

Virtual Special Meeting of the Operations
Committee
Wednesday, June 3, 2026 7:30 PM Eastern

Bridgeport Regional Aquaculture Science &
Technology Education Center
60 St. Stephens Road
Bridgeport, CT 06605

1. Approval of the Minutes Dated May 6, 2026
2. Discussion and Possible Referral to the Full Board of the Following Solar Contracts:
 - 2.a. Central High School
 - 2.b. Luis Munoz Marin School
 - 2.c. Curiale School
3. Review and Possible Referral to the Full Board of the Updated Ed Specification of the Specialized School.
4. Discussion and Possible Referral to the full Board of Membership with Council of the Great City School.
5. Discussion and Possible Referral to the Full Board of the FY26-27 Operating Budget.
6. Discussion and Possible Referral to the Full Board of SEED Special Education Purchases for FY26 Year-end Closing:
 - 6.a. New SPED Classroom Furniture
 - 6.b. SPED Curriculums
7. Adjourn.

Wednesday, May 5, 2026

MINUTES OF THE MEETING OF THE OPERATIONS COMMITTEE OF THE BRIDGEPORT BOARD OF EDUCATION, held May 5, 2026, at Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

Present were chair Jennifer Perez and members Maritza Estremera Jimenez, and Jowanne Burks-Jennings*. Board members Joseph Sokolovic, Willie Medina**, and Andre Woodson* were present. Albert Benejan Grajales and Robert Traber* joined the meeting subsequently as noted.

*Remote participation **began the meeting remote and subsequently arrived in person as indicated.

Interim Supt. Royce Avery was present.

The meeting was called to order at 5:34 p.m.

Ms. Estremera Jimenez moved to approve the minutes of the meeting of April 1, 2026. The motion was seconded by Ms. Perez and unanimously approved.

The next agenda item was on the legislative audit/financial update.

Dr. Avery said the legislative session was being completed tonight at midnight and we will be able to analyze how many dollars will be coming to the district. He said, based on public information, we are moving cautiously because

we don't have enough money to cover the deficit. He said the district is moving closer to fulfilling all 34 recommendations of the audit.

Nestor Nkwo, chief financial officer, said Bridgeport's share is about \$25.4 million, which is in two tiers. One pot is \$10 million for supplemental education funding, which will pass through the city. He described this as not intended as a permanent fix to the ECS formula. He said another pot of money is supplemental town aid, which is coming from Mashantucket-Pequot funds, of about \$10.3 million. He said this is a one-time revenue source, so the district will have to find that money for next year's budget.

Mr. Nkwo said the city has committed \$5 million; combined with the state money, the total is about \$30.4 million in additional revenue. He noted the district started with a \$44 million shortfall.

Mr. Nkwo said management actions, reviewing bus routes, returning special education students to the district, and other measures are expected to generate \$5.4 million. He described increased expenditures.

Mr. Nkwo said the projected remaining shortfall is \$4.7 million.

Mr. Nkwo said the meeting with the principals resulted in an \$8 million request. He said the board would have to add the \$8 million, resulting in a revised shortfall of \$12.7

million. He said possible Tier 3 gap closing measures could fund this expenditure.

Dr. Avery emphasized the internal work with the two state technical assistance teams for reductions. He said the work on the revised policies will help do the work. He said we're building upon the things that we were not doing and are on our way to having good systems and protocols. He pointed to the work on manuals.

Ms. Estremera Jimenez spoke in favor of getting the principals of what they need.

In response to a question, Dr. Avery said we have no knowledge about the \$5 million the district was supposed to get this year and the \$5 million next year. He said he has inquired about this with the deputy commissioner and submitted documents to the mayor's office. Mr. Nkwo said when the money is received, it will be a pass-through from the city. He said the city's commitment for \$5 million this year and next are independent of this money.

In response to a question, Dr. Avery said when you have a system that is efficient, you can save a lot of money. Mr. Sokolovic did not doubt the work in finding efficiencies, but the system has a racist funding formula and no amount of efficiencies would make up for the \$106 million cuts.

Mr. Sokolovic said in order not to be flat-funded next year, the formula has to increase over \$13,025. He noted

escalated costs for next year are estimated at \$15 million. He said if everything remains the same, the district will need \$25 million.

Mr. Sokolovic and Dr. Avery described uncertainties in budgeting.

Mr. Nkwo said the district was not in a financially prudent situation because there was no contingency fund.

Mr. Sokolovic said he was glad the mayor and City Council recognized the need and agreed to pass-through the state funds.

Dr. Nkwo said the monetary need has to be proved to the MARB (Municipal Accountability Review Board). The districts will have to report to the review board, which might involve approval of expenditures and hiring. He said it's not pretty. Dr. Avery said we're going to be able to work through any restrictions due to the presence of the state in the district.

Mr. Sokolovic said we have done what we were supposed to do, yet the \$5 million has been withheld by the state, despite legislation. He cautioned against additional state intervention because the money may not come.

In response to a question, Mr. Nkwo said the Internal Service Fund will be completely exhausted by the end of this fiscal year.

In response to a question, Dr. Avery said he was waiting for a response from the deputy commissioner on the \$5 million.

Mr. Traber said we would have attended in the meeting in person, but he didn't know if he would be allowed to speak. He said there was the possibility of a special session and a possibility of not getting any money out of MARB until next spring. He described the involvement of the state OPM in the bond bill. He said legislators indicated to him that the city did not make an adequate presentation for the \$5 million last year.

Mr. Woodson said he was hoping that we had a multiyear approach with the money we are getting.

The next agenda item was on a resolution concerning budget insufficiencies.

Mr. Sokolovic read the proposed resolution. He said kindergarten students will not receive an adequate education if there are not paras in the classroom. He said another example would be closing schools before new schools are built.

Mr. Sokolovic urged the resolution come before the full board later in May when we have the full budget picture.

Ms. Estremera Jimenez said she agreed with a lot of the resolution. Mr. Sokolovic said it was just a position

statement, which would permit transmission of the resolution to the state and the city.

Ms. Perez said some of the items need to be rephrased. She recommended counsel review it before the board passes it. She said the state might see this as the board needing bigger oversight, even though that is not Mr. Sokolovic's intention. She said it was the board's responsibility to pass a budget, even if it involves cuts.

Mr. Sokolovic said we had to choose between violating the constitution on educational adequacy or violating state statute on deficit spending.

Mr. Traber said the state is extending MARB and we don't know what that entails, so this is premature. He said ECS was discussed this spring way beyond what the governor and the leadership wanted.

Mr. Sokolovic said the balanced budget had to be done by June 30th. He said schools will be closed and kindergarten paras will be gone on that date.

Ms. Perez said the budget deliberations will take place in June. She noted the resolution says the board declines to recommend further reductions that would compromise education adequacy, equity, and compliance with the law. She said she believed there were other ways to go about it.

Mr. Sokolovic discussed options for the board if the funds were not available by June 30th.

Ms. Perez said she believed this takes away from the collaboration that has started. She said the resolution strengthens the need for state oversight prematurely.

Mr. Traber said this was very premature.

Mr. Medina said this would not be put forward until the funding levels are known. He said the point of resolution is to make them understand that we're going to be making cuts that are going to affect the education standard of the district and we're tired of doing this. He pointed to the lack of money in the Internal Service Fund.

Mr. Traber said we should not go forward until we know what MARB means to us in practical terms.

In response to a question, Dr. Avery said he was not sure if the board will be able to meet with MARB, but there may be an opportunity to have informal conversations through the city. He said this is untraveled grounds with school districts.

Mr. Traber asked Dr. Avery to explore having a representative from MARB to meet with the board.

Ms. Estremera Jimenez moved to adjourn. The motion was seconded by Ms. Perez and unanimously approved. The meeting was adjourned at 6:53 p.m.

Respectfully submitted,

John McLeod

DRAFT

POWER PURCHASE AND LICENSE AGREEMENT

THIS POWER PURCHASE AND LICENSE AGREEMENT (this "**PPA**") is made and entered into as of _____, 2026 (the "**Effective Date**"), by and among CEFIA Solar Services, Inc., a Connecticut limited liability company with offices at 75 Charter Oak Avenue, Suite 1-103, Hartford, CT 06106 ("**Seller**"), the City of Bridgeport, with offices at 45 Lyon Terrace, Bridgeport, CT 06604 ("**Property Owner**"), and The Bridgeport Board of Education, with offices at 45 Lyon Terrace, Bridgeport, CT 06604 (the "**Utility Customer**" together with Property Owner being the "**Buyer**") Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Property Owner is the fee simple owner of all that certain real property known as Central High School, 1 Lincoln Blvd, Bridgeport, CT 06606, as more particularly described on Exhibit A attached hereto (the "**Property**"), subject only to the Permitted Encumbrances described in Exhibit B. Utility Customer has the right to occupy and conduct its business at the Property and has an electric utility account associated with the Property;

WHEREAS, Buyer wishes to participate in the Connecticut Non-Residential Renewable Energy Tariff Program or Residential Renewable Energy Tariff Program created pursuant to Conn. Gen. Stat. § 16-244z and administered by the Buyer's Servicing Utility, as such program may be amended, restated, supplemented or otherwise modified (the "**Tariff Program**");

WHEREAS, Pursuant to the Tariff Program, Buyer was awarded or is eligible to receive a tariff from the Buyer's Servicing Utility as more particularly described in the Tariff Agreement (if applicable), Tariff Program rules, Tariff Program manual, and the Tariff Program rider (collectively, the "**Tariff Documents**");

WHEREAS, Seller agrees to finance, own and operate a solar energy facility on a portion of the Property, as more particularly described on Exhibit C attached hereto (the "**Project Site**"), the solar facility will be a carport canopy and roof mount with a projected nameplate capacity of 1,202.495 kw DC and which is estimated to generate 1,427,127.4 kWh in its first year in service, as may be modified pursuant to the terms hereof (the "**System**"). Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy generated by the System during the Term and otherwise in accordance with the terms of this PPA; and

WHEREAS, Seller desires to obtain, and Buyer desires to provide, an exclusive license for Seller's access to and use of the Property at reasonable times and upon reasonable notice for the purposes of designing, constructing, installing, inspecting, testing, owning, operating, monitoring, maintaining, repairing, removing and selling of electricity from the System.

AGREEMENT

In consideration of the foregoing recitals, the mutual agreements, representations, warranties and covenants set forth in this PPA and the Schedules and Exhibits hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1.
DEFINED TERMS; RULES OF INTERPRETATION

1.1 Defined Terms. Capitalized terms used in this PPA shall have the meanings ascribed to them in the Schedule of Definitions and Rules of Interpretation attached hereto as Exhibit E and made a part of this PPA by this reference, or elsewhere in this PPA.

1.2 Rules of Interpretation. The rules of interpretation in the Schedule of Definitions and Rules of Interpretation shall apply to this PPA unless expressly provided otherwise.

ARTICLE 2.
TERM & CONDITIONS PRECEDENT

2.1 Term. If not sooner terminated by either Party in accordance with this agreement, the term of this PPA shall commence on the Effective Date and shall be in effect until the later of either (i) the twentieth (20th) anniversary of the Commercial Operation Date (as defined in the Tariff Documents), or (ii) the expiration or termination of the Tariff Documents (the "*Term*").

2.2 Conditions Precedent. The respective rights and obligations of the Parties under this PPA (subject to Section 2.3) are conditioned upon the satisfaction in full (or waiver by the applicable Party), no later than the second anniversary of the date of (i) the Effective Date of this PPA, or (ii) the effective date of the Tariff Agreement, if applicable, of the following (the later date being the "*CP Deadline*", as may be extended):

- (i) Seller shall have received financing sufficient to enable it to purchase, construct, operate and maintain the System as required by this PPA on terms acceptable to the Seller in its sole discretion;
- (ii) Seller shall, at its sole cost and expense, assess the condition and suitability of the Project Site, including applicable physical inspections, geotechnical work, roof structural capacity, Project Site infrastructure, and real estate due diligence, to host the System and for such System to function as proposed by Seller. In connection with this assessment, Buyer will provide Seller with the following types of information where available and applicable: (A) Project Site plans; (B) specifications for existing electrical systems and related equipment at each Project Site that may affect and be directly affected by the System; (C) roof assessments completed by the Buyer; and (D) any documentation necessary to corroborate title to the property;
- (iii) Seller shall have obtained all Governmental Approvals and approvals from Buyer's Servicing Utility, which approvals shall include conditions and terms satisfactory to Seller in its sole discretion;
- (iv) Seller and Buyer shall have entered into an Interconnection Agreement with Buyer's Servicing Utility; and

- (v) Buyer shall have entered into all applicable Tariff Documents and designated Seller as a payment beneficiary thereunder, satisfactory to Seller in its sole discretion;
- (vi) Buyer has delivered to Seller current certificates of insurance evidencing that Buyer has obtained the insurance required under Section 7.2 of this PPA;
- (vii) Seller has reviewed and accepted any policies and procedures of Buyer which Buyer has shared with Seller and identified to Seller how such policy or procedures will impact or affect the transaction contemplated by this PPA, the construction or operation of the System, or work at the Project Site (the "*Buyer Policies*");
- (viii) Buyer has reviewed and accepted all installation construction plans, including lists of equipment and engineering evaluations of the System and the location of PV modules and inverters (the "*System Plans*"), Buyer's acceptance shall not be unreasonably withheld, conditioned or delayed;
- (ix) Seller has delivered to Buyer current certificates of insurance evidencing that Seller has obtained the insurance required under Section 7.2 of this PPA;
- (x) Seller's receipt and execution of a conditional approval for interconnection of the System to the electric distribution system of Buyer's Servicing Utility which agreements are reasonably satisfactory to Buyer;
- (xi) Seller has delivered to Buyer satisfactory evidence that Seller has obtained all Governmental Approvals necessary for Seller to legally begin construction of the System; and
- (xii) Written confirmation satisfactory to Buyer that installation and operation of the System will not (i) void or otherwise limit Buyer's roof warranty, (ii) cause structural damage to Buyer's Building and (iii) require material changes to Buyer's Site Electrical System, Buyer's acceptance not to be unreasonably withheld, conditioned or delayed.

IN THE EVENT THAT THE FOREGOING CONDITIONS SHALL NOT HAVE BEEN MET WITHIN THE TIMEFRAME SET FORTH ABOVE, UNLESS EXTENDED DUE TO DELAYS BEYOND EITHER PARTY'S CONTROL, THEN EITHER PARTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IN ITS ENTIRETY UPON TEN (10) DAYS' WRITTEN NOTICE, NOT GIVEN MORE THAN SEVEN (7) DAYS AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH ABOVE WITHOUT ANY FURTHER FINANCIAL OR OTHER OBLIGATION TO EITHER PARTY AS A RESULT OF SUCH TERMINATION. NOTWITHSTANDING THE FORGOING, EACH PARTY AGREES THAT ALL CONDITIONS PRECEDENT LISTED ABOVE SHALL BE DEEMED TO HAVE BEEN SATISFIED OR WAIVED BY THE DATE OF THE CONSTRUCTION NOTICE, UNLESS OTHERWISE NOTIFIED IN WRITING BY THE BUYER NO LATER THAN TEN (10) DAYS

AFTER RECEIPT OF SUCH CONSTRUCTION COMMENCEMENT NOTICE, IN WHICH EVENT THE CP DEADLINE WILL BE EXTENDED UNTIL BOTH PARTIES CONFIRM THAT ALL CONDITIONS PRECEDENT HAVE BEEN SATISFIED OR WAIVED.

2.3 Survival. The terms and conditions of this PPA shall survive the termination or expiration of this PPA only (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations and with respect to indemnification; and/or (ii) as otherwise specified herein.

**ARTICLE 3.
TARIFF PROGRAM; PURCHASE AND SALE; DELIVERY; GOVERNMENTAL
CHARGES; INSOLATION**

3.1 Tariff Program and Tariff Documents.

(a) Buyer shall work in good faith to assist Seller in submitting any application to Buyer's Servicing Utility under the Tariff Program.

(b) Seller and Buyer hereby agree that during the Term (i) Seller shall receive seventy eight and 88/100 percent (78.88%) of all compensation and revenues from the Buyer's Servicing Utility associated with the System and Tariff Documents (the "***Seller's Tariff Allocation***"), and (ii) Buyer shall receive the remaining twenty one and 12/100 percent (21.12%) of compensation and revenues from the Buyer's Servicing Utility associated with the System and Tariff Documents (the "***Buyer's Tariff Allocation***"). Buyer's Tariff Allocation shall be in the form of monetary credits applied to the designated Buyer utility account(s) and credited to the Buyer pursuant to the Tariff Documents. Buyer shall designate and maintain Seller, or its designee, as payment beneficiary under the Tariff Documents in the amount of the Seller's Tariff Allocation (the "***Beneficiary Designation***").

(c) Buyer shall maintain the Tariff Documents and perform its obligations thereunder for the applicable terms thereof. In the event that Seller made any performance assurance payment to Buyer's Servicing Utility to secure the Tariff Documents, the Buyer shall direct the Buyer's Servicing Utility to return such performance assurance payment to Seller pursuant to the terms of the Tariff Documents.

(d) Buyer shall (i) not take any action, or omission, that would violate the Tariff Program or Tariff Documents, and (ii) comply with any requirements of the Tariff Program and Tariff Documents. Nothing contained in this PPA shall be deemed to constitute a guarantee, direct or indirect, by the Seller of any obligation of the Buyer's Servicing Utility arising out of the Tariff Program or Tariff Documents.

3.2 Purchase and Sale of Energy and Environmental Attributes Output. During the Term, Seller shall deliver to Buyer, and Buyer shall take delivery of, at the Delivery Point, all of the Energy and Environmental Attributes in accordance with the terms of this PPA.

3.3 Price for Energy and Environmental Attributes Output. Buyer shall pay Seller for all of the Energy and Environmental Attributes delivered to the Delivery Point, as metered at the Metering Device, and for any Seller's Losses. The payment to be made by Buyer to Seller

shall equal the sum of (i) Energy for the relevant period multiplied by the Energy Payment Rate for such period, and (ii) any Seller's Losses, if any, for such period. Notwithstanding anything herein to the contrary, Seller may set off any Seller's Losses or any other sums which the Buyer owes the Seller pursuant to this PPA against Buyer's Tariff Allocation due to Buyer hereunder. Seller shall notify the Buyer after any such set-off and application is made, together with supporting documentation, and Buyer shall execute a modified Beneficiary Designation increasing Seller's Tariff Allocation to effectuate such set-off.

3.4 Energy & Environmental Attributes Payment Rate.

(a) For the Term of this PPA, the applicable payment rate, in effect at the time of delivery to the Delivery Point of any Energy and Environmental Attributes is the product of Seller's Tariff Allocation and the Tariff Rate, as set forth in Exhibit F attached hereto and made part hereof (the "**Energy Payment Rate**"). Payments received by the Seller from Buyer's Servicing Utility pursuant to the Tariff Documents shall be used to satisfy Buyer's payment obligations hereunder.

(b) Seller shall not make or add any demand, delivery or other incidental charges to the Energy Payment Rate. In all cases, any adjustments in the Energy Payment Rate shall be made to the nearest thousandth (.001) of a cent.

3.5 Title and Risk of Loss of Energy Output. Title to and risk of loss of the Energy will pass from Seller to Buyer at the Delivery Point. As between the Parties, Seller shall be deemed to be in exclusive control of all Energy prior to the Delivery Point, and Buyer shall be deemed to be in exclusive control of all Energy at and from the Delivery Point. Except as otherwise provided herein, Seller warrants that it will deliver the Energy to Buyer at the Delivery Point, free and clear of all liens, security interests, claims, and other encumbrances created by Seller.

3.6 Adjustment to Energy & Environmental Attributes Payment Rate. In the event of changes due to 1) conditions or proposed requirements that are unanticipated at the time of execution of this PPA and which are identified during due diligence, 2) design review by the Seller or its consultants, or material differing or unforeseen conditions at a Project Site, 3) any change in one or more Environmental Attributes, or 4) a change in Law during the Term that is applicable to a System or the obligations of Seller hereunder that must be complied with, and such compliance results in a material change in Seller's costs (hereinafter "**Sales Price Modification Factors**"), Seller may seek an adjustment to the Energy Payment Rate or other terms of this PPA by submitting to the Buyer a written notice setting forth: (i) the citation and description of reasonably unanticipated applicable change(s) due to one or more of the Sales Price Modification Factors, delineating which factor(s) apply; (ii) the manner in which such change has or will materially change Seller costs; and (iii) Seller's proposed adjustment to the Energy Payment Rate or other terms of this PPA. The Parties shall cooperate and use commercial best efforts in attempting to reach a mutual agreement on amending this PPA in accordance with Seller's notice. If, after commercial best efforts, the Parties mutually agree on an amendment of this PPA, then the Parties will amend or restate this PPA pursuant to the terms hereof. If, after commercial best efforts, the Parties cannot mutually agree on an amendment, then this PPA shall remain in full force and effect and Seller shall have the option to terminate this PPA in its sole discretion.

3.7 Governmental Charges.

(a) Buyer is responsible for paying, all sales & use taxes ("*SUT*") assessed against Buyer due to Buyer's purchase of Energy, and all real and personal property taxes assessed against the System ("Property Taxes"). Such SUT and Property Taxes shall also be reimbursed to Seller by Buyer, should Seller, not Buyer, be assessed such SUT or Property Taxes. Seller shall be responsible for any capacity tax assessed against the System.

(b) The Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Energy hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

3.8 Insolation. Buyer understands that unobstructed access to sunlight ("*Insolation*") is essential to Seller's performance of its obligations and a material term of this PPA. Buyer shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Buyer becomes aware of any activity or condition that could diminish the Insolation of the System, Buyer shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 3.8 against Buyer.

3.9 Maintenance of Property; Alterations to Property.

(a) Buyer shall, at its sole cost and expense, maintain the Property in good condition and repair. Buyer will ensure that the Property remains interconnected to Buyer's Servicing Utility all times and will not permit cessation of electric service to the Property from Buyer's Servicing Utility. Buyer is fully responsible for the maintenance and repair of the Property's electrical system and of all of Buyer's equipment that utilizes the System's outputs. Buyer shall properly maintain in full working order all of Buyer's electric supply or generation equipment that Buyer may shut down while utilizing the System. Buyer shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System. Buyer shall not make any alterations or repairs to the Property which are reasonably likely to adversely affect the operation, monitoring and/or maintenance of the System without Seller's prior written consent. If Buyer wishes to make such alterations or repairs, Buyer shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Buyer in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Buyer shall be responsible for all damage to the System caused by Buyer, its representatives or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Buyer's alterations and repairs shall be done by Seller or its contractors at Buyer's cost. All of Buyer's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

(b) In the event that the System is ground-mounted and Seller installs a fence on the Project Site, Seller shall be responsible for maintenance and repair any such fence and regular mowing of the fenced area within the Project Site, which mowing shall be completed no less than two times each year during the term of this PPA.

3.10 System Output. Customer acknowledges and agrees that: (i) the expected System output is an estimate and may be adjusted by Seller based on final System design or any other reason, (ii) the Energy output from the System will vary from time to time; (iii) Seller is not providing any warranty or guarantee of any particular level of Energy output of the System; (iv) Buyer is solely responsible, at its cost and expense, for paying any and all Buyer's Servicing Utility costs associated with utility service at the Property; and (iv) Seller is not a utility or an electricity provider and does not assume any regulatory or statutory obligations of a utility or electricity provider.

3.11 Tariff Documents Control. Notwithstanding any provision in this PPA or in the Tariff Documents to the contrary, Buyer shall not amend, modify, cancel or surrender the Tariff Documents, nor shall Buyer take any action under the Tariff Documents (each being a "**Tariff Action**"), including but not limited to amending or modifying the Beneficiary Designation, making any changes to the Customer of Record (as defined in the Tariff Documents) or any amendment to the Tariff Documents without the prior written consent of Seller, which consent may be granted or withheld in the absolute and sole discretion of Seller. Any Tariff Action taken by Buyer in contravention of this Section shall be null, void, ineffective, and shall not be recognized by the Buyer's Servicing Utility.

3.12 Violation of Tariff Documents. If a Tariff Action is made in violation of any term of this PPA or if the Buyer fails to take or effectuate any Tariff Action required of Buyer by the provisions of this PPA or the Tariff Documents, within ten days after receiving notice from Seller, or fails to deliver notice of such Tariff Action to the Buyer's Servicing Utility if required to be delivered by Buyer, within ten days after receiving notice from Seller, in accordance with the terms of this PPA or Tariff Documents, Seller may, at its option, in addition to all other remedies it may have, exercise the limited power of attorney granted pursuant to this PPA. Any Financing Party, as an intended third-party beneficiary of this PPA, shall have the right, power and authority to enforce the provisions of this PPA as though such Financing Party were a party to this PPA.

ARTICLE 4. ENVIRONMENTAL ATTRIBUTES AND TAX BENEFITS

4.1 Transfer of Environmental Attributes and Capacity Attributes. Seller shall transfer to Buyer, and Buyer shall receive from Seller, all rights and interest in and to any Environmental Attributes and Capacity Attributes associated with the System, whether now existing or subsequently generated or acquired (other than by direct purchase from a third party) by Seller, or that hereafter come into existence, during the Term, as a component of the Energy purchased by Buyer from Seller hereunder. Seller agrees to transfer and make such Environmental Attributes and Capacity Attributes available to Buyer immediately to the fullest extent allowed by

applicable law upon Seller's production or acquisition of such Environmental Attributes or Capacity Attributes. Seller agrees that Seller's Tariff Allocation is the full compensation for all Environmental Attributes and Capacity Attributes. Buyer shall sell all such Environmental Attributes and Capacity Attributes to Buyer's Servicing Utility pursuant to the Tariff Documents and shall assign the revenues received thereunder pursuant to the terms of this PPA.

4.2 Title to System and Tax Benefits. Tax Benefits will be and shall remain property of Seller. Seller shall be the sole owner and title holder of the System at all times during the Term, which System shall (i) at all times retain the legal status of personal property of Seller as defined under Article 9 of the Uniform Commercial Code and (ii) not attach to or be deemed a part of, or fixture to, the Property. Without limiting the generality of the foregoing, Seller may file one or more precautionary financing statements, including fixture filings in such jurisdictions as it deems appropriate with respect to the System to protect Seller's rights therein. Buyer shall take no position on any tax return or other filings suggesting that it is anything other than a purchaser of electricity from the System. In this regard, the Parties intend this PPA to be treated as a "service contract" within the meaning of section 7701(e)(3) of the Internal Revenue Code.

4.3 Further Assurances. Promptly upon Seller's request and provided Seller is not in default hereunder, Buyer shall execute all such documents and instruments (including, but not limited to, assignments, consents and acknowledgments) reasonably necessary or desirable to (i) effect, evidence or transfer to Seller all right, title and interest in Tax Benefits, or (ii) effect, participate, or enroll the System, Environmental Attributes, Capacity Attributes, or the utility account for the Meter, in any program administered by Buyer's Servicing Utility, Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity.

4.4 Promotion, Branding and Signage. Nothing in this PPA is intended to preclude Buyer or Seller from advertising or distributing promotional material highlighting the purchase and use of renewable energy from the System for commercial or branding purposes, provided that neither Party shall be permitted to release to the public any such material regarding the System or the use of renewable energy therefrom without the prior review and approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed. Seller may, at its sole cost and expense, place a sign or signs (subject to Buyer's approval, which approval shall not be unreasonably withheld, conditioned or delayed) at a location or locations on the Property reasonably satisfactory to the Parties, which signs shall recite, among other things, the ownership and financing of the System. Notwithstanding the foregoing, neither Party will use the other Party's (or any Financing Party's) corporate name, logo or other identification in any marketing, promotion, branding or other written, spoken or electronic communications without the express written permission of the other Party.

ARTICLE 5. LICENSE, CONSTRUCTION, MAINTENANCE AND MONITORING

5.1 License, Construction, Maintenance, and Monitoring of System by Seller.

(a) Seller shall, at its sole cost and expense, (i) provide notice to Buyer prior to beginning of construction of the System (the "*Construction Commencement Notice*") prior to the

CP Deadline, (ii) construct the System and achieve Commercial Operation no later than two years, as may be extended by Seller, but only due to circumstances beyond Seller's control, after the Construction Commencement Notice in a good and workmanlike manner and in accordance with all Laws and Prudent Utility Practices in all material respects, (iii) maintain the System in good condition (including any necessary cleaning of solar panels) and repair in accordance with Prudent Utility Practices and the terms of this PPA and all Laws in all material respects, and (iv) monitor the System's performance to ensure that any System malfunction causing a loss of Energy will be discovered and rectified in accordance with Prudent Utility Practices in all material respects. Seller shall maintain records and logs of all maintenance and repair work with respect to the System. Whenever used in this PPA, "maintain" and "repair" shall include replacement of malfunctioning parts, as may be necessary in Seller's discretion. Buyer hereby consents to the construction of the System's connection to the Property, including, without limitation, mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, and, in the case of metering equipment and utility interconnections, on the Project Site and surrounding property outside of the Project Site so long as Seller does not unreasonably interfere with Buyer's ability to conduct school operations or utilize the Property for educational and instructional programs and activities. Seller shall have the right to take reasonable action to restrict the right of persons to obtain access to the Project Site and Buyer will cooperate with Seller in connection with these actions.

(b) Buyer grants to Seller and to Seller's agents, employees and contractors an irrevocable non-exclusive license running with the Property (the "*License*") for access to, on, over, under and across the Property for the purposes of (i) designing, installing, inspecting, testing, constructing, operating, owning, maintaining, accessing, repairing, removing, replacing and selling the electricity from the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this PPA; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Buyer's electric system at the Property and/or to the utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Buyer prior to entering the Property except in situations where there is imminent risk of damage to persons or property or Emergency Repairs are otherwise required. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or Termination Date of this PPA (the "*License Term*"). During the License Term, Buyer shall ensure that Seller's rights under the License and Seller's access to the Property are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this agreement by either Party. Buyer agrees that Seller, upon request to Buyer, may record a memorandum of license in the land records respecting the License in form and substance reasonably acceptable to the Buyer.

(c) The site plan attached to this PPA as of the Effective Date is the Parties' initial approximation of the preliminary site plan for the System (the "*Site Plan*"). In the event that during design or construction of the System Seller determines that the site plan needs to be materially changed, then Seller may propose amendments to the site plan description for Buyer's review and approval or denial, which approval shall not be unreasonably denied or delayed. Once Buyer grants written approval of any such amendment of the description of the site plan, such description shall be incorporated into this PPA, and supersede any previous version thereof.

Notwithstanding the forgoing, (i) Seller may make non material changes to Site Plan without notice to or consent of Buyer, which Seller considers necessary for the design, construction, operation or maintenance of the System, and (ii) after Seller completes construction of the System, Seller shall provide Buyer with a revised description of the site plan which shall include “as-built” description and drawings of the System, such revised description of the Property shall be incorporated into this PPA, and supersede any previous version thereof, upon notice to Buyer.

(d) Seller shall provide Buyer reasonable notice of all activities conducted by or on behalf of Seller on the Property. During any such activities, Seller, and its sub-contractors, agents, consultants, and representatives shall comply with Buyer’s safety, insurance and security procedures (as may reasonably be promulgated from time to time), and Seller and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to not unreasonably interfere with Buyer’s activities. This requirement of access shall not be construed to confer a leasehold on the Seller.

(e) Seller’s access rights with respect to the Property include: (i) reasonable vehicular and pedestrian access across the Property, provided Seller shall reasonably attempt to minimize any disruption to activities occurring on the Project Site; (ii) the right to locate transmission lines and communications cables across the Property in locations to be mutually agreed upon; (iii) access and use of a lay-down and staging area at the Project Site, whose needs will be specified by Seller and directed by the Buyer, for materials and tools used during construction, installation, and maintenance of the System, provided Seller shall be responsible for providing shelter and security for items staged in the lay-down and staging area; and (iv) the right to connect, at Seller’s sole cost and expense, to existing water, sewage, drainage, electrical, and communication lines on the Property, subject to availability and Buyer’s approval, for use by Seller in installing, operating and maintaining the System, provided Seller shall be required to reimburse the Buyer at current Utility rates for all utilities used. The Parties agree that this grant of access is a material term to the PPA.

(f) Notwithstanding any provision of Section 5.1(b) or 5.1(c) to the contrary, Seller shall have access to the Property to effect Emergency Repairs of the Interconnection Equipment located on the Property immediately upon, or as soon as practicable after, notice to Buyer of the need for access.

(g) Seller may curtail deliveries (inclusive of discontinuing or reducing Energy) if Seller reasonably believes that curtailment is necessary to construct, install, repair, replace, remove, maintain or inspect any of its equipment or facilities; or in connection with an emergency or an event of Force Majeure. To the extent practical, all maintenance and repairs shall be performed during off-peak hours and when school is not in session, and in a manner that would not require a complete interruption in Energy of the System. Seller shall notify Buyer of any curtailments of which Seller has advance knowledge and will endeavor to mitigate the time periods and causes of such curtailments to the extent that such cause is within Seller’s reasonable control. Subject to available sunlight, Seller shall resume deliveries of Energy as soon as is reasonably possible and safe in accordance with Prudent Utility Practices.

(h) Seller may modify, alter, expand or otherwise change the System without the prior written consent of Buyer as required by Prudent Utility Practices or applicable Law, so

long as such modifications, alterations, expansions or other changes would not reasonably be expected to have material adverse impact on the operations of the System or the System's capability to operate.

(i) Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Material on or about the Property generally or any deposit, spill or release of any Hazardous Material.

5.2 Buyer's Obligations.

(a) Buyer shall maintain the Property and shall not take any actions on the Property that would reasonably be expected to cause shading of the System or otherwise interfere with the operation of the System, reduce the production of Energy from the System or damage or otherwise increase the cost of maintenance of the System.

(b) Buyer shall provide reasonable assistance to Seller and its agents and contractors in obtaining convenient access to and from the Interconnection Equipment located on the Property during normal business hours as is reasonably necessary or appropriate for Seller to complete the electrical interconnection to the Property.

(c) Buyer shall assist Seller and cooperate with Seller, as reasonably necessary and appropriate, to acquire and maintain the Governmental Approvals required for the construction, operation, maintenance and repair of the System's connection to the Property, including, but not limited to, the Interconnection Agreement (and all of Buyer's obligations thereunder) or any applications or consents for permits, local utility interconnection, solar renewable energy certificate creation and verification, and rebate applications as are required to be signed by a person in the position of Buyer and reasonably approved by Buyer's counsel.

(d) Buyer shall maintain the Site Electrical System in good condition and repair so as to be able to receive the Energy. Buyer will maintain its connection and service contract(s) with Buyer's Servicing Utility or any successors thereto, so that the System may continuously generate and deliver Energy and so that Buyer may procure its full requirements for electricity that are not served by the System.

(e) Buyer shall not cause or allow any Person under Buyer's control to cause the System's equipment on the Property to be disconnected or shut down, temporarily or otherwise, unless in the case of emergency or as a result of an event of Force Majeure. In the event of a disconnect or shut down on the Property of a portion of the System caused by Buyer or a Person under Buyer's control, damages and lost revenue will be assessed pursuant to the terms of Section 7.5, which is the sole measure of damages. At the request of Buyer, Seller may consent, such consent not to be unreasonably withheld, conditioned or delayed, to temporarily shut down all or a portion of the System for a predetermined period of time; provided that nothing herein shall require Seller's consent to a shutdown of the System, if necessary, as a result of an emergency. Seller will be compensated in connection with any such shutdown in accordance with Section 7.5. No damages will be due if the shutdown is due to a Force Majeure event.

(f) Buyer shall provide Seller sufficient space on the Property for the temporary storage and staging of tools, materials and equipment reasonably necessary during

installation and any maintenance, repair, replacement or removal of the System, provided that Seller shall use commercially reasonable efforts to minimize disruption to Buyer's operations, and provided further that Seller understands and acknowledges that space is limited at on the Property. Buyer and Seller shall coordinate and cooperate in determining the amount of space and specific portion of on the Property necessary available for such purposes.

(g) Notwithstanding anything herein to the contrary, Buyer shall perform all obligations of the Property Owner (as defined in the Tariff Documents) and Customer of Record (as defined in the Tariff Documents), except such obligations identified as Seller's obligations pursuant to this PPA, set forth in the Tariff Documents.

5.3 Telemetry. Seller shall provide a means for Buyer to access real-time data or telemetry with respect to the System's performance through means that may reasonably be incorporated into advertising and promotional materials. Subject to Section 4.3 above, Seller retains the right to use telemetry and monitoring other data concerning the performance of the System for evaluative, maintenance, and promotional purposes.

5.4 Installation.

(a) Seller will cause the System to be designed, engineered, installed, operated and constructed substantially in accordance with the terms of this PPA. Buyer shall have the right to review all constructions plans, including engineering evaluations, regarding the impact of the System on (i) the structural integrity and strength of the roof of the Building, if applicable, and (ii) the equipment and service of Buyer's Servicing Utility and Buyer's Site Electrical System. Seller shall not penetrate the Building's roof when installing the System, or, if roof penetrations are necessary for the installation of the System, Seller will obtain pre- and post-installation inspections from the roof's manufacturer to ensure that any roof penetrations and the installation of the System will not and does not void any existing roof warranties.

(b) Seller shall provide all project management and construction management services for the System. Without limiting the foregoing sentence, Seller shall (i) maintain a qualified and competent organization as necessary to install the system, (ii) maintain the Property reasonably clear of debris, waste material, and rubbish during installation and operation of the System, (iii) use only the entrance(s) and areas designated by Buyer for ingress and egress of all personnel, equipment, vehicles, and for storage of materials, during installation, maintenance, repair and removal of the System, and (iv) otherwise perform all work in a safe and expeditious manner without cost or expense to Buyer. Buyer shall have the right at all times to review Seller's work on the System to determine if Seller is in compliance with the System Plans and Buyer Policies. If Buyer determines in its reasonable discretion that Seller is not in compliance with the System Plans or Buyer Policies, the Parties shall work together in good faith to remedy such issues. If the Parties are unable to agree upon a mutually satisfactory resolution to any such issues, either party may submit such issues to mediation under the rules of the American Arbitration Association. Mediation to take place within fifteen (15) miles of Bridgeport City Hall. The cost of mediation shall be shared equally by the Parties.

5.5 System Acceptance Testing and Commercial Operation.

(a) Prior to commencing Commercial Operation, Seller shall conduct testing of the System ("System Acceptance Testing"). Seller shall notify Buyer not less than three (3) Business Days prior to the anticipated date of System Acceptance Testing. Buyer shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing.

(b) Prior to commencing Commercial Operation, Seller shall provide to Buyer documentation confirming that (i) the System is substantially complete, interconnected with Buyer's Site Electrical System and, with the electric distribution system of Buyer's Servicing Utility in accordance with applicable Law and the rules of Buyer's Servicing Utility, (ii) Seller has accepted the System from its equipment suppliers and installers, (iii) the results of the System Acceptance Testing establish that the System is installed and operating in accordance with all manufacturer's specifications and applicable Laws, regulations and permit requirements, and using such instruments and meters as has have been installed for such purposes, and (iv) the System has been approved for interconnected operation by Buyer's Servicing Utility.

ARTICLE 6. METERING DEVICE AND METERING

6.1 Metering Equipment. Seller shall provide, install, own, operate and maintain the Metering Device with the ability and right for Buyer to access real-time via internet connection to monitor the Metering Device. Buyer shall provide Seller with high-speed internet access at the Property during the entire Term. Buyer grants Seller a right of access to the Metering Device on the Property as needed to inspect, repair and maintain such Metering Device. Buyer shall allow for the installation of necessary communication lines in connection with the Metering Device and shall reasonably cooperate in providing access for such installation. The Metering Device shall be kept under seal, such seal to be broken only by Seller when the Metering Device is to be tested, adjusted, modified or relocated. In the event that Seller or Buyer breaks a seal, the applicable Party shall notify the other as soon as practicable.

6.2 Measurements. Readings of the Metering Device shall be conclusive as to the amount of Energy output; *provided, however*, that if the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 6.4, or registers inaccurately, measurement of Energy to the Delivery Point shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when Metering Device was registering accurately; or (b) if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 6.4 was equal to (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of such Metering Device through the date of the adjustments; *provided, however*, that, in the case of clause (ii), the period covered by the correction under Section 6.4 shall not exceed twelve (12) months.

6.3 Meter Seals. Seller's metering equipment shall be sealed, and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted by Seller.

Seller shall be the only Party authorized to cause seals to be broken on such meters. The Buyer shall be offered the opportunity to be present upon any occasion when the seals for such meters are to be broken.

6.4 Testing and Correction.

(a) Upon Buyer's reasonable request, but in no event more than once every twelve (12) months, Seller shall inspect and test the Metering Device for accuracy. Each Party and its consultants and Representatives shall have the right to witness each test of the Metering Device to verify the accuracy of its measurements and recordings. Seller shall provide at least ten (10) days prior written notice to Buyer of the date upon which any such test is to occur. Seller shall prepare a written report setting forth the results of each such test and shall provide Buyer with copies of such written report not later than thirty (30) days after completion of such test. Subject to Section 6.4(b) below, Seller shall bear the cost of the testing of the Metering Device and the preparation of the Metering Device test reports.

(b) The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

- (i) If either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing.
- (ii) Seller shall, within thirty (30) days after receiving such notice from Buyer, or Buyer shall, within such time after having received such notice from Seller, advise the other Party in writing as to its position concerning the accuracy of such Metering Device and state reasons for taking such position.
- (iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the Third Party Monitor to test the Meter.
- (iv) If the Metering Device is found to be inaccurate by not more than five percent (5%), any previous recordings of the Metering Device shall be adjusted in accordance with Section 6.2(b)(i) and the party claiming such inaccuracy shall bear the cost of inspection and testing of the Metering Device.
- (v) If the Metering Device is found to be inaccurate by more than five percent (5%) or if such Metering Device is for any reason out of service or fails to register, then (A) Seller shall promptly cause any Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 6.2, and (C) Seller shall bear the cost of inspection and testing of the Metering Device. If as a result of such adjustment the quantity of Energy output for any period is decreased, Seller shall reimburse

Buyer within thirty (30) days for the amount paid by Buyer in consideration for the decrease. If as a result of such adjustment the quantity of Energy output for any period is increased, Buyer shall pay Seller within thirty (30) days for the additional quantity of Energy at the Energy Payment Rate applicable during the applicable period. In no event shall the period of inaccuracy used to calculate Seller's reimbursement obligation be longer than 365 days.

6.5 Live Meter Maintenance. Buyer acknowledges and understands that the System and Tariff Agreement (if applicable) will be associated with a particular electric utility meter (currently existing or to be installed) located on the Property (the "*Meter*") and that the Meter remaining live is critical to the proper operation of the System. Buyer acknowledges and understands that the Meter may need to be moved to a different location on the Property, if required to do so by the Buyer's Servicing Utility. Therefore, Buyer agrees that, in the event Buyer defaults in an obligation to Buyer's Servicing Utility, becomes insolvent, Bankrupt, or enters into any condition that threatens the live nature of the Meter, Seller shall have the unilateral and exclusive right to transfer the account for the Meter into Seller's name for the duration of the Term.

ARTICLE 7.

LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; INSURANCE; FORCE MAJEURE; PAYMENTS FOR TEMPORARY SHUT DOWN

7.1 System Loss.

(a) Seller shall bear the risk of any System Loss excluding, however, any System Loss arising out of or resulting from (i) any negligent or willful acts or omissions of Buyer or Buyer's agents, Representatives, customers, vendors, visitors, or invitees or (ii) any breach of the PPA by Buyer (collectively, the circumstances set forth in clause (i) or (ii), "*Buyer Act*") or (iii) any act, omission or event which is covered by Buyer's insurance required hereunder.

(b) In the event of any System Loss that, in the reasonable judgment of Seller, results in less than total damage, destruction or loss of the System and more than five (5) years remains in the Term, this PPA will remain in full force and effect and Seller will, at Seller's sole cost and expense, subject to Section 7.1(c) below, repair or replace the System as quickly as practicable.

(c) To the extent that any System Loss, which in the reasonable judgment of Seller, results in less than total damage or destruction or loss of the System, is caused solely by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay the reasonable costs and expenses of such repair or replacement.

(d) In the event of any System Loss that, in the reasonable judgment of Seller, results in total damage, destruction or loss of the System, or to the extent the System is damaged during the last five (5) years of the Term, Seller shall, within thirty (30) Business Days following written notice from the Buyer of the occurrence of such System Loss, notify Buyer whether Seller is willing, notwithstanding such System Loss, to repair or replace the System, it being understood that in such instance Seller shall have no obligation to restore the System.

(e) In the event that Seller notifies Buyer that Seller is not willing to repair or replace the System, this PPA will terminate automatically effective upon the date specified in such notice unless Buyer agrees to pay the restoration cost. If such System Loss has been caused solely by Buyer Act, Buyer shall, within ten (10) Business Days following such termination, pay to Seller, as liquidated damages, the Termination Payment applicable as of such Termination Date.

(f) In the event that Seller notifies Buyer that Seller is willing to repair or replace the System, the following shall occur: (A) this PPA will remain in full force and effect, and (B) Seller will repair or replace the System as quickly as practicable but in any event within six (6) months of the casualty and, in addition, if such System Loss has been caused solely by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay the reasonable costs and expenses of such repair or replacement caused by such Buyer Act, as well as Seller's Losses.

7.2 Insurance.

(a) Each Party will, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$3,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, with aggregate limits of \$5,000,000. Coverage may be part of a blanket and/or umbrella policy.

(b) Buyer and Seller (and Seller's subcontractors), will maintain worker's compensation and employer's liability insurance, including stop gap coverage, in compliance with applicable laws. The limits of employers' liability insurance shall not be less than \$1,000,000.

(c) Buyer shall maintain property insurance on the Property, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the Property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Buyer must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the Property. Seller must be named as loss payee on the policy with ISO form CP 12 18 10 12 Loss Payable Provisions, Clause C2, or equivalent acceptable to Seller, and the policy must provide for ten (10) days' prior written notice to Seller in the event of cancellation or nonrenewal and must meet State insurance requirements. Property located in a designated flood zone must be insured for the peril of flood to the maximum limits available through the National Flood Insurance Program.

(d) Each Party will name the other Party as an additional insured in each such policy provided in this Section 7.2 using the form CG 2010 or the equivalent, excepting Buyer property insurance as described in Section 7.2(c). The policies insuring a Party against loss or destruction to property shall waive any right of subrogation against the other Party. As to each such policy, the insured Party shall furnish to the other Party a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section 7.2. At the request of a Party, the other Party shall furnish to such Party applicable endorsements evidencing the required coverages.

(e) The provision of this PPA shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

(f) Either Party shall be permitted to satisfy the insurance requirements in this Section 7.2 with any combination of general liability and umbrella policies or self-insured retentions, provided that the self-insured retentions are reasonably acceptable to the other Party.

7.3 Performance excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "**Claiming Party**") gives notice and details of the Force Majeure event to the other Party as soon as practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, then the Claiming Party will be excused from the performance of its obligations under this PPA affected by the Force Majeure event (other than the obligation to make payments under this PPA) for a period equal to the effect of the disabling Force Majeure circumstances. The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; *provided, however*, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

7.4 Termination due to Force Majeure. If a Claiming Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer, the non-Claiming Party may terminate this PPA, in whole or in part, without any liability to the Claiming Party as a result of such termination (except with respect to payment of amounts accrued prior to termination and actions or omissions that occur prior to termination) by providing written notice of such termination at any time prior to the date upon which the obligation prevented by such Force Majeure has been satisfied. Without limiting the generality of the foregoing, if Seller does not deliver Energy from the System to Buyer for a continuous period of twelve (12) months for any reason other than Buyer's default hereunder, Buyer shall have the right to terminate this PPA by delivering written notice of such termination at any time prior to the date upon which the System resumes the production of Energy.

7.5 Payment for Temporary Shutdown of System or Reduced Energy Output. In the event (a) Buyer needs to conduct any type of work on the Property or Site Electrical System that will require the shutdown of the System, (b) Buyer or any Person within Buyer's control causes any disruption on the Property which will require, or otherwise causes, Seller to cease making deliveries of Energy, or otherwise causes the System to shut down, or (c) Buyer or any Person in Buyer's control causes a reduction in Energy output from the System, whether from disruption on the Property or otherwise, Buyer shall compensate Seller for Seller's Losses (as defined below) arising out of such shutdown or reduction in Energy output and Buyer's payments due hereunder shall be adjusted to account for Seller's Losses.

ARTICLE 8. EVENTS OF DEFAULT; REMEDIES

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

(a) the failure to make, when due, any payment required under this PPA if such failure is not remedied within ten (10) Business Days after receipt of written notice from the Party claiming the failure (a “*Non-Defaulting Party*”);

(b) any representation or warranty made by such Party in this PPA is intentionally false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure to perform any material covenant or obligation set forth in this PPA if such failure is not remedied within thirty (30) days after receipt of written notice from the Non-Defaulting Party; provided, however, that, if despite diligent efforts to cure such default is not capable of cure within thirty (30) days, the Defaulting Party shall have such additional time as is reasonably necessary to cure such default, provided the Defaulting Party diligently pursues such cure and completes same within ninety (90) days after the receipt of such notice;

(d) such Party becomes Bankrupt; or

(e) solely as to Buyer, (i) the closure or shutdown of Buyer’s operations or other shutdown of the System caused by the action or inaction of Buyer or of any Person under Buyer’s control; (ii) Buyer loses its rights to occupy and enjoy the Property; or (iii) Buyer prevents Seller from installing the System or otherwise fails to perform in a way that prevents the delivery of electronic energy from the System.

8.2 Buyer Remedies. Upon the occurrence and during the continuance of an Event of Default where Seller is the Defaulting Party (a “*Seller Event of Default*”), Buyer shall have all rights available to it at law and in equity; however, notwithstanding the foregoing, it is agreed that Buyer shall have the right to terminate this PPA as a result of a Seller Event of Default only in the event such Seller Event of Default is a monetary Event of Default or a material non-monetary Event of Default that has resulted in substantial harm, economically or otherwise, to Buyer (each such default being a “*Seller Termination Default*”). In the event any Seller Termination Default remains uncured following any applicable notice and cure period, Buyer shall have the right to provide Seller with written notice of its intent to terminate this PPA. In the event such specified Seller Termination Default and any other subsequent termination event is not cured within forty five (45) days of Seller’s receipt of such notice of intent to terminate (which notice shall specify the exact Seller Termination Default and any other Seller Event of Default being claimed) then thereafter, and only thereafter, Buyer shall have the right to terminate this PPA as of such date by providing written notice of such termination to Seller.

8.3 Seller Remedies.

(a) If an Event of Default has occurred where Buyer is the Defaulting Party (a “*Buyer Event of Default*”) and is continuing, Seller has the right in its sole discretion, without obligation, to take any and all action reasonably necessary to cure such Buyer Event of Default. In the event that Seller exercises such right, Buyer shall promptly reimburse Seller for any and all reasonable costs and expenses incurred by Seller (including reasonable attorney’s fees) in connection with the exercise of Seller’s rights hereunder.

(b) Upon the occurrence and during the continuance of a Buyer Event of Default, Seller shall have the right to (i) exercise any remedies available under Law, and (ii) terminate this PPA by providing five (5) days prior written notice of such termination to Buyer and (iii) in the event that Seller terminates this PPA subject to (ii) herein, Buyer shall pay a Termination Payment to Seller.

8.4 Termination Payment Notice. In the event that Seller elects to require payment of the Termination Payment by Buyer as provided in Section 8.3, then, as soon as practicable after calculation of the Termination Payment by Seller, Seller will notify Buyer of the amount of the Termination Payment and any amount otherwise due and outstanding under this PPA. Such notice will include a written statement explaining in reasonable detail the calculation of such amount. Buyer shall be required to pay the Termination Payment and any amount otherwise due and outstanding under this PPA to Seller within ten (10) Business Days after the effectiveness of such notice.

8.5 Remedies Cumulative. Except as specifically provided to the contrary, the rights and remedies contained in this Article 8 are cumulative with the other rights and remedies available under this PPA or at law or in equity.

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

ARTICLE 9. INVOICING AND PAYMENT

9.1 Invoicing and Payment.

(a) In the event that the Tariff Documents utilizes a “Netting Incentive” (as defined in the Tariff Program), Seller will issue monthly invoices within ten (10) Business Days after the conclusion of the preceding calendar month for Energy deliveries made during that month.

(b) In the event that the Tariff Documents utilizes a Buy-All Incentive” (as defined in the Tariff Program), Seller shall issue quarterly statements for Energy and Environmental Attributes deliveries and funds received by Seller from the Buyer’s Servicing Utility during the preceding quarterly period.

(c) Except as specifically provided to the contrary herein, all invoices under this PPA will be due and payable not later than twenty (20) Business Days after receipt of the applicable invoice. Each Party will make payment by ACH, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the applicable due date will accrue interest at the Late Payment Interest Rate until paid in full.

9.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this PPA at any time within twelve (12) months

following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are manifestly inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give notice of the objection to the other Party. Any required payment will be made within ten (10) Business Days after resolution of the applicable dispute, together with interest accrued at the Late Payment Interest Rate from the due date to the paid date.

9.3 No Setoff. Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.

9.4 Records and Audits. Each Party will keep, for a period not less than two (2) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours. Notwithstanding the foregoing, in the event that Buyer conducts an audit and discovers an inaccuracy in Seller's invoices, charges, computations and payments required for a Transaction in an amount in excess of five percent (5%), Buyer shall be entitled to recover the cost and expense of the audit in addition to the other corrective actions required as a result of said audit.

9.5 Currency. All pricing offered, payments made and amounts referenced hereunder are and will be in U.S. dollars.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENTS; ADDITIONAL COVENANTS

10.1 Representations and Warranties.

(a) Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this PPA (together with Tariff Documents and Interconnection Agreement) are within its powers, have been duly authorized by all necessary action, do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it and do not require the consent of any third party; (c) this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other Laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court; (d) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing; (e) it is capable of assessing

the merits of and understanding, and understands and accepts, the terms, conditions and risks of this PPA; (f) it understands that the other Party is not acting as a fiduciary for or an advisor to it or its Affiliates; and (g) it has no knowledge of any facts or circumstances that could materially and adversely affect its respective ability to perform its obligations hereunder.

(b) Buyer further represents and warrants to Seller that: (i) to its knowledge, there are no site conditions or construction requirements (including, but not limited to any Environmental Condition or roof conditions) that would increase the cost of installing the System or Interconnection Equipment at the planned locations or increase any liabilities in connection with the System or Interconnection Equipment; (ii) the information provided to Seller pursuant to this PPA as of the Effective Date is true and accurate in all material respects; (iii) Property Owner has fee simple and clear title to the Property, subject only to the Permitted Encumbrances; and to Property Owner's knowledge none of the Permitted Encumbrances would reasonably be expected to adversely impact Seller's rights hereunder or under this PPA; (iv) no electricity generated by the System will be used to heat a swimming pool; (v) Buyer is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company

(c) Seller further represents and warrants to Buyer as follows: (i) the System and Seller's services hereunder, including the installation work, operations and maintenance, shall not infringe any third party's intellectual property or other proprietary rights; (ii) Seller shall be responsible for the identification (including applicable inspection and notification requirements), cleanup, removal, remediation and disposal in accordance with applicable Law of any Hazardous Materials (a) brought to the Property by Seller or its employees, representatives, agents or contractors or (b) generated or otherwise created in connection with, or by, the System. Seller shall also notify the Buyer prior to delivery of any known Hazardous Materials to the Property; (iii) Seller's operating representative shall be available to Buyer to address and make decisions on all operational matters under this PPA as soon as reasonably possible with respect to emergency situations, and otherwise during standard business hours. The name and contact information of the Seller's operating representative will be provided prior to commencement of construction; (iv) Seller's performance of any and all services pursuant to the PPA shall be in compliance with applicable Law; and (v) Seller shall provide the services required of it in accordance with this PPA in a good, professional and workmanlike manner and that at all times the Seller or its agents shall be qualified and professionally competent to carry out said services, and at all times the Seller or its agents shall possess all licenses and/or certifications, if any, required to perform said services.

10.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE 11. INDEMNITY; LIMITATIONS

11.1 Indemnity. To the fullest extent permitted by law, each Party (the "*Indemnitor*") hereby indemnifies and agrees to defend, protect, and hold harmless the other Party and its

Representatives (the "**Indemnified Parties**") from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) ("**Indemnity Claims**") caused by, resulting from, relating to or arising out of any breach of this PPA by the Indemnitor or any of its Representatives or any negligence or intentional misconduct on the part of the Indemnitor or any of its Representatives; *provided, however*, that the Indemnitor will not have any obligation to indemnify the Indemnified Parties from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the gross negligence or intentional misconduct of the Indemnified Parties, or material breach of this PPA by the Indemnified Parties. In addition to the foregoing, to the fullest extent permitted by law, Buyer, as the Indemnitor, hereby indemnifies and agrees to defend, protect, and hold harmless Seller and its Representatives, as the Indemnified Parties, from and against any and all Indemnity Claims related to any and all Environmental Conditions, except to the extent that the same are caused by the negligence or willful misconduct of Seller and/or its Representatives, where, as used in this PPA, the term (a) "**Environmental Conditions**" means (i) the violation or alleged violation of any Environmental Law at or on the Property; (ii) the release or potential release of any Hazardous Material at, on or from the Property, unless such Hazardous Material was brought onto the Property by Seller or its Representatives; and/or (iii) any other environmental matter adversely affecting the Property that was not directly caused by Seller or its Representatives; (b) "**Hazardous Material**" means any substance or material regulated by or listed in any Environmental Law; and (c) "**Environmental Law**" means any federal, state or local law, regulation, ordinance or other requirement governing human health and/or the environment.

11.2 Limitation of Remedies, Liability and Damages. The Parties confirm that with respect to the matters specified herein and to the extent specified the express remedies and measures of damages provided in this PPA satisfy the essential purposes hereof. Without prejudice to the calculation of the amount of any Termination Payment, payment for Seller's Losses, and/or indemnity claims arising out of claims by third parties, neither Party will be liable for consequential, incidental, punitive, special exemplary or indirect damages, by statute, in tort or under contract under any indemnity provisions or otherwise; provided however, that notwithstanding the foregoing, in no event will the foregoing limitations of liability be applied to limit the extent of the liability of either Party to the other for intentional misconduct. The limitations imposed herein, or remedies and the measure of damages are without regard to the applicable cause or causes, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. Notwithstanding any provision of this agreement to the contrary, Seller's maximum liability to the Buyer, except for indemnity obligations in respect of personal injury, property damage and intellectual property infringement claims, under this PPA will be limited, in the aggregate to the difference between the amount Buyer actually pays to utility for electricity used by Buyer and the amount Buyer would have had to pay to Seller for electricity supplied by Seller over the remaining term of the PPA.

11.3 Limitations on Warranties. Except as expressly provided in this PPA, Seller hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose.

11.4 Duty to Mitigate. Buyer and Seller shall each have a duty to mitigate damages pursuant to this PPA, and each shall use commercially reasonable efforts to minimize any damages

it may incur as a result of the other Party's non-performance of this PPA, including with respect to termination of this PPA.

ARTICLE 12. CONFIDENTIALITY

Seller is an Affiliate of Connecticut Green Bank, Connecticut Green Bank is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this PPA and information received pursuant to this PPA will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by Seller pursuant to an FOIA request, Buyer should specifically and in writing identify to Seller the information that Buyer claims to be exempt. Buyer should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Buyer acknowledges that (1) Seller has no obligation to notify Buyer of any FOIA request received by Seller, (2) Seller may disclose materials claimed by Buyer to be exempt if in Seller's judgment such materials do not appear to fall within a statutory exemption, (3) Seller may in its discretion notify Buyer of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Seller has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Buyer will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Seller or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Seller's possession where Seller, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

ARTICLE 13. NOTICES

13.1 Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, electronic mail, overnight delivery or regular, certified, or registered mail, return receipt requested. All notices shall be deemed to have been properly given or made upon the earliest to occur of (a) actual delivery, (b) two (2) days after being sent by overnight courier service, (c) five (5) days after being deposited in the mail addressed as aforesaid and (d) one (1) day after being sent by e-mail; provided that in the case of notice by e-mail such notice is followed promptly by the sending of the original

of such notice by overnight courier service. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Buyer:

City of Bridgeport
Attention: Mayor
999 Broad Street
Bridgeport, CT 06604

Bridgeport Public Schools
Attention: Superintendent of Schools
45 Lyon Terrace
Bridgeport, CT 06604

If to Seller:

CEFIA Solar Services, Inc.

75 Charter Oak Avenue, Suite 1-103

Hartford, CT 06106

With copy to:

[]

**ARTICLE 14.
OWNERSHIP OF AND TITLE TO THE SOLAR FACILITY
AND OTHER PROPERTY RIGHTS**

14.1 Ownership of Solar Facility by Seller.

(a) Title. Notwithstanding the System's presence on the Project Site and method of attachment thereto, and unless the ownership of such System is transferred to the Buyer in accordance with Section 17.3(b), Seller or its permitted assignee shall, at all times, retain title to and be the legal and beneficial owner of such System and all alterations, additions or improvements made thereto and replacements thereof by Seller. Seller shall be entitled and is hereby authorized to file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the System in order to protect its rights in such System. In no event shall anyone claiming by, through or under the Buyer (including but not limited to any present or future mortgagee of the Property) have any rights in or to the System, unless the System is transferred to the Buyer in accordance with Section 17.3(b). The Buyer acknowledges and agrees that Seller may be required to grant, or cause to be granted, to a Financing Party a security interest in the System, and the Buyer expressly disclaims and waives any rights it may have in the System pursuant to this PPA, unless the System is transferred to the

Buyer in accordance with Section 17.3(b) or the Seller is otherwise in default of its obligations to Buyer.

(b) Ownership. The Parties specifically acknowledge and agree that Seller or its permitted assignee shall be the owner of the System for federal income tax purposes.

14.2 Lien Prohibition. Solely and exclusively for the purposes of applicable mechanics' lien law, no work performed by Seller at Property under this PPA, whether in the nature of erection, construction, installation, commissioning, alteration, repair, maintenance or removal, shall be deemed to be for the immediate use and benefit of the Buyer. To the maximum extent permitted by Law, no mechanic's or other lien shall be allowed against the Buyer or by reason of any consent given by the Buyer to Seller to improve any Property, including by the construction, installation, commissioning, maintenance, repair or removal related to the System. Seller shall place such contractual lien prohibition provisions in all contracts and subcontracts for System and improvements upon the Property, assuring and stating that, to the maximum extent permitted by Law, no mechanic's liens will be asserted against the Buyer's interest in such Property.

14.3 Lien Removal. If any mechanic's or other liens shall at any time be filed against Property by reason of work performed related to this PPA or labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Seller or to anyone performing any work, improvements, maintenance or operations of the System through or under Seller, and regardless of whether any such lien is asserted against the interest of the Buyer, or Seller, Seller, at its sole expense, shall cause the same to be discharged of record, or bonded to the satisfaction of the Buyer. If Seller shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of the Buyer, the Buyer may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by, including reasonable attorneys' fees incurred by the Buyer either in defending against such lien or in procuring the bonding for or discharge of such lien, together with interest thereon at the legal rate, shall be paid by Seller to Buyer.

ARTICLE 15. ASSIGNMENT AND FINANCING

15.1 Assignment; Binding Effect.

(a) Except for assignments to Affiliates, neither Buyer nor Seller shall, without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this PPA, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void.

(b) Notwithstanding the foregoing, Seller may, without the prior written consent of Buyer, assign, mortgage, pledge or otherwise directly or indirectly transfer all or any part of, or any right or obligation under this PPA (i) to any party that acquires Seller or all or substantially all of Seller's assets; (ii) for security purposes in connection with any financing or other financial arrangements regarding System; (iii) to any Financing Party; (iv) to any Qualified

Assignee or (v) to an entity that enters into an agreement with a Qualified Assignee pursuant to which (1) such Qualified Assignee shall be responsible for System operation and maintenance under this PPA and (2) Seller shall have granted to the Qualified Assignee all other rights granted to Seller herein necessary for operation and maintenance of System (each, a "*Permitted Transfer*"). Seller shall deliver notice of any Permitted Transfer to Buyer in writing as soon as reasonably practicable. Buyer agrees to execute such reasonable consents to assignment and other documents, and to provide such information, as is requested by Seller in connection with any Permitted Transfer.

(c) Subject to the foregoing restrictions on assignment, this PPA will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.2 Cooperation with Financing. Buyer acknowledges that Seller will be financing the construction of the System and Buyer agrees that it shall reasonably cooperate with Seller and its Financing Parties in connection with such financing for the System, including (a) the furnishing of public information; (b) the giving of certificates; (c) providing of an officer's certificate of Buyer or its affiliate that this PPA was duly authorized, executed and delivered by Buyer, (d) the obtaining of any lien waivers, the execution of commercial law forms and such other documents, all as reasonably requested by Seller or any Financing Party to secure such Financing Party's collateral position in the System or in Seller's rights under this PPA; *provided, however*, that the foregoing undertaking shall not obligate Buyer to change any rights of benefits, or increase any burdens, liabilities or obligations of Buyer, under this PPA to the Financing Parties except as specifically provided herein.

ARTICLE 16. FINANCING PARTY ACCOMMODATIONS

16.1 Buyer Acknowledgment. Buyer acknowledges that Seller shall have the right to finance the System with financing accommodations from a Financing Party and that Seller's obligations will be secured by, among other collateral, a pledge or collateral assignment of this PPA and a first security interest in the System. In order to facilitate such necessary financing, Buyer agrees as set forth below.

16.2 Financing Party's Rights Following an Event of Default. Notwithstanding any contrary term or provision of this PPA:

(a) The Financing Party, as assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this PPA in accordance with the terms of this PPA, provided that such Financing Party also satisfies the obligations of Seller hereunder. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this PPA and the System, provided that no such exercise shall interfere with the provision of Energy from the System to the Buyer.

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this PPA and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default or Seller Event of Default in the time and manner provided by the terms of this PPA. Nothing herein requires the Financing Party to cure any Seller

Event of Default (unless the Financing Party has succeeded to Seller's interests) to perform any act, duty or obligation of Seller, but Buyer hereby gives the Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to the Financing Party, Buyer's consent shall not be required, however, the Financing Party will give notice to Buyer of the transferee or assignee of this PPA; *provided, further*, that any sale, transfer or other disposition of the System by the Financing Party, whether by judicial proceeding or otherwise, shall be made solely to a Qualified Assignee. Any such exercise of remedies shall not constitute an Event of Default.

(d) Upon any rejection or other termination of this PPA pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within sixty (60) days of such termination or rejection, Buyer will enter into a new PPA with Financing Party or its Qualified Assignee, on the same terms and conditions as hereunder.

(e) In the event that a Financing Party becomes the owner of the System as a result of the exercise of remedies under subsections (c) or (d) above, whether as a result of the exercise of its remedies as a secured party or in connection with the bankruptcy of Seller, the Financing Party shall agree not to disturb the Buyer's rights to purchase Energy under this PPA, pursuant to the terms and conditions hereof, and further agrees to sell its right in the System or the PPA to a Qualified Assignee purchaser only if such purchaser agrees to continue to provide Buyer with Energy under this PPA in accordance with the terms and conditions thereof.

16.3 Financing Party's Right to Cure.

(a) Upon receipt from Financing Party of its invocation of the rights provided for in this Section 16.3 and the name and address of the Financing Party entitled to notice, Buyer will not exercise any right to terminate this PPA unless Buyer has given the Financing Party prior written notice at the address provided to Buyer in writing of any event giving rise to Buyer's right to terminate this PPA. Buyer's notice of an intent to terminate this PPA must specify the condition giving rise to such right. Notwithstanding any contrary term or provision in this PPA, Financing Party shall have forty-five (45) days beyond the cure period provided to Seller pursuant to this PPA to cure the condition. Buyer's and Seller's obligations under this PPA will otherwise remain in effect and required to be fully performed during any cure period.

(b) If the Financing Party or its Qualified Assignee (including any purchaser which meets the definition of a Qualified Assignee) has commenced and is diligently pursuing judicial proceedings to acquire title to or control of the System, or has acquired title to or taken control of the System, and in either event cures all existing Seller Events of Default that are capable of being cured by Financing Party or its Qualified Assignee subject to and within the time allowed by Section 16.3(a) and assumes in writing the obligations of Seller hereunder, then this PPA will continue in full force and effect.

16.4 Notice of Defaults and Events of Default. Upon and at any relevant time after receipt of the notice provided for in Section 16.3(a), Buyer agrees to deliver to the Financing Party

a copy of any notice of a Seller's default simultaneously with the delivery of such notice by Buyer to Seller.

ARTICLE 17. PURCHASE OPTION; END OF TERM AND END OF TERM OPTIONS

17.1 Grant of Purchase Option. Seller hereby grants to Buyer the right and option to purchase all of the Seller's right, title, and interest in and to the System on the terms set forth herein ("**Purchase Option**"). Buyer may exercise the Purchase Option on the seventh (7th) anniversary of the Commercial Operation Date and on each successive third (3rd) anniversary thereafter during the remainder of the Term, or simultaneously with the termination of this PPA pursuant to Section 8.2 (collectively, the "**Purchase Option Dates**"), provided that no Buyer Event of Default, or any event which with the passage of time will become a Buyer Event of Default, has then occurred and is ongoing.

17.2 Determination of Purchase Price. Buyer may, at any time within thirty (30) days following each Purchase Option Date, request a determination of the purchase price under the Purchase Option (the "**Purchase Price**"). The Parties shall attempt to determine the Purchase Price by mutual agreement. If the Parties have not agreed on the Purchase Price within thirty (30) days after Buyer's request for a Purchase Price determination, then the Purchase Price shall be the fair market value of the System, as determined by an independent appraiser retained by the Parties (the "**Independent Appraiser**"), provided that the Purchase Price shall in no event be less than the Termination Payment that would be due from Buyer to Seller if the PPA was terminated due to Buyer Event of Default at the Purchase Option Date. The Independent Appraiser shall be an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience, and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System, and who specifically has prior experience valuing solar energy generating facilities. The Independent Appraiser shall be reasonably acceptable to Seller. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three (3) years before his or her appointment have been) a director, officer, or an employee of, or directly or indirectly retained as consultant or adviser to, either of the Parties or their respective affiliates. The fair market value assessment of the System shall consider, among other things, the income and savings associated with the System for the remaining portion of the Term, and the System's past and projected performance. The Independent Appraiser shall make a determination of the Purchase Price within thirty (30) days of appointment (the "**Price Determination**"). Upon making the Price Determination, the Independent Appraiser shall provide a written notice thereof to both Seller and Buyer, along with all supporting documentation detailing the method of calculation of the Purchase Price. Except in the event of fraud or manifest error, the Price Determination shall be a final and binding determination of the fair market value. If Buyer wishes to exercise the Purchase Option following the Price Determination, it shall deliver an exercise notice to Seller within thirty (30) days of receipt of the Price Determination (the "**Exercise Period**"). Any such exercise notice shall be irrevocable once delivered. If Buyer does not exercise the Purchase Option during the Exercise Period, then the Price Determination shall be null and void, and Buyer may not request a new determination of the Purchase Price until the next Purchase Option Date. Each Price Determination by an Independent Appraiser shall be at Buyer's expense, provided that in the event Buyer exercises the Purchase Option, the applicable Price Determination shall be at Seller's expense.

17.3 End of Term. Upon the expiration of this PPA, the Buyer may choose, in its sole discretion, one of the following options by providing written notice to Seller at least sixty (60) days prior to the end of the Term:

(a) **Extension of Term.** Provided no Event of Default by the Buyer has occurred and is continuing under this PPA, unless such Event of Default has been waived in writing by Seller, the Buyer may extend the Term for the System; or

(b) **Purchase of the System.** Provided no Event of Default by the Buyer has occurred and is continuing under this PPA, unless such Event of Default has been waived in writing by Seller, Buyer may purchase the System at a purchase price which is the then applicable fair market value of the System as determined by an independent third-party appraiser as mutually agreed by the Parties. If the Buyer exercises its option to purchase the System in a timely manner, the closing of such purchase, including the transfer of any relevant agreements and warranties, shall take place no later than one-hundred and twenty (120) days after the Buyer's exercise of its right to purchase the System at a time and place agreed upon by the Parties; or

(c) **Removal of the System.** The Buyer may require Seller, at Seller's sole cost and expense, to remove all tangible property comprising the System and, except as otherwise specified herein, return the portion of the Property on which the System was installed to its original condition, subject to ordinary wear and tear. Notwithstanding the foregoing, Seller may leave in place existing flashing on roof penetrations, provided Seller patches the roof at the Property as necessary or appropriate in the reasonable discretion of Seller and in accordance with any then existing roof warranty. Seller shall begin such removal on a mutually convenient date and make commercially reasonable efforts to complete such removal within ninety (90) days of expiration of the Term. Seller shall remove all System and support structures, leave in place existing flashing on roof penetrations and/or patch the roof at the Property as necessary or appropriate in the reasonable discretion of Seller and in accordance with any then existing roof warranty.

17.4 Failure to Elect. If, upon the expiration of the Term, Buyer fails to make an election pursuant to Section 17.3, the Term for the System will be extended automatically for one (1) year and may be further extended by mutual agreement for one (1) year terms (each, a "Renewal Term") unless earlier terminated in writing. Unless otherwise agreed to in writing by the Parties, during the Renewal Term of the System, the terms and conditions of this PPA shall remain in effect as to the System.

17.5 Payment for Service Rendered Prior to Termination. Upon any expiration or termination of the PPA, the Buyer will pay all fees owed to Seller for Energy delivered prior to the expiration or termination of the PPA within thirty (30) days following such expiration or termination, or within the applicable payment period, whichever is shorter.

ARTICLE 18. MISCELLANEOUS

18.1 Governing Law. This PPA will be governed by the Laws of the State of Connecticut, without giving effect to principles of conflicts of laws.

18.2 Entire Agreement; Amendments. This PPA (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Without limiting the generality of the foregoing, the Parties acknowledge and agree that, as of the Effective Date of the PPA, (a) any and all prior agreements between the Parties relating to the subject matter of the PPA (collectively, the "*Prior Agreements*") are superseded in their entirety by the PPA, (b) the Prior Agreements are of no further force or effect and no longer the legal obligation of either Party, (c) no Party had, nor now has, any claim against, or liability or obligation to, the other Party under the Prior Agreements, and (d) no asset or property of either Party was, or now is, bound by, or subject to, any encumbrance, lien or other restriction by reason of the Prior Agreements. Except as otherwise expressly provided in this PPA, any amendment, modification or change to this PPA will be void unless in writing and executed by both Parties.

18.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either Party of a breach of any term or provision contained herein shall be effective unless signed and in writing and signed by the waiving Party. No consent by either Party to, or waiver of a breach by either Party, whether express or implied, shall be construed to operate as or constitute a consent to waiver of, or excuse of any other or subsequent or succeeding breach by either Party.

18.4 Severability. If any part, term, or provision of this PPA, is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal enforceable, and valid provision that is as similarly in tenor to the stricken provision, within the limits of applicable Law, and the remainder of this PPA will remain in full force.

18.5 No Third-Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

18.6 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder unless such obligations were assumed in writing by the Person against whom recourse is sought.

18.7 Relationship of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose unless expressly stated otherwise herein.

18.8 Attorneys' Fees; Costs. In the event of any action, claim, suit, proceeding, or arbitration between the Parties relating to this PPA or the subject matter hereof the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of such action

claim, suit, proceeding, or arbitration in addition to any other relief granted or awarded. Each Party will bear its own costs and expenses relating to negotiating this PPA and any additional documents relating hereto or thereto.

18.9 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or other electronic transmissions (such as an email .pdf file) is binding upon the other Party as an original.

18.10 Further Assurances. The Parties shall at their own cost and expense do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

18.11 General Interpretation. The terms of this PPA have been negotiated by the Parties hereto and the language used in this PPA shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This PPA shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the PPA. No rule of strict construction will be applied against any person.

18.12 Forward Contract. The Parties acknowledge and agree that this PPA and the transactions consummated under this PPA constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

18.13 Dispute Resolution.

(a) In the event that any question, dispute, difference or claim arises out or in connection with this PPA, including any question regarding its existence, validity, performance or termination (a "Dispute"), then senior management personnel from both Seller and Buyer shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 18.13(b) shall apply.

(b) In the event the Parties are unable to resolve a Dispute pursuant to the provisions of Sections 18.13(a), the Parties agree that any State or Federal court located in Hartford County, Connecticut shall have exclusive jurisdiction and venue to hear all disputes arising out of or relating to this PPA. Further, notwithstanding anything in this PPA to the contrary, in the event a Party fails to perform as agreed upon hereunder, the non-breaching Party has the right to seek such injunctive relief and other equitable relief from that any State or Federal court located in Hartford County, Connecticut.

18.14 Rescission Period. Either Party may rescind this PPA, without penalty, by written notice delivered to and received by the other Party not later than three (3) Business Days after the Effective Date (the "*Rescission Period*")

18.15 Non-Appropriation. Buyer's funding is provided annually by the appropriation of funds through the Buyer's City Council. Buyer shall use best efforts to obtain sufficient funding for each fiscal year during the term hereof to meet its payment obligations to Seller pursuant to this PPA, including, without limitation, to request funding in each of its annual budget requests. If, however, despite those efforts, sufficient funds are not appropriated, Buyer may elect to terminate this PPA and shall promptly deliver notice to Seller as soon as practicable that sufficient funds were not appropriated. Buyer's notice shall state that the decision to terminate this PPA is due to non-appropriation of funds and shall specify an effective date of termination. To the extent permitted by law, and not to exceed the limitations of C.G.S. § 7-348 (as applicable), upon Buyer's decision to terminate this PPA, Buyer shall make a Termination Payment to Seller prior to the effective date of such termination. Seller may cease the provision of Energy following the effective date of termination and thereafter remove the System from the Property, or otherwise remain and continue its operations.

18.16 Non-substitution. In the event of a termination of this PPA due to non-appropriation of funds through the Buyer's City Council, the Buyer agrees, to the extent permitted by state law, not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any of the same and unique services performed by Seller under the terms of this PPA for a period of time equal to the remainder of the Term of this PPA, to be calculated as if the PPA had not been terminated, from the date of such non-appropriation of funds.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Seller and Buyer have signed this PPA through their duly authorized representatives effective as of the date first set forth above.

BRIDGEPORT BOARD OF EDUCATION

By: [_____]

By: _____

Name:

Title:

CEFIA SOLAR SERVICES, INC. By: Bryan T. Garcia

By: _____

Name:

Title:

City of Bridgeport

By: _____

Name:

Title:

EXHIBIT A

PROPERTY

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, and being more particularly shown and designated as "LOT C" entitled "Subdivision Central High School Property Located at 1 Lincoln Boulevard" which map is on file in the Office of the Bridgeport Town Clerk as Map Volume 55 at Page 40A-40D.

OLDER LEGAL - a certain piece of land with the buildings thereon standing, being situated in said Bridgeport, and bounded and described as follows, to wit: BEGINNING at the southwesterly corner of Lot #3, as shown on a map of property of James E. Beach, made by Scofield & Ford dated September 5th, 1916, and filed October 16th, 1916, in the office of the Town Clerk of said Bridgeport; thence running NORTHERLY or northwesterly by a line strictly parallel with Park Avenue Three Hundred Five and 62/100 (305.62) feet to an iron pin on the line of a former court wall; thence running EASTERLY or northeasterly along the line of said stone wall about Seventyfive (75) feet to land of the City of Bridgeport; thence running SOUTHERLY or southeasterly along land of said City of Bridgeport and along said Lot #3, on map of land of James E. Beach about Three Hundred Five (305) feet to the southerly line of said Lot #3; thence running WESTERLY or southwesterly along said southerly line of Lot #3 Thirty-six (36) feet more or less, to the point of beginning, being bounded: EAST on land of James A. Turner and George T. Orsiatt about Seventy-five (75) feet; NORTH on land of the City of Bridgeport about Three Hundred Five (305) feet; SOUTH on Lot #5 on said map of James E. Beach property Thirty-six (36) feet more or less; WEST on Lot #2 on said map of James E. Beach in part, and in part on land of James A. Turner and George T. Orsiatt, in all Three Hundred Five and 62/100 (305.62) feet. Northerly: on land of the City of Bridgeport, thence as Beechwood Park, 266 feet, more or less. Easterly: on said Beechwood Park, 101.5 feet; Northerly: again on said Beechwood Park, 125 feet; Easterly: again on said Beechwood Park, 40 feet; Southerly: on said Beechwood Park, 100 feet; Easterly: again on said Beechwood Park, 109 feet; Southerly: again on land formerly of August Harper in part, and in part on land of Henry Fiehler, 67 feet, more or less; Easterly: again on said land of Henry Fiehler, 239 feet; Southerly: again on North Avenue, 25 feet; Westerly: on land formerly of Catharine A. Dalton, 91 feet, more or less; Southerly: again on land formerly of Catharine A. Dalton in part, and in part on land formerly of William and Catherine Morris, 90 feet, more or less; Page 3 of 4 Westerly: again on said Beechwood Park, 298 feet, more or less.

EXHIBIT B

PERMITTED ENCUMBRANCES

Any And All Provisions of Any Ordinance, Municipal Regulation, Or Public or Private Law.

Any State of Facts Which an Accurate Survey Would Disclose.

Reference Is Hereby Made To The Following Contract Drawings: A. "Expansion And Renovation As Central High School; 1 Lincoln Boulevard, Bridgeport, Connecticut, 06606" By Silver / Petruccelli + Associates; Volume 1 Of 7. State Project Number: 015-0174 Ea, Phase 1 Of 2. Plans Dated September 13, 2013: Ifc-12.1-14. B. Digital Cad File As Received From Architect.

The Location Of Underground Utilities Depicted Hereon Are Based On Field Locations Of Visible Utilities, Utility Plant Markings And Information Provided By Others; Their True Location May Vary From Those Indicated And All Underground Utilities May Not Be Shown. If Applicable, Utilize The "Call Before You Dig" Number 1-800-922-4455 To Verify The Location Of Underground Utilities.

Variance from the City of Bridgeport dated June 10, 2014 and recorded September 18, 2014 in Volume 9111 at Page 191 of the Bridgeport Land Records.

Memorandum of Agreement between the City of Bridgeport to T-Mobile Northeast, LLC dated June 1, 2018 and recorded February 13, 2019 in Volume 9967 at Page 99 of the Bridgeport Land Records.

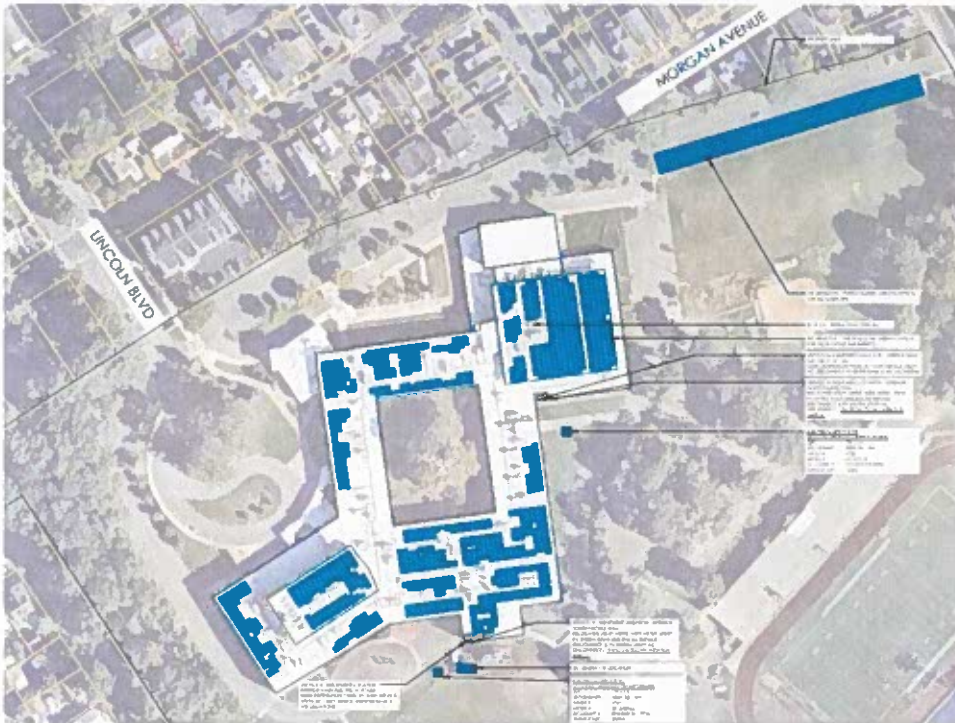
Memorandum of Agreement between the City of Bridgeport and T-Mobile Northeast, LLC dated June 1, 2018 and recorded in Volume 9843 at Page 4 of the Bridgeport Land Records.

Property is also known as Kennedy Stadium at Central Bridgeport High School.

EXHIBIT C

PROJECT SITE

The Project Site shall be that portion of the Property on, under and over which the System shall be installed, being that approximate 189,000 square foot footprint shown in the figure below, or the following page, in addition to all portions of the Property where trenching, conduit, Interconnection Equipment and metering equipment are required so as to connect the System to the Delivery Point.



EARTHRIGHT SOLAR & ENERGY SOLUTIONS	
131 WEST BROAD AURORA, CO 80012 303.651.4100	
CENTRAL HIGH SCHOOL DISTRICT	
13100 N. 11TH AVE DENVER, CO 80231	
PROJECT NO: 13100N11TH	
DATE: 08/14/13	
DRAWN BY: J. HARRIS	
CHECKED BY: J. HARRIS	
APPROVED BY: J. HARRIS	
SCALE: AS SHOWN	
SHEET NO: 1 OF 1	
JOB NO: 13100N11TH	
CLIENT: CENTRAL HIGH SCHOOL DISTRICT	
PROJECT: SOLAR INSTALLATION	
SITE: 13100 N. 11TH AVE, DENVER, CO	
OWNER: CENTRAL HIGH SCHOOL DISTRICT	
DESIGNER: EARTHRIGHT SOLAR & ENERGY SOLUTIONS	
DATE: 08/14/13	
JOB NO: 13100N11TH	
SHEET NO: 1 OF 1	

EXHIBIT E

SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

1. **Definitions.** The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

(a) ***"Affiliate"*** means with respect to any entity, such entity's general partner or manager, employee, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such entity. For purposes of this definition, "control" (including, with its correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any such person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

(b) ***"Bankrupt"*** means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) is unable to pay its debts generally as they come due or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(c) ***"Beneficiary Designation"*** shall have the meaning ascribed to it in Section 3.2.

(d) ***"Business Day"*** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

(e) ***"Buyer"*** shall have the meaning ascribed to it in the Preamble.

(f) ***"Buyer Event of Default"*** has the meaning ascribed thereto in Section 8.3.

(g) ***"Buyer's Servicing Utility"*** means the utility from which the Buyer receives its electrical service, specifically The United Illuminating Company or its successor.

(h) “**CAMD**” means the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a program involving transferability of specific Environmental Attributes.

(i) “**Capacity Attributes**” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the System, intended to value any aspect of the capacity of the System to produce Energy or ancillary services, which may be counted toward any measure, regulation, requirement, or program of Buyer’s Servicing Utility, Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity.

(j) “**Claiming Party**” shall have the meaning ascribed to it in Section 7.3.

(k) “**Commercial Operation**” will begin on the day in which the entire System is mechanically complete, capable of providing electricity to the Delivery Point at its nameplate capacity and Seller is in receipt of all required approvals, signoffs and permits from any and all Governmental Entities and the Buyer’s Servicing Utility for the production and sale of Energy (including the resale of Energy to Buyer’s Servicing Utility).

(l) “**Commercial Operation Date**” means the date that the System achieves Commercial Operation to Seller’s satisfaction, intended to be the same date as the “In-Service Date” as defined in the Tariff Agreement, if applicable.

(m) “**Defaulting Party**” shall have the meaning ascribed to it in Section 8.1.

(n) “**Delivery Point**” means the interconnection points on the Property designated by the Buyer’s Servicing Utility.

(o) “**Effective Date**” shall have the meaning ascribed to it in the Preamble to this PPA.

(p) “**Emergency Repairs**” means any maintenance or repair necessary to address or prevent an unplanned interruption or reduction of Energy transmitted through the Interconnection Equipment from the System.

(q) “**Energy**” means electric energy (alternating current, expressed in kilowatt-hours) generated by the System. Energy does not include any attendant Environmental Attributes.

(r) “**Energy Payment Rate**” shall have the meaning ascribed to it in Section 3.4.

(s) “**Environmental Attributes**” means each of the following that is in effect as of the Effective Date: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Property is located or in other jurisdictions (collectively, “**Allowances**”) attributable to the ownership or operation of the System or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy during the Term, including any credits to be

evidenced by renewable energy certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise.

(t) “*Environmental Conditions*” shall have the meaning ascribed to it in Section 11.1.

(u) “*Environmental Law*” shall have the meaning ascribed to it in Section 11.1.

(v) “*Event of Default*” shall have the meaning ascribed to it in Section 8.1.

(w) “*Exercise Period*” shall have the meaning ascribed to it in Section 17.2.

(x) “*Financing Party*” or “*Financing Parties*” shall mean any and all Persons or successors or assignees thereof lending money or extending credit to Seller or an Affiliate of Seller, or investing equity (including tax equity) in Seller or an Affiliate of Seller: (i) for the construction, term or permanent financing of the System; (ii) for working capital or other ordinary business requirement of the System (including but not limited to the maintenance, repair, replacement or improvement of the System); (iii) for any development financing, bridge financing, credit enhancement, credit support or interest rate protection in connection with the System; (iv) for the Seller’s operation of the System; or (v) for the purchase of the System and related rights and obligations of Seller.

(y) “*Force Majeure*” means any event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) is not within the reasonable control, or is not the result of the negligence or willful misconduct, of the Claiming Party, and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided and shall be deemed to include, but not be limited to, acts of God, acts of civil or military authorities, acts of war or public enemy, insurrections, riots, strikes or other labor disturbances, fires, explosions, floods, interruption of transportation, embargoes, or other causes of a similar nature. Force Majeure will not be based on Buyer’s inability economically to use, or sell under the Tariff Documents, the Energy and Environmental Attributes purchased hereunder from Seller.

(z) “*Governmental Approvals*” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are required to be obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the System, the production and delivery of Energy, and Environmental Attributes, or any other transactions or matter contemplated by this PPA (including those pertaining to electrical, Property, zoning, environmental and occupational safety and health requirements).

(aa) “**Governmental Charges**” means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, license fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity, on or with respect to the Energy or this PPA.

(bb) “**Governmental Entity**” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, program administrator or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any Person, owned, operated, managed or otherwise controlled thereby.

(cc) “**Hazardous Material**” shall have the meaning ascribed to it in Section 11.1.

(dd) “**Independent Appraiser**” shall have the meaning ascribed to it in Section 17.2.

(ee) “**Indemnified Parties**” shall have the meaning ascribed to it in Section 11.1.

(ff) “**Indemnitor**” shall have the meaning ascribed to it in Section 11.1.

(gg) “**Insolation**” shall have the meaning ascribed to it in Section 3.9.

(hh) “**Interconnection Agreement**” means the agreement for interconnection of the System with the distribution system of Buyer’s Servicing Utility.

(ii) “**Interconnection Equipment**” means that portion of the System, including mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, as required or appropriate to effect the interconnection of the System to the Property or to Buyer’s Servicing Utility.

(jj) “**ITC Credit**” means the applicable credit under Section 48 or Section 48E of the Internal Revenue Code of 1986, as each may be amended, supplemented, extended or replaced from time to time, and including all successor enactments or legislation relating thereto.

(kk) “**Late Payment Interest Rate**” means, for any date, the lesser of (i) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or, if not published on such day, on the most recent preceding day on which published), plus two percent (2%), and (ii) the maximum rate permitted by applicable Law.

(ll) “**Law**” means any national, regional, state or local law, statute, rule, regulation, code, ordinance, administrative ruling, judgment, decree, order or directive of any jurisdiction applicable to this PPA or the transaction contemplated hereby.

(mm) “**License**” shall have the meaning ascribed to it in Section 5.1(b).

(nn) “**License Term**” shall have the meaning ascribed to it in Section 5.1(b).

- (oo) **“Meter”** shall have the meaning ascribed to it in Section 6.5.
- (pp) **“Metering Device”** means any and all meters at or immediately before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy and delivered to the Delivery Point.
- (qq) **“Non-Defaulting Party”** shall have the meaning ascribed to it in Section 8.1(a).
- (rr) **“Parties”** shall mean Buyer and Seller, collectively or individually, as the context may require.
- (ss) **“Permitted Encumbrances”** means certain encumbrances set forth in Exhibit B.
- (tt) **“Permitted Transfer”** shall have the meaning ascribed to it in Section 15.1(b).
- (uu) **“Person”** means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company, or any other entity of whatever nature.
- (vv) **“PPA”** means this Power Purchase Agreement.
- (ww) **“Price Determination”** shall have the meaning ascribed to it in Section 17.2.
- (xx) **“Project Site”** means the particular location on the Property of the System.
- (yy) **“Property”** shall have the meaning ascribed to it in the Recitals.
- (zz) **“Property Owner”** shall have the meaning ascribed to it in the Recitals.
- (aaa) **“Property Taxes”** shall have the meaning ascribed to it in Section 3.8.
- (bbb) **“Prudent Utility Practices”** means those practices, methods, and acts, that are commonly used by a significant portion of the solar powered electric generation industry in the United States using prudent engineering and operations to design and operate solar powered generating facilities and related electric equipment lawfully and with safety, dependability, efficiency, and economy, including all applicable requirements of Law. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible standards, practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers’ warranties and the requirements of governmental authorities of competent jurisdiction and the requirements of this PPA.
- (ccc) **“Prior Agreements”** shall have the meaning ascribed to it in Section 18.2.
- (ddd) **“Purchase Price”** shall have the meaning ascribed to it in Section 17.2.
- (eee) **“Purchase Option”** shall have the meaning ascribed to it in Section 17.1.
- (fff) **“Purchase Option Dates”** shall have the meaning ascribed to it in Section 17.1.

(ggg) "**Qualified Assignee**" means as it pertains to any assignment of this PPA by Seller, any entity that has competence and experience in the operation and maintenance of solar photovoltaic systems similar in size and type as the System and is financially capable of performing Seller's obligations under this PPA, all as reasonably demonstrated by Seller to Buyer, and agrees in writing to assume Seller's duties and obligations under the PPA.

(hhh) "**Rescission Period**" shall have the meaning ascribed to it in Section 18.14.

(iii) "**Representatives**" means, in respect of a Person, the officers, directors, employees, agents, advisors, contractors, or other representatives of such Person.

(jjj) "**Seller**" shall have the meaning ascribed to it in Preamble.

(kkk) "**Seller Event of Default**" has the meaning ascribed thereto in Section 8.2.

(lll) "**Seller Termination Default**" has the meaning ascribed thereto in Section 8.2.

(mmm) "**Seller's Losses**" shall mean the value of financial losses associated with Energy and Environmental Attributes that the System is prevented from generating or delivering to, or that is not accepted at, the Delivery Point to the extent not caused by Seller or Force Majeure, as reasonably calculated by Seller with appropriate supporting documentation, during the applicable portion of the Term, equal to the sum of: (1) the value of Energy, and Environmental Attributes based on the Energy Payment Rate, Tariff Rate, and Seller's Tariff Allocation, as may be applicable, determined on the basis of the seasonality and historical performance of the System during the applicable time period during the calendar year immediately prior (if such data is available, and if it is not then on the expected System output), (2) the value of any lost or recaptured Tax Benefits; and (3) Seller's actual costs of connecting or disconnecting the System to or from the Property.

(nnn) "**Site Electrical System**" means Buyer's existing electrical system for the supply and distribution of electricity to the Property, which system is interconnected with Buyer's Servicing Utility.

(ooo) "**SUT**" shall have the meaning ascribed to it in Section 3.7.

(ppp) "**System**" means the solar electric generating facility that produces the Energy sold and purchased under this PPA as more particularly defined in Exhibit C hereto, including the Interconnection Equipment.

(qqq) "**System Assets**" means each and all of the assets of which the System is comprised, including Seller's solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Property, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

(rrr) “**System Loss**” means loss, theft, damage or destruction of the System or System Assets, or any other occurrence or event that prevents or limits the System from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or other Force Majeure).

(sss) “**Tariff Agreement**” shall mean a tariff agreement associated with the System which may be entered into, pursuant to the Tariff Program, by the Buyer and Buyer’s Servicing Utility.

(ttt) “**Tariff Documents**” shall have the meaning ascribed thereto in the Recitals.

(uuu) “**Tariff Program**” shall have the meaning ascribed thereto in the Recitals.

(vvv) “**Tariff Rate**” shall mean the per kilowatt hour rate, inclusive of any adders, for Environmental Attributes and, if applicable, Energy sold to Buyer’s Servicing Utility and set forth in the Tariff Documents. In the event that the System utilizes the “Buy-All Tariff” or “Buy-All Incentive” (as defined in the Tariff Documents), the Tariff Rate shall be inclusive of Energy and Environmental Attributes. In the event that the System utilizes the “Netting Tariff” or “Netting Incentive” (as defined in the Tariff Documents), the Tariff Rate shall be solely with respect to Environmental Attributes.

(www) “**Tax Benefits**” means any tax benefit attributable to the System Assets or Energy including but not limited to (i) ITC Credit, (ii) accelerated depreciation attributable to the System Assets, and (ii) any other tax credit or tax write-offs allowed under applicable Law attributable to the System Assets or Energy, as each may be amended, supplemented, extended or replaced from time to time, and including all successor enactments or legislation relating thereto, irrespective of whether such Tax Benefits accrue for the benefit of Seller, any Affiliate, or any investor of Seller or any Affiliate of such investor.

(xxx) “**Term**” shall have the meaning ascribed thereto in Section 2.1.

(yyy) “**Termination Date**” means the date on which this PPA is terminated by Party a prior to the end of the Term.

(zzz) “**Termination Payment**” means an amount equal to the sum of the present values calculated at the per annum rate of interest equal to five percent (5%) of Seller’s Losses for each year (or part thereof) remaining between the Termination Date and the end of the Term.

(aaaa) “**Third Party Monitor**” means an unaffiliated third party, selected in each case by Seller and reasonably approved by Buyer that provides, installs, operates or maintains the installation, operation, or maintenance of the Metering Device.

(bbbb) “**Transaction**” means any transaction between the Parties under the terms of this PPA.

2. **Rules of Interpretation.** In this PPA, unless expressly provided otherwise:

(a) the words “herein,” “hereunder” and “hereof” refer to the provisions of this PPA and a reference to a recital, Article, Section, subsection or paragraph of this PPA or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this PPA or other agreement in which it is used unless otherwise stated;

(b) references to this PPA, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

(c) reference to any Article, Section, or Exhibits means such Article of this PPA, Section of this PPA, or such Exhibit to this PPA, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(d) a reference to this PPA, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this PPA or such other agreement, instrument or provision, as the case may be;

(e) a reference to a statute or other Law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, Law or provision;

(f) the singular includes the plural and vice versa;

(g) a reference to a Person includes a reference to the Person’s executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;

(h) words of any gender shall include the corresponding words of the other gender;

(i) “including” means “including, but not limited to,” and other forms of the verb “to include” are to be interpreted similarly;

(j) references to “or” shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, “or” shall be interpreted to mean “and/or” rather than “either/or”);

(k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;

(m) if the time for performing an obligation under this PPA expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;

(n) a reference to (i) a day is a reference to a calendar day, (ii) a month is a reference to a calendar month, and (iii) a year is a reference to a calendar year;

(o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;

(p) references to any date in this PPA shall be deemed to mean such date as adjusted from time to time as permitted hereunder due to Force Majeure unless expressly stated otherwise; and

(q) if any index used in this PPA at any time becomes unavailable, whether as a result of such index no longer being published or the material alteration of the basis for calculating such index, then Seller and Buyer shall agree upon a substitute index that most closely approximates the unavailable index as in effect prior to such unavailability. If the base date of any such index is at any time reset, then the change to the index resulting therefrom shall be adjusted accordingly for purposes of this PPA.

EXHIBIT F
ENERGY PAYMENT RATE SCHEDULE

	Amount
Buyer's Tariff Allocation of the Tariff Rate in event of 30% ITC Credit	21.12%
Value of Buyer's Tariff Allocation in event of 30% ITC Credit	\$0.06
Seller's Tariff Allocation of the Tariff Rate in event of 30% ITC Credit	78.88%
Energy Payment Rate in event of 30% ITC Credit	\$0.22409

PROJECT DETAILS	
SYSTEM SIZE (KW)	1.28 MW
SYSTEM SIZE (AC KW)	760 kW
NUMBER OF PV PANELS	3
ROOF AREA (SQ FT)	128,000
ROOF TYPE	ASPH/FLT
INVERTER TYPE	String Inverters
INVERTER RATIO	1:1
WARRANTY	25 Years
PERMITS	State, Local, Utility
START DATE	08/2018
COMPLETION DATE	10/2018
STATUS	Completed
PROJECT #	10000
CLIENT #	10000
SALES #	10000
INSTALLER	10000
DESIGNER	10000
DATE	10/2018
SCALE	1" = 100'
DRAWN BY	JM
CHECKED BY	JM
DATE	10/2018

SITE PLAN	
DATE	10/2018
SCALE	1" = 100'
DRAWN BY	JM
CHECKED BY	JM
DATE	10/2018



SITE PLAN
 SCALE: 1" = 100'

POWER PURCHASE AND LICENSE AGREEMENT

THIS POWER PURCHASE AND LICENSE AGREEMENT (this "*PPA*") is made and entered into as of _____, 2026 (the "*Effective Date*"), by and among CEFLA Solar Services, Inc., a Connecticut limited liability company with offices at 75 Charter Oak Avenue, Suite 1-103, Hartford, CT 06106 ("*Seller*"), the City of Bridgeport, with offices at 45 Lyon Terrace, Bridgeport, CT 06604 ("*Property Owner*"), and The Bridgeport Board of Education, with offices at 45 Lyon Terrace, Bridgeport, CT 06604 (the "*Utility Customer*" together with Property Owner being the "*Buyer*") Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Property Owner is the fee simple owner of all that certain real property known as Curiale School, 300 Laurel Ave, Bridgeport, CT 06606, as more particularly described on Exhibit A attached hereto (the "*Property*"), subject only to the Permitted Encumbrances described in Exhibit B. Utility Customer has the right to occupy and conduct its business at the Property and has an electric utility account associated with the Property;

WHEREAS, Buyer wishes to participate in the Connecticut Non-Residential Renewable Energy Tariff Program or Residential Renewable Energy Tariff Program created pursuant to Conn. Gen. Stat. § 16-244z and administered by the Buyer's Servicing Utility, as such program may be amended, restated, supplemented or otherwise modified (the "*Tariff Program*");

WHEREAS, Pursuant to the Tariff Program, Buyer was awarded or is eligible to receive a tariff from the Buyer's Servicing Utility as more particularly described in the Tariff Agreement (if applicable), Tariff Program rules, Tariff Program manual, and the Tariff Program rider (collectively, the "*Tariff Documents*");

WHEREAS, Seller agrees to finance, own and operate a solar energy facility on a portion of the Property, as more particularly described on Exhibit C attached hereto (the "*Project Site*"), the solar facility will be a roof mount with a projected nameplate capacity of 221.9 kw DC and which is estimated to generate 257,448 kWh in its first year in service, as may be modified pursuant to the terms hereof (the "*System*"). Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy generated by the System during the Term and otherwise in accordance with the terms of this PPA; and

WHEREAS, Seller desires to obtain, and Buyer desires to provide, an exclusive license for Seller's access to and use of the Property at reasonable times and upon reasonable notice for the purposes of designing, constructing, installing, inspecting, testing, owning, operating, monitoring, maintaining, repairing, removing and selling of electricity from the System.

AGREEMENT

In consideration of the foregoing recitals, the mutual agreements, representations, warranties and covenants set forth in this PPA and the Schedules and Exhibits hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

**ARTICLE 1.
DEFINED TERMS; RULES OF INTERPRETATION**

1.1 Defined Terms. Capitalized terms used in this PPA shall have the meanings ascribed to them in the Schedule of Definitions and Rules of Interpretation attached hereto as Exhibit E and made a part of this PPA by this reference, or elsewhere in this PPA.

1.2 Rules of Interpretation. The rules of interpretation in the Schedule of Definitions and Rules of Interpretation shall apply to this PPA unless expressly provided otherwise.

**ARTICLE 2.
TERM & CONDITIONS PRECEDENT**

2.1 Term. If not sooner terminated by either Party in accordance with this agreement, the term of this PPA shall commence on the Effective Date and shall be in effect until the later of either (i) the twentieth (20th) anniversary of the Commercial Operation Date (as defined in the Tariff Documents), or (ii) the expiration or termination of the Tariff Documents (the "**Term**").

2.2 Conditions Precedent. The respective rights and obligations of the Parties under this PPA (subject to Section 2.3) are conditioned upon the satisfaction in full (or waiver by the applicable Party), no later than the second anniversary of the date of (i) the Effective Date of this PPA, or (ii) the effective date of the Tariff Agreement, if applicable, of the following (the later date being the "**CP Deadline**", as may be extended):

- (i) Seller shall have received financing sufficient to enable it to purchase, construct, operate and maintain the System as required by this PPA on terms acceptable to the Seller in its sole discretion;
- (ii) Seller shall, at its sole cost and expense, assess the condition and suitability of the Project Site, including applicable physical inspections, geotechnical work, roof structural capacity, Project Site infrastructure, and real estate due diligence, to host the System and for such System to function as proposed by Seller. In connection with this assessment, Buyer will provide Seller with the following types of information where available and applicable: (A) Project Site plans; (B) specifications for existing electrical systems and related equipment at each Project Site that may affect and be directly affected by the System; (C) roof assessments completed by the Buyer; and (D) any documentation necessary to corroborate title to the property;
- (iii) Seller shall have obtained all Governmental Approvals and approvals from Buyer's Servicing Utility, which approvals shall include conditions and terms satisfactory to Seller in its sole discretion;
- (iv) Seller and Buyer shall have entered into an Interconnection Agreement with Buyer's Servicing Utility; and

- (v) Buyer shall have entered into all applicable Tariff Documents and designated Seller as a payment beneficiary thereunder, satisfactory to Seller in its sole discretion;
- (vi) Buyer has delivered to Seller current certificates of insurance evidencing that Buyer has obtained the insurance required under Section 7.2 of this PPA;
- (vii) Seller has reviewed and accepted any policies and procedures of Buyer which Buyer has shared with Seller and identified to Seller how such policy or procedures will impact or affect the transaction contemplated by this PPA, the construction or operation of the System, or work at the Project Site (the "*Buyer Policies*");
- (viii) Buyer has reviewed and accepted all installation construction plans, including lists of equipment and engineering evaluations of the System and the location of PV modules and inverters (the "*System Plans*"), Buyer's acceptance shall not be unreasonably withheld, conditioned or delayed;
- (ix) Seller has delivered to Buyer current certificates of insurance evidencing that Seller has obtained the insurance required under Section 7.2 of this PPA;
- (x) Seller's receipt and execution of a conditional approval for interconnection of the System to the electric distribution system of Buyer's Servicing Utility which agreements are reasonably satisfactory to Buyer;
- (xi) Seller has delivered to Buyer satisfactory evidence that Seller has obtained all Governmental Approvals necessary for Seller to legally begin construction of the System; and
- (xii) Written confirmation satisfactory to Buyer that installation and operation of the System will not (i) void or otherwise limit Buyer's roof warranty, (ii) cause structural damage to Buyer's Building and (iii) require material changes to Buyer's Site Electrical System, Buyer's acceptance not to be unreasonably withheld, conditioned or delayed.

IN THE EVENT THAT THE FOREGOING CONDITIONS SHALL NOT HAVE BEEN MET WITHIN THE TIMEFRAME SET FORTH ABOVE, UNLESS EXTENDED DUE TO DELAYS BEYOND EITHER PARTY'S CONTROL, THEN EITHER PARTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IN ITS ENTIRETY UPON TEN (10) DAYS' WRITTEN NOTICE, NOT GIVEN MORE THAN SEVEN (7) DAYS AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH ABOVE WITHOUT ANY FURTHER FINANCIAL OR OTHER OBLIGATION TO EITHER PARTY AS A RESULT OF SUCH

TERMINATION. NOTWITHSTANDING THE FORGOING, EACH PARTY AGREES THAT ALL CONDITIONS PRECEDENT LISTED ABOVE SHALL BE DEEMED TO HAVE BEEN SATISFIED OR WAIVED BY THE DATE OF THE CONSTRUCTION NOTICE, UNLESS OTHERWISE NOTIFIED IN WRITING BY THE BUYER NO LATER THAN TEN (10) DAYS AFTER RECEIPT OF SUCH CONSTRUCTION COMMENCEMENT NOTICE, IN WHICH EVENT THE CP DEADLINE WILL BE EXTENDED UNTIL BOTH PARTIES CONFIRM THAT ALL CONDITIONS PRECEDENT HAVE BEEN SATISFIED OR WAIVED.

2.3 Survival. The terms and conditions of this PPA shall survive the termination or expiration of this PPA only (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations and with respect to indemnification; and/or (ii) as otherwise specified herein.

**ARTICLE 3.
TARIFF PROGRAM; PURCHASE AND SALE; DELIVERY; GOVERNMENTAL
CHARGES; INSULATION**

3.1 Tariff Program and Tariff Documents.

(a) Buyer shall work in good faith to assist Seller in submitting any application to Buyer's Servicing Utility under the Tariff Program.

(b) Seller and Buyer hereby agree that during the Term (i) Seller shall receive seventy five and 36/100 percent (75.36%) of all compensation and revenues from the Buyer's Servicing Utility associated with the System and Tariff Documents (the "***Seller's Tariff Allocation***"), and (ii) Buyer shall receive the remaining twenty four and 64/100 percent (24.64%) of compensation and revenues from the Buyer's Servicing Utility associated with the System and Tariff Documents (the "***Buyer's Tariff Allocation***"). Buyer's Tariff Allocation shall be in the form of monetary credits applied to the designated Buyer utility account(s) and credited to the Buyer pursuant to the Tariff Documents. Buyer shall designate and maintain Seller, or its designee, as payment beneficiary under the Tariff Documents in the amount of the Seller's Tariff Allocation (the "***Beneficiary Designation***").

(c) Buyer shall maintain the Tariff Documents and perform its obligations thereunder for the applicable terms thereof. In the event that Seller made any performance assurance payment to Buyer's Servicing Utility to secure the Tariff Documents, the Buyer shall direct the Buyer's Servicing Utility to return such performance assurance payment to Seller pursuant to the terms of the Tariff Documents.

(d) Buyer shall (i) not take any action, or omission, that would violate the Tariff Program or Tariff Documents, and (ii) comply with any requirements of the Tariff Program and Tariff Documents. Nothing contained in this PPA shall be deemed to constitute a guarantee, direct or indirect, by the Seller of any obligation of the Buyer's Servicing Utility arising out of the Tariff Program or Tariff Documents.

3.2 Purchase and Sale of Energy and Environmental Attributes Output. During the Term, Seller shall deliver to Buyer, and Buyer shall take delivery of, at the Delivery Point, all of the Energy and Environmental Attributes in accordance with the terms of this PPA.

3.3 Price for Energy and Environmental Attributes Output. Buyer shall pay Seller for all of the Energy and Environmental Attributes delivered to the Delivery Point, as metered at the Metering Device, and for any Seller's Losses. The payment to be made by Buyer to Seller shall equal the sum of (i) Energy for the relevant period multiplied by the Energy Payment Rate for such period, and (ii) any Seller's Losses, if any, for such period. Notwithstanding anything herein to the contrary, Seller may set off any Seller's Losses or any other sums which the Buyer owes the Seller pursuant to this PPA against Buyer's Tariff Allocation due to Buyer hereunder. Seller shall notify the Buyer after any such set-off and application is made, together with supporting documentation, and Buyer shall execute a modified Beneficiary Designation increasing Seller's Tariff Allocation to effectuate such set-off.

3.4 Energy & Environmental Attributes Payment Rate.

(a) For the Term of this PPA, the applicable payment rate, in effect at the time of delivery to the Delivery Point of any Energy and Environmental Attributes is the product of Seller's Tariff Allocation and the Tariff Rate, as set forth in Exhibit F attached hereto and made part hereof (the "*Energy Payment Rate*"). Payments received by the Seller from Buyer's Servicing Utility pursuant to the Tariff Documents shall be used to satisfy Buyer's payment obligations hereunder.

(b) Seller shall not make or add any demand, delivery or other incidental charges to the Energy Payment Rate. In all cases, any adjustments in the Energy Payment Rate shall be made to the nearest thousandth (.001) of a cent.

3.5 Title and Risk of Loss of Energy Output. Title to and risk of loss of the Energy will pass from Seller to Buyer at the Delivery Point. As between the Parties, Seller shall be deemed to be in exclusive control of all Energy prior to the Delivery Point, and Buyer shall be deemed to be in exclusive control of all Energy at and from the Delivery Point. Except as otherwise provided herein, Seller warrants that it will deliver the Energy to Buyer at the Delivery Point, free and clear of all liens, security interests, claims, and other encumbrances created by Seller.

3.6 Adjustment to Energy & Environmental Attributes Payment Rate. In the event of changes due to 1) conditions or proposed requirements that are unanticipated at the time of execution of this PPA and which are identified during due diligence, 2) design review by the Seller or its consultants, or material differing or unforeseen conditions at a Project Site, 3) any change in one or more Environmental Attributes, or 4) a change in Law during the Term that is applicable to a System or the obligations of Seller hereunder that must be complied with, and such compliance results in a material change in Seller's costs (hereinafter "*Sales Price Modification Factors*"), Seller may seek an adjustment to the Energy Payment Rate or other terms of this PPA by submitting to the Buyer a written notice setting forth: (i) the citation and description of reasonably unanticipated applicable change(s) due to one or more of the Sales Price Modification Factors, delineating which factor(s) apply; (ii) the manner in which such change has or will materially change Seller costs; and (iii) Seller's proposed adjustment to the Energy Payment Rate or other terms of this PPA. The Parties shall cooperate and use commercial best efforts in attempting to reach a mutual agreement on amending this PPA in accordance with Seller's notice. If, after commercial best efforts, the Parties mutually agree on an amendment of this PPA, then the Parties will amend or restate this PPA pursuant to the terms hereof. If, after commercial best

efforts, the Parties cannot mutually agree on an amendment, then this PPA shall remain in full force and effect and Seller shall have the option to terminate this PPA in its sole discretion.

3.7 Governmental Charges.

(a) Buyer is responsible for paying, all sales & use taxes ("*SUT*") assessed against Buyer due to Buyer's purchase of Energy, and all real and personal property taxes assessed against the System ("Property Taxes"). Such SUT and Property Taxes shall also be reimbursed to Seller by Buyer, should Seller, not Buyer, be assessed such SUT or Property Taxes. Seller shall be responsible for any capacity tax assessed against the System.

(b) The Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Energy hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

3.8 Insolation. Buyer understands that unobstructed access to sunlight ("*Insolation*") is essential to Seller's performance of its obligations and a material term of this PPA. Buyer shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Buyer becomes aware of any activity or condition that could diminish the Insolation of the System, Buyer shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 3.8 against Buyer.

3.9 Maintenance of Property; Alterations to Property.

(a) Buyer shall, at its sole cost and expense, maintain the Property in good condition and repair. Buyer will ensure that the Property remains interconnected to Buyer's Servicing Utility all times and will not permit cessation of electric service to the Property from Buyer's Servicing Utility. Buyer is fully responsible for the maintenance and repair of the Property's electrical system and of all of Buyer's equipment that utilizes the System's outputs. Buyer shall properly maintain in full working order all of Buyer's electric supply or generation equipment that Buyer may shut down while utilizing the System. Buyer shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System. Buyer shall not make any alterations or repairs to the Property which are reasonably likely to adversely affect the operation, monitoring and/or maintenance of the System without Seller's prior written consent. If Buyer wishes to make such alterations or repairs, Buyer shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Buyer in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Buyer shall be responsible for all damage to the System caused by Buyer, its representatives or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Buyer's alterations and

repairs shall be done by Seller or its contractors at Buyer's cost. All of Buyer's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

(b) In the event that the System is ground-mounted and Seller installs a fence on the Project Site, Seller shall be responsible for maintenance and repair any such fence and regular mowing of the fenced area within the Project Site, which mowing shall be completed no less than two times each year during the term of this PPA.

3.10 System Output. Customer acknowledges and agrees that: (i) the expected System output is an estimate and may be adjusted by Seller based on final System design or any other reason, (ii) the Energy output from the System will vary from time to time; (iii) Seller is not providing any warranty or guarantee of any particular level of Energy output of the System; (iv) Buyer is solely responsible, at its cost and expense, for paying any and all Buyer's Servicing Utility costs associated with utility service at the Property; and (iv) Seller is not a utility or an electricity provider and does not assume any regulatory or statutory obligations of a utility or electricity provider.

3.11 Tariff Documents Control. Notwithstanding any provision in this PPA or in the Tariff Documents to the contrary, Buyer shall not amend, modify, cancel or surrender the Tariff Documents, nor shall Buyer take any action under the Tariff Documents (each being a "*Tariff Action*"), including but not limited to amending or modifying the Beneficiary Designation, making any changes to the Customer of Record (as defined in the Tariff Documents) or any amendment to the Tariff Documents without the prior written consent of Seller, which consent may be granted or withheld in the absolute and sole discretion of Seller. Any Tariff Action taken by Buyer in contravention of this Section shall be null, void, ineffective, and shall not be recognized by the Buyer's Servicing Utility.

3.12 Violation of Tariff Documents. If a Tariff Action is made in violation of any term of this PPA or if the Buyer fails to take or effectuate any Tariff Action required of Buyer by the provisions of this PPA or the Tariff Documents, within ten days after receiving notice from Seller, or fails to deliver notice of such Tariff Action to the Buyer's Servicing Utility if required to be delivered by Buyer, within ten days after receiving notice from Seller, in accordance with the terms of this PPA or Tariff Documents, Seller may, at its option, in addition to all other remedies it may have, exercise the limited power of attorney granted pursuant to this PPA. Any Financing Party, as an intended third-party beneficiary of this PPA, shall have the right, power and authority to enforce the provisions of this PPA as though such Financing Party were a party to this PPA.

ARTICLE 4. ENVIRONMENTAL ATTRIBUTES AND TAX BENEFITS

4.1 Transfer of Environmental Attributes and Capacity Attributes. Seller shall transfer to Buyer, and Buyer shall receive from Seller, all rights and interest in and to any Environmental Attributes and Capacity Attributes associated with the System, whether now

existing or subsequently generated or acquired (other than by direct purchase from a third party) by Seller, or that hereafter come into existence, during the Term, as a component of the Energy purchased by Buyer from Seller hereunder. Seller agrees to transfer and make such Environmental Attributes and Capacity Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of such Environmental Attributes or Capacity Attributes. Seller agrees that Seller's Tariff Allocation is the full compensation for all Environmental Attributes and Capacity Attributes. Buyer shall sell all such Environmental Attributes and Capacity Attributes to Buyer's Servicing Utility pursuant to the Tariff Documents and shall assign the revenues received thereunder pursuant to the terms of this PPA.

4.2 Title to System and Tax Benefits. Tax Benefits will be and shall remain property of Seller. Seller shall be the sole owner and title holder of the System at all times during the Term, which System shall (i) at all times retain the legal status of personal property of Seller as defined under Article 9 of the Uniform Commercial Code and (ii) not attach to or be deemed a part of, or fixture to, the Property. Without limiting the generality of the foregoing, Seller may file one or more precautionary financing statements, including fixture filings in such jurisdictions as it deems appropriate with respect to the System to protect Seller's rights therein. Buyer shall take no position on any tax return or other filings suggesting that it is anything other than a purchaser of electricity from the System. In this regard, the Parties intend this PPA to be treated as a "service contract" within the meaning of section 7701(e)(3) of the Internal Revenue Code.

4.3 Further Assurances. Promptly upon Seller's request and provided Seller is not in default hereunder, Buyer shall execute all such documents and instruments (including, but not limited to, assignments, consents and acknowledgments) reasonably necessary or desirable to (i) effect, evidence or transfer to Seller all right, title and interest in Tax Benefits, or (ii) effect, participate, or enroll the System, Environmental Attributes, Capacity Attributes, or the utility account for the Meter, in any program administered by Buyer's Servicing Utility, Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity.

4.4 Promotion, Branding and Signage. Nothing in this PPA is intended to preclude Buyer or Seller from advertising or distributing promotional material highlighting the purchase and use of renewable energy from the System for commercial or branding purposes, provided that neither Party shall be permitted to release to the public any such material regarding the System or the use of renewable energy therefrom without the prior review and approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed. Seller may, at its sole cost and expense, place a sign or signs (subject to Buyer's approval, which approval shall not be unreasonably withheld, conditioned or delayed) at a location or locations on the Property reasonably satisfactory to the Parties, which signs shall recite, among other things, the ownership and financing of the System. Notwithstanding the foregoing, neither Party will use the other Party's (or any Financing Party's) corporate name, logo or other identification in any marketing, promotion, branding or other written, spoken or electronic communications without the express written permission of the other Party.

ARTICLE 5.
LICENSE, CONSTRUCTION, MAINTENANCE AND MONITORING

5.1 License, Construction, Maintenance, and Monitoring of System by Seller.

(a) Seller shall, at its sole cost and expense, (i) provide notice to Buyer prior to beginning of construction of the System (the "**Construction Commencement Notice**") prior to the CP Deadline, (ii) construct the System and achieve Commercial Operation no later than two years, as may be extended by Seller, but only due to circumstances beyond Seller's control, after the Construction Commencement Notice in a good and workmanlike manner and in accordance with all Laws and Prudent Utility Practices in all material respects, (iii) maintain the System in good condition (including any necessary cleaning of solar panels) and repair in accordance with Prudent Utility Practices and the terms of this PPA and all Laws in all material respects, and (iv) monitor the System's performance to ensure that any System malfunction causing a loss of Energy will be discovered and rectified in accordance with Prudent Utility Practices in all material respects. Seller shall maintain records and logs of all maintenance and repair work with respect to the System. Whenever used in this PPA, "maintain" and "repair" shall include replacement of malfunctioning parts, as may be necessary in Seller's discretion. Buyer hereby consents to the construction of the System's connection to the Property, including, without limitation, mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, and, in the case of metering equipment and utility interconnections, on the Project Site and surrounding property outside of the Project Site so long as Seller does not unreasonably interfere with Buyer's ability to conduct school operations or utilize the Property for educational and instructional programs and activities. Seller shall have the right to take reasonable action to restrict the right of persons to obtain access to the Project Site and Buyer will cooperate with Seller in connection with these actions.

(b) Buyer grants to Seller and to Seller's agents, employees and contractors an irrevocable non-exclusive license running with the Property (the "**License**") for access to, on, over, under and across the Property for the purposes of (i) designing, installing, inspecting, testing, constructing, operating, owning, maintaining, accessing, repairing, removing, replacing and selling the electricity from the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this PPA; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Buyer's electric system at the Property and/or to the utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Buyer prior to entering the Property except in situations where there is imminent risk of damage to persons or property or Emergency Repairs are otherwise required. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or Termination Date of this PPA (the "**License Term**"). During the License Term, Buyer shall ensure that Seller's rights under the License and Seller's access to the Property are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this agreement by either Party. Buyer agrees that Seller, upon request to Buyer, may record a memorandum of license in the land records respecting the License in form and substance reasonably acceptable to the Buyer.

(c) The site plan attached to this PPA as of the Effective Date is the Parties' initial approximation of the preliminary site plan for the System (the "Site Plan"). In the event that during design or construction of the System Seller determines that the site plan needs to be materially changed, then Seller may propose amendments to the site plan description for Buyer's review and approval or denial, which approval shall not be unreasonably denied or delayed. Once Buyer grants written approval of any such amendment of the description of the site plan, such description shall be incorporated into this PPA, and supersede any previous version thereof. Notwithstanding the foregoing, (i) Seller may make non material changes to Site Plan without notice to or consent of Buyer, which Seller considers necessary for the design, construction, operation or maintenance of the System, and (ii) after Seller completes construction of the System, Seller shall provide Buyer with a revised description of the site plan which shall include "as-built" description and drawings of the System, such revised description of the Property shall be incorporated into this PPA, and supersede any previous version thereof, upon notice to Buyer.

(d) Seller shall provide Buyer reasonable notice of all activities conducted by or on behalf of Seller on the Property. During any such activities, Seller, and its sub-contractors, agents, consultants, and representatives shall comply with Buyer's safety, insurance and security procedures (as may reasonably be promulgated from time to time), and Seller and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to not unreasonably interfere with Buyer's activities. This requirement of access shall not be construed to confer a leasehold on the Seller.

(e) Seller's access rights with respect to the Property include: (i) reasonable vehicular and pedestrian access across the Property, provided Seller shall reasonably attempt to minimize any disruption to activities occurring on the Project Site; (ii) the right to locate transmission lines and communications cables across the Property in locations to be mutually agreed upon; (iii) access and use of a lay-down and staging area at the Project Site, whose needs will be specified by Seller and directed by the Buyer, for materials and tools used during construction, installation, and maintenance of the System, provided Seller shall be responsible for providing shelter and security for items staged in the lay-down and staging area; and (iv) the right to connect, at Seller's sole cost and expense, to existing water, sewage, drainage, electrical, and communication lines on the Property, subject to availability and Buyer's approval, for use by Seller in installing, operating and maintaining the System, provided Seller shall be required to reimburse the Buyer at current Utility rates for all utilities used. The Parties agree that this grant of access is a material term to the PPA.

(f) Notwithstanding any provision of Section 5.1(b) or 5.1(c) to the contrary, Seller shall have access to the Property to effect Emergency Repairs of the Interconnection Equipment located on the Property immediately upon, or as soon as practicable after, notice to Buyer of the need for access.

(g) Seller may curtail deliveries (inclusive of discontinuing or reducing Energy) if Seller reasonably believes that curtailment is necessary to construct, install, repair, replace, remove, maintain or inspect any of its equipment or facilities; or in connection with an emergency or an event of Force Majeure. To the extent practical, all maintenance and repairs shall be performed during off-peak hours and when school is not in session, and in a manner that would not require a complete interruption in Energy of the System. Seller shall notify Buyer of any

curtailments of which Seller has advance knowledge and will endeavor to mitigate the time periods and causes of such curtailments to the extent that such cause is within Seller's reasonable control. Subject to available sunlight, Seller shall resume deliveries of Energy as soon as is reasonably possible and safe in accordance with Prudent Utility Practices.

(h) Seller may modify, alter, expand or otherwise change the System without the prior written consent of Buyer as required by Prudent Utility Practices or applicable Law, so long as such modifications, alterations, expansions or other changes would not reasonably be expected to have material adverse impact on the operations of the System or the System's capability to operate.

(i) Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Material on or about the Property generally or any deposit, spill or release of any Hazardous Material.

5.2 Buyer's Obligations.

(a) Buyer shall maintain the Property and shall not take any actions on the Property that would reasonably be expected to cause shading of the System or otherwise interfere with the operation of the System, reduce the production of Energy from the System or damage or otherwise increase the cost of maintenance of the System.

(b) Buyer shall provide reasonable assistance to Seller and its agents and contractors in obtaining convenient access to and from the Interconnection Equipment located on the Property during normal business hours as is reasonably necessary or appropriate for Seller to complete the electrical interconnection to the Property.

(c) Buyer shall assist Seller and cooperate with Seller, as reasonably necessary and appropriate, to acquire and maintain the Governmental Approvals required for the construction, operation, maintenance and repair of the System's connection to the Property, including, but not limited to, the Interconnection Agreement (and all of Buyer's obligations thereunder) or any applications or consents for permits, local utility interconnection, solar renewable energy certificate creation and verification, and rebate applications as are required to be signed by a person in the position of Buyer and reasonably approved by Buyer's counsel.

(d) Buyer shall maintain the Site Electrical System in good condition and repair so as to be able to receive the Energy. Buyer will maintain its connection and service contract(s) with Buyer's Servicing Utility or any successors thereto, so that the System may continuously generate and deliver Energy and so that Buyer may procure its full requirements for electricity that are not served by the System.

(e) Buyer shall not cause or allow any Person under Buyer's control to cause the System's equipment on the Property to be disconnected or shut down, temporarily or otherwise, unless in the case of emergency or as a result of an event of Force Majeure. In the event of a disconnect or shut down on the Property of a portion of the System caused by Buyer or a Person under Buyer's control, damages and lost revenue will be assessed pursuant to the terms of Section 7.5, which is the sole measure of damages. At the request of Buyer, Seller may consent, such consent not to be unreasonably withheld, conditioned or delayed, to temporarily shut down all or

a portion of the System for a predetermined period of time; provided that nothing herein shall require Seller's consent to a shutdown of the System, if necessary, as a result of an emergency. Seller will be compensated in connection with any such shutdown in accordance with Section 7.5. No damages will be due if the shutdown is due to a Force Majeure event.

(f) Buyer shall provide Seller sufficient space on the Property for the temporary storage and staging of tools, materials and equipment reasonably necessary during installation and any maintenance, repair, replacement or removal of the System, provided that Seller shall use commercially reasonable efforts to minimize disruption to Buyer's operations, and provided further that Seller understands and acknowledges that space is limited at on the Property. Buyer and Seller shall coordinate and cooperate in determining the amount of space and specific portion of on the Property necessary available for such purposes.

(g) Notwithstanding anything herein to the contrary, Buyer shall perform all obligations of the Property Owner (as defined in the Tariff Documents) and Customer of Record (as defined in the Tariff Documents), except such obligations identified as Seller's obligations pursuant to this PPA, set forth in the Tariff Documents.

5.3 Telemetry. Seller shall provide a means for Buyer to access real-time data or telemetry with respect to the System's performance through means that may reasonably be incorporated into advertising and promotional materials. Subject to Section 4.3 above, Seller retains the right to use telemetry and monitoring other data concerning the performance of the System for evaluative, maintenance, and promotional purposes.

5.4 Installation.

(a) Seller will cause the System to be designed, engineered, installed, operated and constructed substantially in accordance with the terms of this PPA. Buyer shall have the right to review all constructions plans, including engineering evaluations, regarding the impact of the System on (i) the structural integrity and strength of the roof of the Building, if applicable, and (ii) the equipment and service of Buyer's Servicing Utility and Buyer's Site Electrical System. Seller shall not penetrate the Building's roof when installing the System, or, if roof penetrations are necessary for the installation of the System, Seller will obtain pre- and post-installation inspections from the roof's manufacturer to ensure that any roof penetrations and the installation of the System will not and does not void any existing roof warranties.

(b) Seller shall provide all project management and construction management services for the System. Without limiting the foregoing sentence, Seller shall (i) maintain a qualified and competent organization as necessary to install the system, (ii) maintain the Property reasonably clear of debris, waste material, and rubbish during installation and operation of the System, (iii) use only the entrance(s) and areas designated by Buyer for ingress and egress of all personnel, equipment, vehicles, and for storage of materials, during installation, maintenance, repair and removal of the System, and (iv) otherwise perform all work in a safe and expeditious manner without cost or expense to Buyer. Buyer shall have the right at all times to review Seller's work on the System to determine if Seller is in compliance with the System Plans and Buyer Policies. If Buyer determines in its reasonable discretion that Seller is not in compliance with the System Plans or Buyer Policies, the Parties shall work together in good faith to remedy such issues.

If the Parties are unable to agree upon a mutually satisfactory resolution to any such issues, either party may submit such issues to mediation under the rules of the American Arbitration Association. Mediation to take place within fifteen (15) miles of Bridgeport City Hall. The cost of mediation shall be shared equally by the Parties.

5.5 System Acceptance Testing and Commercial Operation.

(a) Prior to commencing Commercial Operation, Seller shall conduct testing of the System ("System Acceptance Testing"). Seller shall notify Buyer not less than three (3) Business Days prior to the anticipated date of System Acceptance Testing. Buyer shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing.

(b) Prior to commencing Commercial Operation, Seller shall provide to Buyer documentation confirming that (i) the System is substantially complete, interconnected with Buyer's Site Electrical System and, with the electric distribution system of Buyer's Servicing Utility in accordance with applicable Law and the rules of Buyer's Servicing Utility, (ii) Seller has accepted the System from its equipment suppliers and installers, (iii) the results of the System Acceptance Testing establish that the System is installed and operating in accordance with all manufacturer's specifications and applicable Laws, regulations and permit requirements, and using such instruments and meters as has have been installed for such purposes, and (iv) the System has been approved for interconnected operation by Buyer's Servicing Utility.

ARTICLE 6. METERING DEVICE AND METERING

6.1 Metering Equipment. Seller shall provide, install, own, operate and maintain the Metering Device with the ability and right for Buyer to access real-time via internet connection to monitor the Metering Device. Buyer shall provide Seller with high-speed internet access at the Property during the entire Term. Buyer grants Seller a right of access to the Metering Device on the Property as needed to inspect, repair and maintain such Metering Device. Buyer shall allow for the installation of necessary communication lines in connection with the Metering Device and shall reasonably cooperate in providing access for such installation. The Metering Device shall be kept under seal, such seal to be broken only by Seller when the Metering Device is to be tested, adjusted, modified or relocated. In the event that Seller or Buyer breaks a seal, the applicable Party shall notify the other as soon as practicable.

6.2 Measurements. Readings of the Metering Device shall be conclusive as to the amount of Energy output; *provided, however*, that if the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 6.4, or registers inaccurately, measurement of Energy to the Delivery Point shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when Metering Device was registering accurately; or (b) if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 6.4 was equal to (i) if the period of inaccuracy can be determined, the actual period during which

inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of such Metering Device through the date of the adjustments; *provided, however*, that, in the case of clause (ii), the period covered by the correction under Section 6.4 shall not exceed twelve (12) months.

6.3 Meter Seals. Seller's metering equipment shall be sealed, and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted by Seller. Seller shall be the only Party authorized to cause seals to be broken on such meters. The Buyer shall be offered the opportunity to be present upon any occasion when the seals for such meters are to be broken.

6.4 Testing and Correction.

(a) Upon Buyer's reasonable request, but in no event more than once every twelve (12) months, Seller shall inspect and test the Metering Device for accuracy. Each Party and its consultants and Representatives shall have the right to witness each test of the Metering Device to verify the accuracy of its measurements and recordings. Seller shall provide at least ten (10) days prior written notice to Buyer of the date upon which any such test is to occur. Seller shall prepare a written report setting forth the results of each such test and shall provide Buyer with copies of such written report not later than thirty (30) days after completion of such test. Subject to Section 6.4(b) below, Seller shall bear the cost of the testing of the Metering Device and the preparation of the Metering Device test reports.

(b) The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

- (i) If either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing.
- (ii) Seller shall, within thirty (30) days after receiving such notice from Buyer, or Buyer shall, within such time after having received such notice from Seller, advise the other Party in writing as to its position concerning the accuracy of such Metering Device and state reasons for taking such position.
- (iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the Third Party Monitor to test the Meter.
- (iv) If the Metering Device is found to be inaccurate by not more than five percent (5%), any previous recordings of the Metering Device shall be adjusted in accordance with Section 6.2(b)(i) and the party claiming such inaccuracy shall bear the cost of inspection and testing of the Metering Device.
- (v) If the Metering Device is found to be inaccurate by more than five percent (5%) or if such Metering Device is for any reason out of service or fails to register, then (A) Seller shall promptly cause any

Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 6.2, and (C) Seller shall bear the cost of inspection and testing of the Metering Device. If as a result of such adjustment the quantity of Energy output for any period is decreased, Seller shall reimburse Buyer within thirty (30) days for the amount paid by Buyer in consideration for the decrease. If as a result of such adjustment the quantity of Energy output for any period is increased, Buyer shall pay Seller within thirty (30) days for the additional quantity of Energy at the Energy Payment Rate applicable during the applicable period. In no event shall the period of inaccuracy used to calculate Seller's reimbursement obligation be longer than 365 days.

6.5 Live Meter Maintenance. Buyer acknowledges and understands that the System and Tariff Agreement (if applicable) will be associated with a particular electric utility meter (currently existing or to be installed) located on the Property (the "*Meter*") and that the Meter remaining live is critical to the proper operation of the System. Buyer acknowledges and understands that the Meter may need to be moved to a different location on the Property, if required to do so by the Buyer's Servicing Utility. Therefore, Buyer agrees that, in the event Buyer defaults in an obligation to Buyer's Servicing Utility, becomes insolvent, Bankrupt, or enters into any condition that threatens the live nature of the Meter, Seller shall have the unilateral and exclusive right to transfer the account for the Meter into Seller's name for the duration of the Term.

ARTICLE 7.

LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; INSURANCE; FORCE MAJEURE; PAYMENTS FOR TEMPORARY SHUT DOWN

7.1 System Loss.

(a) Seller shall bear the risk of any System Loss excluding, however, any System Loss arising out of or resulting from (i) any negligent or willful acts or omissions of Buyer or Buyer's agents, Representatives, customers, vendors, visitors, or invitees or (ii) any breach of the PPA by Buyer (collectively, the circumstances set forth in clause (i) or (ii), "*Buyer Act*") or (iii) any act, omission or event which is covered by Buyer's insurance required hereunder.

(b) In the event of any System Loss that, in the reasonable judgment of Seller, results in less than total damage, destruction or loss of the System and more than five (5) years remains in the Term, this PPA will remain in full force and effect and Seller will, at Seller's sole cost and expense, subject to Section 7.1(c) below, repair or replace the System as quickly as practicable.

(c) To the extent that any System Loss, which in the reasonable judgment of Seller, results in less than total damage or destruction or loss of the System, is caused solely by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay the reasonable costs and expenses of such repair or replacement.

(d) In the event of any System Loss that, in the reasonable judgment of Seller, results in total damage, destruction or loss of the System, or to the extent the System is damaged during the last five (5) years of the Term, Seller shall, within thirty (30) Business Days following written notice from the Buyer of the occurrence of such System Loss, notify Buyer whether Seller is willing, notwithstanding such System Loss, to repair or replace the System, it being understood that in such instance Seller shall have no obligation to restore the System.

(e) In the event that Seller notifies Buyer that Seller is not willing to repair or replace the System, this PPA will terminate automatically effective upon the date specified in such notice unless Buyer agrees to pay the restoration cost. If such System Loss has been caused solely by Buyer Act, Buyer shall, within ten (10) Business Days following such termination, pay to Seller, as liquidated damages, the Termination Payment applicable as of such Termination Date.

(f) In the event that Seller notifies Buyer that Seller is willing to repair or replace the System, the following shall occur: (A) this PPA will remain in full force and effect, and (B) Seller will repair or replace the System as quickly as practicable but in any event within six (6) months of the casualty and, in addition, if such System Loss has been caused solely by Buyer Act, Buyer shall promptly upon demand therefor from Seller pay the reasonable costs and expenses of such repair or replacement caused by such Buyer Act, as well as Seller's Losses.

7.2 Insurance.

(a) Each Party will, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$3,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, with aggregate limits of \$5,000,000. Coverage may be part of a blanket and/or umbrella policy.

(b) Buyer and Seller (and Seller's subcontractors), will maintain worker's compensation and employer's liability insurance, including stop gap coverage, in compliance with applicable laws. The limits of employers' liability insurance shall not be less than \$1,000,000.

(c) Buyer shall maintain property insurance on the Property, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the Property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Buyer must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the Property. Seller must be named as loss payee on the policy with ISO form CP 12 18 10 12 Loss Payable Provisions, Clause C2, or equivalent acceptable to Seller, and the policy must provide for ten (10) days' prior written notice to Seller in the event of cancellation or nonrenewal and must meet State insurance requirements. Property located in a designated flood zone must be insured for the peril of flood to the maximum limits available through the National Flood Insurance Program.

(d) Each Party will name the other Party as an additional insured in each such policy provided in this Section 7.2 using the form CG 2010 or the equivalent, excepting Buyer property insurance as described in Section 7.2(c). The policies insuring a Party against loss or

destruction to property shall waive any right of subrogation against the other Party. As to each such policy, the insured Party shall furnish to the other Party a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section 7.2. At the request of a Party, the other Party shall furnish to such Party applicable endorsements evidencing the required coverages.

(e) The provision of this PPA shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

(f) Either Party shall be permitted to satisfy the insurance requirements in this Section 7.2 with any combination of general liability and umbrella policies or self-insured retentions, provided that the self-insured retentions are reasonably acceptable to the other Party.

7.3 Performance excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "**Claiming Party**") gives notice and details of the Force Majeure event to the other Party as soon as practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, then the Claiming Party will be excused from the performance of its obligations under this PPA affected by the Force Majeure event (other than the obligation to make payments under this PPA) for a period equal to the effect of the disabling Force Majeure circumstances. The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; *provided, however*, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

7.4 Termination due to Force Majeure. If a Claiming Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer, the non-Claiming Party may terminate this PPA, in whole or in part, without any liability to the Claiming Party as a result of such termination (except with respect to payment of amounts accrued prior to termination and actions or omissions that occur prior to termination) by providing written notice of such termination at any time prior to the date upon which the obligation prevented by such Force Majeure has been satisfied. Without limiting the generality of the foregoing, if Seller does not deliver Energy from the System to Buyer for a continuous period of twelve (12) months for any reason other than Buyer's default hereunder, Buyer shall have the right to terminate this PPA by delivering written notice of such termination at any time prior to the date upon which the System resumes the production of Energy.

7.5 Payment for Temporary Shutdown of System or Reduced Energy Output. In the event (a) Buyer needs to conduct any type of work on the Property or Site Electrical System that will require the shutdown of the System, (b) Buyer or any Person within Buyer's control causes any disruption on the Property which will require, or otherwise causes, Seller to cease making deliveries of Energy, or otherwise causes the System to shut down, or (c) Buyer or any Person in Buyer's control causes a reduction in Energy output from the System, whether from disruption on the Property or otherwise, Buyer shall compensate Seller for Seller's Losses (as defined below) arising out of such shutdown or reduction in Energy output and Buyer's payments due hereunder shall be adjusted to account for Seller's Losses.

ARTICLE 8.
EVENTS OF DEFAULT; REMEDIES

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

(a) the failure to make, when due, any payment required under this PPA if such failure is not remedied within ten (10) Business Days after receipt of written notice from the Party claiming the failure (a “*Non-Defaulting Party*”);

(b) any representation or warranty made by such Party in this PPA is intentionally false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure to perform any material covenant or obligation set forth in this PPA if such failure is not remedied within thirty (30) days after receipt of written notice from the Non-Defaulting Party; provided, however, that, if despite diligent efforts to cure such default is not capable of cure within thirty (30) days, the Defaulting Party shall have such additional time as is reasonably necessary to cure such default, provided the Defaulting Party diligently pursues such cure and completes same within ninety (90) days after the receipt of such notice;

(d) such Party becomes Bankrupt; or

(e) solely as to Buyer, (i) the closure or shutdown of Buyer’s operations or other shutdown of the System caused by the action or inaction of Buyer or of any Person under Buyer’s control; (ii) Buyer loses its rights to occupy and enjoy the Property; or (iii) Buyer prevents Seller from installing the System or otherwise fails to perform in a way that prevents the delivery of electronic energy from the System.

8.2 Buyer Remedies. Upon the occurrence and during the continuance of an Event of Default where Seller is the Defaulting Party (a “*Seller Event of Default*”), Buyer shall have all rights available to it at law and in equity; however, notwithstanding the foregoing, it is agreed that Buyer shall have the right to terminate this PPA as a result of a Seller Event of Default only in the event such Seller Event of Default is a monetary Event of Default or a material non-monetary Event of Default that has resulted in substantial harm, economically or otherwise, to Buyer (each such default being a “*Seller Termination Default*”). In the event any Seller Termination Default remains uncured following any applicable notice and cure period, Buyer shall have the right to provide Seller with written notice of its intent to terminate this PPA. In the event such specified Seller Termination Default and any other subsequent termination event is not cured within forty five (45) days of Seller’s receipt of such notice of intent to terminate (which notice shall specify the exact Seller Termination Default and any other Seller Event of Default being claimed) then thereafter, and only thereafter, Buyer shall have the right to terminate this PPA as of such date by providing written notice of such termination to Seller.

8.3 Seller Remedies.

(a) If an Event of Default has occurred where Buyer is the Defaulting Party (a “*Buyer Event of Default*”) and is continuing, Seller has the right in its sole discretion, without

obligation, to take any and all action reasonably necessary to cure such Buyer Event of Default. In the event that Seller exercises such right, Buyer shall promptly reimburse Seller for any and all reasonable costs and expenses incurred by Seller (including reasonable attorney's fees) in connection with the exercise of Seller's rights hereunder.

(b) Upon the occurrence and during the continuance of a Buyer Event of Default, Seller shall have the right to (i) exercise any remedies available under Law, and (ii) terminate this PPA by providing five (5) days prior written notice of such termination to Buyer and (iii) in the event that Seller terminates this PPA subject to (ii) herein, Buyer shall pay a Termination Payment to Seller.

8.4 Termination Payment Notice. In the event that Seller elects to require payment of the Termination Payment by Buyer as provided in Section 8.3, then, as soon as practicable after calculation of the Termination Payment by Seller, Seller will notify Buyer of the amount of the Termination Payment and any amount otherwise due and outstanding under this PPA. Such notice will include a written statement explaining in reasonable detail the calculation of such amount. Buyer shall be required to pay the Termination Payment and any amount otherwise due and outstanding under this PPA to Seller within ten (10) Business Days after the effectiveness of such notice.

8.5 Remedies Cumulative. Except as specifically provided to the contrary, the rights and remedies contained in this Article 8 are cumulative with the other rights and remedies available under this PPA or at law or in equity.

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

ARTICLE 9. INVOICING AND PAYMENT

9.1 Invoicing and Payment.

(a) In the event that the Tariff Documents utilizes a "Netting Incentive" (as defined in the Tariff Program), Seller will issue monthly invoices within ten (10) Business Days after the conclusion of the preceding calendar month for Energy deliveries made during that month.

(b) In the event that the Tariff Documents utilizes a Buy-All Incentive" (as defined in the Tariff Program), Seller shall issue quarterly statements for Energy and Environmental Attributes deliveries and funds received by Seller from the Buyer's Servicing Utility during the preceding quarterly period.

(c) Except as specifically provided to the contrary herein, all invoices under this PPA will be due and payable not later than twenty (20) Business Days after receipt of the applicable invoice. Each Party will make payment by ACH, or by other mutually agreeable

method(s), to the account designated by the other Party. Any amounts not paid by the applicable due date will accrue interest at the Late Payment Interest Rate until paid in full.

9.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this PPA at any time within twelve (12) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are manifestly inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give notice of the objection to the other Party. Any required payment will be made within ten (10) Business Days after resolution of the applicable dispute, together with interest accrued at the Late Payment Interest Rate from the due date to the paid date.

9.3 No Setoff. Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.

9.4 Records and Audits. Each Party will keep, for a period not less than two (2) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours. Notwithstanding the foregoing, in the event that Buyer conducts an audit and discovers an inaccuracy in Seller's invoices, charges, computations and payments required for a Transaction in an amount in excess of five percent (5%), Buyer shall be entitled to recover the cost and expense of the audit in addition to the other corrective actions required as a result of said audit.

9.5 Currency. All pricing offered, payments made and amounts referenced hereunder are and will be in U.S. dollars.

**ARTICLE 10.
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENTS;
ADDITIONAL COVENANTS**

10.1 Representations and Warranties.

(a) Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this PPA (together with Tariff Documents and Interconnection Agreement) are within its powers, have been duly authorized by all necessary action, do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it and do not require the consent of any third party; (c) this PPA and each other document executed and delivered in accordance with this PPA constitutes

its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other Laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court; (d) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing; (e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this PPA; (f) it understands that the other Party is not acting as a fiduciary for or an advisor to it or its Affiliates; and (g) it has no knowledge of any facts or circumstances that could materially and adversely affect its respective ability to perform its obligations hereunder.

(b) Buyer further represents and warrants to Seller that: (i) to its knowledge, there are no site conditions or construction requirements (including, but not limited to any Environmental Condition or roof conditions) that would increase the cost of installing the System or Interconnection Equipment at the planned locations or increase any liabilities in connection with the System or Interconnection Equipment; (ii) the information provided to Seller pursuant to this PPA as of the Effective Date is true and accurate in all material respects; (iii) Property Owner has fee simple and clear title to the Property, subject only to the Permitted Encumbrances; and to Property Owner's knowledge none of the Permitted Encumbrances would reasonably be expected to adversely impact Seller's rights hereunder or under this PPA; (iv) no electricity generated by the System will be used to heat a swimming pool; (v) Buyer is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company

(c) Seller further represents and warrants to Buyer as follows: (i) the System and Seller's services hereunder, including the installation work, operations and maintenance, shall not infringe any third party's intellectual property or other proprietary rights; (ii) Seller shall be responsible for the identification (including applicable inspection and notification requirements), cleanup, removal, remediation and disposal in accordance with applicable Law of any Hazardous Materials (a) brought to the Property by Seller or its employees, representatives, agents or contractors or (b) generated or otherwise created in connection with, or by, the System. Seller shall also notify the Buyer prior to delivery of any known Hazardous Materials to the Property; (iii) Seller's operating representative shall be available to Buyer to address and make decisions on all operational matters under this PPA as soon as reasonably possible with respect to emergency situations, and otherwise during standard business hours. The name and contact information of the Seller's operating representative will be provided prior to commencement of construction; (iv) Seller's performance of any and all services pursuant to the PPA shall be in compliance with applicable Law; and (v) Seller shall provide the services required of it in accordance with this PPA in a good, professional and workmanlike manner and that at all times the Seller or its agents shall be qualified and professionally competent to carry out said services, and at all times the Seller or its agents shall possess all licenses and/or certifications, if any, required to perform said services.

10.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

**ARTICLE 11.
INDEMNITY; LIMITATIONS**

11.1 Indemnity. To the fullest extent permitted by law, each Party (the "*Indemnitor*") hereby indemnifies and agrees to defend, protect, and hold harmless the other Party and its Representatives (the "*Indemnified Parties*") from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) ("*Indemnity Claims*") caused by, resulting from, relating to or arising out of any breach of this PPA by the Indemnitor or any of its Representatives or any negligence or intentional misconduct on the part of the Indemnitor or any of its Representatives; *provided, however*, that the Indemnitor will not have any obligation to indemnify the Indemnified Parties from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the gross negligence or intentional misconduct of the Indemnified Parties, or material breach of this PPA by the Indemnified Parties. In addition to the foregoing, to the fullest extent permitted by law, Buyer, as the Indemnitor, hereby indemnifies and agrees to defend, protect, and hold harmless Seller and its Representatives, as the Indemnified Parties, from and against any and all Indemnity Claims related to any and all Environmental Conditions, except to the extent that the same are caused by the negligence or willful misconduct of Seller and/or its Representatives, where, as used in this PPA, the term (a) "*Environmental Conditions*" means (i) the violation or alleged violation of any Environmental Law at or on the Property; (ii) the release or potential release of any Hazardous Material at, on or from the Property, unless such Hazardous Material was brought onto the Property by Seller or its Representatives; and/or (iii) any other environmental matter adversely affecting the Property that was not directly caused by Seller or its Representatives; (b) "*Hazardous Material*" means any substance or material regulated by or listed in any Environmental Law; and (c) "*Environmental Law*" means any federal, state or local law, regulation, ordinance or other requirement governing human health and/or the environment.

11.2 Limitation of Remedies, Liability and Damages. The Parties confirm that with respect to the matters specified herein and to the extent specified the express remedies and measures of damages provided in this PPA satisfy the essential purposes hereof. Without prejudice to the calculation of the amount of any Termination Payment, payment for Seller's Losses, and/or indemnity claims arising out of claims by third parties, neither Party will be liable for consequential, incidental, punitive, special exemplary or indirect damages, by statute, in tort or under contract under any indemnity provisions or otherwise; provided however, that notwithstanding the foregoing, in no event will the foregoing limitations of liability be applied to limit the extent of the liability of either Party to the other for intentional misconduct. The limitations imposed herein, or remedies and the measure of damages are without regard to the applicable cause or causes, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. Notwithstanding any provision of this agreement to the contrary, Seller's maximum liability to the Buyer, except for indemnity obligations in respect of personal injury, property damage and intellectual property infringement claims, under this PPA will be limited, in the aggregate to the difference between the amount Buyer actually pays to utility for electricity used by Buyer and the amount Buyer would have had to pay to Seller for electricity supplied by Seller over the remaining term of the PPA.

11.3 Limitations on Warranties. Except as expressly provided in this PPA, Seller hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose.

11.4 Duty to Mitigate. Buyer and Seller shall each have a duty to mitigate damages pursuant to this PPA, and each shall use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of this PPA, including with respect to termination of this PPA.

ARTICLE 12. CONFIDENTIALITY

Seller is an Affiliate of Connecticut Green Bank, Connecticut Green Bank is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this PPA and information received pursuant to this PPA will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by Seller pursuant to an FOIA request, Buyer should specifically and in writing identify to Seller the information that Buyer claims to be exempt. Buyer should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Buyer acknowledges that (1) Seller has no obligation to notify Buyer of any FOIA request received by Seller, (2) Seller may disclose materials claimed by Buyer to be exempt if in Seller's judgment such materials do not appear to fall within a statutory exemption, (3) Seller may in its discretion notify Buyer of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Seller has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Buyer will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Seller or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Seller's possession where Seller, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

ARTICLE 13. NOTICES

13.1 Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, electronic mail, overnight delivery or regular, certified, or registered mail, return receipt requested. All notices

shall be deemed to have been properly given or made upon the earliest to occur of (a) actual delivery, (b) two (2) days after being sent by overnight courier service, (c) five (5) days after being deposited in the mail addressed as aforesaid and (d) one (1) day after being sent by e-mail; provided that in the case of notice by e-mail such notice is followed promptly by the sending of the original of such notice by overnight courier service. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Buyer:

City of Bridgeport
Attention: Mayor
999 Broad Street
Bridgeport, CT 06604

Bridgeport Public Schools
Attention: Superintendent of Schools
45 Lyon Terrace
Bridgeport, CT 06604

If to Seller:

CEFIA Solar Services, Inc.
75 Charter Oak Avenue, Suite 1-103
Hartford, CT 06106

With copy to:

[]

**ARTICLE 14.
OWNERSHIP OF AND TITLE TO THE SOLAR FACILITY
AND OTHER PROPERTY RIGHTS**

14.1 Ownership of Solar Facility by Seller.

(a) Title. Notwithstanding the System's presence on the Project Site and method of attachment thereto, and unless the ownership of such System is transferred to the Buyer in accordance with Section 17.3(b), Seller or its permitted assignee shall, at all times, retain title to and be the legal and beneficial owner of such System and all alterations, additions or improvements made thereto and replacements thereof by Seller. Seller shall be entitled and is hereby authorized to file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the System in order to protect its rights in such System. In no event shall anyone claiming by, through or under the Buyer (including but not limited to any present or future mortgagee of the Property) have any rights in or to the System, unless the System is transferred to the Buyer in accordance with Section 17.3(b). The

Buyer acknowledges and agrees that Seller may be required to grant, or cause to be granted, to a Financing Party a security interest in the System, and the Buyer expressly disclaims and waives any rights it may have in the System pursuant to this PPA, unless the System is transferred to the Buyer in accordance with Section 17.3(b) or the Seller is otherwise in default of its obligations to Buyer.

(b) Ownership. The Parties specifically acknowledge and agree that Seller or its permitted assignee shall be the owner of the System for federal income tax purposes.

14.2 Lien Prohibition. Solely and exclusively for the purposes of applicable mechanics' lien law, no work performed by Seller at Property under this PPA, whether in the nature of erection, construction, installation, commissioning, alteration, repair, maintenance or removal, shall be deemed to be for the immediate use and benefit of the Buyer. To the maximum extent permitted by Law, no mechanic's or other lien shall be allowed against the Buyer or by reason of any consent given by the Buyer to Seller to improve any Property, including by the construction, installation, commissioning, maintenance, repair or removal related to the System. Seller shall place such contractual lien prohibition provisions in all contracts and subcontracts for System and improvements upon the Property, assuring and stating that, to the maximum extent permitted by Law, no mechanic's liens will be asserted against the Buyer's interest in such Property.

14.3 Lien Removal. If any mechanic's or other liens shall at any time be filed against Property by reason of work performed related to this PPA or labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Seller or to anyone performing any work, improvements, maintenance or operations of the System through or under Seller, and regardless of whether any such lien is asserted against the interest of the Buyer, or Seller, Seller, at its sole expense, shall cause the same to be discharged of record, or bonded to the satisfaction of the Buyer. If Seller shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of the Buyer, the Buyer may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by, including reasonable attorneys' fees incurred by the Buyer either in defending against such lien or in procuring the bonding for or discharge of such lien, together with interest thereon at the legal rate, shall be paid by Seller to Buyer.

ARTICLE 15. ASSIGNMENT AND FINANCING

15.1 Assignment; Binding Effect

(a) Except for assignments to Affiliates, neither Buyer nor Seller shall, without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this PPA, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void.

(b) Notwithstanding the foregoing, Seller may, without the prior written consent of Buyer, assign, mortgage, pledge or otherwise directly or indirectly transfer all or any

part of, or any right or obligation under this PPA (i) to any party that acquires Seller or all or substantially all of Seller's assets; (ii) for security purposes in connection with any financing or other financial arrangements regarding System; (iii) to any Financing Party; (iv) to any Qualified Assignee or (v) to an entity that enters into an agreement with a Qualified Assignee pursuant to which (1) such Qualified Assignee shall be responsible for System operation and maintenance under this PPA and (2) Seller shall have granted to the Qualified Assignee all other rights granted to Seller herein necessary for operation and maintenance of System (each, a "**Permitted Transfer**"). Seller shall deliver notice of any Permitted Transfer to Buyer in writing as soon as reasonably practicable. Buyer agrees to execute such reasonable consents to assignment and other documents, and to provide such information, as is requested by Seller in connection with any Permitted Transfer.

(c) Subject to the foregoing restrictions on assignment, this PPA will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.2 Cooperation with Financing. Buyer acknowledges that Seller will be financing the construction of the System and Buyer agrees that it shall reasonably cooperate with Seller and its Financing Parties in connection with such financing for the System, including (a) the furnishing of public information; (b) the giving of certificates; (c) providing of an officer's certificate of Buyer or its affiliate that this PPA was duly authorized, executed and delivered by Buyer, (d) the obtaining of any lien waivers, the execution of commercial law forms and such other documents, all as reasonably requested by Seller or any Financing Party to secure such Financing Party's collateral position in the System or in Seller's rights under this PPA; *provided, however*, that the foregoing undertaking shall not obligate Buyer to change any rights of benefits, or increase any burdens, liabilities or obligations of Buyer, under this PPA to the Financing Parties except as specifically provided herein.

ARTICLE 16. FINANCING PARTY ACCOMMODATIONS

16.1 Buyer Acknowledgment. Buyer acknowledges that Seller shall have the right to finance the System with financing accommodations from a Financing Party and that Seller's obligations will be secured by, among other collateral, a pledge or collateral assignment of this PPA and a first security interest in the System. In order to facilitate such necessary financing, Buyer agrees as set forth below.

16.2 Financing Party's Rights Following an Event of Default. Notwithstanding any contrary term or provision of this PPA:

(a) The Financing Party, as assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this PPA in accordance with the terms of this PPA, provided that such Financing Party also satisfies the obligations of Seller hereunder. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this PPA and the System, provided that no such exercise shall interfere with the provision of Energy from the System to the Buyer.

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this PPA and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default or Seller Event of Default in the time and manner provided by the terms of this PPA. Nothing herein requires the Financing Party to cure any Seller Event of Default (unless the Financing Party has succeeded to Seller's interests) to perform any act, duty or obligation of Seller, but Buyer hereby gives the Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to the Financing Party, Buyer's consent shall not be required, however, the Financing Party will give notice to Buyer of the transferee or assignee of this PPA; *provided, further*, that any sale, transfer or other disposition of the System by the Financing Party, whether by judicial proceeding or otherwise, shall be made solely to a Qualified Assignee. Any such exercise of remedies shall not constitute an Event of Default.

(d) Upon any rejection or other termination of this PPA pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within sixty (60) days of such termination or rejection, Buyer will enter into a new PPA with Financing Party or its Qualified Assignee, on the same terms and conditions as hereunder.

(e) In the event that a Financing Party becomes the owner of the System as a result of the exercise of remedies under subsections (c) or (d) above, whether as a result of the exercise of its remedies as a secured party or in connection with the bankruptcy of Seller, the Financing Party shall agree not to disturb the Buyer's rights to purchase Energy under this PPA, pursuant to the terms and conditions hereof, and further agrees to sell its right in the System or the PPA to a Qualified Assignee purchaser only if such purchaser agrees to continue to provide Buyer with Energy under this PPA in accordance with the terms and conditions thereof.

16.3 Financing Party's Right to Cure.

(a) Upon receipt from Financing Party of its invocation of the rights provided for in this Section 16.3 and the name and address of the Financing Party entitled to notice, Buyer will not exercise any right to terminate this PPA unless Buyer has given the Financing Party prior written notice at the address provided to Buyer in writing of any event giving rise to Buyer's right to terminate this PPA. Buyer's notice of an intent to terminate this PPA must specify the condition giving rise to such right. Notwithstanding any contrary term or provision in this PPA, Financing Party shall have forty-five (45) days beyond the cure period provided to Seller pursuant to this PPA to cure the condition. Buyer's and Seller's obligations under this PPA will otherwise remain in effect and required to be fully performed during any cure period.

(b) If the Financing Party or its Qualified Assignee (including any purchaser which meets the definition of a Qualified Assignee) has commenced and is diligently pursuing judicial proceedings to acquire title to or control of the System, or has acquired title to or taken control of the System, and in either event cures all existing Seller Events of Default that are capable of being cured by Financing Party or its Qualified Assignee subject to and within the time allowed

by Section 16.3(a) and assumes in writing the obligations of Seller hereunder, then this PPA will continue in full force and effect.

16.4 Notice of Defaults and Events of Default. Upon and at any relevant time after receipt of the notice provided for in Section 16.3(a), Buyer agrees to deliver to the Financing Party a copy of any notice of a Seller's default simultaneously with the delivery of such notice by Buyer to Seller.

ARTICLE 17. PURCHASE OPTION; END OF TERM AND END OF TERM OPTIONS

17.1 Grant of Purchase Option. Seller hereby grants to Buyer the right and option to purchase all of the Seller's right, title, and interest in and to the System on the terms set forth herein ("**Purchase Option**"). Buyer may exercise the Purchase Option on the seventh (7th) anniversary of the Commercial Operation Date and on each successive third (3rd) anniversary thereafter during the remainder of the Term, or simultaneously with the termination of this PPA pursuant to Section 8.2 (collectively, the "**Purchase Option Dates**"), provided that no Buyer Event of Default, or any event which with the passage of time will become a Buyer Event of Default, has then occurred and is ongoing.

17.2 Determination of Purchase Price. Buyer may, at any time within thirty (30) days following each Purchase Option Date, request a determination of the purchase price under the Purchase Option (the "**Purchase Price**"). The Parties shall attempt to determine the Purchase Price by mutual agreement. If the Parties have not agreed on the Purchase Price within thirty (30) days after Buyer's request for a Purchase Price determination, then the Purchase Price shall be the fair market value of the System, as determined by an independent appraiser retained by the Parties (the "**Independent Appraiser**"), provided that the Purchase Price shall in no event be less than the Termination Payment that would be due from Buyer to Seller if the PPA was terminated due to Buyer Event of Default at the Purchase Option Date. The Independent Appraiser shall be an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience, and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System, and who specifically has prior experience valuing solar energy generating facilities. The Independent Appraiser shall be reasonably acceptable to Seller. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three (3) years before his or her appointment have been) a director, officer, or an employee of, or directly or indirectly retained as consultant or adviser to, either of the Parties or their respective affiliates. The fair market value assessment of the System shall consider, among other things, the income and savings associated with the System for the remaining portion of the Term, and the System's past and projected performance. The Independent Appraiser shall make a determination of the Purchase Price within thirty (30) days of appointment (the "**Price Determination**"). Upon making the Price Determination, the Independent Appraiser shall provide a written notice thereof to both Seller and Buyer, along with all supporting documentation detailing the method of calculation of the Purchase Price. Except in the event of fraud or manifest error, the Price Determination shall be a final and binding determination of the fair market value. If Buyer wishes to exercise the Purchase Option following the Price Determination, it shall deliver an exercise notice to Seller within thirty (30) days of receipt of the Price Determination (the "**Exercise Period**"). Any such exercise notice shall be irrevocable once delivered. If Buyer does not exercise

the Purchase Option during the Exercise Period, then the Price Determination shall be null and void, and Buyer may not request a new determination of the Purchase Price until the next Purchase Option Date. Each Price Determination by an Independent Appraiser shall be at Buyer's expense, provided that in the event Buyer exercises the Purchase Option, the applicable Price Determination shall be at Seller's expense.

17.3 End of Term. Upon the expiration of this PPA, the Buyer may choose, in its sole discretion, one of the following options by providing written notice to Seller at least sixty (60) days prior to the end of the Term:

(a) **Extension of Term.** Provided no Event of Default by the Buyer has occurred and is continuing under this PPA, unless such Event of Default has been waived in writing by Seller, the Buyer may extend the Term for the System; or

(b) **Purchase of the System.** Provided no Event of Default by the Buyer has occurred and is continuing under this PPA, unless such Event of Default has been waived in writing by Seller, Buyer may purchase the System at a purchase price which is the then applicable fair market value of the System as determined by an independent third-party appraiser as mutually agreed by the Parties. If the Buyer exercises its option to purchase the System in a timely manner, the closing of such purchase, including the transfer of any relevant agreements and warranties, shall take place no later than one-hundred and twenty (120) days after the Buyer's exercise of its right to purchase the System at a time and place agreed upon by the Parties; or

(c) **Removal of the System.** The Buyer may require Seller, at Seller's sole cost and expense, to remove all tangible property comprising the System and, except as otherwise specified herein, return the portion of the Property on which the System was installed to its original condition, subject to ordinary wear and tear. Notwithstanding the foregoing, Seller may leave in place existing flashing on roof penetrations, provided Seller patches the roof at the Property as necessary or appropriate in the reasonable discretion of Seller and in accordance with any then existing roof warranty. Seller shall begin such removal on a mutually convenient date and make commercially reasonable efforts to complete such removal within ninety (90) days of expiration of the Term. Seller shall remove all System and support structures, leave in place existing flashing on roof penetrations and/or patch the roof at the Property as necessary or appropriate in the reasonable discretion of Seller and in accordance with any then existing roof warranty.

17.4 Failure to Elect. If, upon the expiration of the Term, Buyer fails to make an election pursuant to Section 17.3, the Term for the System will be extended automatically for one (1) year and may be further extended by mutual agreement for one (1) year terms (each, a "Renewal Term") unless earlier terminated in writing. Unless otherwise agreed to in writing by the Parties, during the Renewal Term of the System, the terms and conditions of this PPA shall remain in effect as to the System.

17.5 Payment for Service Rendered Prior to Termination. Upon any expiration or termination of the PPA, the Buyer will pay all fees owed to Seller for Energy delivered prior to

the expiration or termination of the PPA within thirty (30) days following such expiration or termination, or within the applicable payment period, whichever is shorter.

ARTICLE 18. MISCELLANEOUS

18.1 Governing Law. This PPA will be governed by the Laws of the State of Connecticut, without giving effect to principles of conflicts of laws.

18.2 Entire Agreement; Amendments. This PPA (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Without limiting the generality of the foregoing, the Parties acknowledge and agree that, as of the Effective Date of the PPA, (a) any and all prior agreements between the Parties relating to the subject matter of the PPA (collectively, the "*Prior Agreements*") are superseded in their entirety by the PPA, (b) the Prior Agreements are of no further force or effect and no longer the legal obligation of either Party, (c) no Party had, nor now has, any claim against, or liability or obligation to, the other Party under the Prior Agreements, and (d) no asset or property of either Party was, or now is, bound by, or subject to, any encumbrance, lien or other restriction by reason of the Prior Agreements. Except as otherwise expressly provided in this PPA, any amendment, modification or change to this PPA will be void unless in writing and executed by both Parties.

18.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either Party of a breach of any term or provision contained herein shall be effective unless signed and in writing and signed by the waiving Party. No consent by either Party to, or waiver of a breach by either Party, whether express or implied, shall be construed to operate as or constitute a consent to waiver of, or excuse of any other or subsequent or succeeding breach by either Party.

18.4 Severability. If any part, term, or provision of this PPA, is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal enforceable, and valid provision that is as similarly in tenor to the stricken provision, within the limits of applicable Law, and the remainder of this PPA will remain in full force.

18.5 No Third-Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

18.6 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any

obligation hereunder unless such obligations were assumed in writing by the Person against whom recourse is sought.

18.7 Relationship of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose unless expressly stated otherwise herein.

18.8 Attorneys' Fees; Costs. In the event of any action, claim, suit, proceeding, or arbitration between the Parties relating to this PPA or the subject matter hereof the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of such action claim, suit, proceeding, or arbitration in addition to any other relief granted or awarded. Each Party will bear its own costs and expenses relating to negotiating this PPA and any additional documents relating hereto or thereto.

18.9 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or other electronic transmissions (such as an email .pdf file) is binding upon the other Party as an original.

18.10 Further Assurances. The Parties shall at their own cost and expense do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

18.11 General Interpretation. The terms of this PPA have been negotiated by the Parties hereto and the language used in this PPA shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This PPA shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the PPA. No rule of strict construction will be applied against any person.

18.12 Forward Contract. The Parties acknowledge and agree that this PPA and the transactions consummated under this PPA constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

18.13 Dispute Resolution.

(a) In the event that any question, dispute, difference or claim arises out or in connection with this PPA, including any question regarding its existence, validity, performance or termination (a "Dispute"), then senior management personnel from both Seller and Buyer shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 18.13(b) shall apply.

(b) In the event the Parties are unable to resolve a Dispute pursuant to the provisions of Sections 18.13(a), the Parties agree that any State or Federal court located in Hartford County, Connecticut shall have exclusive jurisdiction and venue to hear all disputes arising out of or relating to this PPA. Further, notwithstanding anything in this PPA to the contrary, in the event a Party fails to perform as agreed upon hereunder, the non-breaching Party has the right to seek such injunctive relief and other equitable relief from that any State or Federal court located in Hartford County, Connecticut.

18.14 Rescission Period. Either Party may rescind this PPA, without penalty, by written notice delivered to and received by the other Party not later than three (3) Business Days after the Effective Date (the "*Rescission Period*")

18.15 Non-Appropriation. Buyer's funding is provided annually by the appropriation of funds through the Buyer's City Council. Buyer shall use best efforts to obtain sufficient funding for each fiscal year during the term hereof to meet its payment obligations to Seller pursuant to this PPA, including, without limitation, to request funding in each of its annual budget requests. If, however, despite those efforts, sufficient funds are not appropriated, Buyer may elect to terminate this PPA and shall promptly deliver notice to Seller as soon as practicable that sufficient funds were not appropriated. Buyer's notice shall state that the decision to terminate this PPA is due to non-appropriation of funds and shall specify an effective date of termination. To the extent permitted by law, and not to exceed the limitations of C.G.S. § 7-348 (as applicable), upon Buyer's decision to terminate this PPA, Buyer shall make a Termination Payment to Seller prior to the effective date of such termination. Seller may cease the provision of Energy following the effective date of termination and thereafter remove the System from the Property, or otherwise remain and continue its operations.

18.16 Non-substitution. In the event of a termination of this PPA due to non-appropriation of funds through the Buyer's City Council, the Buyer agrees, to the extent permitted by state law, not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any of the same and unique services performed by Seller under the terms of this PPA for a period of time equal to the remainder of the Term of this PPA, to be calculated as if the PPA had not been terminated, from the date of such non-appropriation of funds.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Seller and Buyer have signed this PPA through their duly authorized representatives effective as of the date first set forth above.

BRIDGEPORT BOARD OF EDUCATION

By: []

By: _____

Name:

Title:

CEFIA SOLAR SERVICES, INC. By: Bryan T. Garcia

By: _____

Name:

Title:

City of Bridgeport

By: _____

Name:

Title:

EXHIBIT A

PROPERTY

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, and know as 300 Laurel Avenue.

EXHIBIT B

PERMITTED ENCUMBRANCES

Any And All Provisions of Any Ordinance, Municipal Regulation, Or Public or Private Law.
Any State of Facts Which an Accurate Survey Would Disclose. Variance from the City of
Bridgeport dated November 7, 2001 and recorded November 7, 2001 in Volume 4738 at Page 14
of the Bridgeport Land Records. Variance from the City of Bridgeport dated November 7, 2001
and recorded November 7, 2001 in Volume 4738 at Page 17 of the Bridgeport Land Records.

EXHIBIT E

SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

1. **Definitions.** The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

(a) ***"Affiliate"*** means with respect to any entity, such entity's general partner or manager, employee, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such entity. For purposes of this definition, "control" (including, with its correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any such person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

(b) ***"Bankrupt"*** means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) is unable to pay its debts generally as they come due or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(c) ***"Beneficiary Designation"*** shall have the meaning ascribed to it in Section 3.2.

(d) ***"Business Day"*** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

(e) ***"Buyer"*** shall have the meaning ascribed to it in the Preamble.

(f) ***"Buyer Event of Default"*** has the meaning ascribed thereto in Section 8.3.

(g) ***"Buyer's Servicing Utility"*** means the utility from which the Buyer receives its electrical service, specifically The United Illuminating Company or its successor.

(h) “**CAMD**” means the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a program involving transferability of specific Environmental Attributes.

(i) “**Capacity Attributes**” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the System, intended to value any aspect of the capacity of the System to produce Energy or ancillary services, which may be counted toward any measure, regulation, requirement, or program of Buyer’s Servicing Utility, Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity.

(j) “**Claiming Party**” shall have the meaning ascribed to it in Section 7.3.

(k) “**Commercial Operation**” will begin on the day in which the entire System is mechanically complete, capable of providing electricity to the Delivery Point at its nameplate capacity and Seller is in receipt of all required approvals, signoffs and permits from any and all Governmental Entities and the Buyer’s Servicing Utility for the production and sale of Energy (including the resale of Energy to Buyer’s Servicing Utility).

(l) “**Commercial Operation Date**” means the date that the System achieves Commercial Operation to Seller’s satisfaction, intended to be the same date as the “In-Service Date” as defined in the Tariff Agreement, if applicable.

(m) “**Defaulting Party**” shall have the meaning ascribed to it in Section 8.1.

(n) “**Delivery Point**” means the interconnection points on the Property designated by the Buyer’s Servicing Utility.

(o) “**Effective Date**” shall have the meaning ascribed to it in the Preamble to this PPA.

(p) “**Emergency Repairs**” means any maintenance or repair necessary to address or prevent an unplanned interruption or reduction of Energy transmitted through the Interconnection Equipment from the System.

(q) “**Energy**” means electric energy (alternating current, expressed in kilowatt-hours) generated by the System. Energy does not include any attendant Environmental Attributes.

(r) “**Energy Payment Rate**” shall have the meaning ascribed to it in Section 3.4.

(s) “**Environmental Attributes**” means each of the following that is in effect as of the Effective Date: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Property is located or in other jurisdictions (collectively, “**Allowances**”) attributable to the ownership or operation of the System or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy during the Term, including any credits to be

evidenced by renewable energy certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise.

- (t) “*Environmental Conditions*” shall have the meaning ascribed to it in Section 11.1.
- (u) “*Environmental Law*” shall have the meaning ascribed to it in Section 11.1.
- (v) “*Event of Default*” shall have the meaning ascribed to it in Section 8.1.
- (w) “*Exercise Period*” shall have the meaning ascribed to it in Section 17.2.
- (x) “*Financing Party*” or “*Financing Parties*” shall mean any and all Persons or successors or assignees thereof lending money or extending credit to Seller or an Affiliate of Seller, or investing equity (including tax equity) in Seller or an Affiliate of Seller: (i) for the construction, term or permanent financing of the System; (ii) for working capital or other ordinary business requirement of the System (including but not limited to the maintenance, repair, replacement or improvement of the System); (iii) for any development financing, bridge financing, credit enhancement, credit support or interest rate protection in connection with the System; (iv) for the Seller’s operation of the System; or (v) for the purchase of the System and related rights and obligations of Seller.
- (y) “*Force Majeure*” means any event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) is not within the reasonable control, or is not the result of the negligence or willful misconduct, of the Claiming Party, and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided and shall be deemed to include, but not be limited to, acts of God, acts of civil or military authorities, acts of war or public enemy, insurrections, riots, strikes or other labor disturbances, fires, explosions, floods, interruption of transportation, embargoes, or other causes of a similar nature. Force Majeure will not be based on Buyer’s inability economically to use, or sell under the Tariff Documents, the Energy and Environmental Attributes purchased hereunder from Seller.
- (z) “*Governmental Approvals*” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are required to be obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the System, the production and delivery of Energy, and Environmental Attributes, or any other transactions or matter contemplated by this PPA (including those pertaining to electrical, Property, zoning, environmental and occupational safety and health requirements).

(aa) **“Governmental Charges”** means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, license fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Entity, independent system operator, utility, transmission and distribution provider or other similar entity, on or with respect to the Energy or this PPA.

(bb) **“Governmental Entity”** means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, program administrator or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any Person, owned, operated, managed or otherwise controlled thereby.

(cc) **“Hazardous Material”** shall have the meaning ascribed to it in Section 11.1.

(dd) **“Independent Appraiser”** shall have the meaning ascribed to it in Section 17.2.

(ee) **“Indemnified Parties”** shall have the meaning ascribed to it in Section 11.1.

(ff) **“Indemnitor”** shall have the meaning ascribed to it in Section 11.1.

(gg) **“Insolation”** shall have the meaning ascribed to it in Section 3.9.

(hh) **“Interconnection Agreement”** means the agreement for interconnection of the System with the distribution system of Buyer’s Servicing Utility.

(ii) **“Interconnection Equipment”** means that portion of the System, including mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Devices and equipment and utility interconnections, as required or appropriate to effect the interconnection of the System to the Property or to Buyer’s Servicing Utility.

(jj) **“ITC Credit”** means the applicable credit under Section 48 or Section 48E of the Internal Revenue Code of 1986, as each may be amended, supplemented, extended or replaced from time to time, and including all successor enactments or legislation relating thereto.

(kk) **“Late Payment Interest Rate”** means, for any date, the lesser of (i) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or, if not published on such day, on the most recent preceding day on which published), plus two percent (2%), and (ii) the maximum rate permitted by applicable Law.

(ll) **“Law”** means any national, regional, state or local law, statute, rule, regulation, code, ordinance, administrative ruling, judgment, decree, order or directive of any jurisdiction applicable to this PPA or the transaction contemplated hereby.

(mm) **“License”** shall have the meaning ascribed to it in Section 5.1(b).

(nn) **“License Term”** shall have the meaning ascribed to it in Section 5.1(b).

- (oo) “**Meter**” shall have the meaning ascribed to it in Section 6.5.
- (pp) “**Metering Device**” means any and all meters at or immediately before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy and delivered to the Delivery Point.
- (qq) “**Non-Defaulting Party**” shall have the meaning ascribed to it in Section 8.1(a).
- (rr) “**Parties**” shall mean Buyer and Seller, collectively or individually, as the context may require.
- (ss) “**Permitted Encumbrances**” means certain encumbrances set forth in Exhibit B.
- (tt) “**Permitted Transfer**” shall have the meaning ascribed to it in Section 15.1(b).
- (uu) “**Person**” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company, or any other entity of whatever nature.
- (vv) “**PPA**” means this Power Purchase Agreement.
- (ww) “**Price Determination**” shall have the meaning ascribed to it in Section 17.2.
- (xx) “**Project Site**” means the particular location on the Property of the System.
- (yy) “**Property**” shall have the meaning ascribed to it in the Recitals.
- (zz) “**Property Owner**” shall have the meaning ascribed to it in the Recitals.
- (aaa) “**Property Taxes**” shall have the meaning ascribed to it in Section 3.8.
- (bbb) “**Prudent Utility Practices**” means those practices, methods, and acts, that are commonly used by a significant portion of the solar powered electric generation industry in the United States using prudent engineering and operations to design and operate solar powered generating facilities and related electric equipment lawfully and with safety, dependability, efficiency, and economy, including all applicable requirements of Law. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible standards, practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers’ warranties and the requirements of governmental authorities of competent jurisdiction and the requirements of this PPA.
- (ccc) “**Prior Agreements**” shall have the meaning ascribed to it in Section 18.2.
- (ddd) “**Purchase Price**” shall have the meaning ascribed to it in Section 17.2.
- (eee) “**Purchase Option**” shall have the meaning ascribed to it in Section 17.1.
- (fff) “**Purchase Option Dates**” shall have the meaning ascribed to it in Section 17.1.

(ggg) “*Qualified Assignee*” means as it pertains to any assignment of this PPA by Seller, any entity that has competence and experience in the operation and maintenance of solar photovoltaic systems similar in size and type as the System and is financially capable of performing Seller’s obligations under this PPA, all as reasonably demonstrated by Seller to Buyer, and agrees in writing to assume Seller’s duties and obligations under the PPA.

(hhh) “*Rescission Period*” shall have the meaning ascribed to it in Section 18.14.

(iii) “*Representatives*” means, in respect of a Person, the officers, directors, employees, agents, advisors, contractors, or other representatives of such Person.

(jjj) “*Seller*” shall have the meaning ascribed to it in Preamble.

(kkk) “*Seller Event of Default*” has the meaning ascribed thereto in Section 8.2.

(lll) “*Seller Termination Default*” has the meaning ascribed thereto in Section 8.2.

(mmm) “*Seller’s Losses*” shall mean the value of financial losses associated with Energy and Environmental Attributes that the System is prevented from generating or delivering to, or that is not accepted at, the Delivery Point to the extent not caused by Seller or Force Majeure, as reasonably calculated by Seller with appropriate supporting documentation, during the applicable portion of the Term, equal to the sum of: (1) the value of Energy, and Environmental Attributes based on the Energy Payment Rate, Tariff Rate, and Seller’s Tariff Allocation, as may be applicable, determined on the basis of the seasonality and historical performance of the System during the applicable time period during the calendar year immediately prior (if such data is available, and if it is not then on the expected System output), (2) the value of any lost or recaptured Tax Benefits; and (3) Seller’s actual costs of connecting or disconnecting the System to or from the Property.

(nnn) “*Site Electrical System*” means Buyer’s existing electrical system for the supply and distribution of electricity to the Property, which system is interconnected with Buyer’s Servicing Utility.

(ooo) “*SUT*” shall have the meaning ascribed to it in Section 3.7.

(ppp) “*System*” means the solar electric generating facility that produces the Energy sold and purchased under this PPA as more particularly defined in Exhibit C hereto, including the Interconnection Equipment.

(qqq) “*System Assets*” means each and all of the assets of which the System is comprised, including Seller’s solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Property, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

(rrr) "**System Loss**" means loss, theft, damage or destruction of the System or System Assets, or any other occurrence or event that prevents or limits the System from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or other Force Majeure).

(sss) "**Tariff Agreement**" shall mean a tariff agreement associated with the System which may be entered into, pursuant to the Tariff Program, by the Buyer and Buyer's Servicing Utility.

(ttt) "**Tariff Documents**" shall have the meaning ascribed thereto in the Recitals.

(uuu) "**Tariff Program**" shall have the meaning ascribed thereto in the Recitals.

(vvv) "**Tariff Rate**" shall mean the per kilowatt hour rate, inclusive of any adders, for Environmental Attributes and, if applicable, Energy sold to Buyer's Servicing Utility and set forth in the Tariff Documents. In the event that the System utilizes the "Buy-All Tariff" or "Buy-All Incentive" (as defined in the Tariff Documents), the Tariff Rate shall be inclusive of Energy and Environmental Attributes. In the event that the System utilizes the "Netting Tariff" or "Netting Incentive" (as defined in the Tariff Documents), the Tariff Rate shall be solely with respect to Environmental Attributes.

(www) "**Tax Benefits**" means any tax benefit attributable to the System Assets or Energy including but not limited to (i) ITC Credit, (ii) accelerated depreciation attributable to the System Assets, and (ii) any other tax credit or tax write-offs allowed under applicable Law attributable to the System Assets or Energy, as each may be amended, supplemented, extended or replaced from time to time, and including all successor enactments or legislation relating thereto, irrespective of whether such Tax Benefits accrue for the benefit of Seller, any Affiliate, or any investor of Seller or any Affiliate of such investor.

(xxx) "**Term**" shall have the meaning ascribed thereto in Section 2.1.

(yyy) "**Termination Date**" means the date on which this PPA is terminated by Party a prior to the end of the Term.

(zzz) "**Termination Payment**" means an amount equal to the sum of the present values calculated at the per annum rate of interest equal to five percent (5%) of Seller's Losses for each year (or part thereof) remaining between the Termination Date and the end of the Term.

(aaaa) "**Third Party Monitor**" means an unaffiliated third party, selected in each case by Seller and reasonably approved by Buyer that provides, installs, operates or maintains the installation, operation, or maintenance of the Metering Device.

(bbbb) "**Transaction**" means any transaction between the Parties under the terms of this PPA.

2. **Rules of Interpretation.** In this PPA, unless expressly provided otherwise:

(a) the words “herein,” “hereunder” and “hereof” refer to the provisions of this PPA and a reference to a recital, Article, Section, subsection or paragraph of this PPA or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this PPA or other agreement in which it is used unless otherwise stated;

(b) references to this PPA, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

(c) reference to any Article, Section, or Exhibits means such Article of this PPA, Section of this PPA, or such Exhibit to this PPA, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(d) a reference to this PPA, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this PPA or such other agreement, instrument or provision, as the case may be;

(e) a reference to a statute or other Law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, Law or provision;

(f) the singular includes the plural and vice versa;

(g) a reference to a Person includes a reference to the Person’s executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;

(h) words of any gender shall include the corresponding words of the other gender;

(i) “including” means “including, but not limited to,” and other forms of the verb “to include” are to be interpreted similarly;

(j) references to “or” shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, “or” shall be interpreted to mean “and/or” rather than “either/or”);

(k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;

(m) if the time for performing an obligation under this PPA expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;

(n) a reference to (i) a day is a reference to a calendar day, (ii) a month is a reference to a calendar month, and (iii) a year is a reference to a calendar year;

(o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;

(p) references to any date in this PPA shall be deemed to mean such date as adjusted from time to time as permitted hereunder due to Force Majeure unless expressly stated otherwise; and

(q) if any index used in this PPA at any time becomes unavailable, whether as a result of such index no longer being published or the material alteration of the basis for calculating such index, then Seller and Buyer shall agree upon a substitute index that most closely approximates the unavailable index as in effect prior to such unavailability. If the base date of any such index is at any time reset, then the change to the index resulting therefrom shall be adjusted accordingly for purposes of this PPA.

EXHIBIT F
ENERGY PAYMENT RATE SCHEDULE

	Amount
Buyer's Tariff Allocation of the Tariff Rate in event of 30% ITC Credit	24.64%
Value of Buyer's Tariff Allocation in event of 30% ITC Credit	\$0.07
Seller's Tariff Allocation of the Tariff Rate in event of 30% ITC Credit	75.36%
Energy Payment Rate in event of 30% ITC Credit	\$0.21409

Bridgeport Public Schools

Educational Specifications Space Summary

May-26

Description	# students per room	# rooms	Sq Ft per room	Total Area
Pre-K -Kindergarten	15	5	900	4,500
Grade 1-8	8	22	900	19,800
Art Room		2	900	1,800
Music Room		1	900	900
Media Center		1	2,700	2,700
Gymnasium		1	4,700	4,700
Counselor Office		1	225	225
BCBA Office		1	225	225
Psychologist Office		1	225	225
Social Worker Office		1	225	225
Speech Language Hearing OT/PT		1	450	450
Sensory Break room		1	900	900
Sensory Break room		2	900	1,800
Principal Office		1	225	225
Assist Principal		1	225	225
Conference Room		1	450	450
Main Office		1	450	450
Cafeteria, Kitchen, Office		1	1,500	1,500
Custodial Office & Storage		1	900	900
Teacher Workroom		1	900	900
Instructional Storage		1	900	900
Total Square Footage				44,000
Total Students	251			
Student Capacity	263			

176

SS
75
176
251

Bridgeport Public Schools

Educational Specifications Space Summary

Academic Programs

Description	Staff Occupancy	Student Capacity	# rooms
Integrated PK-3	3	15	2
Integrated PK-4	3	15	2
Integrated Kindergarten	3	15	1
Intensive Classrooms Grade 1-8	3	8	22
Academic Program Total			

Specials

Description	Staff Occupancy	# students per room	# rooms
Art Room	1	15	1
Music Room	1	15	1
Media Center	1	15	1
Specials Total			

Physical Education

Description	Staff Occupancy	# students per room	# rooms
Gymnasium	-	16	1
Auxiliary Gym/Adaptive PE	-	8	1
PE Storage	-	-	1
PE Office	1	-	1
Physical Education Total			

Food Service

Description	Staff Occupancy	# students per room	# rooms
Student Dining	-	85	1
Warming Kitchen/Servery	5	-	1
Kitchen Storage	-	-	1
Food Service Total			

Support Services Suite

Description	Staff Occupancy	# students per room	# rooms
-------------	-----------------	---------------------	---------

Reception Area	1	-	1
Counselor Office	1	2-3	1
BCBA Office	1	2-3	1
Psychologist Office	1	2-3	1
Social Worker Office	1	2-3	1
Speech Language Hearing	1	2-3	1
Storage/Work Room/Testing	-	-	1
Support Services Suite Total			

Other Support Services

Description	Staff Occupancy	# students per room	# rooms
ELL Room	1	2-3	1
OT/PT	2	2-3	1
Small Group Rooms	1	2-3	4
Sensory Room	1	2-3	4
Other Support Services Total			

Administrative - Main Office

Description	Staff Occupancy	Staff per room	# rooms
Reception/Admin Area	2	2	1
Administrative Space	-	-	1
Principal Office	1	1	1
Assist Principal	1	1	1
Large Conference Room	20	-	1
Small Conference Room	10	-	1
Work Room/Copy Room	-	-	1

Health Suite

Description	Staff Occupancy	# students per room	# rooms
Nurse's Suite	1	3	1

Building Support

Description	Staff Occupancy	Staff per room	# rooms
Faculty Lounge	15	-	1
Instructional Storage	-	-	1
Custodial Office & Storage	3	-	1
Administrative Total			

Total Program Area
Outside Face of Walls @ 4%
Total Building Area @ 65% Gross Up
State Space Standard
Gross Square Feet
Net to Gross Ratio

Staff Counts

Teachers	27	1 per classroom
Paras	54	2 per classroom
Support/Admin Staff	23	
Total Staff	104	
Staff Parking	110	
Visitor Parking	25	
Total Parking	135	

Total Students	251	Revised number based on pr
Student Capacity	263	From original application

Playgrounds

Pre-K	
Lower El	
Upper El	
Grass Multi-purpose play field	For PE, not athletics
Paved play	Adjacent to cafeteria

Site Circulation

Primarily smaller busses and vans - queueing should be determined by transport;
 Integrated Programs - provide dedicated Pre-K drop off and dedicated Pre-K entr
 Parking and drop off adjacent to Pre-K wing of building
 Sidewalk connections to building
 Separate bus and parent loops

K-8 Enrollment Projected

BLC (K-8)	30	46	
Outplaced	30	50	ASD or Be
Neighborhood School Referrals	40	80	Growing €
Integrated K	15	15	
Pre-K	60	60	
	175	251	

Sq Ft per room	Total Area
1,100	2,200
1,100	2,200
1,100	1,100
800	17,600
	23,100

Sq Ft per room	Total Area
1,000	1,000
1,100	1,100
2,700	2,700
	4,800

Sq Ft per room	Total Area
3,100	3,100
1,600	1,600
500	500
150	150
	5,350

Sq Ft per room	Total Area
1,488	1,488
1,200	1,200
300	300
	2,988

Sq Ft per room	Total Area
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100	100
150	150
150	150
150	150
150	150
150	150
200	200
	1,050

Sq Ft per room	Total Area
200	200
500	500
400	1,600
450	1,800
	4,100

Sq Ft per room	Total Area
300	300
300	300
200	200
200	200
600	600
300	300
300	300

Sq Ft per room	Total Area
700	700

Sq Ft per room	Total Area
600	600
900	900
900	900
	5,300

46,688

48,555

74,700

44,601

75,500

0.62

goram

ation department
rance

Behavioral Students

enrollment in other programs

Notes

SF includes in-room toilet. Kidney tables. Cubbies. 3 teacher workstations (1 teacher 2 paras). Kidney tab
SF includes in-room toilet. Kidney tables. Cubbies. 3 teacher workstations (1 teacher 2 paras). Kidney tab
SF includes in-room toilet. Kidney tables. Cubbies. 3 teacher workstations (1 teacher 2 paras). Kidney tab
Include in-room toilets up to for CRs serving students up to 3rd Grade. 3 teacher workstations (1 teacher

Notes

With storage. Will serve grades 1-8. PK and K will have art in room. Flexible furniture. Sink (separate space for sen.
With storage. Will serve grades 1-8. PK and K will have art in room. Flexible furniture. Sink (separate space for sen.
SF includes book stacks, counter, work room, office, storage, computer area (partitioned), maker space a

Adjacency with Aux Gym - perhaps one large space with moveable partitions

Adjacency with Main Gym - perhaps one large space with moveable partitions. Use for OT/PT?

Notes

17.5 SF per student - 3 waves @ 85. Bench seating. K-8 students will use café. Pre-K will each lunch in cla
Need to verify space needs for warming kitchen

Notes

Support services suite. 1 workstation, seating for 1-2 students
Support services suite. 1 workstation, seating for 1-2 students
Support services suite. 1 workstation, seating for 1-2 students
Support services suite. 1 workstation, seating for 1-2 students
Support services suite. 1 workstation, seating for 1-2 students

Notes

In classroom wing. 1 workstation, seating for 1-2 students

Can leverage Aux Gym as a secondary space

Dispersed throughout the building in close proximity to the grade level classrooms.

Dispersed throughout the building in close proximity to the grade level classrooms. Partitioned spaces to allow mu

Notes

Waiting area, reception, etc. 2 workstations

Storage/Kitchenette/Bathroom/Mail Room

PPT

Parent meetings, small group

Notes

Includes office, exam room, bathroom, file/equipment storage, cot area (3 cots), waiting area

Notes

Disperse SF throughout the building

Disperse SF throughout the building

Need Space Waiver from OGA. Administrative?

Used in Conceptual Site Plan and Cost Estimate

ams (LEAP, SOAR, RISE)

les. In room lockers/cubbies

les. In room lockers/cubbies

les. In room lockers/cubbies

· 2 paras). Kidney tables. In room lockers/cubbies

sory issues)

sory issues). Includes equipment and instrument storage

area (partitioned) etc.

Pre-K eats in classrooms

multiple uses

Description	Staff Occupancy	Student Capacity	# of Rooms	SF Per Room	Total Area (SF)
Academic Programs					
<i>Integrated Program</i>					
Integrated PK-3	3	15	2	1,100	2,200
Integrated PK-4	3	15	2	1,100	2,200
Integrated Kindergarten	3	15	1	1,100	1,100
<i>Integrated Program Total</i>					5,500
<i>Intensive Program</i>					
Intensive Classrooms (1-8)	3	8	22	800	17,600
<i>Intensive Program Total</i>					17,600
Academic Programs Total	81	251	27		23,100
Specials					
Art Room	1	15	1	1,000	1,000
Music Room	1	15	1	1,100	1,100
Media Center	1	15	1	2,700	2,700
Specials Total	3	45	3		4,800
Food Service					
Student Dining	-	85	1	1,488	1,488
Warming Kitchen/Servery	5	-	1	1,200	1,200
Kitchen Storage	-	-	1	300	300
Food Service Total	5	-	-		2,988
Physical Education					
Gymnasium	-	16	1	3,100	3,100
Auxiliary Gym/Adaptive PE	-	8	1	1,600	1,600
PE Storage	-	-	1	500	500
PE Office	1	-	1	150	150
Physical Education Total	1	-	-		5,350

Description	Staff Occupancy	Student Capacity	# of Rooms	SF Per Room	Total Area (SF)
Administration & Support Services					
Support Services Suite					
Reception Area	1	-	1	100	100
Counselor Office	1	2-3	1	150	150
BCBA Office	1	2-3	1	150	150
Psychologist Office	1	2-3	1	150	150
Social Worker Office	1	2-3	1	150	150
Speech Language Hearing	1	2-3	1	150	150
Storage/Work Room/Testing	-	-	1	200	200
Support Services Suite Total	6				1,050
Other Support Services					
ELL Room	1	2-3	1	200	200
OT/PT	2	2-3	1	500	500
Small Group Rooms	1	2-3	4	400	1,600
Sensory Room	1	2-3	4	450	1,800
Other Support Services Total	5				4,100
Main Office					
Reception/Admin Area	2	2	1	300	300
Administrative Space	-	-	1	300	300
Principal Office	1	1	1	200	200
Assist Principal	1	1	1	200	200
Large Conference Room	20	-	1	600	600
Small Conference Room	10	-	1	300	300
Work Room/Copy Room	-	-	1	300	300
Main Office Total	4				2,200
Nurse's Suite					
Nurse's Suite	1	3	1	700	700
Nurse's Suite Total	1				700
Building Support					
Faculty Lounge	15	-	1	600	600
Instructional Storage	-	-	1	900	900
Custodial Office & Storage	3	-	1	900	900
Building Support Total	3				2,400
Administration & Support Services Total					10,450
Total Program Area					46,688
Estimated Gross Square Footage					75,500
Estimated Net-to-Gross Ratio					0.62

Estimated Gross Square Footage factors in building infrastructure such as wall thickness, restrooms, circulation, and building utilities. Typically, the program area makes up 62% to 65% of the building's total area



**BRIDGEPORT
PUBLIC SCHOOLS
Bridgeport, Connecticut**

**SPECIALIZED SCHOOL EDUCATIONAL
SPECIFICATIONS**

FOR

PK-8 SPECIALIZED INCLUSIVE SCHOOL

May 29, 2026

Board of Education

Administration

Executive Summary

Bridgeport Public Schools proposes the development of a new PK-8 Specialized Inclusive School to expand in-district capacity for students with autism, developmental delays, and significant behavioral or emotional regulation needs. The proposed school is a core priority of the district's long-range facilities and educational planning and is intended to reduce reliance on costly out-of-district placements while providing students with access to high-quality, evidence-based programming in their home community. The project includes construction of a new approximately 75,500-square-foot facility on the current Skane Early Childhood Center site, designed to serve approximately 251 students. The school will provide a continuum of integrated and intensive classroom settings, related services, sensory-responsive environments, and inclusive opportunities that align with state priorities, district goals, and the least restrictive environment. Collectively, this proposal represents an educational, operational, and fiscal investment that will strengthen student outcomes, family engagement, and long-term district capacity.

1. Bridgeport Core Mission and Vision

District Vision and Mission

Bridgeport Public Schools is committed to providing all students with access to a high-quality, equitable education within a collaborative, respectful, and transparent learning community that values strong partnerships with families, staff, and the broader community.

Specialized Inclusive School Vision and Mission

VISION

The Bridgeport Public Schools PK-8 Specialized Inclusive School will be a safe, supportive, and academically rigorous learning community designed for students with developmental delays, autism spectrum disorder, and behavioral or emotional regulation needs, alongside peers without disabilities in PK-K. The school will model inclusive excellence through predictable environments, high expectations, Universal Design for Learning, and evidence-based instruction.

MISSION

The mission of the school is to ensure that every student, regardless of disability, communication profile, sensory needs, or behavioral challenges, has access to grade-level instruction, individualized supports, and meaningful participation in the school community. The program will integrate evidence-based practices, trauma-informed approaches, and collaborative service delivery to support each student's academic, social-emotional, communication, and functional development.

Educational Goals for PK-8 Specialized Inclusive School

1. Reduce out-of-district placements by expanding high-quality in-district programming for students with autism, developmental delays, and behavioral or emotional regulation needs, and by transitioning students back to district-based programs when appropriate supports are in place.
2. Increase the percentage of students with disabilities who participate in general education for 80 percent or more of the school day, with documented supports and services in place.
3. Establish and sustain a fully operational Multi-Tiered System of Support for academics and behavior, supported by staff training and ongoing intervention cycles.
4. Increase functional communication for students with autism spectrum disorder and developmental delays by ensuring that identified students have augmentative and

alternative communication plans and demonstrate measurable progress toward communication goals.

5. Reduce office discipline referrals and crisis incidents through the implementation of Positive Behavioral Interventions and Supports, trauma-informed practices, and consistent individualized behavior intervention plans.
6. Ensure that all classrooms implement core environmental supports, including visual schedules, sensory tools, predictable routines, and designated calm-down spaces.
7. Increase family participation in school events, training, and Planning and Placement Team meetings for students with autism, developmental delays, and behavioral or emotional regulation needs.
8. Build staff capacity through annual targeted professional development in Applied Behavior Analysis-informed strategies, structured teaching, de-escalation, and inclusive instructional practices.
9. Improve academic growth for students with disabilities by increasing the percentage of students who meet annual growth targets in reading and mathematics.
10. Achieve full Individualized Education Program compliance and ensure that Individualized Education Programs meet district quality indicators.

2. Project Rationale

The Bridgeport Public Schools master plan establishes a long-term framework for capital investment, operational efficiency, and alignment with the district's educational vision over the next decade and beyond. As part of that planning process, the district developed 10-year enrollment projections, assessed school utilization, and identified priority facility needs. Among the most significant priorities is the creation of a new school designed to serve students with specialized needs and expand the district's capacity to educate those students within Bridgeport Public Schools.

The proposed PK-8 Specialized Inclusive School will address long-standing service gaps by establishing a purpose-built, state-approved continuum of services for students with autism, developmental delays, and significant behavioral or emotional regulation needs. Its primary purpose is to provide a high-quality, in-district alternative to out-of-district placements by offering specialized programming, integrated supports, and inclusive learning opportunities within students' home community. The school's program model will include the following components:

Bridgeport has one of the highest rates of out-of-district placements in the region. These placements:

- Separate students from their peers, siblings, and community
- Create long daily transportation times
- Limit opportunities for inclusive learning
- Cost the district millions of dollars annually in tuition and transportation
- Reflect systemic inequities in access to high-quality, in-district programming

The State of Connecticut's approval of this specialized school directly supports Bridgeport's commitment to reducing reliance on out-of-district placements, rebuilding in-district capacity, and ensuring that students can learn in their home community.

To address these gaps, the Specialized Inclusive School will deliver a comprehensive continuum of services within a single, purpose-built setting. Key program features will include:

- Autism programs with structured teaching, visual support, and sensory-responsive environments that align with evidence-based practices.
- Developmental delays programs with integrated therapies, early learning supports, and functional life skills instruction embedded throughout the day.
- Behavioral/therapeutic programs grounded in trauma-informed care, restorative practices and individualized behavior intervention planning.
- Inclusive classrooms in pre-k through kindergarten, where students without disabilities learn alongside peers with specialized needs
- Comprehensive related services including speech-language therapy, occupational therapy, physical therapy, Board Certified Behavioral Analyst (BCBA) services, and counseling.
- Sensory rooms, calming spaces, and predictable routines to help students regulate, reduce stress, and maintain readiness for learning.

By offering these services within Bridgeport, the district will be better positioned to serve students who currently require out-of-district placements, while increasing continuity, stability, and connection to their home community.

The Specialized Inclusive School is both an educational investment and a fiscally responsible strategy. Out-of-district placements currently cost Bridgeport approximately \$80,000 to \$250,000 per student per year, depending on program and transportation needs. By returning students to the district when appropriate, Bridgeport Public Schools will be able to:

- Reduce tuition expenditures
- Reduce transportation costs
- Reinvest savings into staffing, programming, and facilities
- Build long-term sustainability through internal capacity.

This approach strengthens the district's ability to serve students effectively while ensuring that resources remain invested in the local community.

This school also addresses long-standing inequities in access to specialized programming. Bridgeport families should have access to high-quality, community-based options for students with complex academic, communication, and behavioral needs. Returning students to the district will:

- Strengthen family engagement through proximity and consistent communication
- Reduce travel burdens for students who currently spend significant time in transportation
- Ensure culturally responsive, community-based services rooted in the Bridgeport community
- Promotes inclusive opportunities with nondisabled peers.
- Build trust between families and the district through transparency and high-quality programming

The State of Connecticut's approval of this school reflects confidence in Bridgeport's ability to build a strong, sustainable program. The Specialized Inclusive School aligns with state priorities by:

- Expanding in-district capacity for students with intensive academic and behavioral needs
- Increasing access to the least restrictive environment (LRE)
- Reducing unnecessary segregated placements
- Ensuring compliance with IDEA and Connecticut special education regulations
- Providing a continuum of services within a single, cohesive building

The new school will include:

- Sensory-responsive classrooms
- Therapy suites for OT, PT, and speech
- Behavioral support and calming rooms
- Inclusive playgrounds and adaptive equipment
- Technology-rich learning environments
- Safe, predictable, and accessible building design

These features are essential to supporting students with autism, developmental delays, and behavioral needs, while also strengthening the overall learning environment for all students.

3. The Project

Objective: Establish a high-quality, state-approved PK-8 Specialized Inclusive School that expands Bridgeport Public Schools’ capacity to serve students with autism, developmental delays, and significant behavioral or emotional regulation needs within the district. The school will reduce reliance on out-of-district placements, support the return of students to district-based programs when appropriate, and provide a comprehensive continuum of evidence-based services in a purpose-built facility. Through structured teaching, therapeutic supports, integrated related services, and inclusive learning opportunities, the school will enable students to learn successfully in their home community while advancing academic, social-emotional, communication, and functional outcomes.

The project includes abatement of hazardous materials in the existing Skane facilities, followed by demolition of those structures and construction of a new approximately 75,500-square-foot building designed to serve approximately 251 students.

School: Name to be determined

Project Type: New Construction

Design Enrollment: 251 students in grades PK-8

Location: The school will be constructed on the current Skane Early Childhood Center site following relocation of the existing program to John Winthrop Elementary School upon completion of that project.

Peak Projected Enrollment

Unlike traditional neighborhood- or magnet elementary schools, peak projected enrollment at the new PK-8 Specialized Inclusive School is driven by program availability and demand, rather than neighborhood demographics. It is anticipated that the new PK-8 Specialized Inclusive School will house PK-8 programs relocated from the Bridgeport Learning Center (BLC) currently housed at Sheriden School, accept referred students with autism, developmental delays, and behavioral or emotional regulation needs in neighborhood schools in need of a more intensive setting, and allow students currently outplaced to other facilities to return to Bridgeport Public Schools. In addition, the school will expand district opportunities for integrated Pre-K and kindergarten for students with developmental delays, allowing students to learn in an integrated setting with typical peers.

Integrated Pre-K program (PK-3 and PK-4):	60 students
Integrated Kindergarten program:	15 students
Intensive Programs (Grades 1 through 8):	176 students
Total Program Capacity:	251 students

4. Educational Activities and Program Areas

The classroom program at the Bridgeport Public Schools Specialized Inclusive School is designed to provide a continuum of integrated and intensive settings across grades PK-8. This model supports inclusive access where appropriate, specialized intervention aligned to student needs, and developmentally appropriate programming across the full range of services offered by the school.

Program Areas

Program areas describe the educational and support areas that share common educational characteristics.

Unless otherwise noted, every space except storage areas is expected to include the following features with specific features meeting Bridgeport Public Schools's district standards:

- Air conditioned and adequate air ventilation
- Soft color, dimmable LED lighting
- Room darkening shades on all windows, and glass panels on doors
- Safe and durable flooring materials and finishes that meet the function of each space.
- Wireless/internet access and sufficient infrastructure to support one-to-one computing for students and staff
- Multiple electrical outlets and USB charging outlets per space
- Fire alarm system
- School-wide intercom System
- Sprinkler system
- Emergency lighting as required by code
- Telephone
- Acoustical insulation for soundproofing
- ADA compliant building standards
- Adequate storage to support the function of each space
- Flexible, age-appropriate furniture to support the function of each space
- Classroom and teacher technology per the Bridgeport Public Schools standards

Integrated Pre-Kindergarten and Kindergarten Classrooms

Educational Purpose

Academic classrooms for Pre-Kindergarten and Kindergarten will provide opportunities for collaborative and interactive learning in an age-appropriate setting. As an integrated program, these rooms will accommodate students with developmental delays, as well as a roughly equal number of typical peers. Two classrooms will be provided for PK-3, two classrooms will be provided for PK-4, and one classroom will be provided for kindergarten.

Desired Adjacencies

Pre-Kindergarten and Kindergarten classrooms will be located on the ground floor of the building with direct access to dedicated and age-appropriate playground facilities.

Characteristics:

Classrooms will contain flexible, movable, and age-appropriate furniture (kidney tables) and equipment to support different instructional arrangements for up to fifteen (15) students per classroom. In room storage and cubbies will be provided. Spaces should be designed to maximize access to natural light, and should have access to an age-appropriate playground. Each classroom should be served by a dedicated toilet room with sinks.

Each room will feature a typical teacher workstation, two workstations for paraprofessionals, and adequate storage for instructional materials. All staff should have lockable filing cabinets for records.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Integrated PK-3	3	15	2	1,100 SF (includes toilet room)	2,200 SF
Integrated PK-4	3	15	2	1,100 SF (includes toilet room)	2,200 SF
Integrated Kindergarten	3	15	1	1,100 SF (includes toilet room)	1,100 SF

Intensive Classrooms: Grade 1 to Grade 8

Educational Purpose

Intensive classrooms for students in grades 1 through 8 will support collaborative, interactive learning. These classrooms will serve students with Autism Spectrum Disorders (ASD), behavioral and emotional disorders, therapeutic and other intensive needs that cannot be met in a typical classroom setting. These classrooms will provide small-group instruction for approximately eight (8) students. Students will be organized by program, with ASD and Behavioral Program students having separate classroom spaces. Within each program, classrooms will be separated by grade, when possible. If enrollment warrants, multiple grades may receive instruction in the same classroom space. Due to the dynamic enrollment within these programs, all intensive classrooms are designed to be identical, regardless of program. This allows classrooms to be flexible, and switch between the various intensive programs, or accommodate new programs in the future.

Desired Adjacencies

Ideally, the lower elementary grades (1st through 3rd grade), upper elementary grades (4th through 5th grade), and middle school grades (6th through 8th grade) will be located in distinct areas of the building and proximate to one-another to maximize interactions with their age-appropriate peers. The lower grades should be located on the ground floor of the building.

Characteristics:

Intensive classrooms will contain flexible, movable, and age-appropriate furniture (kidney tables) and equipment to support different instructional arrangements. In room cubbies or lockers should be provided. Spaces should be designed to maximize access to natural light, and potentially provide access to a secure outdoor learning area.

Each classroom will feature a typical teacher workstation, two paraprofessional workstations, and adequate storage for instructional materials. All staff should have lockable filing cabinets for records.

Attached toilet rooms with sinks are desirable for all intensive classrooms, but at a minimum should be included in all classrooms serving 1st through 3rd grade students.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Intensive Classrooms (1-8)	3	8	22	800 SF	17,600 SF

Art Classroom

Educational Purpose

The art program will be designed to support hands-on, multi-media instruction for up to fifteen (15) students. The Art classroom will be supported by a separate project storage room and be configured to store a cart for push-in Art classes for Pre-Kindergarten.

Desired Adjacencies

The art classroom should be centrally located within the building on the main floor to minimize travel time between the classroom spaces. The classroom should maximize the use of natural light and direct access to the outdoors is desirable.

Characteristics:

The art classroom space will contain movable, flexible furniture and stools to support different instructional layouts. Age-appropriate furniture and workspaces will be provided to serve both elementary- and middle-school aged students. The classroom should contain perimeter counters with in-room storage, sinks with clay traps (with at least one ADA compliant sink). The classroom includes a typical instructor station with integrated technology, demonstration table, magnetic pin-up boards, and drying racks.

Support Spaces:

The art classroom should have an attached storage room for equipment and materials.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Art Classroom	1	15	1	900 SF classroom 100 SF storage	1,000 SF

Music Classroom

Educational Purpose

The new PK-8 Specialized Inclusive School will offer spaces to support music curriculum. The music classroom will provide seating for fifteen (15) students and will support exploration music instruction.

Desired Adjacencies

The music classroom should have proper acoustical and locational separation from core academic areas. Storage areas should be attached to the music classroom.

Characteristics:

The music classroom should have proper sound isolation design and acoustical treatments. Furniture should be flexible and movable to allow for multiple instructional layouts. Age-appropriate furniture and workspaces will be provided to serve both elementary- and middle-school aged students.

Support Spaces:

The music classroom will be supported by storage spaces for materials and equipment (100 NSF) as well as instruments (100 NSF). The instrument storage room should contain an in-room sink for cleaning instruments and be configured to store a cart for push-in Music classes for Pre-Kindergarten.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Music Classroom	1	15	1	900 SF classroom 100 SF general storage 100 SF instrument storage	1,100 SF

Media Center

Educational Purpose

The Media Center will serve as a collaborative hub of the school, containing both print and digital materials that support instruction and fostering both large- and small-group instruction. The Media Center will feature a range of spaces to support different learning styles and functions, including quiet reading areas, classroom/presentation areas, a maker space area, and student computer workstations. A maker space will be located within a portioned area of the Media Center, providing hands-on learning opportunities for up to fifteen (15) students.

Desired Adjacencies

The Media Center should be centrally located within the building and provide acoustical separation between the different use areas, where appropriate.

Characteristics:

The Media Center should be designed to allow multiple activities to take place at the same time. Furniture should be flexible, movable, and comfortable. Technology should be integrated into the space. The maker space area will contain open work tables and storage bins for project materials.

Support Spaces:

The office/ workroom will support staff with a worktable, sink, counter with perimeter cabinets, copier, fax, and laminator.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Media Center	1	15	1	2,700 SF <i>(Includes work room, office, maker space area, and computer area)</i>	2,700 SF

Food Services

Educational Purpose

School meals are critical to student health and well-being. The kitchen will be a warming kitchen, serving meals that are largely prepared off site. The student dining area will serve as a communal space where up to eighty-five (85) students can eat and socialize in three lunch waves.

Desired Adjacencies

The warming kitchen and storage areas should be located near the loading dock. Restrooms shall be located in close proximity.

Characteristics:

The student dining area will consist of seating for approximately eighty-five (85) seats, and will accommodate students in three lunch waves. Lunch waves will serve multiple grades at a time. The cafeteria tables and chairs should be flexible and provide a range of seating options that are age- and need-appropriate. Appropriate lighting, materials, and acoustical treatments will be used. Provision of natural light is desirable.

The warming kitchen should contain multiple sinks, durable non-slip flooring, storage room, dishwasher room with necessary utilities, serving lines with hot and cold units, and utility carts. The warming kitchen should have proximate access to loading dock to facilitate delivery of meals and supplies.

Support Spaces:

Food service support spaces include storage areas, staff lockers, a small office, and a staff toilet room.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Student Dining	-	85 <i>(3 waves)</i>	1	1,488 SF <i>(17.5 SF per student)</i>	1,488 SF
Warming Kitchen	5	-	1	1,200 SF	1,200 SF
Kitchen Storage	-	-	1	300 SF	300 SF

Physical Education

Educational Purpose

The new PK-8 Specialized Inclusive School will house a physical education program that bolsters students’ health and well-being. Up to two classes (16 students) are anticipated to be served concurrently. The gymnasium will contain hardwood floors and support a range of athletic activities. The gymnasium will contain flexible striping and infrastructure such as stanchions to support a range of other sports, including volleyball. Separate storage areas provided for PE equipment will be provided.

A separate Auxiliary Gym will be provided for Adaptive Physical Education, creating an inclusive environment designed to provide safe and accessible movement, sensory, and motor-skill development for students with disabilities. In addition, the Auxiliary Gym is intended to support the school’s Occupational Therapy and Physical Therapy programs, as needed.

Desired Adjacencies

The gymnasium should have direct access to the outdoors and should be located away from academic areas. The Auxiliary Gym should be located adjacent to the main gymnasium. Ideally this space would be separated with a motorized movable partition that can be opened up to create one large space to support community athletic uses and school-wide events. This space should be zoned in a way to allow community use after hours while maintaining separation from academic areas.

Characteristics:

The gymnasium will be striped to accommodate multiple sports inclusive of basketball, volleyball and badminton. This space should contain adjustable rim-height basketball goals. Bottle fillers and drinking fountains should be provided proximate to the gymnasium.

Support Spaces:

Physical education uses will be supported by separate storage areas for PE equipment, and one staff office with a staff bathroom.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Main Gymnasium	1	16	1	3,100 SF	3,100 SF
Auxiliary Gymnasium	1	8	1	1,600 SF	1,600 SF
PE Storage	-	-	1	500 SF	500 SF
PE Office	1	-	1	150 SF Includes toilet room	150 SF

Administration: Support Services Suite

Educational Purpose

The Support Services suite provides space for professionals who contribute to student success including school counselor, social worker, psychologist, and speech language pathologist. Primarily office uses, most office spaces should accommodate staff as well as small groups of 2 to 3 students/parents. A shared waiting room will support all of the office uses with seating for 3.

Desired Adjacencies

All support services suite functions should be co-located in a suite with shared access to a workroom, testing room, and file/equipment storage room. The Support Services Suite should be located adjacent to the Main Office to leverage shared use of support spaces such as the conference room.

Characteristics:

The support services suite will provide a series of private spaces that support one-on-one and small group student support services. Each space will contain furniture, finishes, and décor that align with its function. Ample guest seating should be provided in office spaces and in public waiting areas.

Support Spaces:

Support spaces include a copy/workroom, file/equipment storage, and a testing area.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Reception Area	1	3	1	100 SF	100 SF
Counselor Office	1	2-3	1	150 SF	150 SF
BCBA Office	1	2-3	1	150 SF	150 SF
Psychologist Office	1	2-3	1	150 SF	150 SF
Social Worker Office	1	2-3	1	150 SF	150 SF
Speech Language Off.	1	2-3	1	150 SF	150 SF
Storage/Work Room/Testing Area	-	-	-	200 SF	200 SF

Administration: Other Student Support Services

Educational Purpose

This includes spaces for other support services for students, including an English Language Learner (ELL) room, OT/PT room, sensory rooms, and flexible small group rooms. Small Group Rooms will provide flexible learning environments for students who would benefit from pull-out services outside of their regular classroom. Sensory Rooms will provide a calming space to help students regulate emotions and manage overstimulation.

Desired Adjacencies

Sensory rooms and flexible small group rooms should be dispersed throughout the classroom wings to maximize access for students. The OT/PT room should be located proximate to the Auxiliary Gym and Adaptive PE space. The ELL room should be located in close proximity to the intensive classrooms to minimize student travel times.

Characteristics:

Each space will contain furniture, finishes, and décor that align with its function. The ELL room will include a typical office setup with a teacher workstation and small seating area for 3-4 students. The OT/PT room will include a staff workstation, secure file storage, and an attached storage room for equipment. Small group rooms should contain a staff desk, flexible, and movable furniture (kidney tables) that supports a range of uses. The Sensory Rooms should contain specialized equipment to provide tailored visual, auditory, tactile, and movement inputs. These space should contain partitions to allow the space to be used by multiple students simultaneously.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
English Language Learner (ELL) Room	1	3-4	1	200 SF	200 SF
OT/PT	2	2-3	1	500 SF	500 SF
Small Group Rooms	1	2-3	4	400 SF	1,600 SF
Sensory Room	1	2-3	4	450 SF	1,800 SF

Administration: Main Office

Educational Purpose

The Main office will serve as the primary point of entry into the building for visitors. Controlled and secure entry in the building should align with the district’s security standards. It will house the building’s leadership, administrative staff, and security staff. The main office will also contain shared spaces that support building operations including a mailroom, conference rooms, copy/workroom, and secure records storage area.

Desired Adjacencies

Most main office functions will be clustered together in the Main Office Suite. This will centrally located within the building, adjacent to a secured main entry for visibility purposes, and located to maximize natural surveillance of the building interior and exterior. Proximity to the Support Services Suite is desirable to facilitate shared use of conference and work rooms.

Characteristics:

The main office will be designed to create a welcoming environment into the school while also maintaining a secure school environment. The main office will contain a mix of office areas and open workstations, with furniture, finishes, and décor aligning with the function of each space. Ample guest seating should be provided in office spaces and in public waiting areas.

Administrative office staff and school security staff will control the main entrance via a secure vestibule.

Support Spaces:

The main office suite will contain a range of support spaces including a waiting area, mailroom, records storage room, copy/workroom, two conference rooms, and toilet room.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Reception/Admin. Area	2	2	1	300 SF	300 SF
Principal Office	1	1	1	200 SF	200 SF
Assist Principal	1	1	1	200 SF	200 SF
Large Conference Room	20	-	1	600 SF	600 SF
Small Conference Room	10	-	1	300 SF	300 SF
Work/Copy Room	-	-	1	300 SF	300 SF
Kitchenette, Storage, and Toilets	-	-	-	300 SF	300 SF

Administration: Nurse's Suite

Educational Purpose

The Nurse's Suite will provide services that benefit students' physical and mental health. Spaces will be designed to meet student and staff needs, while protecting patient privacy.

Desired Adjacencies

The school nurses office will be centrally located near the building entrance and main office, but the entrance should be located in a low-profile area so as to protect student privacy.

Characteristics:

The Nurse's Suite will be designed to create a welcoming environment while also maintaining patient privacy. It will consist of a waiting area, office, resting/cot room, exam room, and triage counter within the main suite. Furniture, finishes, equipment, and décor should align with the function of each clinical space, office, and workstation. Lockable storage shall be provided for patient files and medicines. A guest seat should be provided in the exam room, and office. The suite shall contain a work counter with sink, refrigerator, and ample and secure storage for equipment, medicines, and patient records.

Support Spaces:

Support spaces include a waiting area with seating for 3, toilet room with a powered changing table, and a records storage room.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Nurse's Suite	1	3	-	700 SF <i>Includes waiting area, office, cot room, exam room, storage, and toilet room.</i>	700 SF

Building Support

Educational Purpose

Building support areas include custodial offices, instructional storage, and the faculty lounge and provide space for essential staff functions.

Desired Adjacencies

Instructional storage should be dispersed throughout the academic wings of the buildings, providing proximity to staff. Custodial offices should be located adjacent to other core building functions such as the loading dock, and mechanical rooms. Custodial storage should be dispersed throughout the building.

Characteristics:

The faculty lounge should contain a kitchenette, sink, refrigerator, coffee maker, microwave, dining table with seating for up to fifteen (15) staff and an attached toilet room. The custodial offices should contain appropriate workstations, lighting, storage for staff as well as an attached toilet room. All storage areas should contain appropriate shelving to support their intended use.

Description	Staff Occupancy	Student Occupancy	# of Rooms	Sq. Ft. per Room	Total Area
Faculty Lounge	15	-	1	600 SF	600 SF
Instructional Storage	-	-	1	900 SF	900 SF
Custodial Office & Storage	3	-	1	900 SF	900 SF

Total Program Area and Gross Square Footage

A total program area of 46,688 square feet was described on the prior pages. It is important to note that the program area (also known as net square footage, or NSF) does not factor in building infrastructure such as wall thickness, restrooms, circulation, and building utilities. For new construction, typically the program area makes up 62% to 65% of a building's total area (gross square footage) while the remainder is used for building infrastructure. The estimated Gross Square Footage of the building is 75,500 SF, which represents a net-to-gross ratio of about 62%. This is design specific and will be evaluated in greater detail as part of the future design process.

Space Program Summary (Continued on Following Page)

Description	Staff Occupancy	Student Capacity	# of Rooms	SF Per Room	Total Area (SF)
Academic Programs					
Integrated Program					
Integrated PK-3	3	15	2	1,100	2,200
Integrated PK-4	3	15	2	1,100	2,200
Integrated Kindergarten	3	15	1	1,100	1,100
Integrated Program Total					5,500
Intensive Program					
Intensive Classrooms (1-8)	3	8	22	800	17,600
Intensive Program Total					17,600
Academic Programs Total	81	251	27		23,100
Specials					
Art Room	1	15	1	1,000	1,000
Music Room	1	15	1	1,100	1,100
Media Center	1	15	1	2,700	2,700
Specials Total	3	45	3		4,800
Food Service					
Student Dining	-	85	1	1,488	1,488
Warming Kitchen/Servery	5	-	1	1,200	1,200
Kitchen Storage	-	-	1	300	300
Food Service Total	5	-	-		2,988
Physical Education					
Gymnasium	-	16	1	3,100	3,100
Auxiliary Gym/Adaptive PE	-	8	1	1,600	1,600
PE Storage	-	-	1	500	500
PE Office	1	-	1	150	150
Physical Education Total	1	-	-		5,350

Space Program Summary (Continued from Previous Page)

Description	Staff Occupancy	Student Capacity	# of Rooms	SF Per Room	Total Area (SF)
Administration & Support Services					
Support Services Suite					
Reception Area	1	-	1	100	100
Counselor Office	1	2-3	1	150	150
BCBA Office	1	2-3	1	150	150
Psychologist Office	1	2-3	1	150	150
Social Worker Office	1	2-3	1	150	150
Speech Language Hearing	1	2-3	1	150	150
Storage/Work Room/Testing	-	-	1	200	200
Support Services Suite Total	6				1,050
Other Support Services					
ELL Room	1	2-3	1	200	200
OT/PT	2	2-3	1	500	500
Small Group Rooms	1	2-3	4	400	1,600
Sensory Room	1	2-3	4	450	1,800
Other Support Services Total	5				4,100
Main Office					
Reception/Admin Area	2	2	1	300	300
Administrative Space	-	-	1	300	300
Principal Office	1	1	1	200	200
Assist Principal	1	1	1	200	200
Large Conference Room	20	-	1	600	600
Small Conference Room	10	-	1	300	300
Work Room/Copy Room	-	-	1	300	300
Main Office Total	4				2,200
Nurse's Suite					
Nurse's Suite	1	3	1	700	700
Nurse's Suite Total	1				700
Building Support					
Faculty Lounge	15	-	1	600	600
Instructional Storage	-	-	1	900	900
Custodial Office & Storage	3	-	1	900	900
Building Support Total	3				2,400
Administration & Support Services Total					10,450
Total Program Area					46,688
Estimated Gross Square Footage					75,500
Estimated Net-to-Gross Ratio					0.62

Estimated Gross Square Footage factors in building infrastructure such as wall thickness, restrooms, circulation, and building utilities. Typically, the program area makes up 62% to 65% of the building's total area

5. Building Systems

All new construction shall be designed and constructed in compliance with local, state and federal building codes and other codes or Connecticut General Statutes applicable to school construction, enacted at the time the building design is submitted for a building permit. Where applicable, building systems should align with Bridgeport Public School Standards.

Safety and Security Systems

The expanded new PK-8 Specialized Inclusive School shall be designed to employ guidelines of the Connecticut School Safety Infrastructure Criteria (SSIC) as required by Connecticut General Statutes.

Main Entry

The main entry should be designed with the following features:

- Single point of building entry for visitors during normal operating hours with a secured vestibule permitting access via remote “buzz-in” from a security post, or administrator that has video surveillance of the visitor requesting access.
- Ballistic resistant, and/or forced-entry resistant glazing systems in secure door and window framing at locations around the building exterior as determined by the building committee and superintendent.
- Designed to maximize natural surveillance to the school building and grounds.

Access Control System

All building entry points and internal doors to spaces designated for access control shall be controlled by card, fob, or keypad access.

Separation of Community Use Areas

Community use areas such as the gymnasium and cafeteria should be securely separated from educational program areas. Community use areas should be designed to provide access and egress to the public and have adequate bathroom facilities to support community use outside of school hours.

Intrusion Detection System

Video cameras will be installed both on the exterior and interior of the building. An intrusion alarm system along with a card reader system will be implemented.

Fire Alarm System

The building will incorporate a fully addressable analog, manual, and automatic fire alarm system.

Fire Protection System

The building will include an automatic sprinkler system throughout that meets current codes and standards. Open flame cooking devices will be protected with automatic extinguishing devices in compliance with current code standards. Portable fire extinguishers will be provided in accordance with current fire codes.

Technology

All normally occupied teaching spaces, offices, staff rooms, administrative spaces, mechanical rooms, kitchen, and receiving area should be linked by a telephone and speaker which provides public address, emergency, outside line access, and internal private communications. The system shall have a minimum of the following functions:

- All spaces, indoor and outdoor, shall receive emergency call announcements;
- Ability to switch all calls to specific telephones after hours;
- Ability to access intercom system from outside the school;
- Ability to limit out of local area calls from specific phones;
- High volume "night bells" for telephone system;
- All offices and teaching spaces to be equipped with networked computers for staff members;
- All classrooms to have networked computer communications and built-in interactive flat-panel displays;
- Voice, data and video broadcast and reception capability, including multi-channel communication, available for all teaching stations and the main office (including through an integrated communication system).
- All cabling should be fiber optic with OCT connections.
- Spare conduit or cabling trays should be included for future upgrades and expansion.
- The building should be canvassed and supported by ample wireless access points (WAP's) for optimal wireless network coverage.
- Remote media retrieval system in each classroom.

Public Address System

A public address system will support both internal building communications and external communications. This system should be designed in conjunction with other technology and communications components of the building.

Phone System

A comprehensive district-integrated phone system will be installed and should be designed in conjunction with other technology and communication components of the building. Phones should be installed in each office, instructional, and support spaces and should adhere to the district standard phone system.

Clocks

Satellite-controlled clocks should be installed in each office, instructional, and support spaces.

Mechanical Systems

Heating, Ventilation, and Air Conditioning (HVAC) Systems

A comprehensive HVAC system will provide heating, air conditioning, and fresh air throughout the building while adhering to indoor air quality and code standards. An energy management system will be installed along with a water-cooled system with backup capacity.

Electrical Systems

All new electrical system shall be designed to meet current code standards. An emergency generator will be provided to support life safety and other key systems as defined by district and city standards. The building may be designed to accommodate roof-mounted solar panel infrastructure. Installation of underground infrastructure such as conduits should be considered as part of the site design process to accommodate future EV charging stations.

Plumbing Systems

The renovated and expanded building will comply with current code standards. ADA-compliant, and age-appropriate fixtures should be incorporated into each space. Fixtures that minimize water usage are desirable.

Energy and Environmental Plan

Per State of Connecticut requirements for public school construction the project will be designed to exceed CT High Performance Building standards, and will include features that minimize EUI (Energy Use Intensity) and that could achieve a Net Zero Energy Building. Potential design considerations include passive design strategies including the best solar orientation, building thermal mass, providing a well-insulated envelope, maximizing daylight and views, connecting to the outdoors, minimizing the layering of finish materials, and designing for ease of maintenance.

Renewable energy sources to be considered include, but are not limited to, geothermal systems, earth ducts, ice storage, co-generation, wind generation, photo-voltaic solar collectors, greywater harvesting, solar hot water evacuated collectors, condensing boilers, energy efficient lighting, access to daylight in occupied spaces, enhanced storm water strategies, and water conserving systems. The building committee, along with the design team, will analyze the viability of these strategies based on energy efficiency (by using energy modeling to analyze options), constraints of the site, budget limitations, and the overall application in the design.

6. Interior Building Environment

All interior building environment elements shall meet code requirements and should align with Bridgeport Public Schools standards.

Accessibility

The entire facility shall be accessible for all students, staff and visitors and comply with all accessibility codes in-force at the time the building is permitted for construction, inclusive of wayfinding and signage.

Acoustics

Learning spaces in the building shall be designed to comply with all applicable acoustical performance requirements.

Lighting

Maximize natural daylighting for building illumination as much as practical, to be supplemented with artificial lighting to provide appropriate light levels for the intended function of each space. Artificial lighting fixtures shall be LED as much as possible, and the building shall be designed to minimize lighting power density as much as possible, while maintaining adequate lighting levels. Occupancy sensors should be installed.

Comfort

The building shall be designed to provide thermal comfort for all occupants with controls that will permit individual temperature adjustment for individual spaces. Refer to HVAC system in chapter 5.

Floors

Finish flooring shall be specified to suit the function of the space in which it's installed. Generally resilient flooring materials that provide durable, easy-to-clean and maintain shall be used for the majority of spaces. Specialty areas may warrant more decorative or water/slip resistant flooring applications such as the entrance lobby, or rest rooms and kitchen spaces respectively.

Ceilings

Ceilings shall be predominantly suspended acoustical tile, with gypsum -board, or other specialty ceiling systems specified for unique areas as appropriate for the function, or desired aesthetic effect.

Walls

Wall construction shall be unit masonry construction for areas of high abuse and limited supervision, inclusive of but not limited to corridors, stair wells, rest rooms, locker rooms and service areas. Metal framed, gypsum-board wall construction shall be used for areas where

greater supervision is afforded and for spaces for lighter duty service, such as offices within administrative areas and demising walls between classrooms. Wall construction shall be designed to provide appropriate sound isolation between various uses to afford privacy and/or control intrusive outside noise sources into spaces as appropriate for the use, or as otherwise required by applicable codes.

Windows & Doors

Windows and doors shall be energy efficient, low maintenance, and meet security and code standards. Security glazing shall be included in strategic areas in accordance with the district's security plan. Door hardware shall be keyed to a building master key system that is also compatible with a Board of Education grand master system. Classroom doors shall include a lockset function consistent with the district's security plan.

Furnishings & Equipment

Furnishing and equipment in all areas of the building shall be new, except where the Superintendent of Schools approves specific items available from elsewhere in the district that is appropriate for the need and in sufficiently good condition to be placed in service at the new facility. Technology equipment in all areas of the building shall be new.

7. Site Program

Site Acquisition

No site acquisition is necessary to support the project. The school will be constructed on the current Skane Early Childhood Center site following relocation of the existing program to John Winthrop Elementary School upon completion of that project.

Accessibility

Active and passive security measures will be incorporated into the design in accordance with School Safety Infrastructure Council guidelines. Adequate and appropriate lighting and surveillance cameras shall be installed at each entrance. Covered walkways should be considered to provide shelter for students entering and exiting the building. Perimeter fencing shall be provided around the site, or in the best configuration to maximize occupant safety, while maintaining a community school presence. Consideration should be given to providing a dedicated entrance, parking and drop-off area for Pre-K students.

Drives and Parking

Separate bus loading/unloading areas and parent drop-off/pick-up areas should be incorporated into the site design and should provide safe sight lines for vehicles and pedestrians. It is anticipated that transportation vehicles will primarily be small buses and vans. Associated site elements should be designed to accommodate these vehicles accordingly. Bus and van loading areas should be configured as one-way driveways with loading and unloading of students occurring on the right-hand side of the vehicle adjacent to the pedestrian walk leading to the building entrance.

Parent drop-off areas should be configured similarly, albeit separate from the bus/van loading areas and located near one of the primary building entrances.

The site will contain adequate parking for staff and visitors, in accordance with local zoning regulations and ADA requirements. Visitor parking should be located near the main entrance.

Preliminary parking counts are estimated to be 135-145 spaces including 105-110 faculty & staff and 30-35 visitor parking spaces. This parking count should be finalized as part of the design process.

Walkways and Landscaping

Sidewalk connections should be provided along the frontage of all public roadways, including Madison Avenue. Fencing and gates should be provided along the sidewalk connections for site security purposes. Sidewalks should be provided between parking and drop-off areas and building entrances, and driveway crossings should be minimized to the extent possible.

Minimal, low maintenance, and environmentally friendly landscaping should be provided to blend the building into its natural setting and also enhance student connections to the outdoor

environment. Other site elements such as a flagpole and drainage areas should be incorporated as part of the site design process.

Recreational Facilities

A multi-purpose grass play field should be incorporated into the site design process to support outdoor physical activity.

ADA compliant, grade appropriate playscapes will be provided on site as follows:

- Pre-K Play Area
- Lower Grade Play Area
- Upper Grade Play Area

A paved play area should be located adjacent to the cafeteria.

8. Construction Bonus Requests.

This project received legislative approval pursuant to Public Act No. 25-174.

State Space Standards

Allowable Area

When determining reimbursement for a typical school construction project, the state of Connecticut Office of Grants Administration (OGA), uses an “Allowable Area” based on peak projected enrollment, grade range, and square feet per student. However, this standard and process does not align well with specialized facilities, whose space needs are driven by their unique programs.

Space Standard Waiver Request

Due to the nature of the PK-8 Specialized Inclusive School programs, the proposed space program is well in excess of the state’s allowable area. Specifically:

- Due to the high level of student needs, class sizes are much lower than those typically found in BPS neighborhood or magnet schools. Integrated Pre-K and Kindergarten classrooms have a maximum class size of 15 students per classroom, and the Intensive Program (Grades 1-8) classrooms have a maximum class size of 8 students.
- Due to the level of student needs, additional support spaces are provided for a range of support services, including a number of small-group instruction and sensory rooms, and an Adaptive PE space.
- Despite the lower enrollment, the school requires the same level of staff support as a traditional school, including social workers, psychologists, BCBAs, speech language pathologists, ELL teachers, and administrators.
- Core spaces such as the gymnasium, art room, music room, media center, and cafeteria, are largely fixed in size, and cannot be scaled down significantly due to the lower enrollment.

For these reasons Bridgeport Public Schools will seek a space standards waiver for this project.

9. Community Uses

The school may be used in accordance with the Bridgeport Board of Education's Facilities Use Policy. The school facility is available for public use outside regular school hours on weekday evenings, weekends, and during school vacation periods when no regular school activities or events are scheduled.

Community uses include, but are not limited to:

- Youth programs
- After school enrichment
- Sports and cultural events
- Parent-teacher organization activities
- Summer school
- Governmental activities
- Recreation Department use
- Neighborhood gatherings
- Award ceremonies
- Transition / Work Programs



CONTRACT PRICING

P.O. Box 5345
Bridgeport, CT. 06610

Date	Quote #
5/28/2026	2804

Name / Address
Bridgeport Board of Education
45 Lyon Terrace
Bridgeport, CT 06604

Ship To	
Bridgeport Board of Education 1085 CONNECTICUT AVE. BRIDGEPORT, CT. 06607 WAREHOUSE	
Department	Project
GRANTS	

Item	Description	Qty	Rate	Total
MISC	GROOVE 16" STACK CHAIR	290	81.00	23,490.00
MISC	GROOVE 18" STACK CHAIR	290	88.00	25,520.00
MISC	FORESIGHT ACTIVITY MOON TABLE	20	530.00	10,600.00
MISC	ELEMENTAL TRIANGLE DESK	435	217.50	94,612.50
MISC	METAL BOOK BOX	435	42.00	18,270.00
MISC	ELEMENTAL RECTANGLE 20 X 27 DESK	145	265.00	38,425.00
MISC	METAL BOOK BOX	145	45.00	6,525.00
MISC	MEGA TOWER CUBBY WITH CASTERS 19" x 43" x 61.4"	20	1,221.60	24,432.00
MISC	CASCADE DP TEACHERS DESK WITH CASTERS	20	942.00	18,840.00
MISC	CONSTELLATE BOOK SHELVING 13" x 72" x 72"	20	1,417.25	28,345.00
MISC	RECTANGLE AREA RUG 7'6" x 10'	20	475.00	9,500.00
MISC	COAT HOOD / SHELF (2X / 24 COATS)	20	583.00	11,660.00
MISC	OS COOL MESH MULTI-FUNCTION TASK CHAIR (TEACHERS)	20	375.00	7,500.00
MISC	OS VIZUAL COLLECTION WHITE BOARD - 48" x 96"	20	397.00	7,940.00
FREIGHT	SHIPPING / INSTALL / REMOVAL NOTE: 20 CLASSROOMS / (10) K-1 / (5) 3-5 / (5) 6-8	1	22,865.00	22,865.00

CT. STATE CONTRACT # 15PSX0041		Subtotal	\$348,524.50
Phone #	Fax #	Sales Tax (0.0%)	\$0.00
203-339-7490	203-583-8000	Total	\$348,524.50



Learning Interiors

201 Riverneck Road, Suite 2A, Chelmsford MA 01824

Bill To	Ship To
Bridgeport Public Schools 45 Lyon Terrace Bridgeport, CT 06604	Bridgeport Public Schools 45 Lyon Terrace Bridgeport, CT 06604

Date:	6/2/2026
Quote #	260602-DW-01

Learning Interiors is a WBE/MBE Certified Company
MHEC Contract MC13-C07

Additional Notes: This document is the property of Learning Interiors and the listed recipient. It cannot be reproduced or shared without the consent of a Learning Interiors sales representative.

Please direct orders or questions to Adrienne Blasioli - 978-692-5111, adrienne@learninginteriors.com

Delivery to: Pro AV Systems, dba Learning Interiors
Payment Terms: Net 30

Subtotal		\$386,887.80
Sales Tax	exempt	\$ -
Shipping		Included
TOTAL		\$386,887.80

All Electrical to be provided by customer unless otherwise noted.

QTY	Part #	DESCRIPTION	LIST PRICE	DISCOUNT %	UNIT COST	TOTAL COST
435	ELTRGLF#ES	Elemental Triangle Student Desk with Adjustable Leg, 3mm edgeband	\$ 357.00	22.5%	\$276.68	\$ 120,355.80
145	EL2027F#ES	Elemental 20x27 Student Desk with Adjustable Leg, 3mm edgeband	\$ 403.00	22.5%	\$312.33	\$ 45,287.85
145	17192PLT#	Metal bookbox for EL2027	\$ 74.00	22.5%	\$57.35	\$ 8,315.75
435	17191PLT#	Metal bookbox for ELTRG	\$ 68.00	22.5%	\$52.70	\$ 22,924.50
145	33847#PLT	Groove 14" Stack Chair, Platinum Frame	\$ 131.00	22.5%	\$101.53	\$ 14,721.85
290	33848#PLT	Groove 16" Stack Chair, Platinum Frame	\$ 136.00	22.5%	\$105.40	\$ 30,566.00
145	33849#PLT	Groove 18" Stack Chair, Platinum Frame	\$ 150.00	22.5%	\$116.25	\$ 16,856.25
20	01823F#	Foresight Activity Moon Table w/ 3MM Edgeband - 60"x41" - Standard Leg w/ 21-30" ADJ HT	\$ 872.00	22.5%	\$675.80	\$ 13,516.00
20	F1100000P#	Cascade Mega Tower (Casters) Open with 12 Cubbies	\$ 2,367.00	22.5%	\$1,834.43	\$ 36,688.60
20	LB723613S#	Constellate Library Single-Sided Starter/Standalone Unit 13x36x72	\$ 1,587.00	22.5%	\$1,229.93	\$ 24,598.60
20	LB723613A#	Constellate Library Single-Sided Adder Unit 13x36x72	\$ 1,393.00	22.5%	\$1,079.58	\$ 21,591.60
20	26180F#	28x72 Double Bullet Cascade Teacher Desk w/ 2 BBF, w/ 3mm edge	\$ 2,030.00	22.5%	\$1,573.25	\$ 31,465.00
1	Freight	Freight Charges (Included)	\$ -		\$0.00	\$ -
1	Install	Delivery and Installation (Included)	\$ -		\$0.00	\$ -

Please sign below to indicate your approval of the product description and pricing detailed in this quote.

SIGNATURE: _____ DATE: _____

Payment Terms
Total project cost will be invoiced upon ordering of equipment with payment due Net (30) after completion of the installation or delivery of the equipment.

Company Address 2 Constitution Way
Woburn, Massachusetts 01801
United States

Created Date 4/23/2026

Bill To Name Bridgeport School District
Bill To 45 Lyon Ter
Bridgeport, Connecticut 06604-4060
United States

Order Number 00031329

Billing Frequency Upfront
Net Terms 30
Customer PO
Required

Contract Start Date 6/1/2026
Contract End Date 5/31/2028
Term in Months 24

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Discount (Percentage)	Extended Price
enCORE K-12 Student Sub Std Pkg	Software	6/1/2026	5/31/2028	USD 375.00	325.00	20.00%	USD 195,000.00

Software Subtotal USD 195,000.00
Physical Goods USD 0.00
Subtotal
Services Subtotal USD 0.00
Shipping Total USD 0.00
Sales Tax Total USD 0.00

Grand Total USD 195,000.00

For questions on this order, contact:

TeachTown Representative Chase Parker
Prepared By Chase Parker
Email cparker@teachtown.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form you are agreeing to our Terms of Service:
<https://web.teachtown.com/terms-of-service/>



How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801

Authorized to Sign
on Behalf of the Org

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term

Quote

#Q-359724

Quote must be attached to Purchase Order

April 29, 2026

Valid Until July 23, 2026

COMMENCEMENT DATE:6/1/2026

Bill To

Bridgeport City School District

Accounts Payable

45 Lyon Terrace,

Bridgeport, Connecticut 06604

ATTN: NA

Ship To

Bridgeport City School District

Accounts Payable

45 Lyon Terrace,

Bridgeport, Connecticut 06604

ATTN: Michelle McKinley



2401 Sawmill Pkwy Suite 10-11,
Huron, OH 44839,
United States

PO's or Payment Questions

sales@everway.com

Fed Tax ID: 26-2606260

Everway Contact:

Conor McCarthy

c.mccarthy@everway.com

Unique Learning System and News2you

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
22	ULS		Unique Learning System®	6/1/2026	5/31/2027	USD 897.99	USD 19,755.78
22	NWS		News2you™	6/1/2026	5/31/2027	USD 280.99	USD 6,181.78
Unique Learning System and News2you Total Unit:							USD 25,937.56

Additional Unique Learning System and News2you Discounted

Discount provided where one classroom requires more than 1 license due to grade bands or student number

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
5	ULS		Unique Learning System®	6/1/2026	5/31/2027	USD 449.00	USD 2,245.00
6	NWS		News2you™	6/1/2026	5/31/2027	USD 140.50	USD 843.00
Additional Unique Learning System and News2you Discounted Total Unit:							USD 3,088.00
Tax:							USD 0.00
Total:							USD 29,025.56

NOTE: Credits, discount, adjustments, notes

RESOURCES INCLUDED WITH SUBSCRIPTION :

- For support, please reach out to:
 - na-support@everway.com
 - 800-697-6575 with coverage from 9am-5pm Eastern Standard Time
 - Note that chat support is available 9am-7:15pm Eastern Standard Time
- Online Support Forum/Knowledgebase
- Training and Implementation resources including Feature & How to Videos, Getting Started Guides, Toolmatcher, Training Portal, Product Certification, Live & Recorded webinars, Just-In-Time Email Communications, Smart Start Sessions and In-App Walkthroughs
- Product Updates and Enhancements
- Additional Professional Development Offerings available for purchase

FINANCIAL NOTES:

- Credit card payments can be accepted and are subject to a convenience fee applied to all credit card transactions over \$2,000.
 - A copy of the Tax-Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged. All quoted sales tax is estimated and subject to change on final invoicing.
 - Our prices are subject to periodic increases
 - Additional licenses, optional features, upgrades and enhanced functionalities may incur additional fee(s), and will be priced pursuant to Everway's then current price list and quoted by Everway's upon receipt of a written request from Customer.
 - Quotes dated more than 120 days in advance of service term may be subject to pricing changes.
-

Customer Acceptance of Quotation and Terms of Use:

- This Quotation forms an integral part of the agreement between the parties and together with the [Terms & Conditions of Use](#) (“Terms of Use”) constitute the binding agreement between Everway LLC and the Customer when (a) Customer and Everway LLC deliver a signed copy of these Terms of Use for the Products and Services quoted or (b) Everway LLC provides to Customer all or any portion of the Products or Services covered by the Quotation.
- Furthermore, Customer agrees and understands that payment to Everway and use of the Products by Customer indicate agreement with and acceptance of this Quotation and the Terms of Use.
- Customer and Everway LLC agree to the following additional provisions:
 - This subscription is for a one-year term beginning on the commencement date set forth on this quotation unless the service term is agreed at more than 12 months. This Agreement includes the auto-renewal of the contract at the subscription term end date of this Agreement. Written notice of cancellation must be sent to Everway at least 30 days prior to the end of the Term or Customer will be invoiced and this Agreement will renew for another one-year term.
 - This Agreement is governed by the law of the State of Delaware unless otherwise agreed to by the Parties.
 - Invoices will be sent out at or before the beginning of the term of the Agreement and are due and payable with N30 terms. All subscriptions are to be paid in advance, and no refunds or partial-year proration will be provided for early termination.

Customer hereby warrants that the individual signing this the [Terms of Use](#) on behalf of the Customer (i) has the authority to bind the Customer to this Quotation and the Terms of Use; (ii) has received all necessary approvals and consents required to do so; (iii) has read and understands this Quotation and the Terms of Use; and (iv) agrees, on behalf of the Customer to this Quotation and the Terms of Use. Any provision in any acceptance or acknowledgment hereof, inconsistent with or in addition to these Terms of Agreement, are expressly rejected and shall have no force or effect, unless otherwise agreed in writing between the Parties.

**Everway LLC**

2401 Sawmill Pkwy Suite 10-11,
Huron, OH 44839,
United States

nafinance@everway.com

www.everway.com

June 9, 2025

Everway vendor information and change to entity structure

As a result of the significant change for our company, we have made some changes to our entity structure and our banking arrangements to allow us to better serve you, our valued customers.

Timeline

April 30, 2024, we announced that n2y LLC and Texthelp Inc had agreed to merge

January 9, 2025, we announced our new name, Everway

February 24, 2025 Texthelp Inc legally merged with n2y LLC

March 12, 2025 our name was changed to Everway LLC

Entity Update

As a result of the changes to our entity structure, our operating and contracting entity is Everway LLC EIN 26-2606260 as reflected on line 2 of the W9. This is the same EIN as previously held by n2y LLC.

For IRS reporting requirements, the W9 must reflect the name and EIN of the parent entity, which is Everway Holdco, LLC EIN 99-0735210. We do not contract under this entity; it is a holding company.

Bank Changes

We've provided details for our new banking partner to JP Morgan who offer more banking options.

Dun and Bradstreet Reports

Our D&B report is Everway LLC number: 100321616

The pages that follow outline key information you may need to update our details on your system. If there is further information have a look at our trust centre <https://www.everway.com/trust/> any outstanding questions please contact nafinance@everway.com

Yours sincerely,

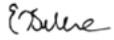
Erinn O'Sullivan

Chief Financial Officer

Our information

The pages that follow outline key information you may need to update our details on your system. If there is further information have a look at our trust center <https://www.everway.com/trust/> any outstanding questions please contact nafinance@everway.com

Yours sincerely,



Erinn O'Sullivan

Chief Financial Officer

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Everway Holdco, LLC (Parent Company)</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p> <p>Everway LLC (26-2606260) (Contracting/Operating entity)</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C</p> <p><small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the United States.)</small></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>2401 Sawmill Parkway #10-11</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Huron, OH 44839</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
OR									
Employer identification number									
9	9	-	0	7	3	5	2	1	0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Loe A. Brown</i>	Date <i>August 20, 2025</i>
------------------	--	-----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
03/13/2025	202507104938	OHIO LLC - AMENDMENT (LAM)	50.00	100.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

C T CORPORATION SYSTEM
4400 EASTON CMNS WAY STE 125
COLUMBUS, OH 43219

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
1777593

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
EVERWAY LLC

and, that said business records show the filing and recording of:

Document(s)
OHIO LLC - AMENDMENT

Effective Date: 03/12/2025

Document No(s):
202507104938



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
13th day of March, A.D. 2025.

Ohio Secretary of State



Everway LLC

2401 Sawmill Pkwy Suite 10-11,
Huron, OH 44839,
United States

nafinance@everway.com

www.everway.com

April 1, 2025

Please find below the banking details for Everway LLC.

Our preferred payment method is bank ACH transfer. Please use the bank details provided to make payment. Please send all remittance information to NACreditControl@Everway.com

Bank Name	JPMorgan	Account No.	698606673
Account Name	Everway LLC	Routing No.	072000326

If you cannot pay by bank ACH transfer, please send a check to

Everway LLC
P.O. Box 735302
Dallas, TX 75373-5302

If you have any questions or require additional information please contact us at NAFinance@Everway.com

Yours sincerely,

Erinn O'Sullivan

Chief Financial Officer

March 31, 2025

EVERWAY LLC
2401 SAWMILL PARKWAY SUITES 10 AND 11
--
Huron, OH 44839

IMPORTANT | Transaction Routing Instructions (ACH and Wire)

Thank you for your request for account and bank routing number information for EVERWAY LLC. Please provide the below routing instructions for ACH and wire transactions to remitters who send transactions to the company account.

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

For ACH delivery:

Bank Routing Number: 072000326
Account Number: 698606673
Account Name: EVERWAY LLC

For Wire Transfers:

Bank Routing Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 698606673
Account Name: EVERWAY LLC

Thank you for your business and the opportunity to serve you.

Sincerely,

Jim Harvey

Jim Harvey
Managing Director
JPMorgan Chase Bank, N.A.

Please note, we do not verify funds availability, provide account statuses or other account information to third parties.

If you previously had accounts with First Republic Bank, your First Republic routing numbers are still valid and active for use.

IMPORTANT INFORMATION: J.P. Morgan and Chase are marketing names for certain businesses of JPMorgan Chase & Co. ("JPMC") and its subsidiaries worldwide. Products and services may be provided by banking affiliates, securities affiliates or other JPMC affiliates or entities. Any examples used are generic, hypothetical and for illustration purposes only. Prior to making any financial or investment decisions, a client or prospect ("Client" or "you" as the context may require) should seek individualized advice from financial, legal, tax and other professional advisors that take into account all of the particular facts and circumstances of the Client's own situation. In no event shall JPMC or any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon or for any inaccuracies or errors in, or omissions from information in this content. We are not acting as any Client's agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under the Securities and Exchange Act of 1934. JPMC assumes no responsibility or liability whatsoever to any Client with respect to such matters, and nothing herein shall amend or override the terms and conditions in the agreement(s) between JPMC and any Client or other person.

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ABOUT THIS MESSAGE This letter gives you updates and information about your JPMC relationship.

Quote

#Q-365732

Quote must be attached to Purchase Order

May 28, 2026

Valid Until July 23, 2026

COMMENCEMENT DATE:6/9/2026

Bill To

Bridgeport City School District

Accounts Payable

45 Lyon Terrace,

Bridgeport, Connecticut 06604

ATTN: NA

Ship To

Bridgeport City School District

Accounts Payable

45 Lyon Terrace,

Bridgeport, Connecticut 06604

ATTN: Michelle McKinley



2401 Sawmill Pkwy Suite 10-11,

Huron, OH 44839,

United States

PO's or Payment Questions

sales@everway.com

Fed Tax ID: 26-2606260

Everway Contact:

Conor McCarthy

c.mccarthy@everway.com

Year 1 - Unique Learning System (ULS) and News2you

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
49	ULS	Retail	Unique Learning System®	6/9/2026	6/8/2027	USD 897.99	USD 44,001.51
49	NWS	Retail	News2you™	6/9/2026	6/8/2027	USD 280.99	USD 13,768.51
Year 1 - Unique Learning System (ULS) and News2you Total Unit:							USD 57,770.02

Year 1 - Additional ULS and News2you Discounted

Discount provided where one classroom requires more than 1 license due to grade bands or student number

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
11	ULS	Retail	Unique Learning System®	6/9/2026	6/8/2027	USD 449.00	USD 4,939.00
16	NWS	Retail	News2you™	6/9/2026	6/8/2027	USD 140.50	USD 2,248.00
Year 1 - Additional ULS and News2you Discounted Total Unit:							USD 7,187.00

Year 2 - ULS and News2you

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
49	ULS	Retail	Unique Learning System®	6/9/2027	6/8/2028	USD 942.89	USD 46,201.61
49	NWS	Retail	News2you™	6/9/2027	6/8/2028	USD 295.04	USD 14,456.96
Year 2 - ULS and News2you Total Unit:							USD 60,658.57

Year 2 - Additional ULS and News2you Discounted

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
11	ULS	Retail	Unique Learning System®	6/9/2027	6/8/2028	USD 493.89	USD 5,432.79

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
16	NWS	Retail	News2you™	6/9/2027	6/8/2028	USD 154.54	USD 2,472.64
Year 2 - Additional ULS and News2you Discounted Total Unit:							USD 7,905.43

Year 3 - ULS and News2you

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
49	ULS	Retail	Unique Learning System®	6/9/2028	6/8/2029	USD 987.79	USD 48,401.71
49	NWS	Retail	News2you™	6/9/2028	6/8/2029	USD 309.09	USD 15,145.41
Year 3 - ULS and News2you Total Unit:							USD 63,547.12

Year 3 - Additional ULS and News2you Discounted

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
11	ULS	Retail	Unique Learning System®	6/9/2028	6/8/2029	USD 538.79	USD 5,926.69
16	NWS	Retail	News2you™	6/9/2028	6/8/2029	USD 168.59	USD 2,697.44
Year 3 - Additional ULS and News2you Discounted Total Unit:							USD 8,624.13

Professional Learning Services \$15,300.00 Discount Provided on Professional Learning (6 virtual hours and 2 days of on-site)

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
6	PD INT WEB		Interactive Webinar 1 Hour	6/9/2026	6/8/2027	USD 0.00	USD 0.00
2	PD PL ONSITE		Onsite Professional Learning	6/9/2026	6/8/2027	USD 0.00	USD 0.00
Professional Learning Services Total Unit:							USD 0.00
Tax:							USD 0.00
Total:							USD 205,692.27

NOTE: Credits, discount, adjustments, notes

- 100% discount provided for Professional Learning services totaling \$15,300.00 in value.
- Current list price for live virtual remote training is \$450.00 per hour (6 x \$450.00 = \$2,700.00)
- Current list price for on-site training is \$6,300.00 (2 x \$6,300 = \$12,600.00)

RESOURCES INCLUDED WITH SUBSCRIPTION :

- For support, please reach out to:
 - na-support@everway.com
 - 800-697-6575 with coverage from 9am-5pm Eastern Standard Time
 - Note that chat support is available 9am-7:15pm Eastern Standard Time
- Online Support Forum/Knowledgebase
- Training and Implementation resources including Feature & How to Videos, Getting Started Guides, Toolmatcher, Training Portal, Product Certification, Live & Recorded webinars, Just-In-Time Email Communications, Smart Start Sessions and In-App Walkthroughs
- Product Updates and Enhancements
- Additional Professional Development Offerings available for purchase

FINANCIAL NOTES:

- Credit card payments can be accepted and are subject to a convenience fee applied to all credit card transactions over \$2,000.
 - A copy of the Tax-Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged. All quoted sales tax is estimated and subject to change on final invoicing.
 - Our prices are subject to periodic increases
 - Additional licenses, optional features, upgrades and enhanced functionalities may incur additional fee(s), and will be priced pursuant to Everway's then current price list and quoted by Everway's upon receipt of a written request from Customer.
 - Quotes dated more than 120 days in advance of service term may be subject to pricing changes.
-

Customer Acceptance of Quotation and Terms of Use:

- This Quotation forms an integral part of the agreement between the parties and together with the [Terms & Conditions of Use](#) (“Terms of Use”) constitute the binding agreement between Everway LLC and the Customer when (a) Customer and Everway LLC deliver a signed copy of these Terms of Use for the Products and Services quoted or (b) Everway LLC provides to Customer all or any portion of the Products or Services covered by the Quotation.
- Furthermore, Customer agrees and understands that payment to Everway and use of the Products by Customer indicate agreement with and acceptance of this Quotation and the Terms of Use.
- Customer and Everway LLC agree to the following additional provisions:
 - This subscription is for a one-year term beginning on the commencement date set forth on this quotation unless the service term is agreed at more than 12 months. This Agreement includes the auto-renewal of the contract at the subscription term end date of this Agreement. Written notice of cancellation must be sent to Everway at least 30 days prior to the end of the Term or Customer will be invoiced and this Agreement will renew for another one-year term.
 - This Agreement is governed by the law of the State of Delaware unless otherwise agreed to by the Parties.
 - Invoices will be sent out at or before the beginning of the term of the Agreement and are due and payable with N30 terms. All subscriptions are to be paid in advance, and no refunds or partial-year proration will be provided for early termination.

Customer hereby warrants that the individual signing this the [Terms of Use](#) on behalf of the Customer (i) has the authority to bind the Customer to this Quotation and the Terms of Use; (ii) has received all necessary approvals and consents required to do so; (iii) has read and understands this Quotation and the Terms of Use; and (iv) agrees, on behalf of the Customer to this Quotation and the Terms of Use. Any provision in any acceptance or acknowledgment hereof, inconsistent with or in addition to these Terms of Agreement, are expressly rejected and shall have no force or effect, unless otherwise agreed in writing between the Parties.

**Everway LLC**

2401 Sawmill Pkwy Suite 10-11,
Huron, OH 44839,
United States

nafinance@everway.com

www.everway.com

June 9, 2025

Everway vendor information and change to entity structure

As a result of the significant change for our company, we have made some changes to our entity structure and our banking arrangements to allow us to better serve you, our valued customers.

Timeline

April 30, 2024, we announced that n2y LLC and Texthelp Inc had agreed to merge

January 9, 2025, we announced our new name, Everway

February 24, 2025 Texthelp Inc legally merged with n2y LLC

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We've provided details for our new banking partner to JP Morgan who offer more banking options.

Dun and Bradstreet Reports

Our D&B report is Everway LLC number: 100321616

The pages that follow outline key information you may need to update our details on your system. If there is further information have a look at our trust centre <https://www.everway.com/trust/> any outstanding questions please contact nafinance@everway.com

Yours sincerely,

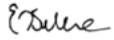
Erinn O'Sullivan

Chief Financial Officer

Our information

The pages that follow outline key information you may need to update our details on your system. If there is further information have a look at our trust center <https://www.everway.com/trust/> any outstanding questions please contact nafinance@everway.com

Yours sincerely,



Erinn O'Sullivan

Chief Financial Officer

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Everway Holdco, LLC (Parent Company)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>Everway LLC (26-2606260) (Contracting/Operating entity)</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C</p> <p><small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions)</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions □</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the United States.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>2401 Sawmill Parkway #10-11</p> <p>6 City, state, and ZIP code</p> <p>Huron, OH 44839</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
9	9	-	0	7	3	5	2	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Loei A. Brown</i>	Date <i>August 20, 2025</i>
------------------	---	-----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

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Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
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Receipt

This is not a bill. Please do not remit payment.

C T CORPORATION SYSTEM
4400 EASTON CMNS WAY STE 125
COLUMBUS, OH 43219

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
1777593

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
EVERWAY LLC

and, that said business records show the filing and recording of:

Document(s)
OHIO LLC - AMENDMENT

Effective Date: 03/12/2025

Document No(s):
202507104938



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
13th day of March, A.D. 2025.

Ohio Secretary of State



Everway LLC

2401 Sawmill Pkwy Suite 10-11,
Huron, OH 44839,
United States

nafinance@everway.com

www.everway.com

April 1, 2025

Please find below the banking details for Everway LLC.

Our preferred payment method is bank ACH transfer. Please use the bank details provided to make payment. Please send all remittance information to NACreditControl@Everway.com

Bank Name	JPMorgan	Account No.	698606673
Account Name	Everway LLC	Routing No.	072000326

If you cannot pay by bank ACH transfer, please send a check to

Everway LLC
P.O. Box 735302
Dallas, TX 75373-5302

If you have any questions or require additional information please contact us at NAFinance@Everway.com

Yours sincerely,

Erinn O'Sullivan

Chief Financial Officer

March 31, 2025

EVERWAY LLC
2401 SAWMILL PARKWAY SUITES 10 AND 11
--
Huron, OH 44839

IMPORTANT | Transaction Routing Instructions (ACH and Wire)

Thank you for your request for account and bank routing number information for EVERWAY LLC. Please provide the below routing instructions for ACH and wire transactions to remitters who send transactions to the company account.

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

For ACH delivery:

Bank Routing Number: 072000326
Account Number: 698606673
Account Name: EVERWAY LLC

For Wire Transfers:

Bank Routing Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 698606673
Account Name: EVERWAY LLC

Thank you for your business and the opportunity to serve you.

Sincerely,

Jim Harvey

Jim Harvey
Managing Director
JPMorgan Chase Bank, N.A.

Please note, we do not verify funds availability, provide account statuses or other account information to third parties.

If you previously had accounts with First Republic Bank, your First Republic routing numbers are still valid and active for use.

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