NTP
Liquidated Damages	S	\$0.15/W
Commissioning Protocol	S	Attached separately, only exhibits 1-3

4) Pre-Contract Work & Contractor Reimbursement Fee

Pursuant to the terms of the Solar Development Agreement, in the event that the project is canceled, Developer agrees to reimburse Contractor for the Pre-Contract Work listed as Requested below. Unless otherwise noted, the scopes of work below are not authorized until after Resonant Design Approval.

Engineering Services	Value	Requested?	Notes
Site Evaluation(s) & Site Evaluation Deliverables	\$300	Requested	<i>Authorized before Resonant Design Approval. "</i>
Simplified Interconnection Application & ISA	\$200	Requested	<i>Please send RE a copy of the application after it is submitted.</i>
Stamped Single or Three-Line Diagram & Expedited or Standard Interconnection Application & ISA	\$1,300	Not Requested	<i>Please allow RE to review application prior to submission.</i>
Stamped Structural Letter, Including Site Visit by Structural Engineer if Required	\$600	Requested	<i>Please allow RE to review the design before requesting the stamp.</i>
Permit Plan Set with Electrical Engineer Stamp	\$1,000	Requested	<i>Please allow RE to review before requesting the stamp.</i>
Stamped Ballast Map from Racking Mfr.	\$200	Not Requested	<i>Please allow RE to review before requesting the stamp.</i>
All Permit(s) for a Residential Solar System	\$100	Not Requested	<i>Please provide a copy of the application.</i>
All Permit(s) for a Commercial Solar System	\$15 per kW AC	Requested	<i>Please provide a copy of the application.</i>
SMART Application and Final Claim Submission	At Cost	Requested	<i>Please allow RE to review application prior to submission. Please grant RE admin permissions on PowerClerk.</i>
MassACA Application Submission	At Cost	Not Requested	<i>Please provide confirmation of application submission.</i>
Historic Commission Application and Presentation	\$200	Not Requested	<i>Please provide confirmation of application submission.</i>
Other			
TOTAL not to exceed \$6,000			

Developer Affirmation of Reimbursement

By: _____

Date: _____

Exhibit B: System Design Proposal & Pricing

2) Contractor Preliminary Design

AC System Size	A	17.3 kW AC
DC System Size	A	24.84 kW DC
Production Estimate Please use Boston Logan weather station data.	A	ESTIMATED 30,326 kWh per year (1,221 kWh/kW-DC/yr)
Shading Loss Estimate	A	3.6%
Behind-the-Meter or Standalone Meter?	A	BTM
Panel Make & Model	A	(69) REC TwinPeak4 Black Series 360
Inverter Make & Model	A	(1) SolarEdge SE17.3K-US
Optimizer Make & Model	A	SolarEdge P401
Racking Make & Model	A	SnapNRack UltraRail
Racking Tilt	A	Flush with roof
Racking Interrow Spacing	A	N/A
Revenue Grade Meter Make & Model	A	Not required
Customer-Side Transformer Required	S	Unknown (unlikely)
Proposed Location of Customer Utility Meter	OS	Outside, per SDA Plans
Proposed Location of New SMART Meter	OS	Outside, per SDA Plans
Layout of Panels and Electrical Equipment Including tilt & azimuth, conduit, inverter and disconnect(s)	O	<i>Please attach separately.</i>
Production Report with System Loss Assumptions	A	<i>Please attach separately</i>

3) EPC Price & Adders

Item		Cost (\$)	(\$/W)	Description
Base EPC Price	S	93,416	3.761	
Structural Reinforcement	S			TBD, if required
Building Electric System Upgrade	S			TBD, if required
Fixing Code Violations	S			TBD, if required
Ensuring Roof Warranty Is Not Voided	S			TBD upon coordination with roofing company. Can handle at cost.
Cellular or Wireless Communication	S	Included		<i>Duration of data plan (10+ yrs): 5 yrs cellular</i>
Snow Guards	S			N/A based on understanding of roof pitches, but should take a closer look at during site evaluation
Extended Inverter Warranty	S	Included		<i>Term of warranty: 20 yrs</i>
Workmanship Warranty	S	Included		<i>Term of warranty: 10 yrs Please provide a copy of the warranty.</i>

Other (Please Specify)	S			
Total EPC Price Including Adders	AS	\$93,416	3.761	Includes all construction staff paid Journeyman Prevailing Wage

Developer Affirmation

By: _____

Title: _____

Date: _____

CERTIFICATION OF GOOD FAITH

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated this 7/1/2021 day of _____, _____
SunBug Solar

Name of Organization

Daniel Covey

Print Name of Person Signing

Business Development Manager - EPC Partners Division

Title of Person Signing

DocuSigned by:

Daniel Covey

7/1/2021

Signature

EXHIBIT C

Labor Harmony and OSHA Training Certification

The undersigned respondent or agent, being duly sworn on oath, does affirm to:

Furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Ensure that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration at the time each employee begins work and will furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

Ensure that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration.

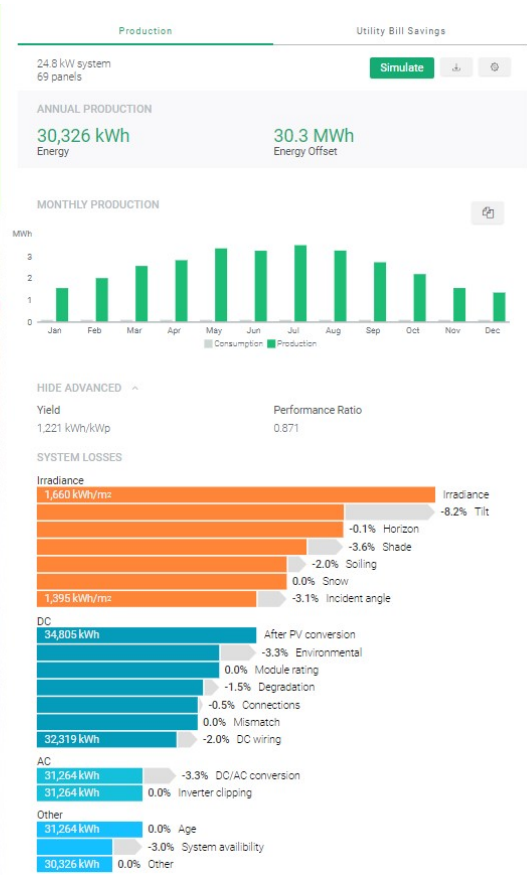
Dated this 1 day of July, 2021

Sunbug Solar
Name of Organization

Adam Thurrell
Print Name of Person Signing

Dir. of Operations
Title of Person Signing

Adam Thurrell
Signature



Contractor RFP Report

CRA: 99 Bishop Allen Drive



Appendix 3: SunBug Solar's Bid Documents

Exhibit A: RFP Response Form

99 Bishop Allen Drive - Request for Proposals

How to use this form:

This RFP Response Form is for responses to the Request for Proposals for the solar system planned for 99 Bishop Allen Drive in Cambridge, MA. This form is designed to be a checklist for complete responses to the Request for Proposals.

1. Please review this form and project context first before completing.
2. Enter contact information for your organization.
3. Confirm that you meet the minimum requirements on pages 1-2.
4. **Fill out the green spaces** as indicated in pages 1-4 and 9.
5. Calculate a price per watt on page 9 and enter this information in the green space under proposal summary on page 2
6. Add any additional context or narrative information to page 3-4
7. Sign on pages 8 and 10.
8. Submit this form, along with **Exhibit C** and any attachments for documentation by email to **nicole@resonant.energy** with the subject line **"99 Bishop Allen Drive Solar Contractor Proposal"** before the RFP deadline (**July 1, 2021**)

Minimum Requirements:

Contractor Information and Eligibility:

Business Name	Sunlight Solar Energy
Business Address	419 Lincoln St. Marlborough, MA, 01752
Main Point of Contact Name	Carl Hovagimian
Contact Title	Director of Operations
Contact Phone Number	781-373-3263
Contact Email Address	carl@sunlightsolar.com

Please affirm that you have met the following eligibility requirements for response:

Eligibility Requirement	Have you met this requirement? (Yes/No)
Will adhere to Massachusetts Prevailing Wage Law	Yes
Have required OSHA 10 training for employees	Yes
Have installed a minimum of one hundred (100) solar PV projects in Massachusetts OR have installed solar PV for a minimum of five (5) years in Massachusetts.	Yes
Is a professional contractor licensed to conduct business in Massachusetts.	Yes
Includes on the project team at least one electrician holding a valid and current Massachusetts electrical license enabling them to perform any electrical work on the solar PV project.	Yes
Is able to secure and hold 50% payment bond for this project	Yes

Is able to complete the scope of work as detailed in Section IV of the Request for Proposals, including the project specifications and timeline	Yes
-------------------------------------------------------------------------------------------------------------------------------------------------	-----

Project Scope

Please confirm that you will meet the following scope requirements if awarded:

Project Scope Requirements	Will you meet this requirement? (Yes/No)
Provision of production monitoring plan through materials selected	Yes
Use Tier I PV Modules	Yes
Confirm ability to conduct a site audit	Yes
Confirm ability to apply for interconnection and incentive applications	Yes
Confirm ability to build the system as specified.	Yes
Confirm ability to use the SDA Site Design provided in this Request for Proposals	Yes
Procure and use materials that are compatible with each other and which meets the requirements of the 2020 NEC and the 9th edition of the Massachusetts State Building Code.	Yes
Include plan for the continued operation and maintenance of the system AND a production guarantee for two years at 90% of Year 1 production	Yes
Confirm ability to preserve roof warranty through coordination of a pre- and post-installation roof inspection and roof warranty documentation.	Yes

Summary of Proposal

Proposed Price Per Watt:

\$3.16/ w

Please outline below any notes for what is or is not included in your summary price per watt:

Cost for bond (3% of project cost) not currently included.

Proposal Narrative and Additional Information

Please include a narrative below for how you will meet the scope of work for this project. (**Section IV** of the Request for Proposals). Include any additional information about your proposal.

This is a proposal for Procurement, construction, maintenance, permitting for the project at 99 Bishop Allen Dr. in Cambridge, MA (per conversation w/ Matt Connolly).

Plan for Operation and Maintenance

Please include below either your plan for the continued operation and maintenance of the system and your commitment to providing a production guarantee for two years at a minimum of 90% of the first year’s expected production.

No maintenance should be needed for the system to perform optimally once installed. If the business owner requests snow removal or panel washing, pricing will be based on availability for a cost per hour determined at a later date.

Project Experience

Please describe your experience over the last 5 years installing solar for Mass Chapter 149 projects. Please include the total number of Chapter 149 projects completed and a description of up to 5 Chapter 149 projects that were of similar scope to that at 99 Bishop Allen Drive.

Sunlight Solar has completed a large variety of residential and small commercial systems of both single and 3-phase construction in its history for both public and private sectors. We have been selected for numerous solarize campaigns across the state and country. NABCEP certified, licensed, bonded. All in-house experienced solar professionals will work on this project.

References

Please include below contact information for at least three references for whom the firm has conducted a solar installation. At least one reference must be for a public M.G.L. Chapter 149 project.

First Parish Church: 32.4kw array

Reference: Andy Marvel - andy@marvelconstruction.net

-

Chit Chat Inc. : 30.08kw

Reference: Gary Hathaway: garyhathaway45@gmail.com

-

717-719 Washington St. LLC: 45.15kw

Reference: Tom Piatt: tpiatt@piattarch.com

-

A: Scope Requested

- 1. Existing Site Conditions**
- 2. System Design Preferences**
- 3. Expected EPC Contract Terms & Project Timeline**
- 4. Pre-Contract Work & Contractor Reimbursement Fee**

B: System Design Proposal & Pricing

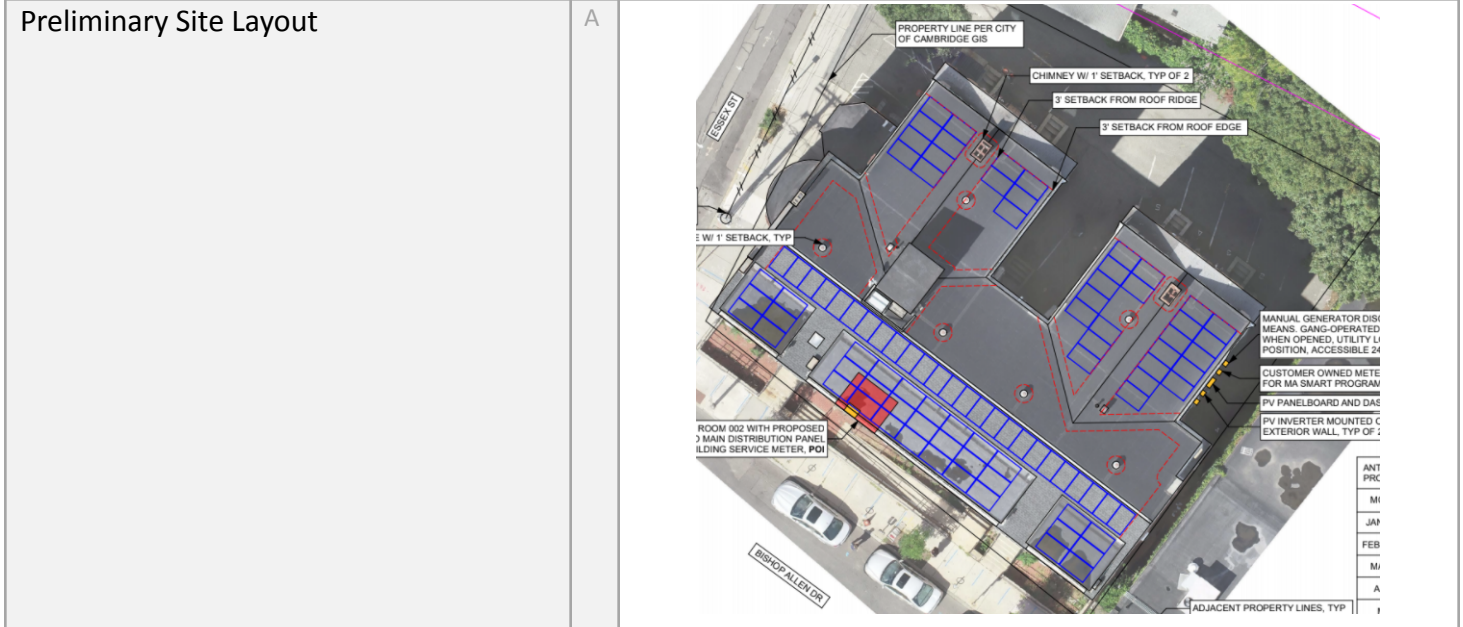
Please respond to the green-highlighted cells by filling them in, or attaching documentation separately where noted.

A: SCOPE REQUESTED**1) Existing Site Conditions**

Site Address	A	93-99 Bishop Allen Drive, Cambridge, MA 02139
Customer	O	Cambridge Redevelopment Authority
Roofing Material <i>Write replacement material if new roof</i>	O	Asphalt Shingle
Roof Pitch	A	Various tilts
Utility Account #	A	1169 277 0032
Utility Meter #	A	5043546
Phase of Service	A	3-Phase
Building Drawings Attached	O	Yes
Additional Notes	O	

2) System Design Preferences

AC System Size	O	Not to Exceed 23.4 kW AC
DC System Size	O	To match SDA Design
Production Estimate	A	Estimated kWh/kW DC/yr Please use Boston Logan weather station data.
Design Priorities	O	In order: 1. Size preference (eg. Specific System Size) 2. Cost preference 3. Output preference 4. Design preference
Behind-the-Meter or Standalone Meter?	A	Behind the Meter
Panel Make & Model	O	(93) 335 W Q.PEAK DUO-G5 Panels
Inverter Make & Model	A	SOLAREEDGE SE14.4KUS PV INVERTER, SOLAREEDGE SE9KUS PV INVERTER
Optimizer Make & Model	A	(93) SOLAREEDGE POWER OPTIMIZER P340
Racking Make & Model	A	Attachment Racking
Racking Tilt	A	No tilt
Racking Interrow Spacing	A	No interrow spacing
Revenue Grade Meter Required?	A	No
Roof Penetrations Allowed if Needed?	O	Yes
Additional Notes	O	



3) Expected Contract Terms & Project Timeline

Financier	OS	Collective Sun
Equipment Warranties Required	OS	Panels: Any Tier 1 Inverters: 20 - Yr warranty required
Labor Warranty Required	OS	10 Years
Roof Warranty	OS	Roof warranty must not be voided.
Production Guarantee Term & Output	OS	2 years, 90% of expected output
O&M Required?	OS	1 year (eg. servicing faulty equipment)
Target Construction Start Date	OS	9/16/2021
Safe Harbor Present Tax Credit Value?	OS	No
Safe Harbor Requirements if Applicable	OS	N/A
Particular Document Requirements	S	
Guaranteed Final Completion Date	S	90 calendar days from NTP
Liquidated Damages	S	\$0.15/W
Commissioning Protocol	S	Attached separately, only exhibits 1-3

4) Pre-Contract Work & Contractor Reimbursement Fee

Pursuant to the terms of the Solar Development Agreement, in the event that the project is canceled, Developer agrees to reimburse Contractor for the Pre-Contract Work listed as Requested below. Unless otherwise noted, the scopes of work below are not authorized until after Resonant Design Approval.

Engineering Services	Value	Requested?	Notes
Site Evaluation(s) & Site Evaluation Deliverables	\$300	Requested	<i>Authorized before Resonant Design Approval. "</i>
Simplified Interconnection Application & ISA	\$200	Requested	<i>Please send RE a copy of the application after it is submitted.</i>
Stamped Single or Three-Line Diagram & Expedited or Standard Interconnection Application & ISA	\$1,300	Not Requested	<i>Please allow RE to review application prior to submission.</i>
Stamped Structural Letter, Including Site Visit by Structural Engineer if Required	\$600	Requested	<i>Please allow RE to review the design before requesting the stamp.</i>
Permit Plan Set with Electrical Engineer Stamp	\$1,000	Requested	<i>Please allow RE to review before requesting the stamp.</i>
Stamped Ballast Map from Racking Mfr.	\$200	Not Requested	<i>Please allow RE to review before requesting the stamp.</i>
All Permit(s) for a Residential Solar System	\$100	Not Requested	<i>Please provide a copy of the application.</i>
All Permit(s) for a Commercial Solar System	\$15 per kW AC	Requested	<i>Please provide a copy of the application.</i>
SMART Application and Final Claim Submission	At Cost	Requested	<i>Please allow RE to review application prior to submission. Please grant RE admin permissions on PowerClerk.</i>
MassACA Application Submission	At Cost	Not Requested	<i>Please provide confirmation of application submission.</i>
Historic Commission Application and Presentation	\$200	Not Requested	<i>Please provide confirmation of application submission.</i>
Other			
TOTAL not to exceed \$6,000			

Developer Affirmation of Reimbursement

By: _____

Date: _____

Exhibit B: System Design Proposal & Pricing

2) Contractor Preliminary Design

AC System Size	A	23.4 kW AC
DC System Size	A	31.62 kW DC
Production Estimate Please use Boston Logan weather station data.	A	34,963 kWh per year
Shading Loss Estimate	A	10 %
Behind-the-Meter or Standalone Meter?	A	BTM
Panel Make & Model	A	(93) Qcell Q.Peak 340W DUO BLK G6/8+
Inverter Make & Model	A	(1) SE 14.4kw, (1) SE: 9k
Optimizer Make & Model	A	(47) SE P860
Racking Make & Model	A	Snap N Rack Ultra Rail
Racking Tilt	A	degrees
Racking Inter-row Spacing	A	inches
Revenue Grade Meter Make & Model	A	SE SL 370
Customer-Side Transformer Required	S	No
Proposed Location of Customer Utility Meter	OS	Outside
Proposed Location of New SMART Meter	OS	Outside
Layout of Panels and Electrical Equipment Including tilt & azimuth, conduit, inverter and disconnect(s)	O	TBD - site evaluation needed. Pricing is based on preliminary design by Solar Design Association.
Production Report with System Loss Assumptions	A	Will be completed upon site assessment, production has been estimated via satellite.

3) EPC Price & Adders

Item		Cost (\$)	(\$/W)	Description
Base EPC Price	S			
Structural Reinforcement	S			N/A
Building Electric System Upgrade	S			N/A
Fixing Code Violations	S			N/A
Ensuring Roof Warranty Is Not Voided	S			Yes
Cellular or Wireless Communication	S			Duration of data plan (10+ yrs): 10 yrs
Snow Guards	S			No
Extended Inverter Warranty	S			Term of warranty: 20yr
Workmanship Warranty	S			Term of warranty: yrs 10 yr workmanship covering everything
Other (Please Specify)	S			
Total EPC Price Including Adders	AS	\$99,850	\$3.16/ w	

Developer Affirmation

Matthew Honkonen

By: Matthew Honkonen

Title: Senior System Designer

Date: 9/22/2021

CERTIFICATION OF GOOD FAITH

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated this, 22nd day of September, 2021

Sunlight Solar Energy
Name of Organization

Matthew Honkonen
Print Name of Person Signing

Senior System Designer
Title of Person Signing

Matthew Honkonen

9/22/2021

Signature

EXHIBIT C

Labor Harmony and OSHA Training Certification

The undersigned respondent or agent, being duly sworn on oath, does affirm to:

Furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Ensure that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration at the time each employee begins work and will furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

Ensure that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration.

Dated this 22nd day of September, 2021

Sunlight Solar Energy

Name of Organization

Matthew Honkonen

Print Name of Person Signing

Senior System Designer

Title of Person Signing

Matthew Honkonen

9/22/2021

Signature



EXHIBIT B - 10-20-21 MEMO

**Financing Comparison Sheet
CollectiveSun Solar Power Agreement vs Direct Purchase**

October 7, 2021

Purpose: The purpose of this document is to prepare a summary of the key differences between the CollectiveSun Solar Power Agreement, “Hybrid Ownership,” and a direct purchase solar installation contract.

	Hybrid Ownership	Direct Purchase
Description	Hybrid Ownership is a financing agreement that allows nonprofits to monetize the Federal Investment Solar Tax Credit. In this arrangement, a solar financing firm, CollectiveSun, owns the solar array for the first 6 years to leverage the tax credit; however, all the solar benefits go to the nonprofit from day 1. The solar array transfers ownership at no cost at the end of year 6.	Direct Purchase is a contract signed directly with the solar installer to install a solar array that is owned fully by the nonprofit.
Project Size	24.8kW	24.8kW
Upfront Cost	12% discount	Full price
Your Upfront Cost	\$93,974	\$106,789
Electricity Savings	Direct to CRA	Direct to CRA
Expected Year 1 Value	\$4,636	\$4,636
SMART Incentive	Direct to CRA	Direct to CRA
Expected Year 1 Value	\$4,191	\$4,191
Operations and Maintenance	Covered by CollectiveSun for years 1-6	Covered by CRA
Insurance	Covered by CRA	Covered by CRA
Production Guarantee	90% for first 2 years	No production guarantee
Contract	CRA x CollectiveSun and CRA x Installer	CRA x Installer

Customer Name, Address, and Contact

Cambridge Redevelopment Authority ("**You**" or "**Your**")
255 Main Street, 8th Floor
Cambridge, MA 02142
Attn: Thomas Evans, Executive Director
Telephone: +16174926800
Email: tevens@cambridgeredevelopment.org

Installation Location

99 Bishop Allen Drive
Cambridge, MA 02139
("**Property**")

Provider

CollectiveSun Development LLC (together with its successors and assigns, "**We**", "**Our**", "**Us**")
3295 Meade Ave
San Diego, CA 92116
Telephone: (415) 230-9689
Email: philipp.herzog@collectivesun.com

Engineering, Procurement & Construction Contractor
SunBug Solar
1165 Massachusetts Ave, Suite 201
Arlington, MA 02476
("**EPC Contractor**")

Overview





The solar panel system ("**Solar System**") to be designed, engineered, and installed at Your Property by the EPC Contractor under a separate agreement between Us and the EPC Contractor, will generate electricity. Under this Solar Power Agreement, We own, operate, and maintain the Solar System and You agree to host the Solar System on Your Property for Twenty (20) years. You agree to provide an upfront Deposit, as defined herein, in the amount of USD 93,983. At the end of every contract year, instead of You making a fixed service payment in cash, the service payment is deducted from

the Deposit balance. Your utility bill will vary depending on the amount of electricity You consume beyond what is provided by the Solar System. This Agreement becomes effective when both We and You have signed it ("**Effective Date**") and continues in effect for Twenty (20) years following the date Your utility grants permission to operate the Solar System, unless You exercise Your Early Termination Right, as defined in Section 10 below, at the end of Year 6, in which case, this Agreement will end.

Here are the key terms of Your Solar Power Agreement

24.80 kW_P	30,300 kWh/yr	USD 5,748	USD 93,983
Size of Solar System	First year " Energy Production "	Annual Service Rate	Your Deposit

Our Promise

-  We maintain, monitor, and repair the Solar System at no additional cost to You while We own the Solar System.
-  We provide 24/7 web-enabled monitoring at no additional cost.
-  We, and the EPC Contractor, are insured and have all required licenses to perform the work necessary to install, monitor, maintain, and repair the Solar System.
-  The pricing in this Agreement is valid for 30 days after the date shown above.

Your SPA Details

Your Early Termination Right at the end of year 6:

At the end of the Sixth (6th) year, You have the right to terminate this SPA for the Early Termination Fee of **USD 69,583**, determined via independent third-party appraisal and agreed upon by You and Us to be the Solar System's fair market value at that time, as set forth in Exhibit 2. However, after applying the unused balance of Your Deposit, **Your estimated net cash payment to Us is expected to be zero** (see page 5 for more details).

If You choose not to exercise Your Early Termination Right at the end of Year 6, Your choices after the 20-year Term are:

- We will remove modules and inverters at no cost to You.
- You may purchase the Solar System from Us for its fair market value as determined at that time by an appraiser selected by Us.

Table of Contents

1	Introduction	6
2	Term	6
3	Solar System Removal	6
4	Conditions prior to Installation of the Solar System, Change Orders	6
5	Service Rates and Deposit	7
6	SPA Obligations	8
7	Warranty	10
8	Transfer	11
9	Ownership of the Solar System, Tax Credits, and Rebates	11
10	Purchasing the Solar System prior to the End of the Term	11
11	Selling Your Property	12
12	Loss or Damage	12
13	Insurance	13
14	Limitation of Liability	13
15	Default and Remedies	13
16	Force Majeure	14
17	Service Contract	14
18	Applicable Law and Dispute Resolution	15
19	Privacy/Publicity	15
20	Notices	15
21	Entire Agreement, Amendments, and Severability	15
22	Notice of Right to Cancel	15
23	Pricing	15
24	Signatures	16
Exhibit 1:	Deposit Repayment Schedule	17
Exhibit 2:	Early Termination Fee	19
Exhibit 3:	Property Insurance Schedule	20
Exhibit 4:	Payment Instruction for CollectiveSun Partners LLC	21
Exhibit 5:	Solar System Description	22

Estimated Energy Production and Service Rates

The amount of estimated Energy Production is based on the information provided by the EPC Contractor. The estimated Energy Production is expected to decrease each year by approximately 0.5% due to normal module degradation. We have calculated Your annual Service Rate as follows.

Year	Estimated Energy Production [kWh]	Your annual Service Rate [USD]
1	30,300	5,748
2	30,149	5,748
3	29,998	5,748
4	29,848	5,748
5	29,699	5,748
6	29,550	5,748
7	29,402	5,748
8	29,255	5,748
9	29,109	5,748
10	28,963	5,748
11	28,819	5,748
12	28,675	5,748
13	28,531	5,748
14	28,389	5,748
15	28,247	5,748
16	28,105	5,748
17	27,965	5,748
18	27,825	5,748
19	27,686	5,748
20	27,547	5,748
Total	578,060	114,954

Deposit

The Deposit You provide in the amount of USD 93,983 is paid back with interest by Us. The interest rate is set at 2.00% which reflects the current long-term Applicable Federal Rate (AFR) of the IRS. The principal component is deducted from the Deposit.

Year	Total payment [USD]	Our principal payment [USD]	Our interest payment [USD]	Deposit Balance (End of Year) [USD]
0				93,983
1	5,748	3,868	1,880	90,115
2	5,748	3,945	1,802	86,170
3	5,748	4,024	1,723	82,145
4	5,748	4,105	1,643	78,041
5	5,748	4,187	1,561	73,854
6	5,748	4,271	1,477	69,583
7	5,748	4,356	1,392	65,227
8	5,748	4,443	1,305	60,784
9	5,748	4,532	1,216	56,252
10	5,748	4,623	1,125	51,629
11	5,748	4,715	1,033	46,914
12	5,748	4,809	938	42,105
13	5,748	4,906	842	37,199
14	5,748	5,004	744	32,195
15	5,748	5,104	644	27,092
16	5,748	5,206	542	21,886
17	5,748	5,310	438	16,576
18	5,748	5,416	332	11,160
19	5,748	5,525	223	5,635
20	5,748	5,635	113	0
Total	114,954	93,983	20,971	

Early Termination Right at the end of 6 years

- Total estimated Energy Production during the first 6 years: **179,543 kWh**
- Guaranteed Energy Production during the first 6 years: **161,588 kWh**

Year	Estimated Energy Production [kWh]	Our principal payments [USD]
1	30,300	3,868
2	30,149	3,945
3	29,998	4,024
4	29,848	4,105
5	29,699	4,187
6	29,550	4,271
Total	179,543	24,400



- Initial Deposit: **USD 93,983**
- Our total principal payments to You during the first 6 years: **USD 24,400**
- Remaining Deposit balance at the end of Year 6: **USD 69,583**



The remaining Deposit balance will be applied against the Early Termination Fee:



- Early Termination Fee at the end of Year 6: **USD 69,583**

Notes

- If the Solar System were to **over-produce** by 17% during the first 6 years, there will be no additional charge to You: **USD 0**
- If the Solar System were to **under-produce** by 17% during the first 6 years, We owe You the Low Performance Compensation amount of (see also Section 5(e) for further details): **USD 141**

FAQ: If You don't exercise the Early Termination Right at the end of Year 6, how does the Purchase Option at the end of year 20 work?

We expect that the Deposit will be fully repaid by the end of year 20. At that time there will be a fair market value assessment to determine the purchase price. We don't know today what that value will be. Until then and beginning with year 7, You will have to pay us the Administrative Fee pursuant to Section 5(f).

FAQ: How do We know the exact amount of energy to be produced in any one year?

We don't. This is an estimate. It is possible that more or less energy will actually be produced.

On the left side You see the effects of a 17% over-production and a 17% under-production scenario, compared with the Estimated Energy Production. For example, if the Solar System over-produces by 17% during the first 6 years, there will be no additional charge to You. If the Solar System under-produces by 17% during the first 6 years, We will pay You the Low Performance Compensation Amount of USD 141.

1 Introduction

This Solar Power Agreement ("**Solar Power Agreement**", "**Agreement**", or "**SPA**") is the agreement between You and Us, covering the services delivered by Us to You in regards to the Solar System that will be installed at the Property and Your acceptance of all the energy produced by it.

The Solar System will be installed by the EPC Contractor at the Property. This SPA is Twenty-Two (22) pages long, including Five (5) Exhibits. If You have any questions regarding this SPA, please ask Us.

2 Term

We agree to deliver the services to You in regards to the Solar System and You agree to accept all of the energy generated by the Solar System (the "**Energy Production**") for Twenty (20) years (i.e. 240 months). We refer to this period of time as the "**Term**". The Term begins on the Placed-in-Service Date. The "**Placed-in-Service Date**" is the date when the Solar System is placed in a condition or state of readiness and availability for a specifically assigned function. We will notify you in writing when the Placed-in-Service Date occurs.

3 Solar System Removal

We will remove the modules and inverters from Your Property at no cost to You no later than One Hundred Eighty (180) days after (a) the end of the Term, if You have not defaulted or (b) the termination of this SPA when You are in default pursuant to Section 15(a) and after Your satisfaction of any applicable remedies. We will not remove the posts, but will return the roof or project site as close as is reasonably possible to its original condition before the Solar System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). You agree to reasonably cooperate with Us in removing the Solar System including providing necessary space, access and storage, and We will reasonably cooperate with You to schedule removal in a time and manner that minimizes inconvenience to You.

4 Conditions prior to Installation of the Solar System, Change Orders

(a) Our obligation to install the Solar System and to deliver the agreed upon services to You is conditioned on the following items having been completed to Our reasonable satisfaction:

- (i) completion of (1) the engineering site audit (which is a thorough physical inspection of Your Property, including, if applicable, geotechnical work), (2) the final Solar System design and engineering, and (3) the real estate due diligence to confirm the

suitability of Your Property for the construction, installation and operation of the Solar System;

- (ii) approval of this SPA by one of Our financing parties;
- (iii) receipt of all necessary zoning, land use and building permits;
- (iv) completion of any renovations, improvements or changes reasonably required at Your Property or on the Property (e.g., removal of a tree or necessary roof repairs to enable Us to safely install the Solar System);
- (v) Our receipt and acceptance of Your insurance certificates with respect to property insurance on the Solar System, if applicable, pursuant to Section 13(b);
- (vi) if Your Property is governed by a property owner's association or similar community organization, Your receipt of all approvals and authorizations for the Solar System required by that organization and advising Us of any requirements of that organization that will otherwise impact the Solar System, its installation or operation;
- (vii) if You raise the Deposit or a portion thereof from any third-party or through a crowd-lending campaign, the successful completion of such Deposit raising. Either You or We may terminate this SPA without liability if Your Deposit is not successfully raised within Forty-Five (45) days after the Effective Date; and
- (viii) Your representation that You have the Deposit available.

We may terminate this SPA without liability if, in Our reasonable judgment, any of the above listed conditions will not be satisfied for reasons beyond Our reasonable control.

- (b) Amendments. The EPC Contractor's initial design and engineering of the Solar System results, among other things, in a size of 24.80 kWp, total cost of USD 106,799 ("**Total EPC Cost**") to provide a turnkey Solar System, and an estimated Energy Production of 30,300 kWh in year 1 (see also Page 1). The Deposit amount represents a discount of 12% from the Total EPC Cost. THIS DISCOUNT WILL BE APPLIED TO ANY CHANGE ORDERS, PROVIDED, HOWEVER, THAT ALL COST ITEMS OF SUCH CHANGE ORDERS ARE ELIGIBLE FOR THE FEDERAL INVESTMENT TAX CREDIT UNDER 26 U.S. CODE §48. After the final Solar System's design, the initial parameters of the Solar System may change and We will revise the estimated Energy Production pursuant to the EPC Contractor's as-built drawings and Our

standard energy production forecast methodology (We use the lower number of the PVWatts analysis' production range using the Nearest TMY3 Weather Data or NREL International Data Option, standard module type, and standard system losses of 14.08% assuming no shading (if shading exists, this will be taken into account)). We will document those changes in an amendment. You authorize Us to make corrections to the utility paperwork to conform to this SPA or any amendments to this SPA that we both sign.

5 Service Rates and Deposit

- (a) Installation Cost. There are no installation costs for You.
- (b) Service Rate. Your annual service payment is USD 5,748 ("**Service Rate**") (see Page 3 for details).

You will pay no Service Rate in cash as long as there is an outstanding balance of the Deposit.

- (c) Deposit provided by You. In lieu of paying Your Service Rate, You shall provide a Deposit to Us in the amount of USD 93,983 to be secured by the Solar System, the SPA, and all payments to be made under the Deposit (see also Page 1) (the "**Deposit**"). You have Two (2) choices how You can provide the Deposit:
 - (i) You can provide the Deposit in One (1) installment within Five (5) business days from Your receipt of written notice from Us of the completion of all conditions in Section 4(a) above; or
 - (ii) You can provide the Deposit, either directly to Us or, on Our behalf, to the EPC Contractor in more than One (1) installment where each installment amount shall match the milestone payments as requested by the EPC Contractor and as approved by Us until You have provided the full amount of the Deposit. Each such installment shall be due and payable upon receipt of invoice. We shall not be obligated to pay the EPC Contractor until You have fully paid Your Deposit. We will obtain lien waivers from the EPC Contractor, including all of its subcontractors.

Our bank account information is set forth in Exhibit 4.

- (d) Offsetting Service Rates against the Deposit. Service Rates will be offset against the Deposit. The expected offset of the Deposit is set forth in Exhibit 1.
- (e) Account Reconciliation. The actual Energy Production will vary from the estimated Energy Production due to normal weather variation and other conditions. After each contract year, We will compare the Solar System's actual Energy Production with the estimated Energy Production. If at the end of Year 6 the sum of

the actual Energy Production is less than Eighty-Five Percent (85%) of the sum of the estimated Energy Production ("**Guaranteed Energy Production**"), We will compensate You for the difference by paying to You the Low Performance Compensation Amount. For each percentage point that the sum of the actual Energy Production is below the Guaranteed Energy Production, the "**Low Performance Compensation Amount**" shall be USD 70. For example, if at the end of Year 6 the sum of the actual Energy Production over the initial Six (6) years is Eighty-Three Percent (83%) of the sum of the estimated Energy Production over the same period, that is Two (2) percentage points below the Guaranteed Energy Production, the Low Performance Compensation Amount is 2 x USD 70 = USD141.

Notwithstanding the foregoing, the actual Energy Production of the Solar System shall be equitably increased by Solar System output that is not delivered due to events that are beyond Our control and that are not due to a breach of our obligations, including Force Majeure Events, any significant global and/or local climatic/environmental event, such as volcanic eruption(s), forest fire(s), unusually long periods of cloud cover (outside of standard weather patterns for the Property), or other event which impacts either solar irradiance or ambient temperature outside of Our control, shut-downs caused by You and shut-downs of distribution or utility grid.

- (f) ADMINISTRATIVE FEE. STARTING WITH THE FIRST (1ST) MONTH OF THE SEVENTH (7TH) YEAR FROM THE BEGINNING OF THE TERM, AND EACH MONTH THEREAFTER, YOU WILL BE CHARGED AN ADMINISTRATIVE FEE OF USD 300 PER MONTH (THE "**ADMINISTRATIVE FEE**") AND THE ADMINISTRATIVE FEE SHALL INCREASE BY TWO PERCENT (2.0%) PER YEAR. THE ADMINISTRATIVE FEE IS NOT OFFSET AGAINST THE DEPOSIT AND IS INSTEAD REQUIRED TO BE PAID IN CASH EACH MONTH.
- (g) Estimated Production. If (i) the Solar System is shut down for more than Three (3) full Twenty-Four (24) hour days cumulatively during the Term because of Your actions; or (ii) You take some action that significantly reduces the output of the Solar System; or (iii) You do not trim Your trees or other vegetation to avoid foliage growth from shading the Solar System; or (iv) the Solar System is not reporting production to Us; or (v) the Solar System is removed or replaced for Property renovations or repairs or re-roofing (if applicable); or the Solar System is moved to Your new property; or (vi) there is loss, damage, theft, or destruction of the Solar System, then We will reasonably estimate the amount of energy that would have been delivered to You during such Solar System or reporting outages or reduced production periods

through Prudent Electrical Practices, including, without limitation, through historical performance of the Solar System ("**Estimated Production**") and shall consider Estimated Production as actual production for purposes of this paragraph.

For the purposes of this SPA, the term "**Prudent Electrical Practices**" shall mean the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy systems of similar size, type, and design as the Solar System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

- (h) UTILITY SAVINGS. UTILITY RATES AND UTILITY RATE STRUCTURES ARE SUBJECT TO CHANGE AND YOUR ENERGY USAGE OR CONSUMPTION PATTERNS MAY ALSO CHANGE OVER TIME. THESE CHANGES CANNOT BE ACCURATELY PREDICTED AND THEREFORE WE NEITHER GUARANTEE NOR PROJECT ANY SAVINGS REGARDING YOUR UTILITY CHARGES DURING THE TERM OF THIS AGREEMENT.

6 SPA Obligations

(a) Solar System and Property Maintenance.

You agree to:

- (i) reasonably cooperate with Us when repairs to the Solar System are being made;
- (ii) keep trees, bushes and hedges trimmed so that the Solar System receives as much sunlight as it did when We installed it;
- (iii) INSURE THE SOLAR SYSTEM AGAINST ALL DAMAGE OR LOSS UNLESS THAT DAMAGE OR LOSS IS CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT (PLEASE READ SECTION 13 CAREFULLY);
- (iv) not modify Your Property in a way that shades the Solar System;
- (v) be responsible for any conditions at Your Property that affect the installation (e.g., blocking access to the roof or project site, or removing a tree that is in the way, prior work You have done on Your Property that was not permitted);
- (vi) not remove any markings or identification tags on the Solar System;
- (vii) allow Us, after We give You reasonable notice, to inspect the Solar System for proper operation as We reasonably determine necessary;

(viii) not intentionally do anything, permit or allow to exist any condition or circumstance that would cause the Solar System not to operate as intended at the Property;

(ix) undertake reasonable security measures to protect the Solar System against theft by reasonably restricting access to Your roof or project site;

(x) notify Us if You think the Solar System is damaged or appears unsafe; if any part of the Solar System is stolen; and prior to changing Your power supplier;

(xi) have a person with sufficient authority in Your business sign this SPA;

(xii) return any reasonable and customary documents We send You for signature (like incentive claim forms) within Seven (7) days of receiving them;

(xiii) maintain and make available, at Your cost, a functioning hard-wired or wireless internet connection to communicate with the Solar System's monitoring equipment (see Section (c) below for details); and

(xiv) if Your Property is governed by a property owner's association or similar community organization, Your receipt of all approvals and authorizations for the Solar System required by that organization and advising Us of any requirements of that organization that will otherwise impact the Solar System, its installation or operation.

(b) Solar System Construction, Repair, and Our obligations.

We agree to:

- (i) schedule the installation of the Solar System at a mutually convenient date and time;
- (ii) construct the Solar System in accordance with (1) the Solar System Description attached as Exhibit 5, (2) all applicable law, (3) Prudent Electrical Practices, and (4) the terms of this SPA;
- (iii) provide You with web-enabled monitoring equipment to accurately measure the amount of power the Solar System delivers to You (see also Section 6(c) below);
- (iv) clean up after ourselves during and after the construction of the Solar System;
- (v) operate, maintain, and repair the Solar System in accordance with all applicable law, Prudent Electrical Practices, and the terms of this SPA and reasonably cooperate with You when arranging repairs, and We shall commence all such repairs

and/or replacements promptly and shall diligently prosecute the same to fully restore the Solar System as soon as reasonably practicable; PROVIDED HOWEVER, THAT, IF THE SOLAR SYSTEM CONTAINS A BATTERY/ENERGY STORAGE SYSTEM, YOU SHALL PAY FOR ANY REPAIR OR REPLACEMENT COSTS WITH RESPECT TO THE BATTERY/ENERGY STORAGE SYSTEM IF SUCH REPAIR OR REPLACEMENT COSTS ARE NOT COVERED UNDER THE EPC CONTRACTOR WARRANTIES SET FORTH IN SECTION 7;

- (vi) not put a lien on Your Property or create a circumstance where a lien is put on Your Property;
- (vii) to have a person with sufficient authority in Our business sign this SPA; and
- (viii) notify You if We think the Solar System is damaged or appears unsafe.

(c) Solar System Monitoring.

During the Term, We will provide You at no additional cost a solar monitoring service ("**Monitoring**"). The monitoring system installed by Us will capture and display historical energy generation data over an internet connection and consists of hardware located on site and software hosted offsite. If Your Solar System is not operating within normal ranges, the Monitoring will alert Us and We will remedy any material issues promptly.

As part of Monitoring, with Your permission, We may also install video monitoring equipment that will capture intermittent visual images of the Solar System and transmit such images over an internet connection for offsite monitoring. Video monitoring enhances security and enables Us to better determine possible causes of malfunction or abnormal performance in order to respond to certain events in a speedy manner. Video monitoring will be password protected and only accessible by You and Us.

In addition, You agree that any visual images captured by the installed video monitoring equipment may be used by Us to determine any defaults or obligations of either You or Us under this SPA, or defaults or obligations of third-parties, such as the EPC Contractor or maintenance contractors.

Any "hardware" monitoring equipment installed at the Solar System by Us shall be considered a Solar System component, and any of Your or Our obligations regarding the Solar System shall fully extend to such monitoring equipment.

The Monitoring requires a high-speed internet line to operate. Therefore, during the Term, You agree to maintain the communication link between the Monitoring and the Solar System and between the

Monitoring and the internet. You agree to maintain and make available, at Your cost, a functioning hard-wired or wireless internet connection to communicate with the Solar System's inverter. This communication link must support common Internet protocols (TCP/IP and DHCP). If You do not have and maintain a working high-speed internet line We will not be able to monitor the Solar System and provide You with a performance guarantee or provide Monitoring. Further, if Monitoring is not operational, We will be required to estimate Your power usage as set forth in the SPA.

(d) Property Renovations, Repairs, or Moving.

If You want to make any repairs or improvements to the Property that could interfere with the Solar System (such as repairing the roof or project site where the Solar System is located), We will, as long as We own the Solar System, do the following:

- (i) Temporary Removal for Property Renovations and Repairs. We will temporarily remove the Solar System, at Your expense, from Your roof or project site for roof or project site repairs. You will need to provide storage space for the Solar System during such time. After You have completed Your repair or improvement work, We will reinstall the Solar System at Your expense.
- (ii) Moving. Where permitted under this SPA, We will work with You to move and reinstall the Solar System to Your new Property. We will conduct an audit of Your existing Property and new property to determine if a move is commercially feasible. This audit will cost Four Hundred Ninety-Nine Dollars (\$499.00). If We determine that a move is feasible, at Our sole and absolute discretion, We will move the Solar System at Your expense.

(e) Taxes.

You agree to pay or reimburse Us for any applicable taxes related to this SPA, including general excise or sales tax, provided, however, that We shall be responsible for income tax. If You exercise Your purchase option rights of this SPA, You agree to pay or reimburse Us for any applicable tax on the purchase price for the Solar System. You also agree to pay or reimburse Us as invoiced any applicable personal property taxes on the Solar System that Your local jurisdiction may levy.

(f) No Alterations.

- (i) You agree that You will not make any modifications, improvements, revisions or additions to the Solar System or monitoring equipment, or take any other action that could void

the EPC Contractor Warranties on the Solar System without Our prior written consent.

- (ii) Any modifications, improvements, revisions or additions to the Solar System will become part of the Solar System and shall be Our property.

(g) Access to Solar System.

- (i) You grant to Us, Our agents, and contractors the right to reasonably access all of the Property as necessary for the purposes of installing, operating, repairing, removing and other required actions related to the Solar System during normal hours and with reasonable notice consistent with Section 6(b)(i). However, in case of an emergency, We may access the Property at any time upon notice.
- (ii) During the time that We have access rights You shall ensure that Our access rights are preserved and shall not interfere with or permit any third-party to interfere with such rights or access.
- (iii) You agree that the Solar System is not a fixture, and that We, in accordance with Section 5(c) after the Solar System is placed in service, have the right to file a UCC-1 financing statement ("**UCC-1 Filing**") that confirms Our interest in the Solar System.

(h) Indemnity.

To the fullest extent permitted by law, both We and You shall indemnify, defend, protect, save and hold harmless the other party and the other party's employees, officers, directors, agents, successors, and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature ("**Claims**") arising out of, connected with, relating to or resulting from the indemnifying party's gross negligence or willful misconduct; provided, that nothing herein shall require either party to indemnify the other party for any Claims to the extent arising out of, connected with, relating to or resulting from the indemnified party's gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this SPA.

7 Warranty

(a) We shall secure from the EPC Contractor

- (i) a 10-year workmanship warranty on the Solar System warranting that the Solar System will be free from material defects in design and workmanship or material defects in, or a

breakdown of, materials or components, under normal use and service conditions,

- (ii) a roof warranty, if applicable, warranting that all roof penetrations the EPC Contractor makes for the Solar System will be watertight as of the date of installation, and
- (iii) all available (including extended) applicable original equipment manufacturer's warranties. The Solar System's solar modules carry a minimum manufacturer's warranty of Twenty-Five (25) years. The Solar System's inverters carry a minimum manufacturer's warranty of Twenty (20) years against defects or components breakdowns. The battery/energy storage system, if applicable, carries a minimum manufacturer's warranty of Ten (10) years against defects or component breakdowns.

Together, the warranties set forth in Sections 7(a)(i)-(iii) are referred to as the "**EPC Contractor Warranties**". As long as We own the Solar System, We will be responsible to make any claims to the EPC Contractor and We will enforce these EPC Contractor Warranties to the fullest extent possible.

- (b) If You acquire the Solar System pursuant to Section 10, We shall, to the extent permissible, assign and pass through to You the EPC Contractor Warranties at no additional cost to You.
- (c) Exclusions and Disclaimer. The EPC Contractor Warranties provided herein do not apply to any lost energy production or any repair, replacement or correction required due to the following:
 - (i) someone other than Us or Our approved service providers installed, removed, re-installed or repaired the Solar System;
 - (ii) destruction or damage to the Solar System or its ability to safely produce energy not caused by Us or Our approved service providers while servicing the Solar System (e.g., if a tree falls on the Solar System We will replace the Solar System per the SPA, but We will not repay You for power it did not produce);
 - (iii) Your failure to perform, or breach of, Your obligations under the SPA (e.g., You modify or alter the Solar System);
 - (iv) Your breach of the EPC Contractor Warranties, including Your being unavailable to provide access or assistance to Us in diagnosing or repairing a problem;
 - (v) any Force Majeure Event (as defined in Section 16 below);

- (vi) shading from foliage that is new growth or is not kept trimmed to prevent such shading;
 - (vii) any system failure or lost production not caused by a Solar System defect (e.g., the Solar System is not producing energy because it has been removed to make roof or project site repairs or You have required Us to locate the inverter in a non-shaded area);
 - (viii) theft of the Solar System (e.g., if the Solar System is stolen We will replace the Solar System per the SPA, but We will not repay You for the energy it did not produce);
 - (ix) damage to Your Property, belongings or property that results from Our roof penetrations, if applicable, after the end of the Roof Warranty; and
 - (x) damage or loss to the Solar System due to ball strikes.
- (d) The EPC Contractor Warranties do not warrant any specific electrical performance of the Solar System other than that described above. Snow or ice may accumulate on rooftops and on solar panels during snow storms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm.
- (e) YOU UNDERSTAND THAT THE SOLAR SYSTEM IS WARRANTED SOLELY UNDER THE EPC CONTRACTOR WARRANTIES, AND THAT EXCEPT AS PROVIDED ELSEWHERE IN THIS SPA THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR SYSTEM OR ITS INSTALLATION. WE HEREBY DISCLAIM, AND ANY BENEFICIARY OF THE EPC CONTRACTOR WARRANTIES HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SOLAR SYSTEM.

8 Transfer

You agree that with notice, We may assign, sell or transfer the Solar System and this SPA, or any part of this SPA or the Exhibits hereto, without Your consent, provided, however, that the assignee shall assume in writing all Our obligations under this SPA. Any assignment of Our rights and/or obligations under this SPA shall not result in any change to Your rights and obligations under this SPA. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

9 Ownership of the Solar System, Tax Credits, and Rebates

- (a) You agree that the Solar System is Our personal property (and not a fixture) under the Uniform Commercial Code. You understand and agree that

this SPA is not a contract to sell the Solar System to You. We own the Solar System for all purposes, including any data generated from the Solar System. You shall at all times keep the Solar System free and clear of all liens, claims, levies and legal processes not created by Us, and shall at Your expense protect and defend Us against the same.

- (b) You understand and agree that any and all tax credits and other tax benefits, such as depreciation, are Our property and for Our benefit, usable at Our sole discretion.
- (c) We understand and agree that any and all incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the Solar system are Your property and for Your benefit. You shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future.
- (d) We agree to reasonably cooperate with You so that You may claim the incentives and benefits listed in the previous Section 9(c). This may include to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving these renewable energy/carbon credits, rebates or other benefits to You.

10 Purchasing the Solar System prior to the End of the Term

In addition to Your option to purchase the Solar System at the end of the Term, You have the right to terminate this SPA ("**Early Termination Right**") or option to purchase the Solar System prior to the end of the Term as detailed below. To exercise this right or option You need to give Us at least One (1) month's, but not more than Three (3) months' prior written notice. You have the following options to terminate this SPA or purchase the Solar System from Us:

- (a) Early Termination of SPA at the end of year 6. At the end of the sixth (6th) year from the beginning of the Term, which is referred to as "**Year 6**", You have the right to terminate this SPA. The Early Termination Fee You will pay is USD 69,583 (see also Page 1 and Exhibit 2) as determined via independent third-party appraisal to be the Solar System's fair market value at that time. Any outstanding balance of the Deposit that We owe You at that time will be offset against such Early Termination Fee to reduce the amount You will pay. If You exercise Your right under this Section 10(a), You will be the owner of the Solar System and

We will not be obligated to remove the Solar System pursuant to Section 3.

- (b) Purchase when You sell Your Property. At any time after Year 6 You have the option to purchase the Solar System when You sell Your Property and the price You will pay for the Solar System will be the Solar System's fair market value but in no event will it be less than the outstanding balance of the Deposit. A third-party independent appraiser, selected by Us, will be retained to compute the Solar System's fair market value and You agree to pay for the cost of the independent third-party appraisal. Any outstanding balance of the Deposit that We owe You will be offset against such purchase price to reduce the amount You will pay. To exercise this option You must be in good standing under this SPA.
- (c) Purchase if We ever cease Our operations. If We ever cease Our operations, You have the option to purchase the Solar System and the price You will pay will be equal to the outstanding balance of the Deposit that We owe You at that time.

Any purchase of the Solar System shall be on an as-is, where-is basis, and We shall not provide any warranty or other guarantee regarding the performance of the Solar System, provided, however, that We shall assign to You the EPC Contractor Warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

11 Selling Your Property

- (a) If You sell Your Property You can purchase the Solar System as per Section 10(b) or You can elect to:
- (i) **Transfer this SPA and the Service Rates, if any.** The person/entity buying the Property (the "**Property Buyer**") can sign a transfer agreement assuming all of Your rights and obligations under this SPA.
- (ii) **Move the Solar System to Your new property.** Where permitted by the utility(s), the Solar System can be moved to Your new property pursuant to Section 6(d)(ii). You will need to provide the same rights to Us as provided for in this SPA and provide any third-party consents or releases required by Us in connection with the substitute property.
- (b) In case of electing the above Sections 11(a)(i) or 11(a)(ii):
- (i) You agree to give Us at least Fifteen (15) days but not more than Three (3) months prior written notice if You want someone to assume Your SPA obligations. In connection with this assumption, You, Your Property Buyer and We shall execute a written transfer of this SPA.

- (ii) If You sell the Property and can't comply with any of the options above, You will be in default under this SPA.
- (iii) Assumability. This SPA is free of any restrictions that would prevent the Property owner from freely transferring the Property. We will not prohibit the sale, conveyance or refinancing of the Property. We may choose to file a UCC-1 Filing that preserves Our rights in the Solar System. The UCC-1 Filing is intended only to give notice of Our rights relating to the Solar System and is not a lien or encumbrance against the Property. We shall explain the UCC-1 Filing to any subsequent purchasers of the Property and any related lenders as requested. We shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.
- (iv) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS SPA WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

12 Loss or Damage

- (a) We will retain title to and be the legal and beneficial owner of the Solar System and the Solar System shall remain Our personal property and shall not attach to or be deemed a part or fixture of the Property. We may file one or more precautionary financing statements in jurisdictions We deem it appropriate with respect to the Solar System in order to protect Our rights in the Solar System.
- (b) Unless You are grossly negligent or You intentionally damage the Solar System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the Solar System. Except as expressly provided in this SPA, no loss, damage, theft or destruction will excuse You from Your obligations under this SPA, including the Administrative Fee and Service Rates, if any.
- (c) If there is loss, damage, theft, destruction or a similar occurrence affecting the Solar System, and You are not in default under this SPA, You shall continue to timely make all Service Rate payments and pay all other amounts due under the SPA and cooperate with Us, at Our sole cost and expense, to have the Solar System repaired pursuant to the Terms of this SPA.
- (d) Solar System Casualty. Upon the total damage, destruction, or loss of the Solar System, or, in the reasonable opinion of Your insurance provider, the Solar System is determined to have experienced a constructive total loss, We shall repair or replace the

Solar System absent an agreement in writing between You and Us not to do so, by using the insurance proceeds with respect to the Solar System as quickly as possible. If You and Us jointly agree not to proceed with any repair or replacement work, (i) You and Us together may elect to terminate this SPA and the termination shall be effective immediately upon delivery of the notice and (ii) You shall retain from the insurance proceeds an amount not greater than the outstanding balance of the Deposit that We owe You at that time, and (iii) any difference between such amount and the insurance proceeds shall be owed to Us.

13 Insurance

- (a) Both We and You shall each maintain in full force and effect throughout the Term, with an insurance company with an A.M. Best rating of A-VII or better, insurance coverage of the types and in the amounts as follows:
 - (i) Commercial General Liability insurance. Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate and the policy shall name the other party as additional insured. The above minimum limits may also be satisfied through a combination of primary liability coverage and umbrella or excess liability coverage; and
 - (ii) Workers Compensation Insurance. Workers' Compensation insurance to the extent and as required by applicable law.
- (b) Solar System Insurance. You shall maintain in full force and effect throughout the Term, with an insurance company with an A.M. Best rating of A-VII or better, property insurance covering risk of loss or damage to the Solar System and in an amount equal to its functional replacement cost but not less than as set forth in the Property Insurance Schedule attached as Exhibit 3. THE POLICY SHALL INCLUDE COVERAGE FOR THEFT AND, WHERE APPLICABLE, COVERAGE FOR EARTHQUAKE, FLOOD, AND WIND and shall name Us as loss payee and shall waive any right of subrogation against Us unless any loss or damage to the Solar System is caused by Our gross negligence or intentional misconduct. IF ANY DAMAGE TO OR LOSS OF THE SOLAR SYSTEM IS CAUSED BY AN UNINSURED PERIL (E.G. YOU DO NOT HAVE INSURANCE COVERAGE FOR EARTHQUAKES AND THE SOLAR SYSTEM IS DAMAGED BY AN EARTHQUAKE), WE SHALL NOT BE OBLIGATED TO REPAIR OR REPLACE THE SOLAR SYSTEM PURSUANT TO SECTION 12 AND WE SHALL NOT BE REQUIRED TO PAY BACK TO YOU ANY OUTSTANDING BALANCE OF THE DEPOSIT.

- (c) All insurance policies under this Section 13 shall provide that the insurer shall give at least Thirty (30) days' prior written notice of amendment or cancellation to the other party. Upon request each party shall furnish current certificates of insurance evidencing the insurance required hereunder.

14 Limitation of Liability

(a) No Consequential Damages

EITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS SPA SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

(b) Actual Damages

EXCEPT FOR GROSS NEGLIGENCE, NEGLIGENCE, OR WILLFUL MISCONDUCT, AND WITHOUT LIMITING ANY PARTY'S INDEMNIFICATION OBLIGATIONS AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY'S LIABILITY TO THE OTHER WILL EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT COULD BE PAYABLE UNDER SECTIONS 15(b) AND (c).

15 Default and Remedies

- (a) Default. A default under this SPA occurs in any one of the following circumstances:
 - (i) a party fails to make any payment when it is due and such failure continues for a period of Fourteen (14) days following written notice by the non-default party;
 - (ii) a party fails to perform any material obligation, including the obligation for insurance, and such failure continues for a period of Fourteen (14) days after written notice thereof by the non-default party;
 - (iii) You assign, transfer, encumber, sublet or sell this SPA or any part of the Solar System without Our prior written consent, which consent shall not be unreasonably withheld; or
 - (iv) a party or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.
- (b) Our Remedies if You default. If You are in default, We may take any one or more of the following actions. We will give You notice and wait any period of time required before taking any of these actions, as required by law. We may:
 - (i) terminate this SPA;

- (ii) take any reasonable action to correct Your default or to prevent Our loss; any amount We pay will be added to the amount You owe Us and will be immediately due;
- (iii) require You, at Your expense, to return the Solar System or make it available to Us in a reasonable manner;
- (iv) proceed, by appropriate court action, to enforce performance of this SPA and to recover damages for Your breach;
- (v) disconnect, turn off or take back the Solar System by legal process or self-help, but We may not disturb the peace or violate the law;
- (vi) report such non-operational status of the Solar System to Your utility, informing them that You are no longer net metering;
- (vii) charge You a reasonable reconnection fee for reconnecting the Solar System to Your utility or turning Your Solar System back on after We disconnect or turn off the Solar System due to Your default; or
- (viii) if we elect to terminate this SPA, recover from You
 - (1) a payment equal to the Early Termination Fee as set forth in Exhibit 2 plus
 - (2) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing less any outstanding Deposit balance.

You agree to repay Us for any reasonable amounts We pay to correct or cover Your default. You also agree to reimburse Us for any costs and expenses We incur relating to the Solar System's return resulting from early termination due to Your default. By choosing any one or more of these remedies, We do not give up Our right to use another remedy. By deciding not to use any remedy should this SPA be in default, Our action is not a waiver of Our right to use that remedy in case of a subsequent default.

- (c) Your remedies if We default. If We are in default, You have the right to terminate this SPA upon Thirty (30) days' written notice and to purchase the Solar System. The price You will pay will be equal to the outstanding balance of the Deposit that We owe You, which shall not be less than the Solar System's fair market value at that time.
- (d) Your additional remedies if We default after Year 6. You may take any reasonable action to correct Our default or to the extent necessary to prevent Your loss; any such reasonable amounts will be added to the amount We owe You and will be immediately due upon Our receipt of a reasonably detailed written invoice therefor. We agree to repay You for any reasonable

amounts You pay to correct or cover Our default. By choosing any one or more of these remedies, You do not give up Your right to use another remedy. By deciding not to use any remedy should this SPA be in default, Your action is not a waiver of Your right to use that remedy in case of a subsequent default.

16 Force Majeure

If We are unable to perform all or some of our obligations under this SPA because of a Force Majeure Event, We will be excused from whatever performance is affected by the Force Majeure Event, provided that We, as soon as is reasonably practical, give You notice describing the Force Majeure Event. No Force Majeure Event exonerates Us to complete any obligations that arose before the Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Our fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; pandemic, civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Our failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Us including a grid supply voltage outside of the standard range specified by Your utility; and failure of equipment not utilized by Us or under Our control.

17 Service Contract

We both intend this SPA to be a service contract within the meaning of section 7701(e)(3) of the Internal Revenue Code. You agree that as long as You have not exercised Your right to terminate this SPA or Your purchase option pursuant to this SPA that:

- (a) You have no right to operate the Solar System;
- (b) You will not bear any financial burden if the Solar System fails to perform due to Our fault;
- (c) You will not receive any financial benefit if the operating costs are less than the standards of performance or operation; and

- (d) You will not have any options to buy the Solar System at a fixed and determinable price other than as set forth herein, and We and You agree that any fixed purchase price set forth herein is reasonably expected not to be less than the fair market value of the Solar System at the time the option is exercised.

18 Applicable Law and Dispute Resolution

- (a) Applicable Law. The laws of the state where Your Property is located shall govern this SPA without giving effect to conflict of laws principles.
- (b) Dispute Resolutions. In the event that there is any controversy, claim or dispute between Us (a "**Dispute**"), that has not been resolved by informal discussions and negotiations within Twenty (20) Business Days, We agree to resolve such Dispute through the utilization of the services of a professional mediator. We agree to cooperate and share the reasonable costs of such mediator. If the mediation does not resolve the Dispute within reasonable time, both We and You agree to proceed to binding arbitration.

19 Privacy/Publicity

You grant Us the right to publicly use, display, share, and advertise the photographic images, Project details, price and any other identifying information of Your Project.

20 Notices

All notices, requests, statements or payments shall be made in writing by personal delivery, fax, electronic mail, overnight courier, or certified or registered mail, return receipt requested, to the addresses and persons specified below (or any subsequent address and contact person You give Us):

TO US:

CollectiveSun Development LLC
Attn: Philipp Herzog, Manager
3295 Meade Ave
San Diego, CA 92116
Telephone: (415) 230-9689
Email: philipp.herzog@collectivesun.com

TO YOU:

Cambridge Redevelopment Authority
Attn: Thomas Evans, Executive Director
255 Main Street, 8th Floor
Cambridge, MA 02142
Telephone: +16174926800
Email: tevans@cambridgeredevelopment.org

21 Entire Agreement, Amendments, and Severability

- (c) Entire Agreement and Amendments. This SPA (including the exhibits, any written schedules, supplements or amendments) constitute the entire agreement between You and Us, and shall supersede any prior oral or written agreements between You and Us. Any amendment, modification or change to the SPA will be void unless in writing and executed by both You and Us.
- (d) Severability. If any part, term, or provision of this SPA is determined unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

22 Notice of Right to Cancel

You may cancel this Agreement within Three (3) business days after the Effective Date.

23 Pricing

The pricing and terms in this SPA are valid for thirty (30) days from the date on Page 1. If You do not sign this SPA and return it to Us on or prior to Thirty (30) days after the date on Page 1, We reserve the right to reject this SPA.

[SIGNATURE PAGE FOLLOWS]

24 Signatures

I have read this Solar Power Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Solar Power Agreement and that I have full authority to sign this Solar Power Agreement.

Cambridge Redevelopment Authority

Signature: _____

Printed name: Thomas Evans

Title: Executive Director

Date: _____

2nd signer if required by You:

Signature: _____

Printed name:

Title:

Date: _____

CollectiveSun Development LLC

Signature: _____

Printed name: Philipp Herzog

Title: Manager

Date: _____

Exhibit 1: Deposit Repayment Schedule

Deposit repayment schedule for years 1–6 if You exercise Your Early Termination Right at the end of Year 6.

The following table illustrates the estimated value of Energy Production which offsets the Deposit that You provide to Us. It also shows the mechanics of the exercise of Your Early Termination Right and how the Deposit balance at the end of Year 6 is applied against the Early Termination Fee.

Year	Deposit balance at <u>beg. of year</u> [USD]	Our principal payment [USD]	Our interest payment [USD]	Early Termination Fee [USD]	Deposit balance at <u>end of year</u> [USD]
	A	B	C	D	A-B-D
0					93,983
1	93,983	3,868	1,880		90,115
2	90,115	3,945	1,802		86,170
3	86,170	4,024	1,723		82,145
4	82,145	4,105	1,643		78,041
5	78,041	4,187	1,561		73,854
6	73,854	4,271	1,477	69,583	0
Total		24,400	10,086		

Exhibit 1: Deposit Repayment Schedule (continued)

Deposit repayment schedule for years 1–20 if You choose not to exercise Your Early Termination Right at the end of Year 6.

The following table illustrates the estimated value of Energy Production which offsets the Deposit that You provide to Us., if You choose to not exercise Your Early Termination Right at the end of year 6 pursuant to Section 10(a) or Your Purchase Options pursuant to Section 10(b) and (c). The table does not include Your payment of the Administrative Fee beginning in year 7 as the Administrative Fee is not an offset against the Deposit but has to be paid in cash each month.

Year	Deposit balance (beg. of year) [USD]	Our principal payment [USD]	Our interest payment [USD]	Deposit balance (end of year) [USD]
	A	B	C	A-B
0				93,983
1	93,983	3,868	1,880	90,115
2	90,115	3,945	1,802	86,170
3	86,170	4,024	1,723	82,145
4	82,145	4,105	1,643	78,041
5	78,041	4,187	1,561	73,854
6	73,854	4,271	1,477	69,583
7	69,583	4,356	1,392	65,227
8	65,227	4,443	1,305	60,784
9	60,784	4,532	1,216	56,252
10	56,252	4,623	1,125	51,629
11	51,629	4,715	1,033	46,914
12	46,914	4,809	938	42,105
13	42,105	4,906	842	37,199
14	37,199	5,004	744	32,195
15	32,195	5,104	644	27,092
16	27,092	5,206	542	21,886
17	21,886	5,310	438	16,576
18	16,576	5,416	332	11,160
19	11,160	5,525	223	5,635
20	5,635	5,635	113	0
Total		93,983	20,971	

Exhibit 2: Early Termination Fee

The following table can only be applied when (i) You are in default pursuant to Section 15(a) and if We choose the Early Termination Fee as one of Our remedies pursuant to Section 15(b) or (ii) You exercise Your Early Termination Right pursuant to Section 10(a).

Year	Early Termination Fee [USD]
1	134,567
2	124,314
3	114,061
4	103,809
5	93,556
6	69,583
7	63,954
8	58,780
9	54,025
10	49,655
11	45,638
12	41,946
13	38,552
14	35,434
15	32,567
16	29,932
17	27,511
18	25,285
19	23,240
20	21,360

Exhibit 3: Property Insurance Schedule

The following table sets forth the limits You have to insure pursuant to Section 13(b) of the SPA as long as We own the Solar System.

Year	Total Minimum Insured Value of Solar System [USD]
1	106,799
2	106,799
3	106,799
4	106,799
5	106,799
6	106,799
7	106,799
8	106,799
9	106,799
10	106,799
11	106,799
12	106,799
13	106,799
14	106,799
15	106,799
16	106,799
17	106,799
18	106,799
19	106,799
20	106,799

Exhibit 4: Payment Instructions for CollectiveSun Partners LLC

Electronic wire or ACH transfers. Please send electronic wire or ACH transfers to the following bank account:

- **Bank Name:** City National Bank
- **Bank Address:** 501 West Broadway, Suite 100
San Diego, CA 92101
- **Routing Number:** 1220 1606 6
- **Account Number:** **upon request**
- **Account Name:** CollectiveSun Partners LLC

Payments by check. Please remit payments by check to:

- **Payable to:** CollectiveSun Partners LLC
- **Address:** 3295 Meade Ave
San Diego, CA 92116

Exhibit 5: Solar System Description

THIS EXHIBIT IS BASED UPON FINAL DESIGN AND ENGINEERING PLANS. THE PARTIES MAY AMEND AND RESTATE THIS EXHIBIT TO REFLECT UTILITY COMPANY REQUIREMENTS, STRUCTURAL ENGINEERING REQUIREMENTS AND MINOR CHANGES THAT MAY OCCUR AT THE SITE, OR BE REQUESTED BY EITHER PARTY. ANY CHANGE SHALL REQUIRE THE CONSENT OF BOTH PARTIES, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

Location of Solar System

99 Bishop Allen Drive
Cambridge, MA 02139

Size of Solar System

24.80 kW

Expected first year annual Energy Production

30,300 kWh

Structure of Solar System

[Roof Mount]

Expected major components or equivalents

Equipment Type	Manufacturer	Model	Wattage	Quantity
PV panel(s)	Hanwha Q-Cells	Q Peak DUO-G5	335	93
PV panel(s)				
Inverter(s)	Solar Edge	SE14.4KUS		1
	Solar Edge	SE9KUS		1
Racking/Carport/ Ground mount				
Monitoring	Solar Edge			
Energy Storage System (ESS)				



Project Overview Agreement

Dear Thomas Evans, Erica Schwarz, and the Cambridge Redevelopment Authority (CRA) Board,

This document provides an overview of the various parties and points of contact involved with the solar PV project at 99 Bishop Allen Drive, Cambridge, MA 02139.

Pending agreement from the CRA Board, Sunbug Solar will be the selected installer to procure, permit, and build the solar array outlined in Exhibit B of this document.

By signing this letter, CollectiveSun will deliver the “Hybrid Ownership” financing and intends to hire and contract with Sunbug Solar as the selected EPC for this project per CRA’s selection process. CollectiveSun has confirmed that they meet the requirements outlined in CollectiveSun’s agreements.

Resonant Energy will continue to be involved throughout the process, per the agreement signed with CRA on February 10, 2021. Resonant will ensure that the installation goes smoothly, SMART incentives are reserved in a timely manner, and provide technical assistance to CRA and the selected Installer throughout the process.

	Purchaser	Financier	Developer	Installer
Name of Institution	Cambridge Redevelopment Authority	CollectiveSun	Resonant Energy	SunBug Solar
Address	255 Main Street, 8th Floor, Cambridge, MA 02142	1755 27th Avenue San Francisco, CA 94122	60 Clayton Street, #201, Dorchester, MA 02122	2A Draper Street, Woburn, MA 01801
Point of Contact	Erica Schwarz	Philipp Herzog	Madeleine Barr	Dan Covey
Title	Project Director	CEO	VP of Outreach & Sales	Business Development Manager
Phone	617-492-6800 x17	(415) 230-9689	617-506-9248	617-500-3937
Email	eschwarz@cambridge redevelopment.org	philipp.herzog@sunforcesolutions.com	Madeleine@resonant.energy	dan.covey@sunbug solar.com

Signature Page

PURCHASER:

Cambridge Redevelopment Authority

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

CollectiveSun

By: _____

Name: _____

Title: _____

Date: _____

Developer:

Resonant Energy

By: _____

Name: _____

Title: _____

Date: _____

Installer:

Sunbug Solar

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Pricing Table

Site Number	Address	kW-DC	Type	Upfront Cost (\$/Watt)	Upfront Cost (\$)
1	99 Bishop Allen Drive, Cambridge, MA 02139	24.8	Roof	\$3.79	\$93,974.32
TOTAL		24.8		\$3.79	\$93,974.32

Exhibit B: Description of Systems

- A. **Project Size:** 24.8 kW-DC
- B. **Project Address:** 99 Bishop Allen Drive, Cambridge, MA 02139
- C. **Equipment**
 - a. **Modules:** REC Solar N-PEAK Series (360-Watt)
 - b. **Inverter:** (1) SE17.3KUS
 - c. **Racking:** SnapNRack UltraRail
 - d. **Design:**

