SECURITIES AND EXCHANGE COMMISSION

FORM 1-A

Offering statement under Regulation A

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FORM 1-A
Regulation A Offering Statement
Part II – Offering Circular

ENERGEA PORTFOLIO 4 USA LLC
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June 9, 2021

This Offering Circular Follows the Form 1-A Disclosure Format

Energea Portfolio 4 USA LLC is a limited liability company organized under the laws of Delaware, which we refer to as the "Company." The Company is offering to sell to the public up to $75,000,000 of limited liability company interests designated as "Class A Investor Shares." The initial price of the Class A Investor Shares will be $1.00 per share and the minimum initial investment is $100.

We are selling these securities directly to the public through the website, www.energea.com, which we refer to as the "Platform." Currently, we are not using a placement agent or a broker and we are not paying commissions to anyone.

	Price to Public	*Commissions*	*Proceeds to Issuer*	*Proceeds to Others*
Each Class A Investor Share	$ 1.00	Zero	$ 1.00	Zero
Total	$ 75,000,000	Zero	$ 75,000,000	Zero

We might change the price of the Class A Investor Shares in the future. See "SECURITIES BEING OFFERED – PRICE OF CLASS A INVESTOR SHARES."

We refer to the offering of Class A Investor Shares pursuant to this Offering Circular as the "Offering." The Offering will begin as soon as our Offering Statement is "qualified" by the U.S. Securities and Exchange Commission ("SEC") and will end on the sooner of (i) a date determined by the Company, or (ii) the date the Offering is required to terminate by law.

The purchase of these securities involves a high degree of risk. Before investing, you should read this whole Offering Circular, including "RISKS OF INVESTING."

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS JUDGEMENT UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERM OF THE OFFERING. NOR DOES IT PASS JUDGEMENT UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR

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GENERALLY, IF YOU ARE A NON-ACCREDITED INVESTOR NO SALE MAY BE MADE TO YOU IN THIS OFFERING IF THE AGGREGATE PURCHASE PRICE YOU PAY IS MORE THAN 10% OF THE GREATER OF YOUR ANNUAL INCOME OR NET WORTH. DIFFERENT RULES APPLY TO ACCREDITED INVESTORS AND NON-NATURAL PERSONS. BEFORE MAKING ANY REPRESENTATION THAT YOUR INVESTMENT DOES NOT EXCEED APPLICABLE THRESHOLDS, WE ENCOURAGE YOU TO REVIEW RULE 251(d)(2)(i)(C) OF REGULATION A. FOR GENERAL INFORMATION ON INVESTING, WE ENCOURAGE YOU TO REFER TO WWW.INVESTOR.GOV. FOR MORE INFORMATION, SEE THE "LIMITS ON HOW MUCH NON-ACCREDITED INVESTORS CAN INVEST" SECTION.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NORTH AMERICAN SECURITIES ADMINISTRATORS ASSOCIATION UNIFORM LEGEND:

YOU SHOULD MAKE YOUR OWN DECISION AS TO WHETHER THIS OFFERING MEETS YOUR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO FEDERAL OR STATE SECURITIES COMMISSION HAS APPROVED, DISAPPROVED, ENDORSED, OR RECOMMENDED THIS OFFERING. NO INDEPENDENT PERSON HAS CONFIRMED THE ACCURACY OR TRUTHFULNESS OF THIS DISCLOSURE, NOR WHETHER IT IS COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY BY CONTRACT AND THERE WILL BE NO READY MARKET FOR RESALE. YOU SHOULD COULD BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

EXECUTIVE SUMMARY

OUR STORY

The world wants and needs solar energy. Once the stuff of warnings from scientists about what *might* happen, the global effects of climate change *are* happening. Once-in-a-century floods, melting glaciers, dramatic increases in forest fires, the rapid extinction of species, ocean water threatening Miami and Manhattan – all due in large part to the carbon emissions of human beings.

While too many political leaders bury their heads in the sand, the private sector is rising to the occasion.

Mike Silvestrini co-founded Greenskies Renewable Energy LLC ("Greenskies") with $35,000 in 2008. Under Mike's management, Greenskies built more than 400 solar projects across the United States, counting among its electricity customers Wal-Mart, Sam's Club, Amazon, Target, municipalities, schools, universities, and large electric utilities. Greenskies was sold in 2017 for an enterprise value in excess of $165 million.

The 400+ solar energy projects developed by Greenskies keep approximately 250,000 metric tons of carbon dioxide out of the Earth's atmosphere every year.

Chris Sattler co-founded North American Power, a deregulated energy supply company which grew to serve over one million customers with competitively priced energy products. North American Power was sold to the largest retail energy company in the U.S. in 2017.

Mike and Chris are now leveraging the experience and relationships from their past success in the energy industry to identify premium investment opportunities in renewable energy markets around the world from Africa to the U.S. to Latin America.

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Mike and Chris formed the Company to buy or build solar energy projects in the United States (each, a "Project"). The Company's Projects will share the following characteristics:

- Each Project shall be owned by a Single Purpose Entity (an "SPE"), each a wholly owned subsidiary of the Company.
- Each Project will have a capacity of between 0.10 megawatts and 10 megawatts (a one-megawatt Project produces enough electricity to power roughly 200 average American homes).
- In most cases, the Company will not invest in or commence construction of a Project until the entire energy output of the Project has been fully subscribed and the major expenses of building and operating the Project have likewise been fixed by contract. Thus, the cash flow of each Project will largely be established by contract before Investors are exposed to any Project-related risk.
- The expected Project-level internal rate of return, based on contracts in place at the time the Company invests, will be in the range of 7% to 11%.

The Offering

The Company is offering to investors up to $75,000,000 of Class A Investor Shares to finance the purchase and development of a portfolio of solar energy Projects.

The cash flow generated by a Project will first be used to pay for the Project's operating expenses and all additional cash flow will be sent to the Company, then distributed to the owners of the Class A Investor Shares ("Investors") who will have the right to receive:

- Monthly distributions sufficient to amortize their investment in the Company over the projected life of the Project, plus
- A 6% per year compounded preferred return; plus
- 80% of any additional cash flow.

Owners of the Class A Investor Shares will have no voting rights.

CAUTION: ALTHOUGH THE CASH FLOW FROM OUR PROJECTS WILL LARGELY BE ESTABLISHED BY CONTRACT IN ADVANCE, THERE IS NO GUARANTY THAT OUR PROJECTS WILL GENERATE ANY POSITIVE CASH FLOW.

Apart from the potential economic returns, an Investor who purchases Class A Investor Shares will also be keeping carbon dioxide out of the atmosphere and thereby fighting back against climate change.

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RISKS OF INVESTING

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BUYING CLASS A INVESTOR SHARES IS SPECULATIVE AND INVOLVES SIGNIFICANT RISK, INCLUDING THE RISK THAT INVESTORS COULD LOSE SOME OR ALL OF THEIR MONEY. THIS SECTION DESCRIBES SOME OF THE MOST SIGNIFICANT FACTORS THAT THE COMPANY BELIEVES MAKE AN INVESTMENT IN THE CLASS A INVESTOR SHARES RISKY. THE ORDER IN WHICH THESE FACTORS ARE DISCUSSED IS NOT INTENDED TO SUGGEST THAT SOME FACTORS ARE MORE IMPORTANT THAN OTHERS.

The Track Record of Our Principals Does Not Guaranty Success: The principals of the Company and the Manager have been involved in the solar industry for approximately 15 years, developing more than 400 solar projects. See "Past Performance – Our Tack Record." However, past performance is never a guaranty of future results, and the success of our principals in other solar projects does not guaranty that the Company will be successful.

Risks Associated with Renewable Energy Projects: The market for renewable energy is changing rapidly, and its future is uncertain. If renewable technology proves unsuitable for widespread commercial deployment or if demand for renewable energy products, especially solar energy products, fails to develop sufficiently, our Projects might not be able to generate enough revenues to achieve and sustain profitability. The factors influencing the widespread adoption of renewable energy technology include but are not limited to: cost-effectiveness of renewable energy technologies as compared with conventional technologies; performance and reliability of renewable energy products as compared with conventional energy products; and the success of other enabling technologies such as battery storage and Distributed Energy Resource Management Systems.

Fluctuations in Income: Our agreements with customers typically provide for payment based on the actual production of electricity from the Project. Thus, our income will fluctuate based on factors beyond our control, including the number of sunny days.

Competition: There are many solar developers actively building solar projects in the United States. Some of our competitors are much larger and have far more assets. Aggressive pricing by competitors or the entrance of new competitors could reduce the Company's ability to acquire and develop Projects.

Our Customers Might Default: The Company will have a variety of customers, including businesses and homeowners. Some customers will default. If enough customers default it would hurt the Project in question financially, reducing the anticipated returns and potentially causing us to default on our own obligations.

We Might Own Only a Small Number of Projects: If the Company is successful raising the full $75,000,000 it is trying to raise, the Company would likely acquire between 50 and 100 Projects. The less money the Company raises, the fewer Projects it will own. If the Company owns only a small number of Projects, Investors will be exposed to greater concentration risk.

We Do Not Yet Have Any Revenue: As of the date of this Offering Circular, the Company has acquired one Project, which is under construction. The Company has no revenue.

Political Opposition; Possible Changes in Governmental Policies: As solar and wind energy gain increasing market share, fossil fuel providers are pushing back politically. We expect the political pushback to increase as renewable energy technologies replace fossil fuels on a broad scale. It is possible that certain states will adopt laws hostile to our business, making it more difficult or even impossible to generate profits.

Delays in Connecting to Power Grid: Our Projects must be physically connected to the power grid. Connecting to a power grid can involve both engineering and bureaucratic challenges, and delays are not uncommon. For example, the utility involved might be required to perform physical upgrades to allow for the safe and consistent generation, distribution, and/or transmission of electricity from the Project to our customers. Delays in the performance of the interconnecting utility's obligations to make such grid upgrades can also impact the financial performance of the Projects.

Operational Risks: The Projects are subject to operating and technical risks, including risk of mechanical breakdown, failure to perform according to design specifications, labor and other work interruptions and other unanticipated events that adversely affect operations. The success of each Project, once built, depends in part upon efficient operations and maintenance.

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Construction and Development Risks: In some cases, the Company will invest in Projects before construction is complete. Construction of any kind involves risks, including labor unrest, bad weather, design flaws, the unavailability of materials, fluctuations in the cost of materials, and labor shortages. Delays are common, which could adversely affect the economics of a Project.

Equipment Supply Constraints: The construction of renewable energy facilities relies on the availability of certain equipment that may be in limited supply, such as solar modules, trackers, inverters and monitoring systems. Much of this equipment comes from China. There is no guarantee that the production of this equipment will match demand and this may adversely impact the ability to build Projects.

Risks Upon Disposition of Investments: If the Company sells a Project, it might be required to make representations about the business and financial affairs of the Project, and to indemnify the purchaser if those representations prove to be inaccurate or misleading. These arrangements may result in contingent liabilities, which might ultimately require Investors to return some or all of the distributions they have received pursuant to 6 Del. C. §18-607, which provides, among other things, that if a member of a limited liability company receives a distribution that causes the limited liability company to be insolvent, the member must return the distribution.

Regulatory Risks: All of the Projects will be subject to extensive regulatory requirements, including those imposed by environmental, safety, labor and other regulatory and political authorities. These regulatory requirements will impose substantial costs on the Projects. Further, should any Project fail to comply with one or more regulatory requirements, it could result in substantial fines and penalties and even a shutdown of the Project.

Unavailability of Insurance Against Certain Catastrophic Losses: Certain losses of a catastrophic nature, such as earthquakes, wars, terrorist attacks or other similar events, may be either uninsurable or insurable at such high rates that to maintain such coverage would cause an adverse impact on the related Project. As a result, not all Projects may be insured against all possible risks. If a major uninsured loss occurs, the Company could lose both the amount it invested in and anticipated profits from the affected Project(s).

Potential Environmental Liability: The Projects, like any large-scale physical plant, could cause environmental contamination under some circumstances. Further, the SPE could be found liable for environmental contamination that occurred before the Project was built. The cost of remediation and penalties could be very large.

Liability for Personal Injury and Damage to Property: The Company could be held liable for accidents and injuries at the Project site. The SPE will carry insurance to protect against the potential losses, but the insurance might not be adequate.

We Might Raise More than $75,000,000: Under Regulation A, the Company is allowed to raise a maximum of $75,000,000 each year. Should the Company raise the full $75,000,000 it is trying to raise, it might decide to raise more, in a subsequent year. In that case an early Investor could own a much larger portfolio of Projects than he, she, or it expected.

Risks from COVID-19: As of the date of this Offering Circular, the world economy is beginning to recover from the sharpest and most severe slowdown since at least the Great Depression, and possibly in history, caused by the COVID-19 pandemic. Despite action by governments and central banks, many experts believe the world faces a prolonged, deep recession. Although we believe the Company can thrive despite the COVID-related downturn, neither the Company, the Manager, nor anyone else has any way of knowing exactly how COVID-19 will affect the business.

No Participation in Management: Investors will have no voting rights and no right to participate in the management of the Company or the Projects. Instead, the Company's management will make all decisions. You will have the ability to replace our management team only under very limited circumstances, as described in "Summary of LLC Agreement and Authorizing Resolution – Management." These very limited circumstances do not include just doing a bad job.

Reliance on Management: The success of the Company and its Projects will depend in part on the skills of our management team. If a key member of our management team resigned, died, or became ill, the Company and its Investors could suffer.

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Sale of Other Securities: In this Offering, the Company is selling Class A Investor Shares for $1 per share. However, the Company could at any time sell other Class A Investor Shares or other classes of securities to raise additional capital. A different class of securities could have greater rights than those associated with the Class A Investor Shares, including but not limited to preferential rights to distributions.

Limitations on Rights in Investment Agreement: To purchase Class A Investor Shares, you are required to sign our Investment Agreement. The Investment Agreement will limit your rights in several important ways if you believe you have claims against us arising from the purchase of your Class A Investor Shares:

- Any claims arising from your purchase of Class A Investor Shares must be brought in the state or federal courts located in Wilmington, Delaware, which might not be convenient to you.
- You would not be entitled to recover any lost profits or special, consequential, or punitive damages. However, that limitation does not apply to claims arising under Federal securities laws.

Forum Selection Provision: Our Investment Agreement and our LLC Agreement both provide that disputes will be handled solely in the state or federal courts located in Delaware. We included this provision primarily because (i) the Company is organized under Delaware law, (ii) Delaware courts have developed significant expertise and experience in corporate and commercial law matters and investment-related disputes (which typically involve very complex legal questions), particularly with respect to alternative entities (such as LLCs), and have developed a reputation for resolving disputes in these areas in an efficient manner, and (iii) Delaware has a large and well-developed body of case law in the areas of corporate and alternative entities law and investment-related disputes, providing predictability and stability for the Company and its Investors. This provision could be unfavorable to an Investor to the extent a court in a different jurisdiction would be more likely to find in favor of an Investor or be more geographically convenient to an Investor. It is possible that a judge would find this provision unenforceable and allow an Investor to file a lawsuit in a different jurisdiction.

Section 27 of the Exchange Act provides that Federal courts have exclusive jurisdiction over lawsuits brought under the Exchange Act, and that such lawsuits may be brought in any Federal district where the defendant is found or is an inhabitant or transacts business. Section 22 of the Securities Act provides that Federal courts have concurrent jurisdiction with State courts over lawsuits brought under the Securities Act, and that such lawsuits may be brought in any Federal district where the defendant is found or is an inhabitant or transacts business. Investors cannot waive our (or their) compliance with Federal securities laws. Hence, to the extent the forum selection provisions of the Investment Agreement or the LLC Agreement conflict with these Federal statutes, the Federal statutes would prevail.

Waiver of Right to Jury Trial: The Investment Agreement and the LLC Agreement both provide that legal claims will be decided only by a judge, not by a jury. The provision in the LLC Agreement will apply not only to an Investor who purchases Class A Investor Shares in the Offering, but also to anyone who acquires Class A Investor Shares in secondary trading. Having legal claims decided by a judge rather than by a jury could be favorable or unfavorable to the interests of an owner of Class A Investor Shares, depending on the parties and the nature of the legal claims involved. It is possible that a judge would find the waiver of a jury trial unenforceable and allow an owner of Class A Investor Shares to have his, her, or its legal claim decided by a jury. In any case, the waiver of a jury trial in both the Investment Agreement and the LLC Agreement do not apply to claims arising under the Federal securities laws.

Conflicts of Interest: The interests of the Company and the Manager could conflict with Investor interests in a number of ways, including:

- Investor's interests might be better served if the principals of the Company and Manager devoted their full attention to the Company's business. Instead, they will also be managing other businesses and business interests simultaneously. For example, two of our affiliates, Energea Portfolio 1 LLC and Energea Portfolio 2 LLC, both managed by our Manager, are focused on solar power projects in Brazil.
- Our Manager will receive fees based, in part, on the amount of cash flow the Projects generate. The Manager might, therefore, have an incentive to raise more capital, and invest in more Projects, than they would otherwise, leading them to invest in Projects with lower estimated returns.

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- The Manager expects to create other entities that invest in solar projects in the United States. Conflicts could arise as to whether a given Project should be included in the Company or a different entity.
- The lawyers who prepared this Offering Statement, the LLC Agreement, and the Investment Agreement represent the Company, not the Investor. Investors must hire their own lawyer (at their own expense) if they want their interests to be represented.

Risk of Failure to Comply with Securities Laws: The current Offering relies on an exemption under Regulation A of the Securities and Exchange Commission. The Company has relied on the advice of securities lawyers and believe the Company qualifies for the exemption. If the Company did not qualify, it could be liable to penalties imposed by the federal government and state regulators, as well as to lawsuits from Investors.

No Market for the Class A Investor Shares; Limits on Transferability: There are several obstacles for an Investor who wishes to sell or otherwise transfer their Class A Investor Shares:

- There will be no established market for the Class A Investor Shares, meaning the Investor could have a hard time finding a buyer.
- Although the Company offers a limited right of redemption, there is no guaranty that an Investor who wants to sell his, her, or its Class A Investor will be able to do so.
- Class A Investor Shares may not be transferred without the Company's consent, which we can withhold in its sole discretion. The Company also has a right of first refusal to purchase any Class A Investor Shares proposed to be transferred.

Corporate Governance Risk: As a non-listed company conducting an exempt offering pursuant to Regulation A, the Company is not subject to a number of corporate governance requirements that an issuer conducting a registered offering or listed on a national stock exchange would be. For example, the Company does not have (i) a board of directors of which a majority consists of "independent" directors under the listing standards of a national stock exchange, (ii) an audit committee composed entirely of independent directors and a written audit committee charter meeting a national stock exchange's requirements, (iii) a nominating/corporate governance committee composed entirely of independent directors and a written nominating/corporate governance committee charter meeting a national stock exchange's requirements, (iv) a compensation committee composed entirely of independent directors and a written compensation committee charter meeting the requirements of a national stock exchange, and (v) independent audits of the Company's internal controls.

The Company is an "Emerging Growth Company" Under the JOBS Act: Today, the Company qualifies as an "emerging growth company" under the JOBS Act of 2012. If the Company were to become a public company (*e.g.*, following a registered offering of its securities) and continued to qualify as an emerging growth company, it would be able to take advantage of certain exemptions from the reporting requirements under the Securities Exchange Act of 1934 and exemptions from certain investor protection measures under the Sarbanes Oxley Act of 2002. Using these exemptions could benefit the Company by reducing compliance costs but could also mean that Investors receive less information and fewer protections than they would otherwise. However, these exemptions – and the status of the Company as an "emerging growth company" in the first place – will not be relevant unless and until the Company becomes a public reporting company.

The Company has elected to delay complying with any new or revised financial accounting standard until the date that a company that is not an "issuer" (as defined under section 2(a) of the Sarbanes-Oxley Act of 2002) is required to comply with such new or revised accounting standard, if such standard also applies to companies that are not issuers. As a result, owners of Class A Investor Shares might not receive the same disclosures as if the Company had not made this election.

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Breaches of Security: It is possible that our Platform, systems or the systems of third-party service providers could be "hacked," leading to the theft or disclosure of confidential information Investors provide to us. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until they are launched, the Company, Manager and our service providers may be unable to anticipate these techniques or to implement adequate defensive measures.

THE FOREGOING ARE NOT NECESSARILY THE ONLY RISKS OF INVESTING
PLEASE CONSULT WITH YOUR PROFESSIONAL ADVISORS

OUR COMPANY AND BUSINESS

The Crisis of Climate Change

Climate change is no longer a theory but a fact, in plain view.

As bad as things seem today, they are going to get much worse very quickly unless we act. According to the United Nations Intergovernmental Panel on Climate Change (the "IPCC"), we have until 2030 before rising temperatures cause a climate catastrophe: worse and more frequent cataclysmic weather events, the devastation of many natural plant and animal habitats leading to mass extinctions and the destruction of important ecosystems, interruptions of the global food supply chain, and poverty for hundreds of millions of human beings[1].

To put it simply, unless we take dramatic action soon, we will harm the earth and all of its inhabitants irreparably.

The rapid rise in greenhouse gas ("GHG") emissions is a significant culprit in our crisis. As its name implies, GHG emissions have a "greenhouse effect" on the earth's climate, allowing sunlight to pass through the atmosphere but preventing heat from escaping.

The single biggest driver in the increase in GHG emissions is the dramatic increase in carbon dioxide emissions. According to the United States Environmental Protection Agency, about three-quarters (76%) of global man-made GHG emissions come from carbon dioxide emissions[2].

The sharp rise in carbon dioxide emissions (and in turn GHG emissions), is primarily a post-World War II phenomenon. Between 1850 and 1940 fewer than 5 trillion tons of carbon dioxide emissions were released per year. Beginning in 1950, global carbon dioxide emissions began to increase dramatically to more than 30 trillion tons each year between 2010 and 2020. By 2030, carbon emissions are projected to exceed 38 trillion tons per year and will be more than 42 trillion by 2040[3].

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1 https://www.ipcc.ch/site/assets/uploads/sites/2/2019/06/SR15_Full_Report_High_Res.pdf. "Global Warming of 1.5 Degrees Celsius," IPCC, 2019

2 https://www.epa.gov/ghgemissions/global-greenhouse-gas-emissions-data. "Global Greenhouse Gas Emissions Data: Global Emissions by Gas," United States Environmental Protection Agency (accessed May 17, 2020).

3 https://www.c2es.org/content/international-emissions/. "Global Carbon Dioxide Emissions, 1850-2040," by Center for Climate and Energy Solutions (accessed May 17, 2020).

The global energy industry is by far the largest industry contributor to GHG emissions. According to the World Resources Institute, the energy industry accounts for 72% of all global GHG emissions, followed by agriculture (11%), land-use change/forestry (6%),

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and industrial processing (6%)[4]. Within the energy footprint, electricity and heat constitute the biggest source of GHG emissions (constituting 31% of the energy industry's footprint), with transportation (15%) and manufacturing/construction a distant second and third respectively[5]. Thus, if we can change the way we produce energy, we can dramatically decrease the amount of carbon dioxide and GHGs being released into the atmosphere, and in turn prevent the global climate crisis described by the IPCC.

For example, for every megawatt of electrical capacity we can transfer from a coal-burning plant to a solar project, we keep approximately 1,000 tons of carbon out of the atmosphere every year.

Company Overview

The Company was formed to acquire, develop, and operate solar energy projects in the United States (each a "Project").

The Company has not yet invested in any Projects, but has identified one Project we are likely to invest in, as described in "Our First Projects." Because the Company has not yet invested in any Projects, it has no cash flow.

Corporate Structure

The Company is a Delaware limited liability company.

Projects will be owned by special-purpose entities (each, an "SPE"). We currently anticipate that each SPE will also be organized a limited liability company, often in Delaware. Thus, the liabilities of a Project held in one SPE should not affect the assets of another Project held in a different SPE.

Typically, the Company will own 100% of each SPE, although there could be instances where the Company is a partner in a SPE with another party, such as the developer of the Project, the former owner, or a tax credit investor. In all cases, the Company will exercise complete management control over the SPE.

The Company and all of its owners are subject to a Limited Liability Company Agreement dated March 22, 2021, which governs the ownership, management, and operation of the Company (the "LLC Agreement"). The key terms of the LLC Agreement are summarized in "Summary of LLC Agreement and Authorizing Resolution," and a copy of the LLC Agreement is attached as Exhibit 1A-2B.

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4 https://www.wri.org/blog/2020/02/greenhouse-gas-emissions-by-country-sector. "Four Charts Explain Greenhouse Gas Emissions by Countries and Sectors," by Mengpin Ge and Johannes Friedrich, World Resources Institute (February 6, 2020).

5 Id.

Management

The Company will be managed by Energea Global LLC, a Delaware limited liability company ("Energea Global" or the "Manager"). The Manager will exercise complete control of the Company, the SPEs and the Projects. For example, the Manager will select each Project, negotiate the terms of the contracts for each Project, decide whether to borrow money and, if so, how much, oversee the design and construction of unbuilt Projects, perform due diligence on Projects the Company may acquire, decide whether and when to sell Projects, decide how much capital to raise through the sale of Class A Investor Shares, and decide how and whether to raise capital through other means.

Investors will have the right to remove the Manager only for narrowly defined "cause," and then only after following a procedure set forth in the LLC Agreement. See "Summary of LLC Agreement and Authorizing Resolution."

The Manager is, in turn, owned and controlled by Mike Silvestrini and Chris Sattler. See "Our Management Team."

Typical Project Characteristics

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- *Power Capacity*: We intend to focus on Projects of between 0.1 megawatts and 10 megawatts. (NOTE: The capacity of a solar project is determined in accordance with "standard testing conditions" established by certain laboratories worldwide. The actual output of a solar project fluctuates with solar irradiance.)
- *Locations*: We select locations based primarily on:
  - Demand for alternative energy;
  - Efficient access for maintenance;
  - Interconnection points with the electricity grid;
  - Solar irradiance; and
  - State-level policies that enable the development of renewable energy projects.
- *Right to Land*: Some Projects owned by the Company will be installed on Customer's rooftops, others will be located on remote parcels of real estate. In either scenario, the Company, and more specifically, the SPE, will obtain rights to access the Project to construct and maintain the Project. For rooftop Projects, site access is most commonly granted through the Power Purchase Agreement with the Customer. For Projects on remote real estate, the SPE will either purchase or lease the Property to ensure adequate access rights are protected.
- *Connecting Projects to Subscribers*: All Projects acquired or constructed by the Company will require permission to interconnect to the local electric grid. This permission is granted by the local interconnecting utility company.

- *Our Solar Equipment*: We use the same basic equipment used across the solar industry: the solar panels themselves, which turn sunlight into electrical energy; and the inverters, which convert the direct current from the panels to the alternating current used in homes and businesses. However, we buy our equipment only from certain manufacturers known for high quality and financial strength.
- *State-Level Incentives*: Many states in the United States have certain incentives to promote the development of renewable energy projects. There are a wide range of incentive types that include renewable energy credits ("RECs"), property and sales tax exemptions, net metering and community solar. The Company will seek to optimize those state-level incentives in order to increase the expected return on investment for the investors which may include transactions with third parties to monetize the renewable energy credits.
- *Federal Incentives*: In addition to state-level incentives, the Federal Government of the United States has created multiple tax-related incentives to promote the development of renewable energy projects. The incentives include the Investment Tax Credit ("ITC"), MACRS accelerated depreciation and bonus depreciation. The Company will seek to optimize those federal-level incentives in order to increase the expected return on investment for investors which may include transactions with third parties for the purpose to monetizing certain tax advantages ("Tax Equity").
- *When the Company Invests in Projects*: Normally, the Company will not invest in a Project until certain conditions are satisfied. Among these:
  - The SPE has executed contracts to access the Project, for engineering, procurement and construction of the Project, for operations and maintenance, and for the sale of the electricity;
  - The electric utility has confirmed that the Project can connect with the electric grid;
  - All environmental and installation permits have been obtained;

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- ○ We have executed installation service agreements (*e.g.*, for all civil and site work, electrical installation, installation of racking, etc.); and
- ○ We have obtained insurance.

Thus, in most cases Investors are not exposed to any Project-level risks until all these conditions are satisfied. However, the Company might make exceptions for exceptionally promising Projects.

How the Company Finds Projects – Development Companies

By and large, the Company finds Projects in partnership with third parties who are focused on developing solar projects, which we refer to as "Development Companies." In addition, the Manager may develop Projects on its own initiative, without third parties.

The Company's relationship with Development Companies can take a number of different forms. Sometimes a Development Company will not only identify a potential project, but also permit, engineer and construct it. Sometimes a Development Company will provide operations and maintenance support for a Project after it's built. Sometimes a Development Company will sell a Project SPE and exit the Project entirely. In general, the Development Company is responsible for ensuring that all the conditions described in "Typical Project Characteristics – When We Invest in Projects" immediately above.

NOTE: Development Companies are compensated for their work and their risk. This may include a developer fee or a continued economic interest in the Project SPE.

Leverage

The Company might (or might not) borrow money to invest in Projects, depending on the circumstances at the time. If the Company can raise money from Investors quickly enough through this Offering, the Company probably will not borrow. On the other hand, if the Company needs to move quickly on a Project and has not yet raised enough capital through this Offering, it might make up the shortfall through borrowing. The Manager will make this decision on an as-needed basis.

Sale of the Projects

Currently, the Company plans to hold our Projects indefinitely, creating a reliable stream of cash flow for Investors. Should the Company decide to sell one or more Projects, however, the Manager's experience in the industry suggests that the Projects could be sold for a profit:

- *Yield and Cashflow*: Many investment funds look for reliable cashflows generating a targeted yield. From the perspective of such a fund, any of the Projects or indeed the entire portfolio of Projects would be an attractive investment. With both revenue and most expenses locked in by contract, the cash flow should be predictable and consistent for as long as 20 years.
- *Project Consolidation*: Some of the Projects will be too small or unusual for institutional buyers to consider on their own. The Company could package these Projects into a larger, more standardized portfolio that will be attractive to these larger, more efficiency-focused players. In the aggregate, the portfolio of Projects is expected to generate 50+ megawatts of power with relatively uniform power contracts, engineering standards, and underwriting criteria. A portfolio of that size can bear the fees and diligence associated with an investment-banker-grade transaction.
- *Cash Flow Stabilization*: When the Company buys a Project, it will typically share the construction risk with the Development Company that originated the Project. Larger investors are generally unwilling to take on construction risk and will invest only in projects that are already generating positive cash flow, referred to as "stabilization." Thus, the Company will acquire Projects before stabilization and sell them after stabilization. Institutional investor interest in the Portfolio should increase as the Portfolio stabilizes.
- *Increase in Residual Value*: When the Company acquires a Project, the appraisal is based solely on the cash flows projected from executed contracts, with no residual value assumed for the Project. Truthfully, there is a high probability that a Project

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will continue to create revenue after its initial contract period in the form of a contract extension, repositioning, or sale into the merchant energy markets. This creates a sort of built-in "found value" for our Projects, which may be realized upon sale.

Our Revenue and Expenses

Revenue

The revenue from our Projects will consist primarily of the payments we receive from customers from the sale of electricity.

Expenses

The principal expenses of the Projects will consist of:

- Payments to third parties to operate and maintain the Projects
- Rental payments to landowners (if applicable)
- Debt service payments (where we borrow money)
- Utilities
- On-site security
- Payments to the third parties that manage subscribers (for community solar Projects)

Offices and Employees

The Company itself will not have offices or employees. Instead, the Manager will provide all services required to operate the Company (other than on-site construction, operation, and maintenance and other services provided by third parties), as well as the office space and equipment necessary to provide such services.

Factors Most Likely to Affect Our Business

The ability of the Company to conduct its business successfully depends on several critical factors:

- *The Price of Electricity from Other Sources*: Although some of our customers will choose solar power because they care about the environment and climate change, ultimately our Projects must compete on price. Our competitors include not just traditional utilities using fossil fuels, but other renewable energy project developers.
- *Government Policies*: Depending on the political environment, government policies could favor or disfavor solar power. For example, the Biden Administration has announced a major initiative to develop additional infrastructure which may include a cash refund in lieu of an investment tax credit which may benefit the Project economics and reduce reliance on tax equity markets.

PAST PERFORMANCE

Greenskies Renewable Energy, LLC

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Mike Silvestrini co-founded Greenskies Renewable Energy LLC ("Greenskies") with a $35,000 family loan in 2008. Under Mike's leadership, Greenskies:

- Built more 400 solar projects ranging from 200kW to 5MW, across 23 states from California to North Carolina.
- Closed and managed over $500 million of project finance.
- Signed some of America's largest corporations as customers, including Wal-Mart, Sam's Club, Amazon, and Target, as well as schools, universities, municipalities, and several large utilities.
- Did not experience a single customer default.
- Created thousands of direct and indirect jobs.
- Built best-in-industry information technology.
- Was named one of the Best Places to Work by the Hartford Courant in 2016.
- Was sold in 2017 for an enterprise value in excess of $165 million.

The business of Greenskies is very similar to the business of the Company. The type and the size of solar project is similar, the construction methods are similar, and the equipment itself will be nearly identical.

CAUTION: Past performance does not guaranty future results. Even though Mr. Silvestrini was successful with Greenskies, there are many reasons why the Company might not be successful, including all of those listed in "Risks of Investing."

Brazilian Solar Energy Funds

Energea Global, the Manager of the Company, is also the manager of two funds formed to acquire and operate solar power projects in Brazil:

- Energea Portfolio 1 LLC, which was formed to acquire and operate projects with large business customers.
- Energea Portfolio 2 LLC, which was formed to acquire and operate projects with residential and small business customers.

Both companies are conducting offerings under Regulation A, seeking to raise up to $50 million apiece. Both offerings were qualified by the SEC on August 13, 2020. As of April 30, 2021 Energea Portfolio 1 LLC had raised $230,510 and Energea Portfolio 2 LLC had raised $650,590.

To date, Energea Portfolio 1 LLC has acquired two solar projects and Energea Portfolio 2 LLC has acquired three.

THE COMPANY'S INITIAL PROJECT

As of the date of this Offering Circular the Company does not own any Projects and therefore has no cash flow or revenues. That said, the Company expects to acquire the following Project first:

	West School
Power Capacity	299.4 kW
Name of SPE	Phytoplankton Ponus Ridge Solar LLC
Location	New Canaan, CT
Land Status	Rooftop Project
Customer	Town of New Canaan

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Initial Contract Term	20 yrs
State Incentive	Connecticut ZREC
Purchase Price	$500,000.00
Estimated Equity	$380,000.00
Estimated Tax Equity	$120,000.00
Estimated Project IRR*	7.3%

*We calculate the internal rate of return for the Project based on the anticipated cash flows from the Project. In calculating the internal rate of return we assume that the Project will have a zero value at the expiration of the initial contract term. This is intentionally a conservative assumption. In almost all cases a Project will have some residual value, and sometimes a significant residual value. For example, we might enter into a new contract for the Project, even if at a lower price.

For each Project the Manager prepares a Project Memo, which includes extensive information about the Project as well as our financial assumptions and estimated results of operations. The Project Memo for the West School Project is attached as Appendix A to this Offering Circular. If and when the Company acquires additional Projects, we will provide a Project Memo for each.

The Estimated Results of Operations for each Project, including the West School Project, are based on contracts that have already been negotiated. Together, these contracts establish most of the revenue and expense items for each Project, although items of revenue and expense can vary based on built-in adjustment mechanisms like consumer prices. Items reflected in the Estimated Results of Operations other than those reflecting the terms of these contracts are based on assumptions the Manager believes are reasonable.

Key Contracts

The following summarizes the key contracts for the West School Project, each of which is attached as an Exhibit to this Agreement.

In addition to the Company, the contracts involve the following parties:

Party	Description
Phytoplankton Ponus Ridge Solar LLC, a Delaware limited liability company ("PPRS")	The special purpose vehicle formed to operate the West School Project, initially owned by an unrelated party, Plankton Energy, then purchased by the Company.
Plankton Energy, LLC, a New York limited liability company ("Plankton Energy")	An unrelated party engaged in the business of solar power development, *i.e.*, a Development Company.
Connecticut Light and Power Company (the "Utility").	The licensed utility that supplies power in the region where the West School is located.
Town of New Canaan Public Schools (the "School District").	
Plankton Asset Management LLC, a Delaware limited liability company wholly-owned by Plankton Energy ("Plankton Asset Management")	An unrelated party engaged in the business of operating and maintaining solar power projects.
Centurion Solar Energy LLC, a ________________ limited liability company (the "Contractor").	An unrelated party engaged in the business of building solar power projects.

Operating Agreement of SPE – Exhibit 1A-4B

Parties	Originally, Plankton Energy and PPRS. However, Plankton has assigned its interest to the Company pursuant to the Membership Interest Purchase Agreement.
Date	October 22, 2020
Summary	This contract governs the internal affairs of PPRS.

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Solar Power Purchase Agreement – Exhibit 1A-4C

Parties	PPRS and the School District.
Date	December 20, 2020
Summary	In this contract, PPRS agrees to sell electricity to the School District.

Contract for Connecticut Renewable Energy Credits – Exhibit 1A-4D

Parties	Originally, the Utility and the School District. However, the School District has assigned its interest to PPRS.
Date	November 26, 2018
Summary	In this contract, the Utility commits to pay the School District based on the solar energy purchased by the School District.

Solar Photovoltaic Construction Agreement – Exhibit 1A-4E

Parties	PPRS and the Contractor.
Date	December 4, 2020
Summary	In this contract, the Contract agrees to build the Project for PPRS.

Construction Management Agreement – Exhibit 1A-4F

Parties	PPRS and Plankton Energy.
Date	March 31, 2021
Summary	In this contract, PPRS engages Plankton (its parent company at the time the contract was entered into) to manage construction of the Project.

Membership Interest Purchase Agreement – Exhibit 1A-4G

Parties	The Company and Plankton Energy.
Date	March 30, 2021
Summary	In this contract, the Company agreed to purchase all of the limited liability company interests of PPRS from Plankton Energy, making PPRS a wholly-owned subsidiary of the Company.

Operation and Maintenance Agreement – Exhibit 1A-4H

Parties	PPRS and Plankton Asset Management.
Date	December 11, 2020
Summary	In this contract, PPRS engages Plankton Asset Management (an affiliate at the time the contract was entered into) to perform day-to-day operation and maintenance services for the Project.

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SECURITIES BEING OFFERED: THE CLASS A INVESTOR SHARES

Description of Securities

The Company is offering to the public up to $75,000,000 of Class A Investor Shares, which represent limited liability company interests in the Company. All of the rights and obligations associated with the Class A Investor Shares are set forth in:

- The LLC Agreement, which is attached as Exhibit 1A-2B; and

- The Authorizing Resolution, which is attached as Exhibit 1A-2C.

Price of Class A Investor Shares

Initially, the Company will offer the Class A Investor Shares at $1.00 per Class A Investor Share. During the term of this Offering, the Company expects to increase or decrease the price per Class A Investor Share to reflect changes in the value of the Projects and equalize returns for investors who invest at different times.

The value of the Projects will be determined by the Manager in its sole discretion using the comprehensive financial model it has developed for the Projects, projecting their cost and revenue (the "Financial Model"). In general, the Financial Model determines the value of Projects, and thus, the price of Class A Investor Shares is based on the current net present value of the Project's long term contracted free cash flow. Thus, factors that could cause changes to the price of Class A Investor Shares include (i) the addition of new Projects, (ii) changes in the anticipated revenue or costs associated with a Project, and (iii) the passage of time (as Projects release dividends, energy contracts age and the assets depreciate).

Voting Rights

Investors will have no right to vote or otherwise participate in the management of the Company. Instead, the Company will be managed by the Manager, Energea Global, exclusively.

Distributions

The Company intends to make distributions monthly, as conditions permit. The order of distributions will be governed by the Company's LLC Agreement and by the Authorizing Resolution.

Distributions are divided into two categories:

- Distributions of ordinary operating cash flow from the Projects; and

- Distributions of the net proceeds from "capital transactions" like the sale or refinancing of Projects ("net proceeds" means the gross proceeds of the capital transaction, reduced by the expenses of the transaction, including repayment of debt).

Distributions of ordinary operating cash flow will be made as follows:

- The Manager calculates the projected monthly operating cash flows from the Projects based on the contracts in place and other assumptions defined in the Project Memo for each Project ("Projected Cash Flow").

- The Projected Cash Flow is used to calculate a targeted internal rate of return ("IRR") for investments in the Company.

- A portion of the Projected Cash Flow will be paid to Investors before the manager receives its Promoted Interest ("Preferred Return"). See Compensation of Management – Promoted Interest.

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- To calculate the Preferred Return payment for each month, the Projected Cash Flow is multiplied by a percentage, such that the projected IRR of the Company is 6% (the "Adjusted Operating Cash Flow").

- Each month, the Adjusted Operating Cash Flow for that month is distributed to Investors.

- If the actual operating cash flow for any month exceeds the Adjusted Operating Cash Flow, we distribute the excess 80% to investors and 20% to the Manager.

- If the actual operating cash flow for any month is less than the Adjusted Operating Cash Flow, the Investors receive all the cash flow for that month and the shortfall is carried forward so that Investors achieve their 6% Preferred Return prior to any Promoted Interest is paid.

EXAMPLE: By way of example, suppose the Company has invested in one hypothetical Project with a projected lifespan of five years and the following Projected Cash Flow (note: this example shows annual cash flow, but actual calculations will be done monthly):

Project Cost	*Year 1 Operating Cash Flow*	*Year 2 Operating Cash Flow*	*Year 3 Operating Cash Flow*	*Year 4 Operating Cash Flow*	*Year 5 Operating Cash Flow*
$ 10,000	$ 3,500	$ 2,500	$ 4,000	$ 2,200	$ 3,000

Those cash flows yield an IRR of 16.35%.

To calculate the Adjusted Operating Cash Flow the Manager finds a single percentage which, when multiplied by each year of Projected Cash Flow, yields an IRR of 6% rather than 16.34%. For this hypothetical Project, that single percentage is 77.716%. The Manager multiplies each year's Projected Cash Flow by 77.716%:

Project Cost	*Year 1 Adjusted Operating Cash Flow*	*Year 2 Adjusted Operating Cash Flow*	*Year 3 Adjusted Operating Cash Flow*	*Year 4 Adjusted Operating Cash Flow*	*Year 5 Adjusted Operating Cash Flow*
$ 10,000	$ 2,720.07	$ 1,942.91	$ 3,108.65	$ 1,709.76	$ 2,331.49

Thus, for this hypothetical Company cash flow scenario, Investors would receive the first $2,720.07 of operating cash flow in Year 1, the first $1,942.91 in Year 2, and so forth. If the Project actually generated $3,500 of operating cash flow in Year 1, as projected, then Investors would receive the first $2,720.07 and the balance, or $779.93, would be divided 80%, or $623.94, to Investors and 20%, or $155.99, to the Manager.

Distributions of the net proceeds from a capital transaction will be made in the following order or priority:

- First, Investors will receive all the net proceeds until they have received a 6% internal rate of return from the portfolio.

- Second, any remaining net proceeds will be distributed 80% to the Investors and 20% to the Manager.

We refer to the amounts distributed to the Manager as its "Promoted Interest."

The Company expects to make distributions of ordinary operating cash flow on a monthly basis. Distributions of the net proceeds from capital transactions will be made, if at all, upon the occurrence of a capital transaction.

Whether to distribute operating cash flow or capital proceeds, and how much to distribute, are in the sole discretion of the Manager. No returns are guaranteed. Investors will receive distributions only if the Company generates distributable cash flow from the Projects.

DISTRIBUTIONS IN LIQUIDATION

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Distributions made in liquidation of the Company will be made in the manner described above, depending on whether the distributions consist of ordinary operating cash flow or net capital proceeds.

Preemptive rights

The holders of the Class A Investor Shares will not have preemptive rights. That means that if the Company decides to issue securities in the future, the holders of the Class A Investor Shares will not have any special right to buy those securities.

Liability to Make Additional Contributions

Once an Investor pays for his, her, or its Class A Investor Shares, the Investor will have no obligation to make further contributions to the Company. However, there could be circumstances where an Investor who has received distributions with respect to his, her, or its Class A Investor Shares is required to return part or all of the distribution.

How We Decide How Much To Distribute

To determine how much to distribute, the Manager will calculate the revenue from each Project, add miscellaneous income like interest, add any proceeds the SPE may have received from the sale or refinancing of Projects, then subtract actual expenses of operating the Projects, including debt service, operations and maintenance, insurance, banking and accounting expenses. Then, any expenses borne at the Company level (i.e. annual financial audits, legal expenses or costs associated with this Regulation A offering) are paid for. Finally, depending on the circumstances at the time, the Manager may decide how much should be held in reserve against future contingencies. The amount distributed is therefore the revenue from the Projects, minus all Project expenses, minus Company expenses, minus the reserve amount for any given month.

The revenue and expenses of our Projects will be denominated in USD.

Withholding

In some situations, the Manager might be required by law to withhold taxes and/or other amounts from distributions made to Investors. The amount we withhold will still be treated as part of the distribution. For example, if we distribute $100 to an Investor and are required to withhold $10 in taxes, for our purposes the Investor will be treated as having received a distribution of $100 even though only $90 was deposited in the Investor's bank account.

No Guaranty

The Company can only distribute as much money as the Company has available for distributions. There is no guaranty that the Company will have enough money, after paying expenses, to distribute enough to pay a 6% annual return to Investors or even to return all of their invested capital.

Transfers

Investors may freely transfer their Class A Investor Shares, but only after providing the Manager with written assurance that (i) the transfer is not required to be registered under the Securities Act of 1933, and (ii) the transferor or the transferee will reimburse the Company for expenses incurred in connection with the transfer.

Mandatory Redemptions

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The Manager may require an Investor to sell his, her, or its Class A Investor Shares back to the Company:

- If the Investor is an entity governed by the Employee Retirement Income Security Act of 1974, Code section 4975, or any similar Federal, State, or local law, and the Manager determines that all or any portion of the assets of the Company would, in the absence of the redemption, more likely than not be treated as "plan assets" or otherwise become subject to such laws.

- If the Manager determines that the Investor has engaged in certain misconduct.

If an Investor's Class A Investor Shares are purchased by the Company as provided above, the price will be equal to 90% of the then-current value of such Class A Investor Shares as determined by the Company in accordance with the Financial Model.

The purchase price will be paid through the Platform.

Limited Right of Redemption

An Investor who has owned Class A Investor Shares for at least three years may sell their shares through the Platform. Upon receipt of a redemption request, via the Platform, the Manager shall use commercially reasonable efforts to arrange for the purchase, although there is no guaranty that the necessary funds will be available or that a buyer can be found. If the Manager is not able to purchase or arrange for the purchase of the Class A Investor Shares, the Investor may either rescind or maintain the request.

In seeking to accommodate a request of redemption from an Investor, the Manager is not required to do any of the following:

- Buy the Class A Investor Shares for its own account;

- Contribute money to buy the Class A Investor Shares;

- Borrow money or dispose of assets; or

- Take any other action the Manager believes would be adverse to the interests of the Company, itself or its other Investors.

If an Investor's Class A Investor Shares are purchased pursuant to a redemption request, the price per share at the time of such redemption, as determined by the Financial Model.

If more than one Investor asks the Manager to purchase or arrange for the purchase of Class A Investor Shares, the Manager will consider the requests in the order received.

Rights of Common Shares

Immediately following the Offering the Company will have two classes of securities outstanding: Class A Investor Shares and Common Shares. Investors will own all the Class A Investor Shares while the Manager will own all the Common Shares. The principal rights associated with the Common Shares are as follows:

- *Distributions*: As the holder of the Common Shares, the Manager will be entitled to the distributions described above.

- *Voting Rights*: The Common Shares will have no voting rights *per se*. However, the Manager, in its capacity as the manager of the Company, will control the Company.

- *Obligation to Contribute Capital*: Holders of the Common Shares will have no obligation to contribute capital to the Company.

- *Redemptions*: Holders of the Common Shares will have no right to have Common Shares redeemed

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LIMIT ON AMOUNT A NON-ACCREDITED INVESTOR CAN INVEST

As long as an Investor is at least 18 years old, they can invest in this Offering. But if the Investor not an "accredited" investor, the amount they can invest is limited by law.

Under 17 CFR §230.501, a regulation issued by the Securities and Exchange Commission, the term "accredited investor" includes:

- A natural person who has individual net worth, or joint net worth with the person's spouse or spousal equivalent, that exceeds $1 million at the time of the purchase, excluding the value of the primary residence of such person;
- A natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year;
- A natural person who holds any of the following licenses from the Financial Industry Regulatory Authority (FINRA): a General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82), or a Licensed Investment Adviser Representative license (Series 65);
- A natural person who is a "knowledgeable employee" of the issuer, if the issuer would be an "investment company" within the meaning of the Investment Company Act of 1940 (the "ICA") but for section 3(c)(1) or section 3(c)(7) of the ICA;
- An investment adviser registered under the Investment Advisers Act of 1940 (the "Advisers Act") or the laws of any state;
- Investment advisers described in section 203(l) (venture capital fund advisers) or section 203(m) (exempt reporting advisers) of the Advisers Act;
- A trust with assets in excess of $5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person;
- A business in which all the equity owners are accredited investors;
- An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million;
- A bank, insurance company, registered investment company, business development company, small business investment company, or rural business development company;
- A charitable organization, corporation, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets exceeding $5 million;

- A "family office," as defined in rule 202(a)(11)(G)-1 under the Advisers Act, if the family office (i) has assets under management in excess of $5,000,000, (ii) was not formed for the specific purpose of acquiring the securities offered, and (iii) is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- Any "family client," as defined in rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements above, whose investment in the issuer is directed by such family office;

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- Entities, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that were not formed to invest in the securities offered and own investment assets in excess of $5 million; or
- A director, executive officer, or general partner of the company selling the securities, or any director, executive officer, or general partner of a general partner of that issuer.”]

If the Investor falls within any of those categories, then the Investor can invest any amount permitted on the Platform. If the Investor does not fall within any of those categories, then the most they can invest in this Offering is the greater of:

- 10% of their annual income; or
- 10% of their net worth.

These limits are imposed by law, not by the Company.

The Company will determine whether an Investor is accredited when he, she, or it creates an account on the Platform.

SALE AND DISTRIBUTION OF SECURITIES

The Company is offering to sell up to $75,000,000 of Class A Investor Shares to the public.

The Offering will begin as soon as our Offering Statement is “qualified” by the SEC and will end on the sooner of (i) a date determined by the Company, or (ii) the date the Offering is required to terminate by law.

Only the Company is offering securities in this Offering. None of our existing officers, directors, or stockholders is offering or selling any securities.

The Company is not using an underwriter or broker to sell the Class A Investor Shares, and is not paying commissions. Class A Investor Shares will be offered and sold only through the Platform.

The Company reserves the right to reject any subscription to purchase Class A Investor Shares in this Offering in whole or in part and for any reason (or no reason). If the Company rejects an investment, it will return all the Investor’s money without interest or deduction.

After the Offering has been “qualified” by the Securities and Exchange Commission, the Manager intends to advertise the Offering using the Platform and through other means, including public advertisements, social media and audio-visual materials, in each case, only as we authorize and in compliance with 17 CFR §251(d)(1)(iii), which provides that any written offers must be accompanied with or preceded by the most recent offering circular filed with the SEC. Although these materials will not contain information that conflicts with the information in this Offering Circular and will be prepared with a view to presenting a balanced discussion of risk and reward with respect to the Class A Investor Shares, the advertising materials will not give a complete understanding of this Offering, the Company, or the Class A Investor Shares and are not to be considered part of this Offering Circular. The Offering is made only by means of this Offering Circular and prospective Investors must read and rely on the information provided in this Offering Circular in connection with their decision to invest in Class A Investor Shares.

HOW TO INVEST

To buy Class A Investor Shares, go to the Platform and follow the instructions. You will be asked for certain information about yourself, including:

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- Your name and address
- Your email address
- Your social security number (for tax reporting purposes)
- Whether you are an "accredited investor"
- If you are not an accredited investor, your income and net worth

You will also be asked to sign an Investment Agreement, a copy of which is attached as Exhibit 1A-4.

The minimum investment is $100. You will pay for your Class A Investor Shares using one of the options described on the Platform.

The information you submit, including your signed Investment Agreement, is called your "subscription." The Manager will review your subscription and decide whether to accept it. The Manager has the right to accept or reject subscriptions in our sole discretion, for any reason or for no reason.

When and if the Manager confirms that your subscription is complete and decided to accept your subscription, the Manager will release your money from the escrow account to the Company.

Once the Manager has accepted your subscription, you will be notified by email and the investment process will be complete. The Manager will also notify you by email if it does not accept your subscription, although it might not explain why.

You will not be issued a paper certificate representing your Class A Investor Shares.

Anyone can buy Class A Investor Shares. The Manager does not intend to limit investment to people with a certain income level or net worth, although there are limits on how much non-accredited investors may invest in this Offering. For more information, please refer to "Limit On Amount a Non-Accredited Investor Can Invest."

USE OF PROCEEDS

The Manager expects the Offering itself to cost about $50,000, including legal and accounting fees – principally the cost of preparing this Offering Circular, having the Offering "qualified" by the SEC, and filing notices with states where our investors live, as required by state law. Otherwise, all of the proceeds of the Offering, no matter how much we raise, will be used to acquire Projects.

We might acquire Projects using the Manager's capital before we have raised enough capital from Investors. In that case we will replace the Manager's capital with capital from Investors as soon as we raise it. To the extent the Manager or its affiliates invest capital, they will do so on the same terms as other Investors.

The Company is not paying commissions to underwriters, brokers, or anybody else for selling or distributing the Class A Investor Shares. Because we are not paying any commissions, more of your money can go to work for you. In some cases, retirement custodians, investment advisers, and other intermediaries will offer to invest on behalf of their clients. In such cases, the custodian, adviser or intermediary will be paid a fee from their client's invested funds. In such cases, the client (rather than the Company) is paying those fees.

SUMMARY OF LLC AGREEMENT AND AUTHORIZING RESOLUTION

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The Company as a whole is governed by an agreement called "Limited Liability Company Agreement" dated March 22, 2021. We refer to this as the "LLC Agreement."

The Class A Investor Shares being offered in this Offering were created when the Manager adopted a resolution pursuant to section 3.1 of the LLC Agreement. We refer to this as the "Authorizing Resolution."

The following summarizes some of the key provisions of the LLC Agreement and the Authorizing Resolution. This summary is qualified in its entirety by the LLC Agreement itself, which is included as Exhibit 1A-2B, and by the Authorizing Resolution itself, which is included as Exhibit 1A-2C.

Formation and Ownership

The Company was formed in Delaware on March 11, 2021 pursuant to the Delaware Limited Liability Company Act.

Under the LLC Agreement, ownership interests in the Company are referred to as "Shares," while the owners, are referred to as "Investor Members."

Immediately before this Offering, the only owner of the Company was the Manager. Investors who buy Class A Investor Shares in the Offering will become owners, and the Company might admit other owners in the future.

Shares and Ownership

The interests in the Company are denominated by 501,000,000 "Shares". The Manager may further divide the 500,000,000 Investor Shares into one or more series, by adopting one or more authorizing resolutions.

The Manager adopted the Authorizing Resolution to create the Class A Investor Shares. Any Investor who buys Class A Investor Shares in the Offering will be an "Investor Member" under the LLC Agreement.

The Class A Investor Shares will be owned by Investors and are the subject of this Offering. By adopting other authorizing resolutions, the Manager may create, offer, and sell other series of Investor Shares in the future, which could have rights superior to the rights of the Class A Investor Shares.

Management

The Manager has complete discretion over all aspects of the business conducted by the Company. For example, the Manager may (i) admit new members to the Company; (ii) enter into contracts on behalf of the Company; (iii) borrow money; (iv) acquire and dispose of assets; (v) determine the timing and amount of distributions to Members; (vi) create new classes of limited liability company interests; (vii) determine the information to be provided to the Members; (viii) grant liens and other encumbrances on the assets of the Company; (ix) and dissolve the Company.

Investors who purchase Class A Investor Shares will not have any right to vote on any issue other than certain amendments to the LLC Agreement, or to remove the Manager.

The Manager can be removed for "cause" under a procedure set forth in section 5.6 of the LLC Agreement.

The term "cause" includes:

- An uncured breach of the LLC Agreement by the Manager; or
- The bankruptcy of the Manager; or
- Certain misconduct on the part of the Manager, if the individual responsible for the misconduct is not terminated.

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A vote to remove the Manager for cause must be approved by Investor Members owning at least 75% of the outstanding Investor Shares. Whether "cause" exists would then be decided in arbitration proceedings conducted under the rules of the American Arbitration Association, rather than in a court proceeding.

These provisions are binding on every person who acquires Class A Investor Shares, including those who acquire Class A Investor Shares from a third party, *i.e.*, not from the Company.

Exculpation and Indemnification of Manager

The LLC Agreement protects the Manager and its employees and affiliates from lawsuits brought by Investors. For example, it provides that the Manager will not be responsible to Investors for mistakes, errors in judgment, or other acts or omissions (failures to act) as long as the act or omission was not the result of the Manager's (i) willful misfeasance, (ii) bad faith, or (iii) gross negligence in the performance of, or reckless disregard of its duties under the LLC Agreement. This limitation on the liability of the Manager and other parties is referred to as "exculpation."

The LLC Agreement also requires the Company to indemnify (reimburse) the Manager, its affiliates, and certain other parties from losses, liabilities, and expenses they incur in performing their duties. For example, if a third party sues the Manager on a matter related to the Company's business, the Company would be required to indemnify the Manager for any losses or expenses it incurs in connection with the lawsuit, including attorneys' fees. However, this indemnification is not available where a court or other juridical or governmental body determines that the Manager or other person is not entitled to be exculpated under the standard described in the preceding paragraph.

Notwithstanding the foregoing, no exculpation or indemnification is permitted to the extent such exculpation or indemnification would be inconsistent with the requirements of federal or state securities laws or other applicable law.

The detailed rules for exculpation and indemnification are set forth in section 6.2 of the LLC Agreement.

Obligation to Contribute Capital

Once an Investor pays for his, her, or its Class A Investor Shares, he, she, or it will not be required to make any further contributions to the Company. However, if an Investor has wrongfully received a distribution he, she, or it might have to pay it back.

Personal Liability

No Investor will be personally liable for any of the debts or obligations of the Company.

Distributions

The manner in which the Company will distribute its available cash is described in "Securities Being Offered – Distributions."

Transfers and First Right of Refusal

In general, Investors may freely transfer their Class A Investor Shares. However, if an Investor wants to sell Class A Investor Shares, the Investor may only offer the Class A Investor Shares to the Manager via the Platform.

Death, Disability, Etc.

If an Investor who is a human being (as opposed to an Investor that is a legal entity) should die or become incapacitated, the Investor or his, her or its successors will continue to own the Investor's Class A Investor Shares.

Fees to Manager and Affiliates

The Company will pay certain management fees and other fees to the Manager, as summarized in "Management Fees."

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Mandatory Redemption

The Manager may cause the Company to redeem (purchase) the Class A Investor Shares owned by an Investor in any of three circumstances (in effect kicking the Investor out of the deal) as described in "Securities Being Offering – Mandatory Redemptions."

"Drag-Along" Right

If the Manager wants to sell the business conducted by the Company, it may affect the transaction as a sale of the Project owned by the Company or as a sale of all the Shares in the Company. In the latter case, Investors will be required to sell their Class A Investor Shares as directed by the Manager, receiving the same amount they would have received had the transaction been structured as a sale of assets.

Electronic Delivery

All documents, including all tax-related documents, will be transmitted by the Company to Investors via email and/or through the Platform.

Amendment

The Manager may amend the LLC Agreement unilaterally (that is, without the consent of anyone else) for a variety of purposes, including to:

- Cure ambiguities or inconsistencies in the LLC Agreement;
- Add to its own obligations or responsibilities;
- Conform to this Offering Circular;
- Comply with any law;
- Ensure that the Company isn't treated as an "investment company" within the meaning of the Investment Company Act of 1940;
- Do anything else that could not reasonably be expected to have, an adverse effect on Investors.

An amendment that has, or could reasonably be expected to have, an adverse effect on Investors, requires the consent of the Manager and Investors holding a majority of the Class A Investor Shares.

An amendment that would require an Investor to make additional capital contributions or impose personal liability on an Investor requires the consent of the Manager and each affected Investor.

Information Rights

Within 120 days after the end of each fiscal year of the Company, the Manager will provide Investors with (i) a statement showing in reasonable detail the computation of the distributions made by the Company, and (ii) audited financial statements of the Company.

In addition, each year the Company will provide Investors with a detailed statement showing:

- The fees paid to the Manager and its affiliates; and
- Any transactions between the Company and the Manager or its affiliates.

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In each case, the detailed statement will describe the services performed and the amount of compensation paid.

As a "Tier 2" issuer under Regulation A, the Company will also be required to provide investors with additional information on an ongoing basis, including annual audited financial statements, annual reports filed on SEC Form 1-K, semiannual reports filed on SEC Form 1-SA, special financial reports filed on SEC Form 1-K, and current reports on SEC Form 1-U. If, however, our Class A Investor Shares are held "of record" by fewer than 300 persons, these reporting obligations could be terminated.

A Member's right to see additional information or inspect the books and records of the Company is limited by the LLC Agreement.

U.S. FEDERAL INCOME TAXES

The following summarizes the most significant Federal income tax consequences of acquiring Class A Investor Shares. This summary is based on the current U.S. Internal Revenue Code (the "Code"), the current regulations issued by the Internal Revenue Service ("Regulations"), and current administrative rulings and court decisions, all as they exist today. All of these tax laws could change in the future.

This is only a summary, applicable to a generic Investor. Your personal situation could differ. We encourage you to consult with your own tax advisor before investing.

CLASSIFICATION AS A PARTNERSHIP

The Company will be treated as a partnership for federal income tax purposes, while each SPE will be disregarded for tax purposes. As a partnership, the Company will not itself be subject to federal income taxes. Instead, each Investor will be required to report on his, her, or its federal income tax return a distributive share of the Company's income, gains, losses, deductions and credits for the taxable year, without regard to whether the Investor receives any distributions. Each Investor's distributive share of such items will be determined in accordance with the LLC Agreement.

Each Investor will receive an IRS Schedule K-1 each year, showing the Investor's distributive share of the Company's income, gains, losses, deductions and credits. The Manager will try to have K-1s to Investors no later than February 28th.

DEDUCTION OF LOSSES

The Company is not expected to generate significant losses for federal income tax purposes. If it does generate losses, each Investor may deduct his, her, or its allocable share subject to the basis limitations of Code section 704(d), the "at risk" rules of Code section 465, and the "passive activity loss" rules of Code section 469. Unused losses generally may be carried forward indefinitely. The use of tax losses generated by the Company against other income may not provide a material benefit to Investors who do not have other taxable income from passive activities.

LIMITATION ON CAPITAL LOSSES

An Investor, who is an individual, may deduct only $3,000 of net capital losses every year (that is, capital losses that exceed capital gains). Net capital losses in excess of $3,000 per year may generally be carried forward indefinitely.

LIMITATION ON INVESTMENT INTEREST

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Interest that is characterized as "investment interest" generally may be deducted only against investment income. Investment interests would include, for example, interest paid by an Investor on a loan that was incurred to purchase Class A Investor Shares and interest paid by the Company to finance investments, while investment income would include dividends and interest but would not generally include long term capital gain. Thus, it is possible that an Investor would not be entitled to deduct all of his or her investment interest. Any investment interest that could not be deducted may generally be carried forward indefinitely.

Allocations of Profits and Losses

The profits and losses of the Company will be allocated among all of the owners of the Company (including the Investors) pursuant to the rules set forth in the LLC Agreement. In general, the Company will seek to allocate such profits and losses in a manner that corresponds with the distributions each owner is entitled to receive, *i.e.*, so that tax allocations follow cash distributions. Such allocations will be respected by the IRS if they have "substantial economic effect" within the meaning of Code section 704(b). If they do not, the IRS could re-allocate items of income and loss among the owners.

Sale or Exchange of Class A Investor Shares

In general, the sale of Class A Investor Shares by an Investor will be treated as a sale of a capital asset. The amount of gain from such a sale will generally be equal to the difference between the selling price and the Investor's tax basis. Such gain will generally be eligible for favorable long-term capital gain treatment if the Class A Investor Shares were held for at least 12 months. However, to the extent any of the sale proceeds are attributable to substantially appreciated inventory items or unrealized receivables, as defined in Code section 751, the Investor will recognize ordinary income.

A gift of Class A Investor Shares will be taxable if the donor-owner's share of the Company's debt is greater than his or her adjusted basis in the gifted interest. The gift could also give rise to federal gift tax liability. If the gift is made as a charitable contribution, the donor-owner is likely to realize gain greater than would be realized with respect to a non-charitable gift, since in general the owner will not be able to offset the entire amount of his adjusted basis in the donated Class A Investor Shares against the amount considered to be realized as a result of the gift (*i.e.*, the debt of the Company).

Transfer of Class A Investor Shares by reason of death would not in general be a taxable event, although it is possible that the IRS would treat such a transfer as taxable where the decedent-owner's share of debt exceeds the pre-death basis of his interest. The decedent-owner's transferee will take a basis in the Class A Investor Shares equal to its fair market value at death (or, in certain circumstances, on the date six (6) months after death), increased by the transferee's share of debt. For this purpose, the fair market value will not include the decedent's share of taxable income to the extent attributable to the pre-death portion of the taxable year.

Treatment of Distributions

Upon the receipt of any distribution of cash or other property, including a distribution in liquidation of the Company, an Investor generally will recognize income only to the extent that the amount of cash and marketable securities he, she, or it receives exceed the basis of his, her, or its Class A Investor Shares. Any such gain generally will be considered as gain from the sale of Class A Investor Shares.

Alternative Minimum Tax

The Code imposes an alternative minimum tax on individuals and corporations. Certain items of the Company's income and loss may be required to be taken into account in determining the alternative minimum tax liability of Investors.

Taxable Year

The Company will report its income and losses using the calendar year. In general, each Investor will report his, her, or its share of the Company's income and losses for the taxable year of such Investor that includes December 31st, *i.e.*, the calendar year for individuals and other owners using the calendar year.

Section 754 Election

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The Company may, but is not required to, make an election under Code section 754 on the sale of Class A Investor Shares or the death of an Investor. The result of such an election is to increase or decrease the tax basis of the assets of the Company for purposes of allocations made to the buyer or beneficiary which would, in turn, affect depreciation deductions and gain or loss on sale, among other items.

Tax Returns and Information; Audits; Penalties; Interest

The Company will furnish each Investor with the information needed to be included in his federal income tax returns. Each Investor is personally responsible for preparing and filing all personal tax returns that may be required as a result of his purchase of Class A Investor Shares. The tax returns of the Company will be prepared by accountants selected by the Company.

If the tax returns of the Company are audited, it is possible that substantial legal and accounting fees will have to be paid to substantiate our position and such fees would reduce the cash otherwise distributable to Investors. Such an audit may also result in adjustments to our tax returns, which adjustments, in turn, would require an adjustment to each Investor's personal tax returns. An audit of our tax returns may also result in an audit of non-Company items on each Investor's personal tax returns, which in turn could result in adjustments to such items. The Company is not obligated to contest adjustments proposed by the IRS.

Each Investor must either report Company items on his tax return consistent with the treatment on the information return of the Company or file a statement with his tax return identifying and explaining the inconsistency. Otherwise the IRS may treat such inconsistency as a computational error and re-compute and assess the tax without the usual procedural protections applicable to federal income tax deficiency proceedings.

The Code imposes interest and a variety of potential penalties on underpayments of tax.

Other U.S. Tax Consequences

The foregoing discussion addresses only selected issues involving Federal income taxes and does not address the impact of other taxes on an investment in the Company, including federal estate, gift, or generation-skipping taxes, or State and local income or inheritance taxes. Prospective Investors should consult their own tax advisors with respect to such matters.

MANAGEMENT DISCUSSION

Operating Results

The Company was organized under the Delaware Limited Liability Company Act on March 11, 2021. As of the date of this Offering Circular, we have not yet begun operations other than those associated with general start-up and organizational matters. As of the date of this Offering Circular, the Company has acquired one Project under construction and has no revenues or cash flows.

The Company is obligated to reimburse the Manager for expenses the Manager incurs in connection with the Offering, before the Offering Circular is qualified by the SEC. We currently estimate that those expenses will be approximately $50,000.

We intend to use the proceeds of this Offering to build, acquire, and operate Projects.

Apart from our efforts to raise money from the sale of Class A Investor Shares in this Offering, we are not aware of any trends or any demands, commitments, events, or uncertainties that will result in or that are reasonably likely to result in our liquidity increasing or decreasing in any material way.

Liquidity and Capital Resources

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Our Manager has advanced $___________ to the Company to ensure that the Company can acquire and operate the West School Project. The Manager's advance will be repaid from the proceeds of the Offering, if any.

Otherwise, the Company has no immediately available sources of liquidity other than the proceeds of the Offering. At the same time, the Company currently has no capital commitments other than those associated with the West School project. The Company intends to make capital commitments only if it raises sufficient funds in the Offering.

Trends

The Company is not aware of any trends, uncertainties, demands, commitments, or events that are reasonably likely to have a material effect on our net sales or revenues, income from continuing operations, profitability, liquidity, or capital resources. We caution, however, that any of the items listed in "Risks of Investing," including but not limited to the risks presented by the COVID-19 pandemic, could have a material adverse effect.

OUR MANAGEMENT TEAM

Names, Ages, Etc. *

Name	*Position*	*Age*	*Term of Office*	*Approximate Hours Per Week If Not Full Time*
Directors				
Mike Silvestrini	Director	41	One year	N/A
Chris Sattler	Director	41	One year	N/A
Executive Officers				
Mike Silvestrini	Partner	41	Indefinite	Full Time
Chris Sattler	Partner	41	Indefinite	Full Time
Significant Employees				
Gray Reinhard	CTO	37	At will	Full Time
Isabella Mendonça	General Counsel	30	At will	Full Time
Luiz Leão	CFO	33	At will	Full Time

* The Company itself has no officers or employees. The individuals listed above the Directors, Executive Officers, and Significant Employees of Energea Global, the Manager of the Company.

Family Relationships

There are no family relationships among the Executive Officers and significant employees of the Company.

Ownership of Related Entities

Energea Global, the Manager of the Company, is owned by Mike Silvestrini and Chris Sattler.

Energea Global may create an affiliated development company in the United States to perform certain services related to the origination, development and operations of the Projects. If such an entity is created, it would be owned by Energea Global.

Business Experience

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Mike Silvestrini

Mike co-founded Greenskies Renewable Energy, LLC ("Greenskies") with a $35,000 family loan in 2008 and sold the company for more than $165 million enterprise value in 2017. Mike was directly responsible for closing and managing over $500 million of project finance, building and owning over 400 solar projects ranging from 200kW to 5MW, creating industry-leading operations asset management departments and expanding the company's footprint across 23 states from California to South Carolina. Greenskies was ranked #1 by market share for commercial and industrial solar developers by Greentech Media, with customers including Wal-Mart, Sam's Club, Amazon, Target and several of the largest electric utilities in the United States. It was also named one of the Best Places to Work by the Hartford Courant in 2016.

Mike was named "40 Under 40" by the Hartford Business Journal in 2012, and again by Connecticut Magazine in 2016. In 2017, he was named Entrepreneur of the Year by Junior Achievement. He was a national merit scholar at Boston University and was a Peace Corps volunteer in Mali, West Africa. He also serves on the Board of Directors of Big Life Foundation, a wildlife conservation and security group based in Kenya.

Mike lives in Connecticut with his wife and two children.

Chris Sattler

Chris is an experienced energy executive with a track record of startup success. He has founded over 10 companies with the majority in the retail energy industry. Previous positions include Vice President at Clean Energy Collective, President of Plant.Smart Energy Solutions, and Co-Founder and COO at North American Power.

As COO of North American Power, Chris led the company into 35+ utility markets throughout the United States, with over 1,000,000 residential and small commercial customers. In 2017 the company was sold to Calpine, the largest independent power producer in North America. At the time of sale, North American Power had annual gross sales in excess of $850 million.

Chris studied at the University of Connecticut, School of Business, and received a Bachelor's degree in Real Estate and Urban Economics. He is also a Harvard Business School Alumni through the Program for Leadership Development. He lives in Rio De Janeiro.

Gray Reinhard

Gray is an experienced software engineer specializing in business intelligence tools across multiple industries. Early in Gray's career, he worked primarily in E-Commerce where he built and supported sites for over 20 brands including several fortune 500 companies. From there, Gray moved into renewable energy where he developed the project management software for the country's largest commercial solar installer, Greenskies. This custom platform managed everything from sales and financing to the construction, maintenance, and performance monitoring of over 400 solar projects.

Most recently, Gray served as CTO for real estate technology company Dwell Optimal which leverages technology to reinvent the corporate travel experience. Gray studied at Princeton University and currently splits his time between Greenpoint, Brooklyn and his cabin in the Catskills.

Isabella Mendonça

Isabella is a corporate lawyer with experience in cross-border M&A transactions and the drafting and negotiation of highly complex contracts and corporate acts in different sectors, such as energy, oil & gas and infrastructure. Isabella has previously worked as an attorney for Deloitte and Mayer Brown in Brazil, where she was an associate in the Energy Group, working in regulatory, contractual and corporate matters related to renewable energy project development.

Isabella studied law at Fundacão Getulio Vargas, in Brazil and has a master's degree (LLM) from the University of Chicago, where she currently lives.

Luis Leão

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With more than a decade of experience in finance, Luiz has held positions in large investment banks such as BTG Pactual and XP Inc. where he was responsible for fundraising and originating, structuring and developing transactions with large corporate clients, financial sponsors and family offices. Led or participated in infrastructure financing deals including more than 500MW of renewable energy projects.

Legal Proceedings

Within the last five years, no Director, Executive Officer, or Significant Employee of the Company has been convicted of, or pleaded guilty or no contest to, any criminal matter, excluding traffic violations and other minor offenses.

Within the last five years, no Director, Executive Officer, or Significant Employee of the Company, no partnership of which an Executive Officer or Significant Employee was a general partner, and no corporation or other business association of which an Executive Officer or Significant Employee was an executive officer, has been a debtor in bankruptcy or any similar proceedings.

Summary of Business Experience

The following chart summarizes the business experienced of our management team over the last five years:

Name	*Employer(s)*	*Position(s)*	*Duties*
Mike Silvestrini	● Greenskies ● Self-employed ● Energea Global	● Founder ● CEO ● Principal Partner	All aspects of creating and leading enterprises focused on distributed-scale renewable energy.
Chris Sattler	● North American Power ● Plant Smart Energy Solutions ● Clean Energy Collective ● Energea Global	● Founder ● COO ● VP of Business Development ● Principal Partner	All aspects of creating and leading enterprises focused on deregulated energy, with a focus on business development and expanded knowledge of solar and community solar business models.
Gray Reinhard	● Greenskies ● Self-Employed ● Dwell Optimal ● Energea Global	● CTO ● Software Engineer ● CTO ● Partner, CTO	Building, designing, and maintaining technology platforms for project management, corporate real estate, and crowdfunding investments in renewable energy.
Isabella Mendonça	● Deloitte ● Mayer Brown	● Corporate Counsel ● Associate Counsel	Responsible for regulatory, contractual and corporate matters related to renewable energy project development
Luiz Leão	● BTG Pactual ● XP Investimentos	● Associate Director ● Analyst	Responsible for corporate and investment banking coverage for the south region of Brazil.

COMPENSATION OF MANAGEMENT

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Overview

The Manager makes money from the Company in (only) three ways:

- They receive fees;
- They invest alongside Investors and receive the same distributions as Investors; and
- They receive the Promoted Interest.

All three forms of compensation are discussed below.

The Company itself does not have any employees or payroll. For example, Mike Silvestrini, the Managing Partner of the Manager, does not receive any salary, bonuses, or other compensation directly from the Company. Instead, all of his compensation is paid from the fees paid to the Manager and from the Promoted Interest. The same is true for all of the other executive officers and employees.

Fees

Type of Fee	*Description*
Reimbursement	The Company must reimburse the Manager for expenses the Manager incurs in connection with the Offering before the Offering Circular is qualified by the Securities and Exchange Commission. *Estimate*: We currently estimate that those expenses will be approximately $50,000.
Asset Management	The Manager will charge the Company a monthly asset management fee equal to 0.167% of the aggregate capital that has been invested in Projects that have begun to generate distributions. *Estimate*: The amount of the asset management fee will depend on (i) how much capital is raised in the Offering, and (ii) the value of our Projects. If we acquire the first Project solely with equity (*i.e.*, without borrowing) and they begin to generate distributions, the asset management fee would be approximately $920 per month.
Developer	The Manager or a Development Company affiliate of the Manager, might originate and develop Projects that are acquired by the Company. If so, the Manager or the affiliate, whichever the case may be, shall be entitled to compensation that is no greater than 7% of the Project's cost. *Estimate*: The amount of the developer fee will depend on the number of Projects the Manager develops for the Company and their cost. We cannot make a reasonable estimate at this time.

Co-Investment

The Manager (and possibly its affiliates) might purchase Class A Investor Shares. If so, they will be entitled to the same distributions as other Investors.

Promoted Interest

As described in "Securities Being Offered – Distributions," the Manager is entitled to receive certain distributions from the Company that we refer to as the Manager's "Promoted Interest." How much money the Manager ultimately receives as a Promoted Interest depends on several factors, including:

- The total returns the Company is able to achieve;

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- When those returns are achieved;
- When the Company distributes money to Investors; and
- The amount of expenses the Company incurs.

Report to Investors

No less than once per year, the Company will provide Investors with a detailed statement showing:

- The fees paid to the Manager and its affiliates; and
- Any transactions between the Company and the Manager or its affiliates.

In each case, the detailed statement will describe the services performed and the amount of compensation paid.

Method of Accounting

The compensation described in this section was calculated using the accrual method of accounting.

Stages of Development

The stages of the Company's organization, development, and operation, and the compensation paid by the Company to the Manager and its affiliates during each stage, are as follows:

Stage of Company	*Compensation*
Organization of Company	● Reimbursement of Expenses
Acquisition of Projects	● Asset Management Fee ● Developer Fee
Operation of Projects	● Asset Management Fee ● Promoted Interest
Sale of Projects	● Asset Management Fee ● Promoted Interest

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTION

As of the date of this Offering Circular, we anticipate that the Company will enter into transactions with related parties in at least one circumstance: where the Company acquires a Project from a related Development Company. Any such arrangement will be substantially the same the terms as transactions with unrelated Development Company.

The Company might enter into other transactions with related parties. If so, any compensation paid by the Company to the related party shall be (i) fair to the Company, and (ii) consistent with the transaction that would be paid to an unrelated party.

By "related party" we mean:

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- The Manager;
- Any Director, Executive Officer, or Significant Employee of the Company or the Manager;
- Any person who has been nominated as a Director of the Company or the Manager;
- Any person who owns more than 10% of the voting power of the Company or the Manager; and
- An immediate family member of any of the foregoing.

APPENDICES

Appendix A – West School Project Memo

West School

New Canaan, CT
March 30, 2021
NTP Draft

299.4 kW (DC) Solar
Developed by Energea Global LLC

Project Summary

The project is a 299.4 kW (DC) solar power plant to be located on the roof of West Elementary School that will be connected to the Eversource electricity distribution grid in New Canaan, CT ("Project"). The Project has signed a 20-year contract to sell all electricity to the West School though a power purchase agreement ("PPA") and has another contract to sell all the zero carbon renewable energy credits ("ZREC's") to Eversource. These two contracts will comprise all the revenue to the Project.

Project Details

Project Single Purpose Entity	Phytoplankton Ponus Ridge Solar LLC
Project Owner	Energea Portfolio 4 USA LLC
Energy Customer	West Elementary School
Project Developer	Plankton Energy LLC
State	Connecticut
City	New Canaan
Coordinates	41°07'36.9"N 73°31'11.964"W
Land Status	NA
Utility	Eversource
Project Status	Notice to Proceed

System Details

Technology	Rooftop Solar
System Size kW (DC)	299.4
Est. Year 1 Production (kWh)	348,343
Useful Equipment Life (Years)	30

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Contract Details

Initial Contract Term (Years)	PPA term 20 years ZREC term 15 years
Contract Type	PPA + ZREC
Construction Deadline	NA
PPA + ZREC Price (per kWh)	$0.0385 + $0.095
Estimated Customer Energy Generation Savings	56%
Early Termination Penalty	Schedule starting at $875,000 for year 1 and decreasing to $83,000 in year 20.

Financial Details

Project Acquisition Cost ($USD)	$ 210,158.00
Project Hard Costs ($USD)	$ 209,587.00
Project Soft Costs ($USD)	$ 0.00
Developer Fee ($USD)	$ 79,637.62
Cost to Energea Portfolio 4 ($USD)	$ 379,637.62
Tax Equity ($USD)	$ 120,000
Sponsor Equity ($USD)	$ 379,637.62
Sponsor Equity IRR ($USD)[1]	7.22%

Permits & Interconnection

Permits

The project received its Building Permit and permission to construct by the Town of New Canaan on March 1st, 2021.

Interconnection

The project achieved Notice to Proceed status on April 2nd, 2021 and is expected to be operational by July 31st, 2021. It has received permission to interconnect, from Eversource, the interconnecting utility.

Site Control

Site Summary

The Project is sites on the rooftop of the West Hill Elementary School in New Canaan, CT. Unrestricted site access has been granted to Energea and the EPC partners through the PPA Contract.

1 For Contracted Period Only

Design

Design Summary

The Project will attach Trina solar modules to a standing seam metal roof using an S-5! clamp manufactured by Unirack. The Project will include 776 Trina duomax bi-facial glass modules and multiple 100kW 3-phase Solar Edge inverters. Monitoring will be sourced from the solar edge inverters and fed to Energea's operations database via API.

Customer

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Customer Summary

New Canaan is a town located in Fairfield Country, Connecticut. About an hour's train ride from Manhattan, the town is considered part of Connecticut's Gold Coast.

New Canaan's public school system is consistently ranked among the best in Connecticut and the country.

New Canaan has the highest per capita income in the state of Connecticut at $105,846.

Eversource Energy is a publicly traded Fortune 500 energy company listed on the NYSE under the ticker NU. Headquartered in Hartford, CT and Boston, MA. Eversource serves over 4 million customers throughout Connecticut, Massachusetts, and New Hampshire.

Revenue Contracts Summary

There are two contracts that together combine to realize the full amount of revenue for the Project. The PPA is a contract that binds the West School to purchasing the energy produced by the Project. The second agreement is an ZREC contract where Eversource agrees to purchase the ZREC's.

PPA

Parties

Phytoplankton Ponus Ridge Solar LLC ("Provider")
New Canaan Public Schools ("Host")

Purpose

Host will purchase energy (100%) and solar services from provider for delivery at the Site.
Host will sell all of the energy generated by the system during the term and provide all services to the system necessary for the proper and efficient operation of the system during the term.

Term

The term for the project is for a period of 20 years beginning on the Commercial Operation Date.

Payments

The total effective price of the contract will be $0.0385 per kilo-watt-hour of electricity. This price reflects a 56% discount off the utility rate currently being charged to the West School.

Operations & Maintenance Contract Summary

Parties
Phytoplankton Ponus Ridge Solar LLC ("Client")
Plankton Asset Management LLC ("Contractor")

Purpose
Contractor is obligated to ensure the Project reaches its targeted production goals. If production falls below the agreed upon levels, the contractor will be responsible for penalties paid to Energea to compensate for lost revenue.

Term
The term for the contract is for a period of 5 years.

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Price
Annual payment by Client of $8.00 multiplied by the nameplate size of the system in Kilowatts DC.

Engineering, Procurement, and Construction

EPC Summary

Engineering for the Project was completed by Arc Design in Elmer, NJ and procurement and construction will be done by Centurion Solar.
Centurion Solar has constructed more than 4,500 solar installations in the United States and Latin America with offices in New Jersey, Mexico, and Columbia.

Both EPC contractors are required to hold all necessary insurance throughout the completion of the works and to name Energea as the beneficiary.

The EPC contractors are required to provide a warranty for all services for 60 months following completion of the works. Additionally, the manufacturer's warranty for equipment are as follows: 10 years for inverters, 20 years for trackers, and 25 years for modules.

Energea has designed a proprietary EPC contract to be used for all projects ensuring that construction progress and payments are properly aligned and requires contractors to meet a schedule and cost expectations or risk losing profit.

The contract establishes payment terms that make sense based on Energea's extensive experience with the realities of project management.

The contract provides industry-leading control over the agreement's costs, schedule, and terms.

Procurement and Construction Contract

Parties
Phytoplankton Ponus Ridge Solar LLC ("Developer")
Centurion Solar Energy LLC ("Contractor")

Purpose

The Contractor will provide labor, services, materials and/or equipment to the solar power plant with a name-plate capacity of 299.4 kW DC connected to the grid in the state of Connecticut.

Price

Energea will pay a price of $209,587 ($0.70 per watt DC).

Payments

Payments will only be considered due upon submission of a progress report and invoice from the Contractor and will follow the payment schedule agreed between the parties.

Effectiveness and Term

The agreement shall begin on the execution date and remain in effect until all the Contractor's obligations are completed.

Supervision

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Energea may inspect the work of the Contractor at any time. The Contractor is responsible for providing evidence to show compliance with this agreement.

Termination

Developer may terminate at any time upon written notice without just cause.

EPC Milestones & Payments

Event 1	10% - mobilization
Event 2	30% - racking installed
Event 3	20% - modules wires
Event 4	20% - inverters installed, wired & monitoring installed
Event 5	10% - substantial completion
Event 6	10% - final completion

Key Assumptions

General Info

Entity Name	Phytoplankton Ponus Ridge Solar LLC
Project Location	New Canaan, CT
Installed Capacity (DC)	299.40 kW

The West Elementary School PV Power System is located in Connecticut with an anticipated capacity of 300 kW (DC). The location and size of the power plant are utilized during the design phase and are taken into account when estimating the annual power generation of the facility.

Schedule

Development Start Date	03/01/2021
Notice to Proceed Date	04/02/2021
Commercial Operations Date	07/31/2021
Retirement Date	06/30/2046

The Development Start Date for the project reflects when Energea began any work or expenditures related to the project.

The Notice to Proceed Date reflects when the plant is eligible for interconnection to the local grid.

The Commercial Operations Date reflects when the project begins charging the customer according to the O&M, EPC, PPA and ZREC Agreements.

The Retirement Date reflects the projected end of the useful life of the plant.

Third Parties

Parent Company	Energea Portfolio 4 USA LLC
Offtaker	New Canaan Public Schools
EPC Contractor	Arc Design (Engineering) and Centurion Solar (Procurement and Construction)

The West School solar project is owned by Energea Portfolio 4 USA LLC. The energy customer for the project, also known as the offtaker, is New Canaan Public School. Engineering for the Project was completed by Arc Design in Elmer, NJ and procurement and construction will be done by Centurion Solar.

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Uses of Capital and Project Economics

Project Acquisition Cost ($USD)	$ 210,158.00
Project Hard Costs ($USD)	$ 209,587.00
Project Soft Costs ($USD)	$ 0.00
Developer Fee ($USD)	$ 79,636.62
Total Capital Expenditures ($USD)	$ 499,381.62
Cost to Energea Portfolio 4 ($USD)	$ 379,381.62
Debt ($USD)	$ 0.00
Tax Equity ($USD)	$ 120,000
Project Payback Period	9.5 years
Sponsor Equity ($USD)	$ 379,381.62
Sponsor Equity IRR ($USD)[2]	7.22%

2 For Contracted Period Only

The total for expected Capital Expenditures for the project is $ 499,381.62 (USD) and is split between hard costs directly related to construction of the project and soft costs covering all other expenses needed for development of the project.

There is a difference between the total equity value of the project and the total Capital Expenditures which reflects all other expenses paid for with contributions from the project and the tax equity.

With the current assumption set, the financial model shows a projected payback period of 9.5 years and an IRR of 7.22%.

Revenue Contract

Contract Type		PPA + ZREC
Contract Term		PPA term 20 years ZREC term 15 years
PPA Rate ($USD / kWh)	$	0.0385
ZREC Rate ($USD / kWh)	$	0.0950
Estimated Year 1 Revenue	$	46,265

The revenue contracts for this project are split between the PPA and ZREC Contracts.

The targeted total fixed rate per kWh for the project at the Commercial Operations date is $0.0385 + $0.0950.

Operating Expenses

Expense	Unit	Price	Escalator	Readjustment	Start Date
O&M	$USD per kWdc per Year	$ 8.00	2% per Year	December	08/01/2021
Insurance – GL & Property	$USD per month	$ 151.58	2% per Year	July	08/01/2021

Expense

This field displays the name of the expense being calculated.

Unit (Monthly)

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This field lists the unit that corresponds to the expense price. Most expenses are charged in US Dollars ($USD), but some are charged per kilowatt in which case the price is multiplied by the total system size in kilowatts. All expenses are charged on a monthly basis.

Price

This is the total monthly price and corresponds to the proceeding unit.

Escalator

This field is the escalation index that is used to adjust the price annually, adjusted based on either the fixed contracted escalator or CPI.

Readjusted

This field displays the month in which the price will be adjusted to account for escalation. In most cases, the readjustment month corresponds to the month of the start date for the expense when the contract was signed.

Start Date

This field shows the date the expense begins to be charged to the project.

FINANCIAL STATEMENTS

ENERGEA PORTFOLIO 4 USA LLC

FINANCIAL STATEMENT AND
INDEPENDENT AUDITOR'S REPORT

MARCH 11, 2021 (DATE OF INCEPTION)

ENERGEA PORTFOLIO 4 USA LLC

FINANCIAL STATEMENT AND
INDEPENDENT AUDITOR'S REPORT

MARCH 11, 2021 (DATE OF INCEPTION)

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Glastonbury, CT 06033

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Glastonbury
Essex

Independent Auditor's Report

To the Member of
Energea Portfolio 4 USA LLC
Old Saybrook, Connecticut

We have audited the accompanying balance sheet of Energea Portfolio 4 USA LLC as of March 11, 2021 (date of inception), and the related notes.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

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In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Energea Portfolio 4 USA LLC as of March 11, 2021 (date of inception), in accordance with accounting principles generally accepted in the United States of America.

/s/ Mahoney Sabol & Company, LLP

Certified Public Accountants
Glastonbury, Connecticut
March 31, 2021

ENERGEA PORTFOLIO 4 USA LLC

BALANCE SHEET

MARCH 11, 2021 (DATE OF INCEPTION)

ASSETS

TOTAL ASSETS	$	-
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
TOTAL LIABILITIES	$	-
MEMBER'S EQUITY (DEFICIT):		
Contributions		258
Member's deficit		(258)
		-
	$	-

See notes to financial statements.

ENERGEA PORTFOLIO 4 USA LLC

NOTES TO FINANCIAL STATEMENT

MARCH 11, 2021 (DATE OF INCEPTION)

NOTE 1 – SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES:

Business Organization:

The financial statement as of March 11, 2021 (date of inception) includes the accounts of Energea Portfolio 4 USA LLC (the Company). The Company was formed in the State of Delaware on March 11, 2021 to develop, own and manage a portfolio of renewable energy facilities in the United States. The Company works in close cooperation with stakeholders, project hosts,

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industry partners and capital providers to produce best-in-class results. The Company's projects are expected to create next-generation clean energy jobs and sustainable tax revenues.

The Company's activities will consist principally of organization and pursuit costs, raising capital, securing investors and project development activity. The Company is currently pursuing projects and securing funding. The Company's activities are subject to significant risks and uncertainties, including the inability to secure funding to develop its portfolio. The Company's operations will be funded by the issuance of membership interests, mezzanine, or debt securities. There can be no assurance that any of these strategies will be achieved on terms attractive to the Company. The Company anticipates completing an investment in its first project during 2021.

Basis of Presentation:

The financial statement have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP) and the Company has a fiscal year end of December 31.

Use of Estimates:

The preparation of the financial statement in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statement. Actual results could differ from those estimates.

Commitments and Contingencies:

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expenses as incurred.

Capitalization and Investment in Project Assets:

A project has four basic phases: (i) development (which includes pre-development), (ii) financing and commodity risk management, (iii) engineering and construction and (iv) operation and maintenance. The development phase is further divided into pre-development and development sub-phases. During the pre-development sub-phase, milestones are created to ensure that a project is financially viable. Project viability is obtained when it becomes probable that costs incurred will generate future economic benefits sufficient to recover those costs.

NOTE 1 – SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (Continued):

Capitalization and Investment in Project Assets (continued):

Examples of milestones required for a viable project include the following:

- The identification, selection and acquisition of sufficient area required for a project;
- The confirmation of a regional electricity market;
- The confirmation of acceptable electricity resources;

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- The confirmation of the potential to interconnect to the electric transmission grid;
- The determination of limited environmental sensitivity; and
- The confirmation of local community receptivity and limited potential for organized opposition.

All project costs are expensed during the pre-development phase. Once the milestones for development are achieved, a project is moved from the pre-development phase into the development and engineering and construction phases. Costs incurred in these phases are capitalized as incurred, included within construction in progress (CIP), and not depreciated until placed into commercial service. Once a project is placed into commercial service, all accumulated costs will be reclassified from CIP to property and equipment, and become subject to depreciation or amortization over a specified estimated life. As of March 11, 2021, the Company had no CIP.

Income Taxes:

No provision for federal income taxes has been made in the financial statement since the Company is wholly-owned by Energea Global, LLC (Global) and therefore is disregarded for federal and state income tax purposes. As such, all income tax attributes of the Company are passed through to Global to report on its income tax return.

NOTE 2 – MEMBER'S EQUITY (DEFICIT):

As of March 11, 2021, Global owns 100% of the outstanding membership interest of the Company.

NOTE 3 – RISKS AND UNCERTAINTIES:

In early March 2020, there was a global outbreak of COVID-19 that resulted in an economic downturn, changes in global supply and demand, and the temporary closure of non-essential businesses in many states. The Company is not able to reliably estimate the length or severity of this outbreak. If the length of the outbreak and related effects on the Company's operations continues for an extended period of time, there could be material adverse effects to the Company's financial position, results of operations and cash flows.

NOTE 4 – SUBSEQUENT EVENTS:

The Company is planning to initiate a Regulation A Offering for the purpose of raising capital to fund ongoing project development activities after the issuance of the financial statement.

Management has evaluated subsequent events through March 31, 2021, the date which the financial statement was available for issue.

GLOSSARY OF DEFINED TERMS

Adjusted Operating Cash Flow	For each Project, the actual projected monthly operating cash flows reduced by a fixed percentage to yield an internal rate of return of 6% for the Project.
Authorizing Resolution	The authorization adopted by the Manager pursuant to the LLC Agreement that created the Class A Investor Shares.
Class A Investor Shares	The limited liability company interests in the Company being offered to Investors in this Offering.
Code	The Internal Revenue Code of 1986, as amended (*i.e.*, the Federal tax code).
Company	Energea Portfolio 4 USA LLC, a Delaware limited liability company, which is offering to sell Class A Investor Shares in this Offering.

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Development Company	A company focused on acquiring and/or developing solar power projects.
Energea Global	Energea Global LLC, a Delaware limited liability company, which is owned by Michael Silvestrini and Chris Sattler and serves as the Manager.
Exchange Act	The Securities Exchange Act of 1934.
Financial Model	The financial model prepared by the Manager for each Project, projecting all the costs and distributions of the Project.
Greenskies	Greenskies Renewable Energy, LLC, a Delaware limited liability company founded by Michael Silvestrini.
Investor	Anyone who purchases Class A Shares in the Offering.
IRR	Internal rate of return.
LLC Agreement	The Company's Limited Liability Company Agreement dated March 21, 2021.
Manager	Energea Global LLC, a Delaware limited liability company.
Manager Shares	The limited liability company interests in the Company that will be owned by the Manager.
Offering	The offering of Class A Investor Shares to the public pursuant to this Offering Circular.
Offering Circular	The Offering Circular you are reading right now, which includes information about the Company and the Offering.
Project	A solar power product acquired or developed by the Company.
Promoted Interest	The right of the Manager to receive distributions under the LLC Agreement, over and above its right to receive distributions in its capacity as an Investor.
Regulations	Regulations issued under the Code by the Internal Revenue Service.
SEC	The U.S. Securities and Exchange Commission.
Securities Act	The Securities Act of 1933.
Site	The Internet site located at www.energea.com.
SPE	The entity we will create to own and operate each Project, typically in the form of a Delaware limited liability company.

FORM 1-A
Regulation A Offering Statement
Part III – Exhibits

ENERGEA PORTFOLIO 4 USA LLC

935 Noble Street
Brooklyn, NY 11222

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(860) 316-7466
www.energea.com

June 9, 2021

The following Exhibits are filed as part of this Offering Statement:

Exhibit 1A-2A	Certificate of Formation of the Company filed with the Delaware Secretary of State on March 11, 2021.
Exhibit 1A-2B	Limited Liability Company Agreement of the Company dated March 21, 2021.
Exhibit 1A-2C	Authorizing Resolution of the Company dated March 21, 2021.
Exhibit 1A-4A	Form of Investment Agreement.
Exhibit 1A-4B	Solar Power Purchase Agreement between Phytoplanlcton Ponus Ridge Solar LLC and New Canaan Public Schools dated December 2, 2020.
Exhibit 1A-4C	Solar Photovoltaic (PV) System Construction Agreement between Centurion Solar Energy LLC and Phytoplankton Ponus Ridge Solar LLC dated December 4, 2020.
Exhibit 1A-4D	Operation and Maintenance Agreement between Phytoplankton Ponus Ridge Solar LLC and Plankton Asset Management LLC dated as of December 11, 2020.
Exhibit 1A-4E	Development and Construction Management Agreement between Plankton Energy LLC and the Company dated March 31, 2021.
Exhibit 1A-4F	Membership Interest Purchase Agreement between Plankton Energy LLC and the Company dated March 30, 2021.
Exhibit 1A-11	Consent of Independent Auditor.
Exhibit 1A-12	Legal opinion of Lex Nova Law LLC.
Exhibit 1A-15.1	Offering Circular dated April 9, 2021 and filed pursuant to Rule 252(d).
Exhibit 1A-15.2	Correspondence to SEC dated June 9, 2021.

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this offering statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Brooklyn, New York on June 9, 2021.

Energea Portfolio 4 USA LLC

By: Energea Global LLC

By Michael Silvestrini
Michael Silvestrini, Manager

By Christopher Sattler
Christopher Sattler, Manager

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This Offering Statement has been signed by the following persons in the capacities and on the dates indicated.

Michael Silvestrini

Michael Silvestrini, Director & Co-CEO
June 9, 2021

Christopher Sattler

Christopher Sattler, Director & Co-CEO
June 9, 2021

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Exhibit 1A.2A

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:49 AM 03/11/2021
FILED 11:49 AM 03/11/2021
SR 20210873125 - File Number 5461109

Certificate of Formation
Of
Energea Portfolio 4 USA LLC

FIRST: The name of the limited liability company is Energea Portfolio 4 USA LLC.

SECOND: The address of its registered office in the State of Delaware is 1013 Centre Rd. Suite 403-A in the City of Wilmington, County of New Castle, 19805. The name of its Registered Agent at such address is American Incorporators Ltd.

THIRD: The purpose of the limited liability company shall be to engage in any lawful act or activity for which a limited liability company may be formed under the Limited Liability Company law of the State of Delaware.

FOURTH: The limited liability company shall have perpetual existence.

FIFTH: Management of the limited liability company is vested in the member(s) in accordance with their ownership interests, unless this is varied by the operating agreement. A limited liability company member may not assign, either wholly or partially, the right to participate in management without the written consent of all limited liability company member(s) or as permitted by the operating agreement. From this day hence, the undersigned has fulfilled the duties of Organizer and relinquishes all further duties to the initial Member(s) of Energea Portfolio 4 USA LLC. The initial member(s) of the limited liability company shall be:

Energea Global LLC
35 Noble Street
Brooklyn, NY 11222

SIXTH: The name and mailing address of the person forming this limited liability company at the instruction of its member(s) is as follows:

Laura Bryda
1013 Centre Road, Suite 403-A
Wilmington, DE 19805

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Energea Portfolio 4 USA LLC on March 11, 2021.

/s/ Laura Bryda
Laura Bryda
Organizer

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Exhibit 1A.2B

Energea Portfolio 4 USA LLC

LIMITED LIABILITY COMPANY AGREEMENT

This is an Agreement, entered into effective on March 22, 2021, by and among Energea Portfolio 4 USA LLC, a Delaware limited liability company (the "Company"), Energea Global, LLC, a Delaware limited liability company ("Energea Global"), and the persons admitted to the Company as members by the Manager following the date of this Agreement (the "Investor Members" or sometimes the "Members").

Background

I. The Company was formed on March 11, 2021.

II. The Members own all of the limited liability company interests of the Company and wish to set forth their understandings concerning the ownership and operation of the Company in this Agreement, which they intend to be the "limited liability company agreement" of the Company within the meaning of 6 Del. C. §18-101(7).

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties agree as follows:

1. **ARTICLE ONE: CONTINUATION OF LIMITED LIABILITY COMPANY**

1.1. **Continuation of Limited Liability Company.** The Company has been formed in accordance with and pursuant to the Delaware Limited Liability Company Act (the "Act") for the purpose set for the below. The rights and obligations of the Members to one another and to third parties shall be governed by the Act except that, in accordance with 6 Del. C. 18-1101(b), conflicts between provisions of the Act and provisions in this Agreement shall be resolved in favor of the provisions in this Agreement except where the provisions of the Act may not be varied by contract as a matter of law.

1.2. **Name.** The name of the Company shall be "Energea Portfolio 4 USA LLC" and all of its business shall be conducted under that name or such other name(s) as may be designated by the Manager.

1.3. **Purpose.** The purpose of the Company shall be to invest in solar energy projects in the United States, as described more fully in the Offering Statement of the Company filed with the Securities and Exchange Commission (the "SEC") in connection with the Company's offering of securities under 17 CFR §230.251 *et seq* (the "Offering Circular") and engage in any other business in which limited liability companies may legally engage under the Act. In carrying on its business, the Company may enter into contracts, incur indebtedness, sell, lease, or encumber any or all of its property, engage the services of others, enter into joint ventures, and take any other actions the Manager deems advisable.

1.4. **Fiscal Year.** The fiscal and taxable year of the Company shall be the calendar year, or such other period as the Manager determines.

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2. **ARTICLE TWO: CONTRIBUTIONS AND LOANS**

2.1. **Initial Contributions.** The Manager has not contributed any capital to the Company. Each Investor Member will contribute to the capital of the Company the amount specified in his, her, or its Investment Agreement. The capital contributions of Members are referred to in this Agreement as "Capital Contributions."

2.2. **Other Required Contributions.** No Member shall be obligated to contribute any capital to the Company beyond the Capital Contributions described in section 2.1. Without limitation, no such Member shall, upon dissolution of the Company or otherwise, be required to restore any deficit in such Member's capital account.

2.3. **Loans.**

2.3.1. **In General.** The Manager or its affiliates may, but shall not be required to, lend money to the Company in the Manager's sole discretion. No other Member may lend money to the Company without the prior written consent of the Manager. Subject to applicable state laws regarding maximum allowable rates of interest, loans made by any Member to the Company ("Member Loans") shall bear interest at the higher of (i) the prime rate of interest designated in the Wall Street Journal on any date within ten (10) days of the date of the loan, plus four (4) percentage points; or (ii) the minimum rate necessary to avoid "imputed interest" under section 7872 or other applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"). Such loans shall be payable on demand and shall be evidenced by one or more promissory notes.

2.3.2. **Repayment of Loans.** After payment of (i) current and past-due debt service on liabilities of the Company other than Member Loans, and (ii) all operating expenses of the Company, the Company shall pay the current and past-due debt service on any outstanding Member Loans before distributing any amount to any Member pursuant to Article Four. Such loans shall be repaid *pro rata*, paying all past-due interest first, then all past-due principal, then all current interest, and then all current principal.

2.4. **Other Provisions on Capital Contributions.** Except as otherwise provided in this Agreement or by law:

2.4.1. No Member shall be required to contribute any additional capital to the Company;

2.4.2. No Member may withdraw any part of his, her, or its capital from the Company;

2.4.3. No Member shall be required to make any loans to the Company;

2.4.4. Loans by a Member to the Company shall not be considered a contribution of capital, shall not increase the capital account of the lending Member, and shall not result in the adjustment of the number of Shares owned by a Member, and the repayment of such loans by the Company shall not decrease the capital accounts of the Members making the loans;

2.4.5. No interest shall be paid on any initial or additional capital contributed to the Company by any Member;

2.4.6. Under any circumstance requiring a return of all or any portion of a capital contribution, no Member shall have the right to receive property other than cash; and

2.4.7. No Member shall be liable to any other Member for the return of his, her, or its capital.

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2.5. **No Third-Party Beneficiaries.** Any obligation or right of the Members to contribute capital under the terms of this Agreement does not confer any rights or benefits to or upon any person who is not a party to this Agreement.

3. **ARTICLE THREE: SHARES AND CAPITAL ACCOUNTS**

3.1. **Limited Liability Company Interests.** The limited liability company interests of the Company shall consist of Five Hundred and One Million (501,000,000) "Shares" consisting of 1,000,000 "Common Shares," all of which shall be owned by the Manager, and Five Hundred Million (500,000,000) Investor Shares (the "Investor Shares"), all of which shall be owned by the Investor Members.

3.2. **Classes of Investor Shares.** The Manager may divide the Investor Shares into one or more classes. The number of Shares of each such class of Investor Shares, and the rights and preferences of each such class, shall be as set forth in the resolution or resolutions of the Manager creating such class, referencing this section 3.2 (each, an "Authorizing Resolution"). Without limitation, the Manager may establish, with respect to each class of Investor Shares, its voting powers, conversion rights or obligations, redemption rights or obligations, preferences as to distributions, and other matters. The Authorizing Resolution providing for issuance of any class of Investor Shares may provide that such class shall be superior or rank equally or be junior to the Investor Shares of any other class except to the extent prohibited by the terms of the Authorizing Resolution establishing another class.

3.3. **Share Splits and Consolidations.** The Manager may at any time increase or decrease the authorized and/or outstanding number of Shares of any class or series, including Common Shares, provided that any increase or decrease in the number of Shares outstanding shall be made *pro rata* with respect to all Members owning the outstanding Shares of such class or series. The Manager shall promptly notify all of the Members of any such transaction.

3.4. **Certificates.** The Shares of the Company shall not be evidenced by written certificates unless the Manager determines otherwise. If the Manager determines to issues certificates representing Shares, the certificates shall be subject to such rules and restrictions as the Manager may determine.

3.5. **Registry of Shares.** The Company shall keep or cause to be kept on behalf of the Company a register of the Members of the Company. The Company may, but shall not be required to, appoint a transfer agent registered with the Securities and Exchange as such.

3.6. **Capital Accounts.** A capital account shall be established and maintained for each Member. Each Member's capital account shall initially be credited with the amount of his, her, or its Capital Contribution. Thereafter, the capital account of a Member shall be increased by the amount of any additional contributions of the Member and the amount of income or gain allocated to the Member, and decreased by the amount of any distributions to the Member and the amount of loss or deduction allocated to the Member, including expenditures of the Company described in section 705(a)(2)(B) of the Code. Unless otherwise specifically provided herein, the capital accounts of the Members shall be adjusted and maintained in accordance with Code section 704 and the regulations thereunder.

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4. **ARTICLE FOUR: DISTRIBUTIONS**

4.1. **In General.** The Manager may, in its sole discretion, make and pay distributions of cash or other assets of the Company to the Members.

4.2. **Special Rules Governing Distributions.** Except as otherwise provided in this Agreement or in an Authorizing Resolution establishing a class of Investor Shares (i) any distributions of the Company not expressly payable to the holders of a class of Investor Shares shall be payable to the holders of the Common Shares, (ii) any distributions made to the holders of any class of Investor Shares as a group shall be divided *pro rata* among such holders based on their respective ownership of the Shares of such class, and (iii) no Member shall have any right to distributions except as may be authorized by the Manager.

4.3. **Items Taken into Account.** In determining the amount and timing of distributions, the Manager may take into account the following items of income and expense, among others:

4.3.1. Revenue from the rental of solar projects;

4.3.2. Revenue from operations and maintenance contracts;

4.3.3. Payments made to landowners;

4.3.4. The cost of utilities, security, insurance, and software;

4.3.5. Expenses associated with operating and maintaining solar power projects;

4.3.6. The net proceeds from the sale or refinancing of property;

4.3.7. The cost of equipment;

4.3.8. Debt service payments;

4.3.9. Cash distributions from, and capital contributions to, entities in which the Company owns an interest;

4.3.10. Amounts added to and released from reserve accounts established by the Manager in its sole discretion;

4.3.11. Fees paid to the Manager and its affiliates;

4.3.12. Fees paid to third parties; and

4.3.13. All of the other operating expenses of the Company.

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4.4. **Tax Withholding.** To the extent the Company is required to pay over any amount to any federal, state, local or foreign governmental authority with respect to distributions or allocations to any Member, the amount withheld shall be deemed to be a distribution in the amount of the withholding to that Member. If the amount paid over was not withheld from an actual distribution (i) the Company shall be entitled to withhold such amounts from subsequent distributions, and (ii) if no such subsequent distributions are anticipated for six (6) months, the Member shall, at the request of the Company, promptly reimburse the Company for the amount paid over.

4.5. **Manner of Distribution.** All distributions to the Members will be made as Automated Clearing House (ACH) deposits into an account designated by each Member. If a Member does not authorize the Company to make such ACH distributions into a designated Member account, distributions to such Member will be made by check and mailed to such Member after deduction by the Company from each check of a Fifty Dollar ($50) processing fee.

4.6. **Other Rules Governing Distributions.** No distribution prohibited by 6 Del. C. §18-607 or not specifically authorized under this Agreement shall be made by the Company to any Member in his or its capacity as a Member. A Member who receives a distribution prohibited by 6 Del. C. §18-607 shall be liable as provided therein.

5. ARTICLE FIVE: MANAGEMENT

5.1. Management by Manager.

5.1.1. **In General.** The business and affairs of the Company shall be directed, managed, and controlled by Energea Global as the "manager" within the meaning of 6 Del. C. §18-101(12). In that capacity Energea Global is referred to in this Agreement as the "Manager."

5.1.2. **Powers of Manager.** The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, to execute any contracts or other instruments on behalf of the Company, and to perform any and all other acts or activities customary or incidental to the management of the Company's business.

5.1.3. **Examples of Manager's Authority.** Without limiting the grant of authority set forth in section 5.1.2, the Manager shall have the power to (i) create classes of Investor Shares with such terms and conditions as the Manager may determine in its sole discretion; (ii) issue Shares to any person for such consideration as the Manager maybe determine in its sole discretion, and admit such persons to the Company as Investor Members; (iii) engage the services of third parties to perform services on behalf of the Company; (iv) enter into one or more joint ventures; (v) purchase, lease, sell, or otherwise dispose of real estate and other assets, in the ordinary course of business or otherwise; (vi) enter into leases and any other contracts of any kind; (vii) incur indebtedness on behalf of the Company, whether to banks or other lenders; (viii) determine the amount of the Company's Available Cash and the timing and amount of distributions to Members; (ix) determine the information to be provided to the Members; (x) grant mortgages, liens, and other encumbrances on the Company's assets; (xi) make all elections under the Code and the provisions of State and local tax laws; (xiii) file a petition in bankruptcy; (xiv) discontinue the business of the Company; and (xv) dissolve the Company.

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5.1.4. **Restrictions on Members.** Except as expressly provided otherwise in this Agreement, Members who are not also the Manager shall not be entitled to participate in the management or control of the Company, nor shall any such Member hold himself out as having such authority. Unless authorized to do so by the Manager, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager in writing to act as an agent of the Company in accordance with the previous sentence.

5.1.5. **Authorizing Resolutions.** Notwithstanding the foregoing provisions of this section 5.1, an Authorizing Resolution may limit the authority of the Manager and/or confer voting rights on Investor Members.

5.1.6. **Reliance by Third Parties.** Anyone dealing with the Company shall be entitled to assume that the Manager and any officer authorized by the Manager to act on behalf of and in the name of the Company has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company and to enter into any contracts on behalf of the Company, and shall be entitled to deal with the Manager or any officer as if it were the Company's sole party in interest, both legally and beneficially. No Member shall assert, vis-à-vis a third party, that such third party should not have relied on the apparent authority of the Manager or any officer authorized by the Manager to act on behalf of and in the name of the Company, nor shall anyone dealing with the Manager or any of its officers or representatives be obligated to investigate the authority of such person in a given instance.

5.2. **Standard of Care.** The Manager shall conduct the Company's business using its business judgment.

5.3. **Time Commitment.** The Manager shall devote such time to the business and affairs of the Company as the Manager may determine in its sole and absolute discretion.

5.4. **Reimbursement of Formation Expenses.** The Company shall reimburse the Manager and its affiliates, without interest, for the actual out-of-pocket expenses they incur in connection with the formation of the Company and the Manager, the offering of Investor Shares, and the admission of investors in the Company, including, without limitation, travel, legal, accounting, filing, advertising, and all other expenses incurred in connection with the offer and sale of interests in the Company.

5.5. **Compensation of Manager and its Affiliates.** The Manager and its affiliates shall be entitled to the compensation described in the Offering Circular.

5.6. **Removal of Manager.**

5.6.1. **In General.** The Manager may be removed by the affirmative vote of Investor Members holding seventy five percent (75%) of the total number of Investor Shares then issued and outstanding (a "Super Majority Vote"), but only if the Investor Members have "cause" to remove the Manager, as defined in section 5.6.3 and follow the procedure set forth in section 5.6.2.

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5.6.2. **Procedure.**

(a) **Notice and Response.** An Investor Member who wishes to remove the Manager and believes there is "cause" for doing so within the meaning of section 5.6.3 shall notify the Manager, referencing this section 5.6 and setting forth in detail the reasons for his, her, or its belief. Within thirty (30) days after receiving such a notice, the Manager shall respond by acknowledging the receipt of the notice and (i) stating that the Manager does not believe there is merit in the Investor Member's allegations, (ii) explaining why the Manager does not believe "cause" exists for removal, or (iii) stating that while "cause" may exist for removal, the Manager does not believe removal would be in the best interest in the Fund. If the Manager fails to respond, the Manager shall be deemed to have stated that it does not believe there is merit in the Investor Member's allegations. In the event the Investor Member communicates with any third party concerning his request for removal, including any other Investor Member but not including his, her, or its own legal counsel, he, she, or it shall include a copy of the Manager's response. The failure of the Manager to include in its response any defense, facts, or arguments shall not preclude the Manager from including such defense, facts, or arguments in subsequent communications or proceedings.

(b) **Vote.** After following the procedure described in section 5.6.2(a), Investor Members owning at least twenty five percent (25%) of the Investor Shares then issued and outstanding (the "Dissident Members") may call for a vote of the Investor Members. The Manager and a single representative chosen by the Dissident Members shall cooperate in sending to all Investor Members a package of materials bearing on whether "cause" exists under section 5.6.3 and whether it is in the best interest of the Company to remove the Manager, and a vote shall be taken by electronic means, with responses due within thirty (30) days. The failure of the Manager or the Dissident Members to include in this package any defense, facts, or arguments shall not preclude them from including such defense, facts, or arguments in subsequent communications or proceedings.

(c) **Arbitration.** In the event of a Super Majority Vote to remove the Manager within the thirty (30) day period described in section 5.6.2(b), then the question as to whether "cause" exists to remove the Manager shall be referred to a single arbitrator in arbitration proceedings held in Wilmington, Delaware in conformance with the then-current rules and procedures of the American Arbitration Association. The removal of the Manager shall not become effective until the arbitrator determines that "cause" exists; the decision of the arbitrator shall be binding and non-appealable. In the event there is no Super Majority Vote to remove the Manager within the thirty (30) day period described in section 5.6.2(b), then the Manager shall not be removed and no subsequent proceedings to remove the Manager shall be held with respect to substantially similar grounds.

5.6.3. **Cause Defined.** For purposes of this section 5.6, "cause" shall be deemed to exist if any only if:

(a) **Uncured Breach.** The Manager breaches any material provision of this Agreement and the breach continues for more than (30) days after the Manager has received written notice, or, in the case of a breach that cannot be cured within thirty (30) days, the Manager fails to begin curing the breach within thirty (30) days or the breach remains uncured for ninety (90) days; or

(b) **Bankruptcy.** The Manager makes a general assignment for the benefit of its creditors; or is adjudicated a bankrupt; or files a voluntary petition in bankruptcy; or files a petition or answer seeking reorganization or an arrangement with creditors, or to take advantage of any insolvency, readjustment of loan, dissolution or liquidation law or statute; or an order, judgment, or decree is entered without the Manager's consent appointing a receiver, trustee or liquidator for the Manager; or

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(c) **Bad Acts.** The Manager engages in willful misconduct or acts with reckless disregard to its obligations, in each case causing material harm to the Company, or engages in bad faith in activities that are beneficial to itself and cause material harm to the Company, and the individual responsible for such actions is not terminated within thirty (30) days after the Manager becomes aware of such actions.

5.6.4. **No Effect on Common Stock.** The removal of the Manager shall not affect its ownership of Common Stock.

5.7 **Removal of Manager by Lender.** The Manager may, on behalf of the Company, enter into an agreement with a lender that allows the lender to remove the Manager in the event of a default under the loan and replace the Manager with a person designated by the lender. The removal of the Manager pursuant to this section 5.7 shall not, of itself, affect the Manager's ownership of Common Shares.

6. **ARTICLE SIX: OTHER BUSINESSES; INDEMNIFICATION; CONFIDENTIALITY**

6.1. **Other Businesses.** Each Member and Manager may engage in any business whatsoever, including a business that is competitive with the business of the Company, and the other Members shall have no interest in such businesses and no claims on account of such businesses, whether such claims arise under the doctrine of "corporate opportunity," an alleged fiduciary obligation owed to the Company or its members, or otherwise. Without limiting the preceding sentence, the Members acknowledge that the Manager and/or its affiliates intend to sponsor, manage, invest in, and otherwise be associated with other entities and business investing in the same assets classe(es) as the Company, some of which could be competitive with the Company. No Member shall have any claim against the Manager or its affiliates on account of such other entities or businesses.

6.2. **Exculpation and Indemnification**

6.2.1. **Exculpation.**

(a) **Covered Persons.** As used in this section 6.2, the term "Covered Person" means (i) the Manager and its affiliates, (ii) the members, managers, officers, employees, and agents of the Manager and its affiliates, and (iii) the officers, employees, and agents of the Company, including a Representative, each acting within the scope of his, her, or its authority.

(b) **Standard of Care.** No Covered Person shall be liable to the Company for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person, including actions taken or omitted to be taken in the good-faith business judgment of such Covered Person, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information) of the following persons: (i) another Covered Person; (ii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Covered Person reasonably believes to be within such other person's professional or expert competence. The preceding sentence shall in no way limit any person's right to rely on information to the extent provided in the Act.

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6.2.2. **Liabilities and Duties of Covered Persons.**

(a) **Limitation of Liability.** This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each Member and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) **Duties.** Whenever a Covered Person is permitted or required to make a decision, the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other applicable law.

6.2.3. **Indemnification.**

(a) **Indemnification.** To the fullest extent permitted by the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of any act or omission or alleged act or omission performed or omitted to be performed by such Covered Person on behalf of the Company in connection with the business of the Company; provided, that (i) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (ii) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this section 6.2.3; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this section 6.2.3, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

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(c) **Entitlement to Indemnity.** The indemnification provided by this section 6.2.3 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this section 6.2.3 shall continue to afford protection to each Covered Person regardless whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this section 6.2.3 and shall inure to the benefit of the executors, administrators, and legal representative of such Covered Person.

(d) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Funding of Indemnification Obligation.** Any indemnification by the Company pursuant to this section 6.2.3 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof or shall be required to make additional capital contributions to help satisfy such indemnification obligation.

(f) **Savings Clause.** If this section 6.2.3 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this section 6.2.3 to the fullest extent permitted by any applicable portion of this section 6.3 that shall not have been invalidated and to the fullest extent permitted by applicable law.

6.2.4. **Amendment.** The provisions of this section 6.2 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this section is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this section that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

6.2.5. **Survival.** The provisions of this section 6.2 shall survive the dissolution, liquidation, winding up, and termination of the Company.

6.3. **Confidentiality.** For as long as he, she, or it owns an interest in the Company and at all times thereafter, no Investor Member shall divulge to any person or entity, or use for his or its own benefit or the benefit of any person, any information of the Company of a confidential or proprietary nature, including, but not limited to (i) financial information; (ii) designs, drawings, plans, and specifications; (iii) the business methods, systems, or practices used by the Company; and (iii) the identity of the Company's Members, customers, or suppliers. The foregoing shall not apply to information that is in the public domain or that an Investor Member is required to disclose by legal process.

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7. **ARTICLE SEVEN: BANK ACCOUNTS; BOOKS OF ACCOUNT**

7.1. **Bank Accounts.** Funds of the Company may be deposited in accounts at banks or other institutions selected by the Manager. Withdrawals from any such account or accounts shall be made in the Company's name upon the signature of such persons as the Manager may designate. Funds in any such account shall not be commingled with the funds of any Member.

7.2. **Books and Records of Account.** The Company shall keep at its principal offices books and records of account of the Company which shall reflect a full and accurate record of each transaction of the Company.

7.3. **Annual Financial Statements and Reports.** Within a reasonable period after the close of each fiscal year, the Company shall furnish to each Member with respect to such fiscal year (i) a statement showing in reasonable detail the computation of the amount distributed under section 4.1, and the manner in which it was distributed, (ii) a balance sheet of the Company, (iii) a statement of income and expenses, and (iv) such additional information as may be required by law. The financial statements of the Company need not be audited by an independent certified public accounting firm unless the Manager so elects or the law so requires.

7.4. **Right of Inspection.**

7.4.1. **In General.** If a Member wishes additional information or to inspect the books and records of the Company for a *bona fide* purpose, the following procedure shall be followed: (i) such Member shall notify the Manager, setting forth in reasonable detail the information requested and the reason for the request; (ii) within sixty (60) days after such a request, the Manager shall respond to the request by either providing the information requested or scheduling a date (not more than 90 days after the initial request) for the Member to inspect the Company's records; (iii) any inspection of the Company's records shall be at the sole cost and expense of the requesting Member; and (iv) the requesting Member shall reimburse the Company for any reasonable costs incurred by the Company in responding to the Member's request and making information available to the Member.

7.4.2. **Bona Fide Purpose.** The Manager shall not be required to respond to a request for information or to inspect the books and records of the Company if the Manager believes such request is made to harass the Company or the Manager, to seek confidential information about the Company, or for any other purpose other than a *bona fide* purpose.

7.4.3. **Representative.** An inspection of the Company's books and records may be conducted by an authorized representative of a Member, provided such authorized representative is an attorney or a licensed certified public accountant and is reasonably satisfactory to the Manager.

7.4.4. **Restrictions.** The following restrictions shall apply to any request for information or to inspect the books and records of the Company:

(a) No Member shall have a right to a list of the Investor Members or any information regarding the Investor Members.

(b) Before providing additional information or allowing a Member to inspect the Company's records, the Manager may require such Member to execute a confidentiality agreement satisfactory to the Manager.

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(c) No Member shall have the right to any trade secrets of the Company or any other information the Manager deems highly sensitive and confidential.

(d) No Member may review the books and records of the Company more than once during any twelve (12) month period.

(e) Any review of the Company's books and records shall be scheduled in a manner to minimize disruption to the Company's business.

(f) A representative of the Company may be present at any inspection of the Company's books and records.

(g) If more than one Member has asked to review the Company's books and records, the Manager may require the requesting Members to consolidate their request and appoint a single representative to conduct such review on behalf of all requested Members.

(h) The Manager may impose additional reasonable restrictions for the purpose of protecting the Company and the Members.

8. **ARTICLE EIGHT: TRANSFERS OF SHARES**

8.1.1. **In General.** Except as provided in section 8.1.2, section 8.1.3 or the terms of an Authorizing Resolution, Investor Shares may generally be transferred without the consent of the Company or the Manager.

8.1.2. **First Right of Refusal.**

(a) **In General.** In the event an Investor Member (the "Selling Member") receives an offer from a third party to acquire all or a portion of his, her, or its Investor Shares (the "Transfer Shares"), then he, she, or it shall notify the Manager, specifying the Investor Shares to be purchased, the purchase price, the approximate closing date, the form of consideration, and such other terms and conditions of the proposed transaction that have been agreed with the proposed purchaser (the "Sales Notice"). Within thirty (30) days after receipt of the Sales Notice the Manager shall notify the Selling Member whether the Manager (or a person designated by the Manager) elects to purchase the entire Transfer Shares on the terms set forth in the Sales Notice.

(b) **Special Rules.** The following rules shall apply for purposes of this section:

(1) If the Manager elects not to purchase the Transfer Shares or fails to respond to the Sales Notice within the thirty (30) day period described above, the Selling Member may proceed with the sale to the proposed purchaser, subject to section 8.1.2.

(2) If the Manager elects to purchase the Transfer Shares, it shall do so within thirty (30) days.

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(3) If the Manager elects not to purchase the Transfer Shares, or fails to respond to the Sales Notice within the thirty (30) day period described above, and the Selling Member and the purchaser subsequently agree to a reduction of the purchase price, a change in the consideration from cash or readily tradeable securities to deferred payment obligations or nontradeable securities, or any other material change to the terms set forth in the Sales Notice, such agreement between the Selling Member and the purchaser shall be treated as a new offer and shall again be subject to this section.

(4) If the Manager elects to purchase the Transfer Shares in accordance with this section, such election shall have the same binding effect as the then-current agreement between the Selling Member and the proposed purchaser. Thus, for example, if the Selling Member and the purchaser have entered into a non-binding letter of intent but have not entered into a binding definitive agreement, the election of the Manager shall have the effect of a non-binding letter of intent with the Selling Member. Conversely, if the Selling Member and the purchaser have entered into a binding definitive agreement, the election of the Manager shall have the effect of a binding definitive agreement. If the Selling Member and the Manager are deemed by this subsection to have entered into only a non-binding letter of intent, neither shall be bound to consummate a transaction if they are unable to agree to the terms of a binding agreement.

8.1.3. **Conditions of Transfer.** A transfer of Investor Shares shall be effective only if:

(a) The transferor has notified the Manager of the proposed transfer at least thirty (30) business days in advance, describing the terms and conditions of the proposed transfer and any other information reasonably requested by the Manager;

(b) The transferee has executed a copy of this Agreement, agreeing to be bound by all of its terms and conditions;

(c) A fully executed and acknowledged written transfer agreement between the Transferor and the transferee has been filed with the Company;

(d) All costs and expenses incurred by the Company in connection with the transfer are paid by the transferor to the Company, without regard to whether the proposed transfer is consummated; and

(e) The Manager determines, and such determination is confirmed by an opinion of counsel satisfactory to the Manager stating, that (i) the transfer does not violate the Securities Act of 1933 or any applicable state securities laws, (ii) the transfer will not require the Company or the Manager to register as an investment company under the Investment Company Act of 1940, (iii) the transfer will not require the Manager or any affiliate that is not registered under the Investment Advisers Act of 1940 to register as an investment adviser, (iv) the transfer would not pose a material risk that (A) all or any portion of the assets of the Company would constitute "plan assets" under ERISA, (B) the Company would be subject to the provisions of ERISA, section 4975 of the Code or any applicable similar law, or (C) the Manager would become a fiduciary pursuant to ERISA or the applicable provisions of any similar law or otherwise, and (v) the transfer will not violate the applicable laws of any state or the applicable rules and regulations of any governmental authority; *provided*, that the delivery of such opinion may be waived, in whole or in part, at the sole discretion of the Manager.

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8.1.4. **Admission of Transferee.** Any permitted transferee of Shares shall be admitted to the Company as a Member on the date agreed by the transferor, the transferee, and the Manager.

8.1.5. **Exempt Transfers.** The following transactions shall be exempt from the provisions of section 8.1:

(a) A transfer to or for the benefit of any spouse, child or grandchild of an Investor Member, or to a trust for their exclusive benefit;

(b) Any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended; and

(c) The sale of all or substantially all of the interests of the Company (including pursuant to a merger or consolidation);

provided, however, that in the case of a transfer pursuant to section 8.1.5(a), (i) the transferred Shares shall remain subject to this Agreement, (ii) the transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement, and (iii) the transferred Shares shall not thereafter be transferred further in reliance on section 8.1.5(a).

8.1.6. **Application to Certain Entities.** In the case of an Investor Member that is a Special Purpose Entity, the restrictions set forth in section 8.1 shall apply to indirect transfers of interests in the Company by transfers of interests in such entity (whether by transfer of an existing interest or the issuance of new interests), as well as to direct transfers. A "Special Purpose Entity" means (i) an entity formed or availed of principally for the purpose of acquiring or holding an interest in the Company, and (ii) any entity if the purchase price of its interest in the Company represents at least seventy percent (70%) of its capital.

8.1.7. **Other Transfers Void.** Transfers in contravention of this section shall be null, void and of no force or effect whatsoever, and the Members agree that any such transfer may and should be enjoined.

8.2. **Death, Insolvency, Etc.** Neither the death, disability, bankruptcy, or insolvency of a Member, nor the occurrence of any other voluntary or involuntary event with respect to a Member, shall give the Company or any Member the right to purchase such Member's Shares, nor give the Member himself (or his heirs, assigns, or representatives) the right to sell such Shares to the Company or any other Member. Instead, such Member or his heirs, assigns, or legal representatives shall remain a Member subject to the terms and conditions of this Agreement.

8.3. **Incorporation.** If the Manager determines that the business of the Company should be conducted in a corporation rather than in a limited liability company, whether for tax or other reasons, each Member shall cooperate in transferring the business to a newly-formed corporation and shall execute such agreements as the Manager may reasonably determine are necessary or appropriate, consistent with the terms of the this Agreement. In such event each Member shall receive stock in the newly formed corporation equivalent to his or its Shares.

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8.4. **Drag-Along Right.** In the event the Manager approves a sale or other disposition of all of the interests in the Company, then, upon notice of the sale or other disposition, each Member shall execute such documents or instruments as may be requested by the Manager to effectuate such sale or other disposition and shall otherwise cooperate with the Manager. The following rules shall apply to any such sale or other disposition: (i) each Investor Member shall represent that he, she, or it owns his or its Shares free and clear of all liens and other encumbrances, that he, she, or it has the power to enter into the transaction, and whether he, she, or it is a U.S. person, but shall not be required to make any other representations or warranties; (ii) each Investor Member shall grant to the Manager a power of attorney to act on behalf of such Investor Member in connection with such sale or other disposition; and (iii) each Investor Member shall receive, as consideration for such sale or other disposition, the same amount he, she, or it would have received had all or substantially all of the assets of the Company been sold and the net proceeds distributed in liquidation of the Company.

8.5. **Waiver of Appraisal Rights.** Each Member hereby waives any contractual appraisal rights such Member may otherwise have pursuant to 6 Del. C. §18-210 or otherwise, as well as any "dissenter's rights."

8.6. **Mandatory Redemptions.**

8.6.1. **Based on ERISA Considerations.** The Manager may, at any time, cause the Company to purchase all or any portion of the Investor Shares owned by a Member whose assets are governed by Title I of the Employee Retirement Income Security Act of 1974, Code section 4975, or any similar Federal, State, or local law, if the Manager determines that all or any portion of the assets of the Company would, in the absence of such purchase, more likely than not be treated as "plan assets" or otherwise become subject to such laws.

8.6.2. **Based on Other Bona Fide Business Reasons.** The Manager may, at any time, cause the Company to purchase all of the Investor Shares owned by a Member if the Manager determines that (i) such Member made a material misrepresentation to the Company; (ii) legal or regulatory proceedings are commenced or threatened against the Company or any of its members arising from or relating to the Member's interest in the Company; (iii) the Manager believes that such Member's ownership has caused or will cause the Company to violate any law or regulation; (iv) such Member has violated any of his, her, or its obligations to the Company or to the other Members; or (ii) such Member is engaged in, or has engaged in conduct (including but not limited to criminal conduct) that (A) brings the Company, or threatens to bring the Company, into disrepute, or (B) is adverse and fundamentally unfair to the interests of the Company or the other Members.

(a) **Purchase Price and Payment.** Unless otherwise agreed in writing between the selling Investor Member and the Company, the price of Class A Investor Shares purchased and sold pursuant to this section 8.6 shall be ninety percent (90%) of the then-current value of such Class A Investor Shares as determined by the Company in accordance with its financial model. The purchase price shall be paid by wire transfer or other immediately available funds at closing, which shall be held within sixty (60) days following written notice from the Manager.

8.7. **Withdrawal.** An Investor Member may withdraw from the Company by giving at least ninety (90) days' notice to the Manager. The withdrawing Investor Member shall be entitled to no distributions or payments from Company on account of his, her, or its withdrawal, nor shall he, she, or it be indemnified against liabilities of Company. For purposes of this section, an Investor Member who transfers a Class A Interest pursuant to (i) a transfer permitted under section 8.1, or (ii) an involuntary transfer by operation of law, shall not be treated as thereby withdrawing from Company.

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8.8. **Pledge of Common Shares by Manager.** The Manager by (but shall not be required to) pledge all or any portion of its Common Shares as security for a loan made to the Company, and transfer such Common Shares to the lender the event of a default under the loan.

9. ARTICLE NINE: DISSOLUTION AND LIQUIDATION

9.1. **Dissolution.** The Company shall be dissolved upon the first to occur of the following (i) within twelve (12) months following the sale of all or substantially all of the assets of the Company; or (ii) the determination of the Manager to dissolve. The Members hereby waive the right to have the Company dissolved by judicial decree pursuant to 6 Del. C. §18-802.

9.2. **Liquidation.**

9.2.1. **Generally.** If the Company is dissolved, the Company's assets shall be liquidated and no further business shall be conducted by the Company except for such action as shall be necessary to wind-up its affairs and distribute its assets to the Members pursuant to the provisions of this Article Nine. Upon such dissolution, the Manager shall have full authority to wind-up the affairs of the Company and to make final distribution as provided herein.

9.2.2. **Distribution of Assets.** After liquidation of the Company, the assets of the Company shall be distributed as set forth in Article Two.

9.2.3. **Distributions in Kind.** The assets of the Company shall be liquidated as promptly as possible so as to permit distributions in cash, but such liquidation shall be made in an orderly manner so as to avoid undue losses attendant upon liquidation. In the event that in the Manager' opinion complete liquidation of the assets of the Company within a reasonable period of time proves impractical, assets of the Company other than cash may be distributed to the Members in kind but only after all cash and cash-equivalents have first been distributed and after the Pre-Distribution Adjustment.

9.2.4. **Statement of Account.** Each Member shall be furnished with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation, and the capital account of each Member immediately prior to any distribution in liquidation.

10. ARTICLE TEN: POWER OF ATTORNEY

10.1. **In General.** The Manager shall at all times during the term of the Company have a special and limited power of attorney as the attorney-in-fact for each Investor Member, with power and authority to act in the name and on behalf of each such Investor Member, to execute, acknowledge, and swear to in the execution, acknowledgement and filing of documents which are not inconsistent with the provisions of this Agreement and which may include, by way of illustration but not by limitation, the following:

10.1.1. This Agreement and any amendment of this Agreement authorized under section 11.1;

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10.1.2. Any other instrument or document that may be required to be filed by the Company under the laws of any state or by any governmental agency or which the Manager shall deem it advisable to file;

10.1.3. Any instrument or document that may be required to effect the continuation of the Company, the admission of new Members, or the dissolution and termination of the Company; and

10.1.4. Any and all other instruments as the Manager may deem necessary or desirable to effect the purposes of this Agreement and carry out fully its provisions.

10.2. **Terms of Power of Attorney.** The special and limited power of attorney of the Manager (i) is a special power of attorney coupled with the interest of the Manager in the Company, and its assets, is irrevocable, shall survive the death, incapacity, termination or dissolution of the granting Investor Member, and is limited to those matters herein set forth; (ii) may be exercised by the Manger by and through one or more of the officers of the Manager for each of the Investor Members by the signature of the Manager acting as attorney-in-fact for all of the Investor Members, together with a list of all Investor Members executing such instrument by their attorney-in-fact or by such other method as may be required or requested in connection with the recording or filing of any instrument or other document so executed; and (iii) shall survive an assignment by an Investor Member of all or any portion of his, her or its Investor Shares except that, where the assignee of the Investor Shares owned by the Investor Member has been approved by the Manager for admission to the Company, the special power of attorney shall survive such assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument or document necessary to effect such substitution.

10.3. **Notice to Investor Members.** The Manager shall promptly furnish to each Investor Member a copy of any amendment to this Agreement executed by the Manger pursuant to a power of attorney from such Investor Member.

11. ARTICLE ELEVEN: AMENDMENTS

11.1. **Amendments Not Requiring Consent.** The Manager may amend this Agreement without the consent of any Member to effect:

11.1.1. The correction of typographical errors;

11.1.2. A change in the name of the Company, the location of the principal place of business of the Company, the registered agent of the Company or the registered office of the Company;

11.1.3. The admission, substitution, withdrawal, or removal of Members in accordance with this Agreement;

11.1.4. An amendment that cures ambiguities or inconsistencies in this Agreement;

11.1.5. An amendment that adds to its own obligations or responsibilities;

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11.1.6. A change in the fiscal year or taxable year of the Company and any other changes that the Manager determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Company;

11.1.7. A change the Manager determines to be necessary or appropriate to prevent the Company from being treated as an "investment company" within the meaning of the Investment Company Act of 1940;

11.1.8. A change to facilitate the trading of Shares, including changes required by law or by the rules of a securities exchange;

11.1.9. A change the Manager determines to be necessary or appropriate to satisfy any requirements or guidelines contained in any opinion, directive, order, ruling, or regulation of any federal or state agency or judicial authority or contained in any Federal or State statute, including but not limited to "no-action letters" issued by the Securities and Exchange Commission;

11.1.10. A change that the Manager determines to be necessary or appropriate to prevent the Company from being subject to the Employee Retirement Income Security Act of 1974;

11.1.11. A change the Manager determines to be necessary or appropriate to reflect an investment by the Company in any corporation, partnership, joint venture, limited liability company or other entity;

11.1.12. An amendment that conforms to the Offering Circular;

11.1.13. Any amendments expressly permitted in this Agreement to be made by the Manager acting alone; or

11.1.14. Any other amendment that does not have, and could not reasonably be expected to have, a material adverse effect on the Investor Members.

11.2. **Amendments Requiring Majority Consent.** Any amendment that has, or could reasonably be expected to have, an adverse effect on the Investor Members, other than amendments described in section 11.3, shall require the consent of the Manager and Investor Members holding a majority of the Investor Shares or, if an amendment affects only one class of Investor Shares, then the Investor Members holding a majority of the Investor Shares of that Series.

11.3. **Amendments Requiring Unanimous Consent.** The following amendments shall require the consent of the Manager and each affected Member:

11.3.1. An amendment deleting or modifying any of the amendments already listed in this section 11.3;

11.3.2. An amendment that would require any Investor Member to make additional Capital Contributions; and

11.3.3. An amendment that would impose personal liability on any Investor Member.

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11.4. **Procedure for Obtaining Consent.** If the Manager proposes to make an amendment to this Agreement that requires the consent of Investor Members, the Manager shall notify each affected Investor Member (who may be all Investor Members, or only Investor Members holding a given class of Investor Shares) in writing, specifying the proposed amendment and the reason(s) why the Manager believe the amendment is in the best interest of the Company. At the written request of Investor Members holding at least Twenty Percent (20%) of the Investor Shares entitled to vote on the amendment, the Manager shall hold an in-person or electronic meeting (*e.g.*, a webinar) to explain and discuss the amendment. Voting may be through paper or electronic ballots. If the Manager proposes an amendment that is not approved by the Investor Members within ninety (90) days from proposal, the Manager shall not again propose that amendment for at least six (6) months.

12. ARTICLE TWELVE: MISCELLANEOUS

12.1. **Notices.** Any notice or document required or permitted to be given under this Agreement may be given by a party or by its legal counsel and shall be deemed to be given by electronic mail with transmission acknowledgment, to the principal business address of the Company, if to the Company or the Manager, to the email address of an Investor Member provided by such Investor Member, or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section.

12.2. **Electronic Delivery.** Each Member hereby agrees that all communications with the Company, including all tax forms, shall be via electronic delivery.

12.3. **Governing Law.**

12.3.1. **In General.** This Agreement shall be governed by the internal laws of Delaware without giving effect to the principles of conflicts of laws. Each Member hereby (i) consents to the personal jurisdiction of the Delaware courts or the Federal courts located in or most geographically convenient to Wilmington, Delaware, (ii) agrees that all disputes arising from this Agreement shall be prosecuted in such courts, except as provided in section 5.6.2, (iii) agrees that any such court shall have in personam jurisdiction over such Member, (iv) consents to service of process by notice sent by regular mail to the address on file with the Company and/or by any means authorized by Delaware law, and (v) if such Member is not otherwise subject to service of process in Delaware, agrees to appoint and maintain an agent in Delaware to accept service, and to notify the Company of the name and address of such agent.

12.3.2. **Exception.** The exclusive forum selection provisions in section 12.3.1 shall not apply to the extent prohibited by the Securities Act of 1933 or the Securities Exchange Act of 1934.

12.4. **Waiver of Jury Trial.** EACH MEMBER ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH MEMBER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. However, the foregoing waiver of trial by jury does not apply to claims arising under the Federal securities laws.

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12.5. **Signatures.** This Agreement may be signed (i) in counterparts, each of which shall be deemed to be a fully executed original; and (ii) electronically, *e.g*., via DocuSign. An original signature transmitted by facsimile or email shall be deemed to be original for purposes of this Agreement.

12.6. **No Third-Party Beneficiaries.** Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

12.7. **Binding Effect.** This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

12.8. **Titles and Captions.** All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

12.9. **Pronouns and Plurals.** All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

12.10. **Execution by Investor Members.** It is anticipated that this Agreement will be executed by Investor Members through the execution of a separate Investment Agreement.

12.11. **Legal Representation.** The Company and the Manager have been represented by Lex Nova Law LLC in connection with the preparation of this Agreement. Each Investor Member (i) represents that such Member has not been represented by Lex Nova Law LLC in connection with the preparation of this Agreement, (ii) agrees that Lex Nova Law LLC may represent the Company and/or the Manager in the event of a dispute involving such Investor Member, and (iii) acknowledges that such Investor Member has been advised to seek separate counsel in connection with this Agreement.

12.12. **Days.** Any period of days mandated under this Agreement shall be determined by reference to calendar days, not business days, except that any payments, notices, or other performance falling due on a Saturday, Sunday, or federal government holiday shall be considered timely if paid, given, or performed on the next succeeding business day.

12.13. **Relationship to Investment Agreement.** In the case of an Investor Member, this Agreement governs such Investor Member's ownership of Investor Shares and the operation of the Company, while the Investment Agreement governs such Investor Member's purchase of Investor Shares. In the event of a conflict between the two agreements, this Agreement shall control.

12.14. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior agreements and understandings.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ENERGEA PORTFOLIO 4 USA LLC

By: Energea Global, LLC
As Manager

By /s/ Michael Silvestrini
Michael Silvestrini, Manager

By /s/ Chris Sattler
Chris Sattler, Manager

ENERGEA GLOBAL, LLC

By /s/ Michael Silvestrini
Michael Silvestrini, Manager

By /s/ Chris Sattler
Chris Sattler, Manager

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Exhibit 1A.2C

ENERGEA PORTFOLIO 4 USA LLC

AUTHORIZING RESOLUTION

Class A Investor Shares

The undersigned, being the Manager of Energea Portfolio 4 USA LLC, a Delaware limited liability company (the "Company"), hereby adopts the following as an "Authorizing Resolution" pursuant to section 3.2 of the Limited Liability Company Agreement dated March 22, 2021 (the "LLC Agreement"):

1. **Definitions.** Capitalized terms that are not otherwise defined in this Authorizing Resolution shall have the meanings given to them in the LLC Agreement.

2. **Authorization of Class.** The Company shall have the authority to issue up to Five Hundred Million (500,000,000) Investor Shares designated as "Class A Investor Shares," having no par value, with the rights, preferences, powers, privileges and restrictions, qualifications, and limitations set forth in this Authorizing Resolution.

3. **Distributions.**

3.1. **Definitions.** The following definitions shall apply for purposes of this section 3:

3.1.1. "Adjusted Projected Cash Flows" means, for any Project, the Projected Project Cash Flows for such Project, but with each item of Operating Cash Flow of such Project used in the Financial Model multiplied by the Adjustment Percentage.

3.1.2. "Adjustment Percentage" means, for any Project, that percentage which, when multiplied by each item of Operating Cash Flow of such Project used in the Financial Model would yield a Projected Project IRR of six percent (6%) rather than the actual Projected Project IRR.

3.1.3. "Capital Contribution" means (i) for a Holder who acquired his, her, or its Class A Investor Shares directly from the Company, the amount paid for such Class A Investor Shares; and (ii) for a Holder who acquired his, her, or its Class A Investor Shares from another person, the amount paid by the person who originally purchased such Class A Investor Shares from the Company.

3.1.4. "Capital Transaction" means any sale, refinancing, or other transaction involving one or more Projects that is customarily considered as capital.

3.1.5. "Financial Model" means the financial model used by the Company to calculate and project the financial performance of Projects and to determine the value of Projects.

3.1.6. "Holder" means an Investor Member who owns Class A Investor Shares.

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3.1.7. "Investor IRR" means, for any Holder and any Project, the IRR calculated on the portion of the Capital Contribution of such Holder (or such Holder's predecessor(s) in interest) allocated to such Project in the discretion of the Manager, measured from the date such Holder was admitted to the Company (provided that for these purposes, the Company may assume that each Holder admitted to the Company during a month was admitted on the last day of such month) and taking into account all distributions made with respect to such Holder (or such Holder's predecessor(s) in interest) with respect to such Project.

3.1.8. "IRR" means internal rate of return calculated using Microsoft Excel.

3.1.9. "Net Capital Proceeds" means the proceeds from any Capital Transaction minus (i) the expenses the Company and its subsidiaries incur with respect to the Capital Transaction, (ii) any repayments of debt made in connection with the Capital Transaction, (iii) brokerage commissions, and (iv) other costs customarily taken into account in calculating net proceeds, and after establishing such reserves against future needs as the Manager shall determine.

3.1.10. "Operating Cash Flow" means the cash flow from the operations of a Project taking into account all revenue and all expense (including but not limited to debt service and the fees and charges payable to the Manager and its affiliates), and after establishing such reserves against future needs as the Manager shall determine.

3.1.11. "Project" means a solar energy project owned by the Company, directly or indirectly through a subsidiary.

3.1.12. "Projected Project Cash Flows" means, for any Project, the projected monthly cash flows of such Project, both positive (returns) and negatives (investments) over its anticipated life, as such projected cash flows may change from time to time in the discretion of the Manager.

3.1.13. "Projected Project IRR" means, for any Project, the IRR of such Project, based on its Projected Project Cash Flows.

3.2. **Distributions of Operating Cash Flow.** Within thirty (30) days after the end of each calendar month, the Company shall distribute its Operating Cash Flow as follows:

3.2.1. First, an amount equal to the lesser of the Operating Cash Flow for such month or the Adjusted Projected Cash Flow for such month shall be distributed to the Holders.

3.2.2. Second, if for any previous month the Operating Cash Flow was less than the Adjusted Projected Cash Flow, an amount equal to the aggregate shortfall, plus interest calculated at an annual rate of six percent (6%), compounded monthly, shall be distributed to the Holders, to the extent not previously distributed to the Holders.

3.2.3. Third, any remaining Operating Cash Flow shall be distributed seventy (70%) percent to the Holders and thirty (30%) percent to the holders of the Common Shares.

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3.3. **Distributions of Net Capital Proceeds.** Within ninety (90) days after a Capital Transaction, the Company shall distribute the Net Capital Proceeds from such Capital Transaction as follows:

3.3.1. First, the Holders shall receive the lesser of (i) all of the Net Capital Proceeds, or (ii) the amount required for each Holder to achieve an Investor IRR of seven percent (7%) with respect to the Project in question.

3.3.2. Second, any remaining Net Capital Proceeds shall be distributed seventy (70%) percent to Holders and thirty (30%) percent to the holders of the Common Shares.

3.4. **Special Rule for Under-Performing Projects.** If the Company has disposed of a Project and Holders did not achieve an Investor IRR of at least six percent (6%) from such Project, then the Manager shall adjust distributions from remaining Projects to make up the shortfall, if possible.

3.5. **Distributions Among Holders.** Unless otherwise indicated, any distributions to be made to the Holders as a group, or to the holders of Common Shares as a group, shall be made *pro rata* based on the number of Shares owned. However, the Manager may adjust the amount distributed to each Holder if the Class A Investor Shares owned by such Holder were not outstanding during the entire period to which the distribution relates.

3.6. **Calculations.** All calculations required by this section 3 shall be made by an accounting firm selected by the Manager, and, in the absence of fraud, its calculation shall be final and not subject to dispute.

4. **Price.** Initially, the Class A Investor Shares shall be offered to the public for One Dollar ($1.00) for each Class A Investor Share. The price may be increased or decreased by the Manager based on changes in the Net Value of the Projects.

5. **Manner of Offering.** Initially, the Class A Investor Shares shall be offered to the public in an offering under Tier 2 of Regulation A issued by the Securities and Exchange Commission. However, Class A Investor Shares may also be offered and sold publicly or privately in other offerings as determined by the Manager.

6. **Right to Request Purchase of Shares.**

6.1. **In General.** Subject to the provisions of this section 6, by giving notice to the Company, an Investor Member who has owned his, her, or its Class A Investor Shares may request that the Company purchase, or arrange for the purchase, of all or any number of the Class A Investor Shares owned by such Investor Member. If such notice does not otherwise provide, it shall be deemed to be a request for the sale of all, but not less than all, of the Class A Investor Shares owned by such Investor Member. If such notice is received by the fifteenth (15th) day of a calendar month, the Company shall use commercially reasonable efforts to arrange for such purchase by the end of such month; if such notice is after the fifteenth (15th) day of a month, the Company shall use commercially reasonable efforts to arrange for such purchase by the end of the following month.

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6.2. **Limitations.** In seeking to accommodate a request made pursuant to section 6.1, the Company shall not be required to (i) purchase the Class A Investor Shares for its own account, (ii) borrow money or dispose of assets to fund such purchase, or (iii) take any other action that would, in the sole discretion of the Company, be adverse to the interests of the Company or its other Members.

6.3. **Legal Limitation.** The Company shall not be obligated to seek to arrange for the purchase of Class A Investor Shares that the Company would not legally be permitted to redeem under Delaware law.

6.4. **Priority.** The Company shall consider requests made pursuant to section 6.1 in the order in which such requests are received.

6.5. **Failure to Purchase.** If the Company is unable to purchase or arrange for the purchase of Class A Investor Shares as provided in this section by the dates specified in section 6.1, the Investor Member may either rescind his, her, or its request or maintain the request for the following month.

6.6. **Price.** Unless otherwise agreed in writing between the selling Investor Member and the buyer, the price of Class A Investor Shares purchased and sold pursuant to this section 6 shall be the then-current value of such Class A Investor Shares as determined by the Company in accordance with its financial model.

7. **Amendment of Rights.** The Company shall not amend, alter or repeal the preferences, special rights, or other powers of the Class A Investor Shares so as to affect adversely the Class A Investor Shares vis-à-vis the Common Shares or any other series of Investor Shares, without the consent of the holders of a majority of the then-outstanding Class A Investor Shares.

8. **Other Classes.** The Company may issue one or more series of Investor Shares with rights superior to those of the Class A Investor Shares, provided that Shares of such series may not be owned by the Manager or its affiliates. Without limiting the preceding sentence, the Company may issue a series of Investor Shares whose holders have the right to receive distributions before any distributions are made to the holders of the Class A Investor Shares.

9. **Preemptive Rights.** Holders of the Class A Investor Shares shall have no preemptive rights or other rights to subscribe or purchase additional securities of the Company.

DATED: March 22, 2021

ENERGEA GLOBAL, LLC

By /s/ Michael Silvestrini

Michael Silvestrini, Manager

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Exhibit 1A.4A

ENERGEA PORTFOLIO 4 USA LLC

INVESTMENT AGREEMENT

This is an Investment Agreement, entered into on March 22, 2021, by and between Energea Portfolio 4 USA LLC, a Delaware limited liability company (the "Company") and the purchaser identified on the Investor Information Sheet attached ("Purchaser").

Background

I. The Company is offering for sale Class A Investor Shares pursuant to an Offering Circular dated April 9, 2021 (the "Disclosure Document").

II. The Company and its members are parties to an agreement captioned "Limited Liability Company Agreement", dated March 22, 2021, which they intend to be the sole "limited liability company agreement" of the Company within the meaning of 6 Del. C. §18-101(7) (the "LLC Agreement").

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms that are not otherwise defined in this Investment Agreement have the meanings given to them in the Disclosure Document. The Company is sometimes referred to using words like "we" and "our," and Purchaser is sometimes referred to using words like "you" and "your."

2. **Purchase of Shares.** Subject to the terms and conditions of this Investment Agreement, the Company hereby agrees to sell to you, and you hereby agree to purchase from the Company, that number of Class A Investor Shares set forth on the Investor Information Sheet, for the price set forth on the Investor Information Sheet. We refer to your Class A Investor Shares as the "Shares."

3. **No Right to Cancel.** You do not have the right to cancel your subscription or change your mind. Once you sign this Investment Agreement, you are obligated to purchase the Shares, no matter what.

4. **Our Right to Reject Investment.** In contrast, we have the right to reject your subscription for any reason or for no reason, in our sole discretion. If we reject your subscription, any money you have given us will be returned to you.

5. **Your Promises.** You promise that:

5.1. **Accuracy of Information.** All the information you have given to us, whether in this Investment Agreement or otherwise, is accurate and we may rely on it. If any of the information you have given to us changes before we accept your subscription, you will notify us immediately. If any of the information you have given to us is inaccurate and we are damaged (harmed) as a result, you will indemnify us, meaning you will pay any damages.

5.2. **Risks.** You understand all the risks of investing, including the risk that you could lose all your money. Without limiting that statement, you have reviewed and understand all the risks listed in the Disclosure Document.

5.3. **No Representations.** Nobody has made any promises or representations to you, except the information in the Disclosure Document. Nobody has guaranteed any financial outcome of your investment.

5.4. **Opportunity to Ask Questions.** You have had the opportunity to ask questions about the Company and the investment. All your questions have been answered to your satisfaction.

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5.5. **Your Legal Power to Sign and Invest.** You have the legal power to sign this Investment Agreement and purchase the Shares.

5.6. **No Government Approval.** You understand that no state or federal authority has reviewed this Investment Agreement or the Shares or made any finding relating to the value or fairness of the investment.

5.7. **No Transfer.** You understand that under the terms of the LLC Agreement, the Shares may not be transferred without our consent. Also, securities laws limit transfer of the Shares. Finally, there is currently no market for the Shares, meaning it might be hard to find a buyer. As a result, you should be prepared to hold the Shares indefinitely.

5.8. **No Advice.** We have not provided you with any investment, financial, or tax advice. Instead, we have advised you to consult with your own legal and financial advisors and tax experts.

5.9. **Tax Treatment.** We have not promised you any particular tax outcome from buying or holding the Shares.

5.10. **Acting on Your Own Behalf.** You are acting on your own behalf in purchasing the Shares, not on behalf of anyone else.

5.11. **Investment Purpose.** You are purchasing the Shares solely as an investment, not with an intent to re-sell or "distribute" any part of it.

5.12. **Anti-Money Laundering Laws.** Your investment will not, by itself, cause the Company to be in violation of any "anti-money laundering" laws, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

5.13. **Additional Information.** At our request, you will provide further documentation verifying the source of the money used to purchase the Shares.

5.14. **Disclosure.** You understand that we may release confidential information about you to government authorities if we determine, in our sole discretion after consultation with our lawyer, that releasing such information is in the best interest of the Company or if we are required to do so by such government authorities.

5.15. **Additional Documents.** You will execute any additional documents we request if we reasonably believe those documents are necessary or appropriate and explain why.

5.16. **No Violations.** Your purchase of the Shares will not violate any law or conflict with any contract to which you are a party.

5.17. **Enforceability.** This Investment Agreement is enforceable against you in accordance with its terms.

5.18. **No Inconsistent Statements.** No person has made any oral or written statements or representations to you that are inconsistent with the information in this Investment Agreement and the Disclosure Document.

5.19. **Financial Forecasts.** You understand that any financial forecasts or projections are based on estimates and assumptions we believe to be reasonable but are highly speculative. Given the industry, our actual results may vary from any forecasts or projections.

5.20. **Notification.** If you discover at any time that any of the promises in this section 5 are untrue, you will notify us right away.

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5.21. **Legality in Non-U.S. Jurisdictions.** If you are not a citizen or resident of the United States, you represent that the offering of Investor Shares conducted by the Company, and your purchase of Shares, are lawful under the laws of the jurisdiction where you are a citizen and/or resident.

5.22. **Additional Promises by Individuals.** If you are a natural person (not an entity), you also promise that:

5.22.1. **Knowledge.** You have enough knowledge, skill, and experience in business, financial, and investment matters to evaluate the merits and risks of the investment.

5.22.2. **U.S. Citizen or Resident.** You are a citizen or permanent resident (green card) of the United States.

5.22.3. **Financial Wherewithal.** You can afford this investment, even if you lose your money. You don't rely on this money for your current needs, like rent or utilities.

5.22.4. **Anti-Terrorism and Money Laundering Laws.** None of the money used to purchase the Shares was derived from or related to any activity that is illegal under United States law, and you are not on any list of "Specially Designated Nationals" or known or suspected terrorists that has been generated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"), nor are you a citizen or resident of any country that is subject to embargo or trade sanctions enforced by OFAC.

5.23. **Entity Investors.** If Purchaser is a legal entity, like a corporation, partnership, or limited liability company, Purchaser also promises that:

5.23.1. **Good Standing.** Purchaser is validly existing and in good standing under the laws of the jurisdiction where it was organized and has full corporate power and authority to conduct its business as presently conducted and as proposed to be conducted.

5.23.2. **Other Jurisdictions.** Purchaser is qualified to do business in every other jurisdiction where the failure to qualify would have a material adverse effect on Purchaser.

5.23.3. **Authorization.** The execution and delivery by Purchaser of this Investment Agreement, Purchaser's performance of its obligations hereunder, the consummation by Purchaser of the transactions contemplated hereby, and the purchase of the Shares, have been duly authorized by all necessary corporate, partnership or company action.

5.23.4. **Investment Company.** Purchaser is not an "investment company" within the meaning of the Investment Company Act of 1940.

5.23.5. **Information to Investors.** Purchaser has not provided any information concerning the Company or its business to any actual or prospective investor, except the Disclosure Document, this Investment Agreement, and other written information that the Company has approved in writing in advance.

5.23.6. **Anti-Terrorism and Money Laundering Laws.** To the best of Purchaser's knowledge based upon appropriate diligence and investigation, none of the money used to purchase the Shares was derived from or related to any activity that is illegal under United States law. Purchaser has received representations from each of its owners such that it has formed a reasonable belief that it knows the true identity of each of the ultimate investors in Purchaser. To the best of Purchaser's knowledge, none of its ultimate investors is on any list of "Specially Designated Nationals" or known or suspected terrorists that has been generated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"), nor is any such ultimate investor a citizen or resident of any country that is subject to embargo or trade sanctions enforced by OFAC.

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6. **Confidentiality.** The information we have provided to you about the Company, including the information in the Disclosure Document, is confidential. You will not reveal such information to anyone or use such information for your own benefit, except to purchase the Shares.

7. **Re-Purchase of Shares.** If we decide that you provided us with inaccurate information or have otherwise violated your obligations, or if required by any applicable law or regulation related to terrorism, money laundering, and similar activities, we may (but shall not be required to) repurchase your Shares for an amount equal to the amount you paid for them.

8. **Governing Law.**

8.1. **In General.** This Investment Agreement shall be governed by the internal laws of Delaware without giving effect to the principles of conflicts of laws. You hereby (i) consent to the personal jurisdiction of the Delaware courts or the Federal courts located in or most geographically convenient to Wilmington, Delaware, (ii) agree that all disputes arising from this Investment Agreement shall be prosecuted in such courts, (iii) agree that any such court shall have in personam jurisdiction over you, (iv) consent to service of process by notice sent in accordance with section 11 and/or by any means authorized by Delaware law, and (v) if you are not otherwise subject to service of process in Delaware, agree to appoint and maintain an agent in Delaware to accept service, and to notify the Company of the name and address of such agent.

8.2. **Exception.** The exclusive forum selection provisions in section 8.1 shall not apply to the extent prohibited by the Securities Act of 1933 or the Securities Exchange Act of 1934.

9. **Execution of LLC Agreement.** If we accept your subscription, then your execution of this Investment Agreement will also serve as your execution of the LLC Agreement, just as if you had signed a paper copy of the LLC Agreement in blue ink.

10. **Consent to Electronic Delivery.** You agree that we may deliver all notices, tax reports and other documents and information to you by email or another electronic delivery method we choose. You agree to tell us right away if you change your email address or home mailing address so we can send information to the new address.

11. **Notices.** All notices between us will be electronic. You will contact us by email at ________________. We will contact you by email at the email address on the Investor Information Sheet. Either of us may change our email address by notifying the other (by email). Any notice will be considered to have been received on the day it was sent by email, unless the recipient can demonstrate that a problem occurred with delivery. You should designate our email address as a "safe sender" so our emails do not get trapped in your spam filter.

12. **Limitations on Damages.** WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF YOU TELL US YOU MIGHT INCUR THOSE DAMAGES. This means that at most, you can sue us for the amount of your investment. You can't sue us for anything else. However, the foregoing limitation of damages does not apply to claims arising under the Federal securities laws.

13. **Waiver of Jury Rights.** IN ANY DISPUTE WITH US, YOU AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY. This means that any dispute will be heard by a judge, not a jury. However, the foregoing waiver of trial by jury does not apply to claims arising under the Federal securities laws.

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14. **Miscellaneous Provisions.**

14.1. **No Transfer.** You may not transfer your rights or obligations.

14.2. **Headings.** The headings used in this Investment Agreement (*e.g.*, the word "Headings" in this paragraph), are used only for convenience and have no legal significance.

14.3. **No Other Agreements.** This Investment Agreement, the LLC Agreement, and the Shares are the only agreements between us.

14.4. **Relationship with LLC Agreement.** This Investment Agreement governs Purchaser's purchase of the Shares, while the LLC Agreement governs Purchaser's ownership of the Shares and the operation of the Company. In the event of a conflict between the two agreements, the LLC Agreement shall control.

14.5. **Electronic Signature.** You will sign this Investment Agreement electronically, rather than physically.

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INVESTOR INFORMATION SHEET

Name of Purchaser ____________________

Number of Class A Investor Shares ____________________

Price Per Investor Share ____________________

Total Investment ____________________

Social Security Number
(If You Are An Individual) ____________________

Or

Employer Identification Number
(If You Are An Entity) ____________________

Jurisdiction of Formation
(If You Are An Entity) ____________________

Mailing Address ____________________
Street 1

____
Street 2

____
City

____
State and Zip Code

____
Country

Email Address ____________________

[*Signatures on the Applicable Investor Signature Page that Follows*]

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INVESTOR SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Investment Agreement effective on the date first written above.

Investor Signature

Second Signature (For Joint Accounts)

Name and Title (For Entity Investors Only)

ACCEPTED

ENERGEA PORTFOLIO 4 USA LLC

By: Energea Global LLC
As Manager

By ______________________________
Michael Silvestrini, Manager

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Exhibit 1A.4B

SOLAR POWER PURCHASE AGREEMENT

Dated as of December 2, 2020
by and between

Phytoplankton Ponus Ridge Solar LLC,
as Provider

and

New Canaan Public Schools,
as Host

SOLAR POWER PURCHASE AGREEMENT

This SOLAR POWER PURCHASE AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the **"Agreement"**), dated as of December 1, 2020 (the **"Effective Date"**), is by and between Phytoplankton Ponus Ridge Solar LLC (**"Provider"**), and the New Canaan Public Schools, a Connecticut municipal entity (**"Host"**).

RECITALS:

WHEREAS, The site, located at 769 Ponus Ridge Road, New Canaan, CT 06840 (the **"Site"**) as more fully described in Schedule A of Appendix I (the **"System Site"**) is owned by the Town of New Canaan on behalf of the Host;

WHEREAS, Provider has inspected the Site and made a preliminary determination, in its sole judgement, that it contains adequate space and conditions to host the solar photovoltaic system (**"the System"**) consistent with the Host's Request for Proposals and as more fully described in Section 1 and Schedule B of Appendix I; and

WHEREAS, Provider desires to sell, and Host desires to purchase, the Solar Services (as hereinafter defined), consisting of the delivery of all of the Class I renewable electrical energy (the **"Energy"**) generated by the System to be installed at the Site and other services pursuant to the terms and conditions set forth herein.

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

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AGREEMENT:

1. Definitions.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in this Section 1; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation”; (d) references to “Sections” and “Appendices” shall be to sections and appendices hereof; (e) the words “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all appendices hereto, as the same may be amended, modified, supplemented or replaced from time to time.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority having jurisdiction, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental Authority, enforceable at law or in equity.

“Commercial Operation Date” shall have the meaning set forth in Section 3.4.

“Confidential Information” shall have the meaning set forth in Section 15.

“Contract Year” means each twelve (12)-month period commencing on the Commercial Operation Date or an anniversary thereof and ending on the day immediately before the next anniversary of the Commercial Operation Date.

“Delivery Point” shall mean the physical location where the energy passes to the Host’s existing electrical system.

“Effective Date” shall have the meaning set forth in the preamble.

“Energy” shall have the meaning set forth in the recitals hereof measured in kilowatt hours (kWh).

“Environmental Attributes” shall mean the following accrued during the Term: (i) any and all environmental credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, in respect of the System or Energy therefrom that is in effect as of the Effective Date or may come into effect in the future, including, without limitation, tradable renewable energy certificates, green-e tags, allowances, reductions or other transferable indicia denoting carbon offset credits or indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to the Energy during the Term, in each case created under a renewable energy, emission reduction, or other reporting program adopted by a Governmental Authority, or for which a registry and a market exists (which, as of the Effective Date are certificates minted by NEPOOL Generation Information System (“NEPOOL-GIS”) in accordance with NEPOOL-GIS operating rules) or for which a market may exist at a future time; and (ii) all Reporting Rights with respect to any of the above.

“Environmental Financial Incentives” shall mean each of the following financial rebates and incentives that is in effect as of the Effective Date or may come into effect in the future: (i) performance-based incentives, rebates and any other incentives under the federal government’s, any state’s, any municipality’s, or any utility’s solar program or initiative, incentive tax credits (including investment tax credits arising under the Internal Revenue Code of 1986) other tax benefits or grants in lieu thereof (including without limitation the monetization of tax benefits), and accelerated depreciation (collectively, “incentives”), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, energy generation, or other environmental or energy characteristics, resulting from the construction, ownership or operation of the System or 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 generated by the System; and (ii) all Reporting Rights with respect to any of the above.

“Expiration Date” shall have the meaning set forth in Section 10.1.

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"Force Majeure Event" shall mean any act, event or circumstance that prevents or delays, in whole or in part, a Party from performing its obligations in accordance with this Agreement (other than the payment of money), if such act, event or circumstance is not reasonably foreseeable and otherwise beyond the reasonable control, and not the result of the fault or negligence, of such Party. Subject to the foregoing conditions, Force Majeure Event may include any of the following:

a) war, riot, acts of a public enemy or other civil disturbance;

b) acts of God, including storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, wild, range or forest fires, and objects striking the earth from space (such as meteorites), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; and

A Force Majeure Event shall not be based on the economic hardship of either Party or the failure of the Host's landlord, if any.

"Governmental Authority" shall mean any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government having jurisdiction.

"Host" shall have the meaning set forth in the preamble.

"Host Default" shall have the meaning set forth in Section 11.1.

"kWh" shall mean a kilowatt-hour.

"kWh Rates" shall have the meaning set forth in Section 6.1.

"Lender" means (i) any Person who has or will provide debt and/or equity financing to Provider or an affiliate of Provider to finance all or part of the System costs, (ii) any Person to whom Provider has sold or conveyed the System, as applicable, and leased back the System under a sale-leaseback arrangement, and (iii) any Person to whom Provider has otherwise sold or conveyed the System where such Person acquires the tax credits or other benefits of the System and Provider retains or receives back a leasehold or other interest in the System such that Provider has the rights and authority to perform its obligations as Provider hereunder, together with any agents or designees of the Persons in (i), (ii) and (iii) above and otherwise in accordance with this Agreement.

"Meter" shall have the meaning set forth in Section 4.2.1.

"Monthly Period" shall mean the period commencing on the Commercial Operation Date and ending on the last day of the calendar month in which the Commercial Operation Date occurs, and, thereafter, all subsequent one (1) calendar month periods during the Term.

" Monthly Production " shall mean, for each Monthly Period, the amount of Energy delivered during such Monthly Period.

"O&M Work" shall have the meaning set forth in Section 4.1.1.

"Party" shall mean each of Host and Provider.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

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"Provider" shall have the meaning set forth in the preamble.

"Provider-Related Parties" Provider's qualified, authorized agents, contractors and subcontractors, provided such agents, contractors and subcontractors satisfy the insurance requirement herein and name the Host as an additional insured on each policy. It shall be the Provider's duty and responsibility to ensure and confirm that agents, contractors and subcontractors are qualified and comply with such insurance requirements and the use of such Provider-Related Parties shall not relieve Provider of its obligations under this Agreement.

"Provider Default" shall have the meaning set forth in Section 11.2.

"Purchase Price" shall have the meaning set forth in Section 10.2.2.

"Renewal Rate" shall mean the lesser of $0.078 per kWh, or 40% of the then current retail cost of electricity, on a volumetric, kWh basis for the Site from the local electric utility, including the cost of power provided by the utility or any third party and the cost of transmission, distribution, and other on-bill charges from the local electric utility.

"Reporting Rights" means the right to report ownership of the Environmental Attributes or the Environmental Financial Incentives associated with the System or Energy therefrom to any federal, state, or local agency, authority or other party or Governmental Authority, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program.

"Site" shall have the meaning set forth in the first recital or any alternative location for the System.

"Solar Insolation" shall mean the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

"Solar Services" shall mean all services provided to Host by Provider hereunder, including, without limitation, the provision of Energy.

"System" shall mean the solar photovoltaic system installed pursuant to this Agreement at the System Site and more fully described in Schedule B of Appendix I hereto; provided, however, that the term "System" shall only include equipment and materials up to but not including the Delivery Point.

"Term" shall have the meaning set forth in Section 10.1.

"Termination Date" shall have the meaning set forth in Section 10.1.

"Termination Value" shall mean, on any date of termination, the applicable amount specified for the Contract Year in which such date falls on Schedule D of Appendix I to this Agreement.

"Taxes" shall have the meaning set forth in Section 6.2.

"Utility" means the Connecticut Light & Power Company d/b/a Ever source Energy.

2. Purchase and Sale of Energy and Solar Services; Access Rights.

(a) Host shall purchase Energy and Solar Services from Provider for delivery directly at the Site. Provider shall sell to Host all of the Energy generated by the System during the Term and provide all services to the System necessary for the proper and efficient operation of the System during the Term, all in accordance with the terms and conditions set forth herein.

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(b) Host hereby grants to Provider and to Provider's agents, employees, the non-exclusive right (i) to access to the System Site, including access on, over, under and across the Site, and (ii) to locate the System on the System Site (the "Access Right"), in each case from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of this Agreement "Access Term"), for the purposes of installing the System and performing all of Provider's obligations and enforcing all of Provider's rights set forth in this Agreement and otherwise as required by Provider in order to effectuate the purposes of this Agreement. During the Access Term, Host shall not interfere, or permit any third parties under Host's control to interfere with such rights or access reasonably exercised.

3. Construction, Installation and Testing of System.

3.1 Critical Milestones.

3.1.1 Milestones. Provider shall achieve the following development milestones (the **"Critical Milestones")** on or before the date(s) set forth in the subsections below:

(a) Confirmation that renewable energy credits from Class I generation projects that emit no pollutants pursuant to Public Act 11-80 § 107, have been awarded to the System.

(b) Provider shall file interconnection application within fifteen (15) of the Effective Date;

(c) Provider shall file complete application for all required local approvals within seven (7) days following receipt of conditional interconnection approval from the Utility.

(d) receipt of all permit(s) necessary to construct the System, with adequate time to meet the deadline for the Commercial Operation Date;

(e) demonstration of the financial capability, reasonably acceptable to the Host, to proceed with the development, construction, and operation of the System, no later than 60 days after the date defined in 3.1.l(b).

(f) submission of an application for any necessary municipal building permits within 15 days following approval by the local zoning authority for the performance by the Host of its obligations hereunder (and subject to potential need to submit additional materials regarding structural engineering and a final racking plan), and;

(g) delivery to the System Site of all construction material that require overhead hoisting, and, in order to accommodate the Host's use of the System Site as a solar facility, the hoisting and placement of such materials to the roof of the System Site and the removal of any Lulls or other overhead lifting equipment from the System Site by end of day on March 9, 2021, in each case, if commercially reasonable and subject to (i) the timely approval by the Board of Selectmen (ii) the completion of current roof work and delivery of the final roof warranty; and (iii) the receipt of all local permits by February 18, 2021, or, if such conditions prevent Provider from meeting the goal, at the earliest practicable time to be agreed by Provider and Host's facilities personnel, taking into account school operations and safety; and

(h) achievement of Commercial Operation Date no later than the date provided in Section 3.4.

3.1.2 Installation and Access. Subject to Section 3.2, Provider will cause the System to be designed, engineered, installed and constructed at the System Site in accordance with the terms of this Agreement. Upon advance notice to Host's Director of Facilities, Host shall grant Provider with continuous, reasonable access to the Site throughout the Term of this Agreement to conduct activities necessary to perform its responsibilities in accordance with the terms and conditions set forth herein. Subject to all rights to cure, Host material disruption of Provider's access prior to COD may extend the COD accordingly, and following COD shall be a Host Default as that term is defined in Section 11.1.

3.1.3. Provider/EPC Services.

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a. Commissioning & Acceptance Testing. During the start-up, the Provider or its contractor shall coordinate with Host's consultant, MHR Development, LLC **("Consultant")** to Commission the System. This will require compliance with the witness test procedure (as per Ever source requirements) and verification via online monitoring that all equipment is properly functioning.

b. Operation and Maintenance Manuals and As-Built Drawings. Provider shall provide Host with operation and maintenance manuals and as-built drawings of the System as PDF documents. These requirements shall be delivered prior to acceptance of the System.

3.2 Conditions Precedent to Commencement of Construction and Installation. Commencement by the Provider of construction and installation activities shall be subject to the satisfaction of the following conditions precedent:

3.2.l Provider will, at its own cost, inspect the Host structure with a structural engineer to determine the capacity of the structure to support the System and shall provide Host with such determination signed by the structural engineer and to be reviewed by Host's Consultant. Host makes no representation regarding the capacity of the roof to support the System. If following such inspection, Provider's structural engineer determines in writing that the structure of the System Site will not support the System, Provider may elect to attempt to modify the System design with the consent of Host or terminate this Agreement with no liability to either Party.

3.2.2 Provider shall inspect the roof and review the roof warranty and take all required steps necessary to confirm that the System installation and operation and maintenance will not void or otherwise violate the roof warranty or damage the roof of the Host structure in accordance with the roofing manufacture's guidelines for photovoltaic additions (attached as Schedule A of the RFP regarding "Roof Membrane Material" and "Overburden Guidelines").

3.2.3 Intentionally omitted;

3.2.4 Provider shall, after an opportunity for review by Host, have entered into the applicable contract(s) for construction and installation of the System reasonably acceptable to Host, subject to the terms of the applicable financing, if any;

3.2.5 Provider shall have obtained at its sole cost all the permits, licenses and other approvals required by Applicable Law to be obtained by Provider prior to such commencement, including those specified in Schedule E of Appendix I. Provider shall deliver copies of all such permits, licenses and approvals to Host and shall notify Host in writing promptly if any permits, licenses or approvals are denied or if any third party has taken action that may hinder or delay the construction and installation of the System;

3.2.6 Provider shall have received satisfactory notice that the applications for Environmental Financial Incentives for the System at the Site have been accepted and approved by the appropriate governing agency; provided, however, if any of the foregoing conditions precedent are not completed by the date defined in Section 3.1.l(d), Provider or Host shall have the option to terminate this Agreement without triggering the default provisions of this Agreement and without triggering any liability under this Agreement. Alternatively, in the event that such conditions precedents are not satisfied by such date, the Parties may mutually agree in writing to amend this Agreement to revise the Commercial Operation Date and term of this Agreement.

3.3 Utility Approvals. Notwithstanding that Provider shall have the responsibility for preparing applications and obtaining all permits, licenses and approvals required for the performance of work under this Agreement, Host agrees to provide all reasonable support and assistance to Provider in obtaining necessary permits, licenses and approvals in connection with the installation, operation and maintenance of the System, including the submission of applications for interconnection of the System with the local electric utility. Provider shall make all reasonable improvements required by the local electric utility. Should the local electric utility fail to approve the interconnection of the System with respect to the Site or require equipment in addition to the equipment set forth in Schedule B of Appendix I, Provider may, at Provider's option, terminate this Agreement in whole immediately subsequent to notification from the Utility. Provider shall provide Host with reasonable advance notice of any testing of the System required for utility approval with enough time that Host may elect to observe the testing.

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3.4 Energy Delivery.

(a) The date on which the delivery of Energy to the Delivery Point commences (the **"Commercial Operation Date"** or **"COD")** shall be the earlier (i) of June 8, 2021 (subject to day-for-day extension if all local permits have been diligently pursued but have not been received by February 18, 2021 and for delays caused by Force Majeure) (the **"Required COD Date")** and (ii) the date on which all of the following shall have occurred: (x) Provider shall have certified to Host that the System is substantially complete and capable of regular commercial operation in accordance with good practices and manufacturer guidelines for all material components and that all performance testing has been satisfactorily completed, (y) all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System shall have been obtained and be in full force and effect, and (z) Provider (either solely or together with Host) shall have entered into an interconnection agreement with the Utility and completed all interconnection requirements.

(b) In the event that Provider fails to achieve the COD by the Required COD Date, Provider shall be liable for delay liquidated damages in the amount of $1,500 per month (pro rated for partial months) for the period between the Required COD and the actual COD. Such delay liquidated damages shall be payable for no more than one month, after which Host shall have the option to terminate this Agreement pursuant to Section 10.4.

3.5 Reimbursement of Host Costs. Not applicable for this project.

4. Operation and Maintenance of System.

4.1 O&M Work; Phone/Data Line.

4.1.1 O&M Work.

(a) Provider shall provide operation, repair, monitoring and maintenance services to the System during the Term of this Agreement, including the monitoring and maintenance of metering equipment determining the quantity of electricity produced by the System (collectively, the **"O&M Work")** in accordance with sound industry practice and all applicable laws, codes, regulations and requirements of any Government Authority, the Utility, ISO-NE, including all applicable health and safety laws. Except in the event of an emergency, Provider shall give reasonable advance notice to Host's Director of Facilities for any on-site operation and maintenance work required with respect to the System prior to accessing the Site. Provider shall also comply with Host reasonable policies and guidelines for the security, health and safety of students, staff and residents including background check requirements for agents, employees, contractors and subcontractors with access to the Site.

(b). Provider shall provide Host with access to real-time online data measuring the performance of the System down to the string level to monitor the functioning of System components during the Term of the Agreement and a data portal access to enable Host to display such information on a kiosk (to be supplied by Host) for use in the school's curriculum. Provider shall provide access to Provider's monitoring platform to allow the Host to monitor, analyze, and display historical and live solar generation data, along with inverter operation and string level monitoring. The regularly collected data should reflect, but not be limited to, the following: System performance; System availability; and current, daily, and accumulated output. The monitoring shall be designed for turnkey, remote operation. Data shall be made accessible through the internet to both the Host and its Consultant at the Site through the required kiosk anticipated to be located in the lobby of the facility.

4.1.2 Broadband Internet. In order to allow Provider to provide Host and third parties with access to real-time online data related to the measurement of System performance, Host shall permit Provider reasonable access to Host's broadband internet connection located at the Site. If Host does not maintain such internet connection on the Site, Host shall reasonably cooperate with Provider to allow Provider to install and maintain a broadband internet connection at the Site.

4.2 Metering.

4.2.1 Maintenance and Testing. Provider shall install, maintain and test one or more utility-grade kWh meter(s) (all such meters collectively, the **"Meter")** at the Site for the measurement of Energy provided to Host at the Delivery Point, which shall measure the kWh output of the System on a continuous basis in accordance with all applicable requirements to receive Environmental Financial

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Incentives. Provider shall at COD furnish a copy of all technical specifications and accuracy calibrations for the Meters. Provider shall, at no cost to Host, test the Meter in compliance with manufacturer's recommendations. All Meters shall be installed consistent with all requirements and good practices specified by the Utility and ISO NE.

4.2.2 Host Audits and Inspections. All Meters shall be tested annually at Provider's expense and Provider shall provide a copy of the results to Host. Provider will give Host reasonable advance notice so that Host may elect to observe such testing and audit the Meter data. Once per calendar year and after reasonable· written notice, Host shall have the right to require additional Meter testing, which Host may witness at a mutually agreed date and time. Any such Meter testing beyond the required testing, shall be at Host's sole cost and expense except as provided in Section 4.2.3. Host shall have a right of access to all Meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations.

4.2.3 Adjustments. If testing of a Meter pursuant to Section 4.2.1 or Section 4.2.2 indicates that such Meter is in error by more than two percent (2%), then Provider shall promptly repair or replace such Meter. Provider shall make a corresponding adjustment to the records of the amount of Energy based on such test results for (a) the actual period of time when such error caused inaccurate Meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if such period cannot be so determined, then a period equal to one-half (1/2) of the period from the later of (i) the date of the last previous test confirming accurate metering and (ii) the date the Meter was placed into service; provided, however, that such period shall in no case exceed one (1) year.

4.3 Title to System. Provider, or Provider's permitted assigns, shall at all times retain title to and be the legal and beneficial owner of the System, including the right to any Environmental Financial Incentives available under federal or state law, free and clear of any liens, charges and encumbrances, other than those granted to Lender or its representatives or assigns. Host shall have no ownership rights to the System and shall not, on Host's account, permit any liens, charges or encumbrances to be placed on the System or any of its components and shall, within 30 days of Host's knowledge of the same, cause such liens, charges or encumbrances to be removed.

4.4 Net Metering: Provider will ensure that the System will comply with applicable net metering regulations/requirements of the Utility and obtain approval of the System for net metering.

5. Purchase of Solar Services.

With respect to the System installed on the Site pursuant to this Agreement:

5.1 Purchase Requirement; Maintenance Shutdown.

5.1.1 Purchase Requirement. Provider agrees to sell and Host agrees to purchase and pay for one hundred percent (100%) of the Energy generated by the System and delivered to the Delivery Point during the Term of this Agreement following the Commercial Operation Date, but in no event prior to the Commercial Operation Date. While the Solar Services are calculated and billed on the basis of kWh of Energy as set forth in Section 6, Host acknowledges and agrees that such Solar Services represent a package of services including the production and supply of electrical energy output from the System, together with any other services associated with Energy production that Provider may provide to Host. The payment for Solar Services is calculated to include all of the above services in the price per kWh of Energy provided to the Delivery Point by the System.

5.1.2 Shutdown Requested by Host. Except as set forth in this Agreement, during the term of this Agreement, Host shall not take any action, or refrain from taking any action required by this Agreement, with the purpose or effect of preventing Provider from operating the System to generate Energy, delivering the Energy to the Delivery Point, and obtaining the Environmental Financial Incentives. Notwithstanding the foregoing, at the request of Host by reasonable prior written notice, Provider shall curtail Energy deliveries if required by the Host in the ordinary course of business in the use of the Site (a **"Maintenance Shutdown"),** including for Host's maintenance, repairs or roof replacement on or of the Site by Host, and Provider shall, if requested by Host and at Host's expense, move all or such part of the System as may be required to complete such maintenance, repairs or roof replacement. Host will be allotted the annual number of kilowatt hours of curtailed generation capacity for Maintenance Shutdowns (the **"Maintenance Shutdown Allotment")** set forth in Appendix I-- Schedule 7. Any unused Maintenance Shutdown Allotment shall roll over and accumulate for a maximum of the latest five (5) Contract Years on an ongoing basis. In the event that Host requests or causes a Maintenance Shutdown that would reduce the generation of Energy by more than the Maintenance Shutdown Allotment, and such Maintenance Shutdown is not due to a breach by Provider or a Force Majeure Event, Host shall be responsible to Provider for the amount of Solar Services revenue, plus

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the value of the Environmental Financial Incentives (in each case, calculated by Provider in a commercially reasonable manner based on adjusted historic data from the system if available for the same time of year) that are foregone as a result of a Maintenance Shutdown lasting longer than permitted by the Maintenance Shutdown Allotment. Provider and Host shall reasonably cooperate to mitigate the damages suffered as a result of any excess maintenance shutdowns, including, if feasible, by a partial rather than complete shutdown of the system and/or the continued delivery of power to the Utility in order to generate Environmental Financial Incentives. In no case shall Host be required to pay damages in excess of the greater of the Fair Market Value of the System or the applicable Termination Value, in each case as in effect at the commencement of such maintenance shutdown.

5.2 Environmental Attributes; Environmental Financial Incentives.

5.2.1 Environmental Attributes. All Environmental Attributes and associated Reporting Rights available in connection with the System and Energy therefrom are retained and owned by Provider or its assignees during the Term. Host shall take all reasonable measures to assist Provider in obtaining all Environmental Attributes currently available or subsequently made available in connection with the System and Energy therefrom. At Provider's request and expense, Host shall execute all such documents and instruments necessary or desirable to effect or evidence Provider's or its assignee's right, title and interest in and to the Environmental Attributes during the Term. If the standards used to qualify the Environmental Attributes to which Provider is entitled under this Agreement are changed or modified, Host shall, at Provider's request and expense, use reasonable efforts to cause the Environmental Attributes to comply with new standards as changed or modified. Host shall not be required to incur any costs or expenses related to such efforts unless reimbursed by the Provider. If the Host purchases the System as contemplated by this Agreement, Provider ;shall transfer all unaccrued Environmental Attributes as of the closing date to Host upon closing.

5.2.2 Environmental Financial Incentives. All Environmental Financial Incentives and associated Reporting Rights available in connection with the System and Energy therefrom during the Term are retained and owned by Provider or its assignee. Host shall take all reasonable measures to assist Provider in obtaining all Environmental Financial Incentives currently available or subsequently made available in connection with the System and Energy therefrom. At Provider's request and expense, Host shall execute all such documents and instruments necessary or desirable to effect or evidence Provider's or its assignee's right, title and interest in and to the Environmental Financial Incentives. If the standards used to qualify the Environmental Financial Incentives to which Provider is entitled under this Agreement are changed or modified, Host shall, at Provider's request and expense, use all reasonable efforts to cause the Environmental Financial Incentives to comply with new standards as changed or modified. Host shall not be required to incur any costs or expenses related to such efforts unless reimbursed by the Provider. If the Host purchases the System as contemplated by this Agreement, Provider shall transfer all unaccrued Environmental Financial Incentives as of the closing date to Host upon closing.

5.2.3 Press Statements. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Host and Provider may by mutual written agreement set forth specific statements that may be used by Host in any press releases that address Host's use of solar or renewable energy provided pursuant to this Agreement.

5.2.4 Host Covenants. Host shall not knowingly take any action or suffer any omission that would have the effect of materially impairing the value to the Provider of the Environmental Attributes and Environmental Financial Incentives. Host shall be responsible for notifying Provider of any action or omission that could impair such value and for consulting with Provider as necessary to prevent impairment of the value of Environmental Attributes and Environmental Financial Incentives.

5.2.5 6. Price and Payment.

6.1 Price. Host shall pay Provider for the Solar Services provided pursuant to the terms of this Agreement at the rate of $0.0385 per kWh, escalated at zero percent (0.00%) each Contract Year (the "kWh Rates") as set forth in Schedule C of Appendix I, plus any additional amount required pursuant to Section 6.2. Notwithstanding the foregoing, in the event that Host elects at its sole discretion to renew this Agreement pursuant Section 10.2.1, Host shall pay the [Renewal Rate] for Solar Services provided during such renewal period unless otherwise agreed in writing by the parties.

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6.2 Taxes.

6.2.1 Taxes. Except as set forth below, Provider shall be responsible for and pay all sales, use, excise, ad valorem, transfer, property and other similar taxes due to its ownership of the System and shall hold harmless the Host. If Host is assessed any Taxes related to the existence of the System on the Property, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting such assessment; provided, however, that Host may pay such Taxes to avoid any penalties on such assessments subject to reimbursement by Provider. Neither Party shall be obligated for any Taxes payable by or assessed against the other Party based on or related to such Party's overall income or revenues. Provider's failure to timely pay taxes shall be an event of default. Host is a tax exempt entity, and the sale of Energy to the Host is not currently subject to sales and use tax. In the event that any Governmental Authority shall impose any sales, use, excise, ad valorem, transfer or other similar taxes on the sale of Energy produced by the System and delivered to the Host, Provider shall invoice Host for, and Host shall pay such taxes.

6.2.2 Other Provider Taxes. Provider will pay and hold harmless Host from any sales or use tax imposed upon Host arising from this Agreement including but not limited to Provider's manufacture, installation and acquisition of the System.

6.3 Billing and Payment. Billing and payment for the Solar Services sold and purchased under this Agreement and any other amounts due and payable hereunder shall be as follows:

6.3.1 Payments. Subject to adjustment in accordance with the following sentences of this Section 6.3.1, Host shall pay to Provider for each Monthly Period during the Term within thirty (30) days after receipt of any invoice a payment for the Energy delivered by the System during each such Monthly Period equal to the product of: (a) Monthly Production for the System for the relevant month multiplied by (b) the kWh Rate for Energy relating to the System set forth in Appendix I Schedule C, which payment shall be made by ACH or wire transfer of immediately available funds to the account to be specified on the applicable invoice:

All payments hereunder shall be made without setoff or deduction. Upon receipt of written direction and instructions from Provider and Provider's Lender, all payments to be made by the Host to the Provider under this Agreement shall be made directly to the Provider's Lender or its agent designated in a writing addressed to Host and executed by Provider from time to time. Upon such request, Provider will hold harmless and indemnify Host in any dispute between Provider and Provider's Lender.

6.3.2 Invoice Errors. Within thirty (30) days after receipt of any invoice, Host may provide written notice to Provider of any alleged error therein. Host shall pay all undisputed amounts, including the undisputed portion of any invoice, in accordance with the instructions set forth for payment under Section 6.3.1. If Provider notifies Host in writing within thirty (30) days of receipt of such notice that Provider disagrees with the allegation of error in the invoice, the Parties shall meet, by telephone conference call or otherwise, within ten (10) days of Host's response for the purpose of attempting to resolve the dispute. The parties shall assign senior management or the Host's equivalent to resolve the dispute and participate in discussion or conference calls regarding the same. If the parties are unable to resolve the dispute within thirty (30) days after such initial meeting than either party may seek to resolve such dispute in the courts of the State of Connecticut.

6.3.3 [Intentionally Omitted].

6.3.4 Late Payments. Any payment not made within the time limits specified in Section 6.3.1 shall bear interest accruing from the date becoming past due until paid in full at a rate of two percent per annum.

6.4 Reimbursements and Consultant Fee. The Provider will reimburse Host $2,500 for consulting fees incurred by Host in connection with the award of this Agreement to Provider. Additionally, Provider will pay the Consultant a fee of 0.05 / watt DC, payable as follows: (i) one third upon mutual execution of this Agreement, (ii) one-third upon commencement of installation of the System and, (iii) one-third upon the Commercial Operation Date.

7. General Covenants.

7.1 Covenants of Provider. As a material inducement to Host's execution and delivery of this Agreement, Provider covenants and agrees to the following:

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7.1.1 Permits and Approvals. Provider shall be responsible to obtain and maintain all approvals, consents, licenses, permits, and inspections from relevant Governmental Authorities, utility personnel, and the Site's owners, including but not limited to those permits and approvals listed in Schedule E of Appendix I, and other agreements and consents required to be obtained and maintained by Provider and to enable Provider to perform the duties set forth in this Agreement, with the exception of the approval of the New Canaan Town Council for the performance by the Host of its obligations hereunder. Provider shall deliver copies of all permits and approvals obtained pursuant to this Section to Host.

7.1.2 Title to System and Solar Services. Provider shall have good and marketable title to the System as well as all Solar Services, including Energy, sold to Host under this agreement free and clear of any and all liens, charges and encumbrances, other than those permissible and involved with the financing of the System by Provider.

7.1.3 System Operation and Maintenance. Accordingly, Provider shall provide the O&M Services at its expense in accordance with Prudent Industry Practices, manufacturer's requirements and warranty guidelines, requirements of the Utility and Applicable Law.

7.1.4. Organization and Good Standing Power and Authority. Provider is a limited liability company organized, validly existing and in good standing under the laws of Delaware. Provider has all requisite power and authority to execute, deliver and perform the obligations of this Agreement subject to receiving any permits or approval necessary from Governmental Authorities.

7.1.5 Provider Records. Provider shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Host shall have the right to examine all such records insofar as may reasonably be necessary for enforcement of its rights hereunder.

7.1.6 Liens. Provider or its contractors or subcontractors shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature **("Liens")** on or with respect to the Site and/or System Site (but not including the System). Provider also shall pay promptly before a fine or penalty may attach to any System Site any Taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by Provider or its agents, contractors and subcontractors on the Site and/or System Site. In the event that a claim is made or a Lien is imposed on the Site and/or System Site by any contractor, subcontractor or third party arising out of work in connection with a System, Provider shall have the obligation immediately to notify Host in writing, and (i) defend and indemnify Host against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such claim or Lien, and (ii) (A) either to make such payment as necessary to discharge the claim or Lien within thirty (30) days or (B) at Provider's sole cost, challenge the validity of the claim or Lien and post a bond reasonably acceptable to Host in an amount equal to at least 125% of the amount of such claim or Lien.

7.1.7 Contractors and Subcontractors. If Provider uses contractors or subcontractors, Provider shall use experienced, licensed and reputable contractors and subcontractors. Provider shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

7.1.8 Health and Safety. Provider shall, at its sole cost and expense, take all necessary and reasonable safety precautions with respect to providing the Installation Work, Services, and operation of the System that shall comply with all Applicable Laws, local government or reasonable best practices as provided by Host from time to time and Prudent Industry Practices pertaining to the health and safety of persons and real and personal property. Provider shall immediately report to Host any death, injury or lost time injury that occurs on the Site, or property damage to Host's property.

7.1.9. Production Guarantee. If the annual Energy delivered to the Delivery Point from the System in any calendar year is less than or equal to 316,685 kWh in the first year, degrading at 0.5% per year thereafter (the **"Guaranteed Production",** which shall be permanently adjusted to reflect any changes to the "as built" size of the System, but shall not be less than 90% of the projected first year production for that System size, and may be adjusted for each calendar year following the end of such year in a manner consistent with standard industry practice using actual weather data for such year that is collected at the Site or obtained from publicly available data at government or educational weather stations located in Connecticut within 50 miles of the Site), Provider must pay Host for the actual positive difference of the cost of procuring the shortfall in production below the Guaranteed Production for such year. Provider

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will deliver an annual production report before April 1 of each year, that compares actual production to the Guaranteed Production (as adjusted), as well as the basis for any calculations or adjustments and the source of any data used to perform any weather-related adjustment. In the event of any shortfall reflected on the annual production report, Host will send Provider an invoice for any amount due, which shall include reasonable documentation (including utility or retail electric supplier bills) related to the amount of any excess energy purchased for the Site and the price paid therefore. If Provider fails to make the payment required under this section, it shall be an event of Provider default.

7.2 Covenants of Host. As a material inducement to Provider's execution of this Agreement, Host covenants and agrees as follows:

7.2.1 Consents and Approvals. Host shall obtain approval of the New Canaan Town Council for the performance by the Host of its obligations hereunder. Host shall use good faith efforts to assist Provider in fulfilling Provider's responsibilities under Section 7.1.1. Nothing in this subsection alters Provider's obligation to fulfill its responsibilities under Section 7.1.1.

7.2.2 Maintenance of Interconnection. Host shall ensure that the System and all of the facilities to which Energy is delivered hereunder remain interconnected to the electrical grid during the entire Term.

7.2.3 Host Records. Host shall keep records in accordance with its normal business practices and as required by law.

7.2.4. Status of System. Host acknowledges and agrees that the System is and shall be considered the personal property of Provider and shall not be considered a fixture to the Site.

8. Insurance Requirements.

8.1 Provider's Insurance. Provider shall maintain, at its sole expense, commercial general liability insurance, including products and completed operations and personal injury insurance, as well as Automobile Insurance in a minimum amount of one million dollars ($1,000,000) per occurrence and two 2) million dollars in the aggregate, endorsed to provide contractual liability in said amount, specifically covering Provider's obligations under this Agreement and naming Host as an additional insured. The minimum coverage amounts of one million dollars ($1,000,000) per occurrence and two (2) million dollars in the aggregate may be satisfied by a combination of a commercial general liability policy and an excess/umbrella liability policy. Provider and contractors and subcontractors, if it has employees, shall also maintain at all times during the term of this Agreement workers' compensation insurance 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. Within thirty (30) days after execution of this Agreement and upon Host's request annually thereafter, Provider shall deliver to Host certificates of insurance evidencing such coverage, which shall specify that Host shall be given at least thirty (30) days' prior written notice by the applicable insurer in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Host, and shall include provisions regarding waiver of subrogation. Provider shall be responsible to ensure that all contractors and subcontractors carry the same amounts of coverage listing Host as an additional insured and prior to the start of work provide certificates of insurance from each such contractor or subcontractor. All insurance coverage shall be maintained with companies rated A- or better by Best Insurance Guide. The provision of this Agreement 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.

Provider shall also be responsible to obtain or cause its contractors or subcontractors to obtain and maintain builder's risk insurance during the construction and installation of the System in commercially reasonable amounts, not to exceed $600,000.

8.2 Property Insurance. Provider shall cause to be provided and maintained, at its sole cost, "all-risk" property insurance covering the System during all periods that Provider is the beneficial owner of such System. Such insurance shall be primary coverage without right of contribution from any insurance of Host.

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9. Force Majeure Events. If either Party is prevented from or delayed in performing any of its obligations under this Agreement by reason of a Force Majeure Event, such Party shall notify the other Party in writing as soon as practicable after the onset of such Force Majeure Event and shall be temporarily excused from the performance of its obligations under this Agreement to the extent that such Force Majeure Event has interfered with such performance. The Party whose performance under this Agreement is prevented or delayed as the result of a Force Majeure Event shall use reasonable efforts to remedy its inability to perform. If a Party's failure to perform its obligations under this Agreement is due to a Force Majeure Event, then such failure shall not be deemed a Provider Default or a Host Default, as the case may be. Notwithstanding anything in this Section 9 to the contrary, no payment obligation of Host under this Agreement for amounts due and owning for Solar Services already provided may be excused or delayed as the result of a Force Majeure Event. In case a Force Majeure Event continues for at least twelve (12) months, then either Party may terminate this Agreement by written notice to the other. Host shall not be subject to any costs or Termination Fee for Termination under this Section.

10. Term; Host Options; Termination.

10.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire on the date (the **"Expiration Date")** that is twenty (20) years after the Commercial Operation Date (the **"Term"),** unless and until terminated earlier pursuant to Sections 3.2, 3.3, 9, 10.2.2, 10.3, 10.4 or 12 (the date of any such termination, the **"Termination Date").** Provider shall remove the System at the end of the Term and restore the area to its original condition except for reasonable wear and tear. These obligations shall survive the termination of the Agreement.

10.2 Host Options Upon Ex pirati on of Term.

10.2.1 Extension of Term. Upon prior written notice to Provider and Lender at least one-hundred eighty (180) days prior to the Expiration Date, Host shall have the option to renew the term of this Agreement for one (1) additional five (5) year period at the Renewal Rate unless otherwise mutually agreed to by the parties in writing.

10.2.2 Option to Purchase. After the expiry of the sixth (6th), Tenth (10th) and Fifteen (15th) Contract Years, the Host, upon at least ninety (90) days written notice to the Provider and Lender of Host's intent to exercise its purchase option, may purchase the System and Environmental Attributes (to the extent generated or accrued after the closing of such purchase) from the Provider for a purchase price equal to the Fair Market Value of the System or the applicable Termination Value in Schedule D, whichever is greater (the **"Purchase Price").** The "Fair Market Value" shall be determined by an appraisal conducted by a mutually acceptable independent appraiser with expertise related to the System. The cost of the appraiser shall be borne by the parties equally. Once the Provider has given Host written notice of the Purchase Price, the Host shall have ten (10) days to confirm its intent to purchase the System in writing to the Provider and the parties shall arrange a mutually agreeable schedule to prepare and execute the necessary document to transfer the System and Environmental Attributes, including but not limited to the ZREC Tariff Agreement, and all relevant equipment guarantees and warrantees to Host free and clear of any liens, claims, security interests or other encumbrances. This Agreement shall terminate effective upon the Host's payment to Provider of the Purchase Price and the transfer of the System to Host. If the Host declines to confirm its intent to exercise its option after learning the Purchase Price, the Agreement shall remain in effect and the terms of this Section shall remain applicable to the next date for which the option is allowed.

10.3 Provider Termination. Provider shall have the right, in Provider's sole and absolute discretion, to terminate this Agreement upon written notice:

10.3.1 of the occurrence of an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy to federal or state regulation of prices and/or service provided the Provider sends written notice within 30 days of the issuance or occurrence of such order;

10.3.2 if the elimination or alteration of one or more Environmental Financial Incentives or other change in law results in a material adverse economic impact on Provider, provided the Provider sends written notice of its intent to terminate within 30 days of the effective date of such elimination, alteration or change in law and includes a detailed written explanation identifying the change and the resulting adverse economic impact and supporting data and calculations. A Provider termination under this Section 10.3.2 shall not be deemed a default by Host hereunder so long as Provider removes the System as required and otherwise complies with obligations that

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survive termination of the Agreement. Upon the receipt of Provider's notice of its intent to terminate under this Section 10.3.2 Host shall have the option to purchase the System and Environmental Attributes from the Provider for a purchase price equal to the Fair Market Value of the System (provided that the appraiser determining Fair Market Value shall consider and select the higher value of both (i) the value of the System in situ, taking into account the new condition that is the basis for Provider's termination, and (ii) the value of the System removed from the System Site, less the costs of removal). If Host does not exercise its Option within 30 days, the Agreement shall be terminated except for obligations which survive termination.

10.4 Host Termination.

Host shall have the right, in Host's sole and absolute discretion, to terminate this Agreement upon written notice to Provider and Lender of the occurrence of an unstayed order of a court or administrative agency having the effect of requiring the Host to remove or substantially remove the System from the Site for any reason. Host shall have the right, in Host's sole and absolute discretion, to terminate this Agreement upon written notice to Provider and Lender if Provider fails to achieve COD by the date that is one (1) months following the Required COD.

11. Defaults.

11.1 Host Default. The occurrence at any time of any of the following events shall constitute a "Host Default":

11.1.1 Failure to Pay. The failure of Host to make any payment of undisputed amounts owing to Provider and such failure is not cured by Host within thirty (30) days after Host receives written notice of each such failure from Provider;

11.1.2 Failure to Perform Other Obligations. Unless due to a Force Majeure Event excused by Section 9, the failure of Host to perform or cause to be performed any other material obligation required to be performed by Host under this Agreement, or the failure of any material representation and warranty set forth herein to be true and correct in all material respects as and when made; provided, however, that if such failure by its nature can be cured, then Host shall have a period of thirty (30) business days after receipt of written notice from Provider of such failure to Host to cure the same and a Host Default shall not be deemed to exist during such period; provided, further, that if Host commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, at Provider's sole discretion, said period may be extended for up to one hundred and twenty (120) additional days; or

11.1.3 Bankruptcy, Etc. (a) Host admits in writing its inability to pay its debts generally as they become due; (b) Host files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (c) Host makes an assignment for the benefit of creditors; (d) Host consents to the appointment of a receiver of the whole or any substantial part of its assets; (a) Host has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Host's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Host's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.

11.1.4 Site Access. Host fails to grant Provider with continuous and reasonable access subject to reasonable security, health and safety and other facility related operations to the Site throughout the Term of this Agreement so that Provider can perform its responsibilities in accordance with the terms and conditions set forth herein.

11.1.5 Interconnection. Host fails to ensure that all of the facilities to which Energy is delivered hereunder remain interconnected to the electrical grid at all times during the Term in accordance with Section 7.2.2.

11.2 Provider Default. The occurrence at any time of the following event shall constitute a "Provider Default":

11.2.1 Failure to Perform Obligations. Unless due to a Force Majeure Event excused by Section 9, the failure of Provider to perform or cause to be performed any material obligation required to be performed by Provider under this Agreement or the failure of any representation and warranty set forth herein to be true and correct in all material respects as and when made; provided,

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however, that if such failure by its nature can be cured, then Provider shall have a period of thirty (30) business days after receipt of written notice from Host of such failure to Provider to cure the same and a Provider Default shall not be deemed to exist during such period; provided, further, that if Provider commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one-hundred twenty (120) additional days; or

11.2.2 Bankruptcy, Etc. (a) Provider admits in writing its inability to pay its debts generally as they become due; (b) Provider files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (c) Provider makes an assignment for the benefit of creditors; (d) Provider consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Provider has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Provider's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.

11.2.3 Failure to Meet Critical Milestones. The Provider's failure to meet any of the Critical Milestones by the dates set forth in Section 3.1.1 above.

12. Remedies Following Default.

12.1 Remedies Upon Occurrence of a Default.

12.1.1 Termination. In addition to any other remedies available under this Agreement or at law, if a Provider Default as described in Section 11.2 above has occurred and is continuing, and if Provider fails to correct or cure the conditions causing such Provider Default within the cure periods provided in such section, after the date on which Host gives Provider and Lender written notice of Host's intent to terminate this Agreement as a result of such Provider Default, then, subject to Section 14.17 and any other Lender rights agreed to in writing by Host, this Agreement shall terminate and be of no further force or effect thirty (30) days from the date of such notice if Provider has not cured such Provider Default by the end of such period. Host shall also have the right to purchase the Solar System for Fair Market Value or the applicable Termination Value in Schedule D, whichever is greater. The Host must send the Provider and Lender notice of its intent to exercise its right to purchase within ten (10) days after the termination date. If the Host does not exercise its right to purchase, the Provider must remove the Solar System from the Site within sixty (60) days and restore the Site to its condition prior to installation excluding normal wear and tear.

12.2 Provider's Remedies Upon Host Default. In addition to any other remedies available under this Agreement or at law, if a Host Default as described in Section 11.1 has occurred and is continuing, and if Host fails to correct or cure the conditions causing such Host Default within thirty (30) days after the date on which Provider gives Host written notice of Provider's intent to terminate this Agreement as a result of such Host Default, then this Agreement shall terminate and be of no further force or effect as of the last day of such thirty (30) day period; and Provider shall have the right to cause Host to pay (and Host shall have the obligation to pay to Provider) the applicable Termination Value in Schedule D of Appendix I provided Provider must remove the Solar System from the Site within sixty (60) days and restore the Site to its condition prior to installation excluding normal wear and tear.

12.3 Effect of Termination of Agreement. Upon the Termination Date or the Expiration Date, as applicable, any amounts then owing by a Party to the other Party shall become immediately due and payable and the then future obligations of Host and Provider under this Agreement shall be terminated. Such termination shall not relieve either Party from obligations accrued prior to the effective date of termination or expiration.

13. No Consequential Damages. The parties agree that neither party is entitled to or can recover consequential damages from the other parties under this Agreement.

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14. Miscellaneous Provisions.

14.1 Notices. All notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person or (b) mailed, postage prepaid, either by priority or certified mail, return receipt requested (c) sent by reputable express courier, addressed in each case to the addresses set forth below, or to any other address either of the parties to this Agreement shall designate in a written notice to the other Party:

If to Provider:
Phytoplankton Ponus Ridge Solar LLC
Attn: Plankton Energy LLC
Attn: Dan Giuffrida
PO Box 250864
New York, NY 10025

With copy to Provider's lenders or other parties only as designated in writing by Provider from time to time.

If to Host:
New Canaan Public Schools
Attn: Dr. Jo-Ann Keating
39 Locust Avenue
New Canaan, CT 06840

All notices, communications and waivers to Host's lenders or other financiers under this Agreement shall be to the name and address specified in a notice from Host to Provider. All notices sent pursuant to the terms of this Section 14.1 shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by reputable overnight, express courier, then on the next business day immediately following the day sent, (iii) if sent by priority or certified mail, then then on the earlier of the third (3rd) Business Day following the day sent or when actually received.

14.2 Representations and Warranties.

14.2.1 Provider Representations. Provider hereby represents and warrants that:

(a) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary limited liability company action;

(c) This Agreement is a legal, valid and binding obligation of Provider enforceable against Provider in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) To the best knowledge of Provider, as of the date of execution hereof, no governmental approval (other than any governmental approvals that have been previously obtained or disclosed in writing to Host) is required in connection with the due authorization, execution and delivery of this Agreement by Provider or the performance by Provider of its obligations hereunder which Provider has reason to believe that it will be unable to obtain in due course on or before the date required for Provider to perform such obligations;

(e) Neither the execution and delivery of this Agreement by Provider nor compliance by Provider with any of the terms and provisions hereof (i) conflicts with, breaches or contravenes the provisions of the articles of formation or operating

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agreement of Provider or any contractual obligation of Provider or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Provider; and

14.2.2 Host Representations. Host hereby represents and warrants that:

(a) It is a public entity, duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized;

(c) To the extent allowed by law, this Agreement is a legal, valid and binding obligation of Host enforceable against Host in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) Neither the execution and delivery of this Agreement by Host nor compliance by Host with any of the terms and provisions of this Agreement (i) conflicts with, breaches or contravenes the provisions of the Charter and By-Laws of Host, or any contractual obligation of Host, or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of Host.

14.3 Assignment. Neither Host nor Provider shall assign its interests in this Agreement, nor any part thereof, without the other party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Host consent shall not be required for Provider to assign this Agreement (a) to an affiliate, or (b) for collateral purposes to one or more Lenders in connection with financing of the System, provided that Provider shall provide Host with written notice of such assignment prior thereto and that such assignment does not relieve Provider of any responsibly or obligations under this Agreement.

14.4 Appropriations.

(a) The Host represents that it has validly appropriated sufficient funds to meet all payments and performance likely or required to be made or tendered during Host's first fiscal year during the Term. Host reasonably believes that funds can be obtained sufficient to make all payments set forth in the Agreement and any other amounts owed during the term of the Agreement. However, the payment of any payments due under this Agreement for any year beyond the first year provided for herein is contingent upon annual appropriation of funds in accordance with applicable law.

(b) During the Term of this Agreement, Host agrees in good faith to include the amounts to become due under this Agreement in Host's budget request for each fiscal year for funding Host's energy costs. Host agrees that, to the extent permitted by law, it will make payments due under this Agreement if any funds are appropriated to or by it for the purchase of electricity (whether from the Utility or otherwise) or for the acquisition or use of equipment or services performing functions similar to the equipment provided by Provider during the applicable fiscal year. Host agrees that the Energy provided under the Agreement is fungible with, and performs a similar function to all other electric energy provided to Host.

(c) In any fiscal year, Host's failure to appropriate for the purchase of electricity from any source for a future fiscal year will be a non-appropriation event (a ***"Non-Appropriation Event")***. Following and during the continuation of a Non Appropriation Event, Provider may terminate this Agreement in its sole discretion, without further obligation by either Party. If Provider chooses not to terminate this Agreement for a Non-Appropriation Event, the Access Rights to the Solar Site granted Provider (and Provider's right to continue to operate, maintain and access the System) shall continue for the term of this Agreement and Provider will have no obligation to provide Energy or Solar Services to Host but may not sell Energy generated by the System to any third-party.

(d) Host will in good faith continue to include the amounts to become due in each subsequent fiscal year of the Term in Host's budget request for funding of Host's energy costs for each fiscal year, and if an appropriation for funds is made for a future

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fiscal year, the Provider's respective obligations under this Agreement will be reinstated. If Host makes fifteen (15) successive annual requests to appropriate funds for electricity purchases that are denied, Host will no longer be obligated to make further annual appropriation requests under this Agreement and the Provider may terminate this Agreement without further obligation of either Party.

14.5 Successors and Assigns. The rights, powers and remedies of each Party shall inure to the benefit of such party and its successors and permitted assigns.

14.6 Entire Agreement. This Agreement (including all appendices and schedules attached hereto) represents the entire agreement between the parties to this Agreement with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous oral and prior written agreements.

14.7 Amendments to Agreement. This Agreement shall not be amended, modified or supplemented without the written agreement of Provider and Host at the time of such amendment, modification or supplement.

14.8 Waivers; Approvals. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions or upon the occurrence of any Provider Default or Host Default, as applicable, shall not constitute a waiver of any rights of such Party, and, subject to the notice requirements of this Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Provider Default or Host Default. Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approvals required under this Agreement must be in writing, signed by the Party whose approval is being sought.

14.9 Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of Applicable Law, Provider and Host shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement (and in the event that Provider and Host cannot agree then such provisions shall be severed from this Agreement) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

14.10 Execution in Counterparts. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement. This Agreement may be executed and delivered by electronic means.

14.11 Governing Law; Jurisdiction; Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut. Parties irrevocably agree that any action, suit or proceeding by or among Provider and Host may be brought in whichever of the Courts of the State of Connecticut, Fairfield County, or the U.S. District Court for the District of Connecticut, has subject matter jurisdiction over the dispute and waive objections that Parties may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens. Nothing in this Agreement shall affect the right to service of process in any other manner permitted by law. Host and Provider further agree that final judgment against it in any action or proceeding shall be conclusive, unless appealed, and may be enforced by suit on the judgment, a certified or exemplified copy of which shall be. conclusive evidence of the fact and the amount of such judgment.

14.13 No Third Party Rights. This Agreement is only for the benefit of the parties to this Agreement, their successors and permitted assigns (including any lender or lessor of Provider) and Persons expressly benefited by the indemnity provisions of this Agreement. No other Person (including, without limitation, tenants of the Site) shall be entitled to rely on any matter set forth in, or shall have any rights on account of the performance or non-performance by any Party of its obligations under, this Agreement.

14.14 Treatment of Additional Amounts. The Parties hereto acknowledge and agree that any amounts payable by one Party to the other as a result of the payor's default shall constitute liquidated damages and not penalties. The Parties further acknowledge that in each case (a) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (b) the amounts specified hereunder bear a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by Host or Provider as the case may be and (c) the Parties are sophisticated business parties and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement at arm's length.

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14.15 No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

14.16 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Provider to dedicate its property to public use or subject itself to regulation as a "public utility" under Connecticut law.

14.17 No Recourse to Affiliates. This Agreement 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, affiliated company, 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 except that Provider agrees that Provider's parent, Plankton Energy LLC shall guarantee Provider's obligations under this Agreement pursuant to a guaranty in the form attached hereto as Appendix II to be executed before or on the Effective Date.

14.18 Lender Accommodations. Host acknowledges that Provider may be financing the System with debt or equity financing and may enter into a sale-leaseback of the System or a partnership flip from, to or with one or more Lenders and that Provider's obligations may be secured by, among other collateral, one or more pledges or collateral assignments of this Agreement and a first security interest in the System. In order to facilitate such necessary financing, with respect to any Lender, Host agrees as follows:

(a) Consent to Collateral Assignment. Host consents to both the sale of the System to Lender and the collateral assignment by Provider to Lender, of Provider's right, title and interest in and to this Agreement.

(b) Rights Upon Event of Default. Lender, as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any obligation required of Provider hereunder or to cure any default of Provider hereunder in the time and manner provided by the terms of this Agreement subject to the additional Lender cure period set forth below. Upon the exercise of remedies under its security interests or enforcement rights in the System, Lender shall (i) cause the purchaser or transferee of the System to assume the Provider's rights and obligations under this Agreement and (ii) give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

(c) Right to Cure. Host will not exercise any right to terminate this Agreement unless it shall have given Lender prior written notice at the address provided by Provider of its intent to terminate this Agreement based on a Provider Default specifying the condition giving rise to such right, and Lender shall not have cured the Provider Default giving rise to the right of termination within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider Default reasonably cannot be cured by Lender within such period and Lender commences and diligently pursues cure of such Provider Default within such period, such period for cure will be extended beyond those afforded to Provider hereunder for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. Sending of Notice with proof of mailing to such address shall be adequate to satisfy Host's notice obligation. The Parties' respective obligations will otherwise remain in effect during any cure period.

(d) Change in Lender. Host acknowledges and agrees that Provider may change Lender at any time, in Provider's sole discretion, and Host shall abide by such new contact information and payment directions as instructed by Provider. Provider shall hold harmless and indemnify Host for any dispute between Provider and/or Lenders and /or Host regarding the instruction provided to Host by Provider.

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(e) Security Interest. In the event that Provider grants a security interest in the System to Lender, Host consents to any required filing to perfect such a security interest so long as that filing clearly documents the parties' intent that the System is considered personal property only and is not considered a fixture to the Site. Such filing shall not create any interest in or lien upon the real property or the interest of Host therein and shall expressly disclaim the creation or such an interest or lien, provided that Provider shall be permitted to make a prophylactic fixture filing with regard to the System.

(f) Third Party Beneficiary. Host agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 14.17.

(g) Acknowledgement and Confirmation. To facilitate Provider obtaining financing of the System, Host shall provide such consents to collateral assignment, certifications, representations, information, opinions or other documents as may be reasonably requested by Provider or its Lenders in connection with the financing of the System, provided, however, that Host shall have no obligation to provide any such consent, certification, representation, information or other document, or enter into any agreement, that materially changes any rights or benefits, or materially increases any burdens, liabilities or obligations of Host, under this Agreement (except as otherwise contemplated herein).

14.19 Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986.

15. Confidential Information. Each Party (the **"Receiving Party")** shall use reasonable efforts to not divulge, disclose, produce, publish, or permit unnecessary access to this Agreement except as required by law. The Parties acknowledge that Host is subject to freedom of information and open meetings requirements and that the Agreement may be discussed in open meetings and produced in response to appropriate requests.

16. Estoppel. Either Party hereto, without charge, at any time and from time to time, within twenty (20) business days after receipt of a written request by the other party hereto for purposes related to financing or financial accounting, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person, firm or corporation specified by such requesting party:

a) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

b) Whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

c) Such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date set forth above.

PROVIDER:

Phytoplankton Ponus Ridge Solar LLC

By /s/ Daniel Giuffrida
Name: Daniel Giuffrida

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Title: Managing Member
Date: 12/2/2020

HOST:

New Canaan Public Schools

By: /s/ Bryan Luizzi
Name: Bryan Luizzi
Title: Superintendent of schools
Date: 12/3/2020

Host:

Town of New Canaan

By: /s/ Kevin Moynihan
Name: Kevin Moynihan
Title: First Selectman Town of New Canaan
Date: 12/3/2020

Appendix I – Schedule A

DESCRIPTION OF SYSTEM SITE

The site consists of a 303 kW DC ZREC sized solar energy facility to be located on the roof of West Elementary School, 769 Ponus Ridge Road, New Canaan, CT 06840 together with electrical conduit, conductors and appurtenant fixtures on, inside or appurtenant to such structure, as necessary for the installation of fixtures to connect the System to the public utility grid, all as set forth on the engineering drawings, renderings, construction permits, site plans, plat maps and other relevant documentation for such Solar System (collectively, the "Site Plans"), which Site Plans[1] have received, or will receive, all necessary planning and zoning approvals and building and other permits required by the Town of New Canaan, including approvals and permits issued by the Department of Public Works, the Building Department, and any other department authorized to issue such approvals and permits.

1 Host will be given advanced opportunity to review and approve all plans, schematics, materials and equipment, locations, etc. - of panels, inverters, service connections and emergency disconnect, in connection with any equipment to be installed.

Appendix I – Schedule B

DESCRIPTION OF SYSTEM

Provider reserves the right to install substitute equipment as specified below based on the state of the market and technology conditions immediately prior to procurement.

Technical Specifications

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- Rated Photovoltaic Array Capacity (STC):Approximately 303 kW DC
- Photovoltaic Panel Manufacturer: Hanwha QCells or equivalent provided all such panels will be rated at a minimum of 390 W and be Bloomberg Tier I rated as per RFP
- Inverter Manufacturer: SolarEdge Technologies or equivalent acceptable to Host

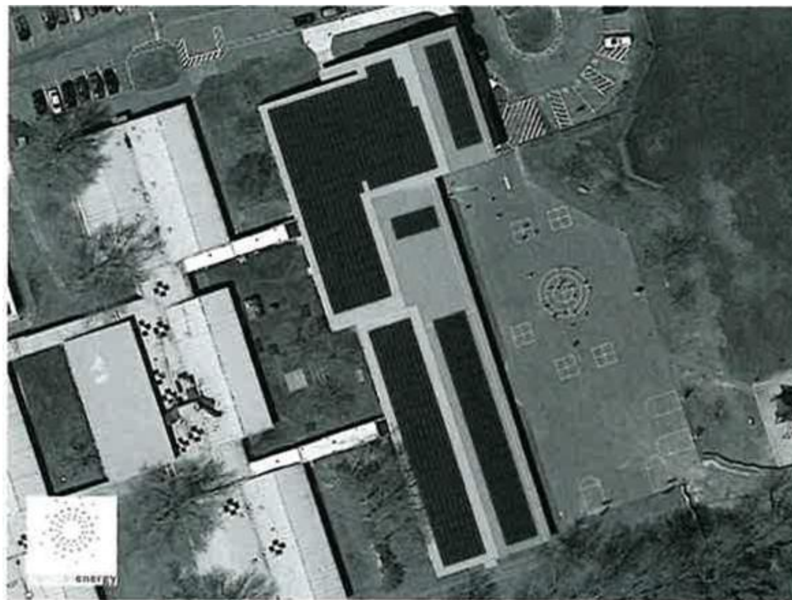
Project Specs

The PV modules being installed are reliable, durable and highly efficient PV modules with a 10-year product guarantee. The panels also carry a 25-year manufacturer output warranty that they will provide at least 80% of their PTC rating. This project aligns approximately **758** modules on the rooftop of West Elementary School (769 Ponus Ridge Road, New Canaan, CT 06840). Solar installation will be mechanically mounted via clips to the standing seam roof.

DC power from the solar modules will be routed in electrical conduit to the inverters. AC power from the inverters will be routed to the main electrical service entrance to be installed on the parcel owned by the Provider. A revenue grade kWh meter will be installed in order to determine the net energy production for the system. All electricity carrying both AC and DC power will be installed according to the National Electric Code, as well as any State or Local code that may be applicable. All components of the system are UL listed.

Upon completion, Provider will provide as-built drawings (in the form of PDF documents) to the Host

Preliminary Design



Appendix I – Schedule C

PRICING

The following pricing is based on the Standard System Design Package.

Year	Rate
1	$ 0.0385
2	$ 0.0385
3	$ 0.0385

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4	$	0.0385
5	$	0.0385
6	$	0.0385
7	$	0.0385
8	$	0.0385
9	$	0.0385
10	$	0.0385
11	$	0.0385
12	$	0.0385
13	$	0.0385
14	$	0.0385
15	$	0.0385
16	$	0.0385
17	$	0.0385
18	$	0.0385
19	$	0.0385
20	$	0.0385

Appendix I – Schedule D

TERMINATION VALUES

West Elementary School

Project Year		Termination Value
Year 1	$	875,000
Year 2	$	752,500
Year 3	$	647,150
Year 4	$	556,549
Year 5	$	478,632
Year 6	$	406,837
Year 7	$	345,812
Year 8	$	293,940
Year 9	$	264,546
Year 10	$	238,091
Year 11	$	214,282
Year 12	$	192,854
Year 13	$	173,569
Year 14	$	156,212
Year 15	$	140,591
Year 16	$	126,532
Year 17	$	113,878
Year 18	$	102,491
Year 19	$	92,241
Year 20	$	83,017

Appendix I – Schedule E

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PERMITS AND APPROVALS

1. Interconnection Application

2. Building Permit

3. Electrical Permit

4. Electric Utility Contingent Approval

5. Interconnection Agreement

6. Municipal Certificate of Completion

7. Electric Utility Witness Test/ Advance Notice to be provided to Host

8. Electric Utility Approval to Operate

Appendix I – Schedule F

Maintenance Shutdown Allotment

West Elementary School

Project Year	kWh	kWh/day
Year 1	3,856	964
Year 2	3,837	959
Year 3	3,818	954
Year 4	3,799	950
Year 5	3,780	945
Year 6	3,761	940
Year 7	3,742	935
Year 8	3,723	931
Year 9	3,705	926
Year 10	3,686	922
Year 11	3,668	917
Year 12	3,649	912
Year 13	3,631	908
Year 14	3,613	903
Year 15	3,595	899
Year 16	3,577	894
Year 17	3,559	890
Year 18	3,541	885
Year 19	3,523	880
Year 20	3,506	876

APPENDIX II

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PARENT GUARANTY

This Guaranty, dated as of December 2, 2020 (this "Guaranty"), made by Plankton Energy LLC (the "Guarantor"), in favor of the New Canaan Public Schools and its successors and assigns (the "Beneficiary"):

WHEREAS, Beneficiary and Phytoplankton Ponus Ridge Solar LLC ("**Provider**") are parties to that certain Solar Power Purchase Agreement, dated as of the date hereof between Beneficiary and Provider (the "Agreement"), with terms used and not defined herein to have the same meanings as assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, receipt of which is acknowledged, the Guarantor hereby agrees as follows:

Section 1. Guaranteed obligations. "Guaranteed Obligations" means any obligations of the Provider to develop, construct, and operate the System, prior to the commercial operation date, and thereafter through the first year anniversary of commercial operation (the "Guaranty Term"), pursuant to and in accordance with the Agreement, and any obligation to pay money pursuant to and in accordance with the Agreement, including, but not limited to, Provider's obligations to produce and deliver the Guaranteed Production of Energy pursuant to Section 7.1.9 of the Agreement during the Guaranty Term, as well as the Provider's obligations to pay any damages upon an event of default the occur prior to or during the Guaranty Term.

Section 2. Guaranty. Subject to the terms and conditions set forth herein, the Guarantor unconditionally, absolutely and irrevocably guarantees to the Beneficiary the due, punctual and full payment and performance of the Guaranteed Obligations.

Section 3. Nature of guaranty; Waiver; Subrogation.

3.01 Guaranty of Performance. The obligations of the Guarantor contained in Section 2 hereof constitute an irrevocable guaranty of performance, binding upon the Guarantor and its successors and permitted assigns. Except as set forth herein, the Guarantor shall have no right to terminate this Guaranty, or to be released, relieved or discharged from its obligations hereunder, and such obligations shall be neither affected or diminished by (i) any bankruptcy, insolvency, readjustment, composition, liquidation or similar proceeding with respect to the Provider, (ii) any furnishing or acceptance of additional security or any exchange, surrender, substitution or release of any security, (iii) any merger or consolidation of the Provider or the Guarantor into or with any other Person, or any change in the structure of the Provider or in the ownership of the Provider by the Guarantor or (iv) by any act, omission, matter or thing whatsoever that would otherwise operate at law or in equity to reduce or release the Guarantor from liability under this Guaranty. Notwithstanding any other provision of this Guaranty, but subject to the foregoing, Guarantor's undertakings and obligations hereunder with respect to the Agreement are derivative of and not in excess of Provider's obligations under the Agreement and Guarantor retains all rights, claims, defenses, and limitations of liability possessed by Provider under the terms of the Agreement arising from the parties' performance or failure to perform thereunder and shall be entitled to assert any contractual defenses that would have been available to Provider under the Agreement.

3.02 Waiver. The Guarantor unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to (i) the notice of any waiver or extension granted to the Provider, (ii) all notices which may be required by statute, rule of law or otherwise to preserve any of the rights of the Beneficiary against the Guarantor, (iii) require the Beneficiary to proceed against the Provider or any other person or pursue any collateral or remedy within the Beneficiary's power, (iv) require acceptance of this Guaranty, diligence, presentment, demand for payment, protest and all other notices, including notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations, (v) require any election of remedies, (vi) require the marshalling of assets or the resort to any other security, (vii) except as otherwise expressly provided herein, claim any other defense, contingency, circumstance or matter which might constitute a legal or equitable discharge of a surety or guarantor, or (viii) any defense based on or arising out of the voluntary or involuntary bankruptcy, insolvency, liquidation, dissolution, receivership, or other similar proceeding affecting the Provider.

3.03 Subrogation. Unless and until the obligations of the Guarantor under this Guaranty shall be discharged and released in accordance with Section 4 hereof, Guarantor hereby waives any claim, right or remedy, direct or indirect, that Guarantor now has or may hereafter have against the Provider in connection with this Guaranty or the performance by Guarantor of its obligations hereunder, in each case whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

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3.04 Demand and Payment. All claims or demands under this Guaranty should be accompanied by a statement that the Guaranteed Obligations are past due and payable. Payments by Guarantor to Beneficiary shall be made free of any taxes within thirty (30) business days of demand from Beneficiary in immediately available funds to the bank account of Beneficiary notified from time to time by the Beneficiary to the Guarantor. In this Guaranty, a "business day" shall be any day except a Saturday, Sunday or a day on which major commercial banks in New York City, New York are required by law, regulation, order or decree to be closed for business.

Section 4. Term of the Obligations of the Guarantor. The obligations of the Guarantor under this Guaranty shall be discharged and released upon the earlier of (a) the performance or payment in full of the Guaranteed Obligations, or (b) 30 days following the end of the Guaranty Term, provided, that in the event any demand is made hereunder prior to the such time shall remain obligations of the Guarantor until discharged in full.

Section 5. Miscellaneous.

5.01 Amendments and Waivers. No term, covenant, agreement or condition of this Guaranty may be terminated, amended or compliance therewith waived (either generally or in a particular instance, retroactively or prospectively) except by an instrument or instruments in writing executed by the Guarantor and the Beneficiary.

5.02 Notices. Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing or by email, and any such notice shall become effective (i) upon personal delivery thereof, including, without limitation, by overnight mail or courier service, (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (iii) in the case of notice by email, at the time such email is sent, in each case addressed to the applicable party at its address set forth below or at such other address as the Guarantor may from time to time designate by written notice to the other:

If to the Guarantor:

Plankton Energy LLC
Attn: Dan Giuffrida
PO Box 250864
New York, NY 10025
Email: dan@planktonenergy.com

If to Beneficiary:

New Canaan Public Schools
Attn: Dr. Jo-Ann Keating
39 Locust Avenue
New Canaan, CT 06840

5.03 No Waiver. No failure on the part of the Beneficiary to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Beneficiary of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by applicable law.

5.04 Successors and Assigns. This Guaranty may not be assigned without the prior written consent of the other party. Subject to the foregoing, this Guaranty shall be binding upon Guarantor and upon its successors and assigns, but no assignment hereof shall relieve Guarantor of its obligations hereunder.

5.05 Governing Law; Jurisdiction. This guaranty shall be construed in accordance with and governed by the laws of the state of Connecticut (without regard to conflicts of law rules which would apply the laws of another jurisdiction). With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Guaranty ("Proceedings"), each party irrevocably (i) submits to the non-exclusive jurisdiction of the courts of the of the State of Connecticut, Fairfield County, or the U.S. District Court for

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the District of Connecticut, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party. Guarantor and Beneficiary hereby irrevocably consent to service of process in any Proceedings to be given in the manner provided for the giving of notices in Section 5.02 of this Guaranty, provided that nothing in this Guaranty will prevent or limit the right of either party to serve process in any other manner permitted by law or by the rules of the courts in which such Proceedings are brought. Each party irrevocably and unconditionally waives trial by jury in any Proceedings.

5.06 Severabilitv. Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

In witness whereof, this Guaranty has been duly executed and delivered as of the day and year first above written.

Plankton Energy LLC

By: /s/ Dan Giuffrida
Name: Dan Giuffrida
Title: CEO & Managing Member

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Exhibit 1A.4C

SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

This Solar Photovoltaic (PV) System Construction Agreement ("**Agreement**") is entered into on this date December 4, 2020 by and between **Centurion Solar Energy LLC** ("**Contractor**"), whose address is **255 Old New Brunswick** Road, South Tower, Suite S-235, Piscataway, Nj 08854 and **Phytoplankton Ponus Ridge Solar LLC** ("**Developer**"), whose address is **PO Box 250864, New York, NY 10025**.

The Developer has a contract with New Canaan Public Schools (hereinafter the "**Owner"** or **"Host"**).

As used in this Agreement, "Contractor" may be a contractor, installer, vendor and/or supplier.

In consideration of the mutual promises herein contained, the parties agree that during the term of this Agreement, Contractor will provide labor, services, materials and/or equipment (the "**Work**") as described in the Contract Documents (defined below) on the real property described on Exhibit A attached hereto (the "**Project Description**"), and Developer will pay Contractor for the Work, in accordance with the procedures and subject to the obligations, terms, conditions and limitations contained in this Agreement. The parties further agree as follows:

1. WORK; SUBCONTRACTING.

(a) Contract Documents. The Work to be performed by Contractor is listed on Exhibit B attached hereto (collectively called the "**Contract Documents**"). The Contract Documents may be amended and/or supplemented from time to time pursuant to the Change Order process described in Article 4 below. Contractor will not enter into any subcontract with a subcontractor for any portion of the Work without the prior written consent of Developer to such subcontractor (such consent not to be unreasonably withheld). Contractor will provide Developer with a list of the names, addresses and contact information (i.e., contact name, phone and fax number, and e-mail address) of all subcontractors, suppliers and materialmen for each Project prior to the commencement of Work on such Project. Contractor shall require that all subcontracts and supply contracts contain a clause which requires the subcontractor, supplier or materialman under such contract to provide at least five (5) business days' written notice to Contractor and Developer prior to filing any liens, charges, claims and judgments, security interests and encumbrances ("**Liens**") against the real property described on **Project Description**, a Project, the Work and any structures comprising a Project or located on such real property. In the performance of the Work Contractor shall prepare, review, stamp with approval and submit all samples, shop drawings and product data as may be directed by Developer. Contractor shall not perform Work on the Project without approved submittals. Contractor's submittal of shop drawings shall constitute a representation that Contractor has checked all relevant dimensions and other information in the drawings and specifications and that such shop drawings are accurate and consistent with the Contract Documents. Contractor shall maintain at the Project site one record copy of all drawings, specifications and change orders, which copy shall be in good order and marked currently to record all changes and selections made during construction. Upon final completion of the Work, these "as-built" drawings shall be delivered to Developer in duplicate and as a condition to final payment for the Work.

(b) The following conditions must be met prior to commencement of the Work, or Developer may elect to terminate this Agreement, provided all amounts owed or owing to Contractor under this Agreement as of the date of such election shall be paid: (i) electrical or structural capacity at the Project site are sufficient to accommodate the Project, (ii) no material change in site conditions unknown as of the date of Developer's contract with Owner for the Project including but not limited to changes in law, labor conditions, presence of hazardous material, or other changes that would result in a material adverse effect to the electrical production or value, and (iii) all required governmental and utility approvals required to install the Project have been received.

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(c) Subcontracting.

(i) Within ten (10) business days of the execution of this Agreement, but in no event later than five (5) days prior to Contractor's mobilization and commencement of construction activities hereunder, Contractor shall deliver to Developer a list of all subcontractors, suppliers and materialmen that will perform or deliver any portion of the Work hereunder. Subcontractor shall not replace or substitute any subcontractor, supplier or developer set forth on the foregoing list without the prior written approval of Developer.

(ii) Contractor shall deliver executed copies of all written subcontracts, supplier and vendor agreements entered into by Contractor pursuant to this Section 1(c) within three (3) business days of the execution and delivery thereof.

(iii) Provisions Included in Subcontracts, Purchase orders and Other Contracts. Contractor shall include the provisions of this Section 1(c) in all its subcontracts, purchase orders and other contracts and agreements relative to Contractor's Work. Contractor shall furnish proof of compliance with this Section 1(c) in a form satisfactory to Developer.

2. **CONTRACT PRICE.** Subject to the terms and conditions contained herein, Developer will pay Contractor for the Work (the "**Contract Price**") pursuant to the **Schedule of Values** (herein so called) attached hereto as Exhibit C.

The Total Contract Price shall be **$209,587 ($$0.70 per watt DC)** subject to additions and deletions as provided in the Contract Documents. Non-open shop pricing: Contractor's pricing is based on this being an open-shop Project and if prevailing wage is needed by the Developer for the Project for any reason (such as compliance with law or regulation, or for labor relations), then the Developer and Contractor shall enter into a Change Order to increase the Contract Price due to such prevailing wage requirement and to provide for an apportionment of such increased labor costs among the Schedule of Values and the Payment Schedule.

3. PAYMENT AND SUBSTANTIAL COMPLETION

(a) **Payment.** Developer agrees, subject to the terms herein, to make payment to Contractor for the Work pursuant to the Schedule of Values and the Payment Schedule (the "**Payment Schedule**") attached hereto as Exhibit D when (i) Developer receives from Contractor and approves a completed and correct Application for Payment in the form attached hereto as Exhibit E (the "**Contractor's Application for Payment**"), (ii) Developer confirms the completion of the portion of the Work relating to the Application for Payment, (iii) Developer has received Lien releases or waivers, to the extent required by Developer from Contractor and all potential Lien claimants (at any tier) involved in the performance of the Work in the form attached hereto as Exhibit L (the "**Form of Waiver and Release of Lien Upon Partial Payment**"), along with sufficient substantiation, in the form of lower-tier lien releases, cancelled checks, wire payment confirmations, or otherwise as may be reasonably requested by Developer, to evidence the completeness and timeliness of the satisfaction of all of Contractor's payment obligations to its subcontractors and suppliers pursuant to this Agreement, (iv) Contractor provides Developer with an up-to-date list of all amounts, if any, due and unpaid to any subcontractor, supplier or materialman relating to the related Project and (v) Contractor satisfies any additional payment conditions set forth in this Agreement. Payments to Contractor will not be construed as acceptance of the Work or a waiver of any rights of Developer under this Agreement and will not relieve Contractor of any of its obligations hereunder. Invoice payment terms are forth in **Payment Schedule.** Developer may retain up to one hundred fifty percent (150%) of the amount of Contractor's compensation of any aspect of the Work Developer determines to be defective, for any claim for lien or payment or security interest caused or allowed by Contractor on the Project (or other property of Owner), or for any other potential claim. Acceptance of final payment by Contractor shall constitute full waiver and release by Contractor of all claims against Developer or Owner arising out of the Project. For avoidance of doubt, no Application for Payment shall be approved that does not include all relevant lower-tier subcontractor or vendor lien releases or waivers in the proportionate amount of the payment received or to have been received by the subcontractor or vendor from the immediately preceding payment period. Any allegation of non-payment by a subcontractor, of any tier, will be immediately reported to the project manager of Developer, along with sufficient information to permit Developer to authorize a remediation plan to address the non-payment.

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(b) **Substantial Completion.** As used in the Payment Schedule and elsewhere in this Agreement, Substantial Completion and the term "substantially complete" will have the meaning defined in Article 17 below and as evidenced by a ("**Certificate of Substantial Completion**") approved by Developer in the form attached hereto as Exhibit F.

4. **CHANGE ORDER.** A Change Order ("**Change Order**") will be issued to modify the Work, the Contract Documents, the Contract Price, the Schedule of Values, the Payment Schedule, and/or the Project Schedule only in accordance with the provisions of this Agreement. A sample of the ("**Request for Change Order**") form is attached hereto as Exhibit H. In the absence of complete and prompt agreement between Developer and Contractor on the terms of a Change Order, Developer may elect to direct Contractor, in writing, to proceed with the Work, as modified by Developer. Contractor will immediately comply with Developer's direction to proceed with the Work, as modified, but Contractor will within ten (10) days of Contractor's receipt of Developer's written direction, or, in the case of a material change by Developer (Contractor identifying such materiality by written notice to Developer within ten (10) days of Contractor's receipt of Developer's written directive), Contractor will within fifteen (15) days of Contractor's receipt of Developer's written direction, submit to Developer a detailed proposal for a Change Order ("**Change Order Proposal**") which will include the proposed adjustments to the Contract Price, the Project Schedule or any other provisions of this Agreement necessary to accomplish the Work, as modified by Developer. The failure of Contractor to submit a detailed Change Order Proposal within the time limit stated therefore, or within such additional time granted by Developer in writing, in its sole discretion, will be deemed a waiver of any claim for any modification to the Contract Price or the Payment Schedule arising out of Developer's modification. Each Change Order Proposal must include an explanation of the impact to the Contract Price and Project Schedule (as defined in Article 6, below) of Developer's modification. If Developer and Contractor cannot agree upon the terms of the Change Order within thirty (30) days of the Contractor's delivery to Developer of the Change Order Proposal, either party may submit such dispute to binding arbitration pursuant to the terms of Article 13 of this Agreement. Payment for all work performed by Contractor that is not the subject of a Change Order approved by Developer or a Developer's written direction to proceed, is subject to rejection by Developer (subject to the Dispute resolution procedures in Article 13). Contractor shall continue to proceed with the Work, as modified, in the event of a Dispute. Except as provided herein in respect to changes in Contractor's work directed by Developer, in all other circumstances whereby Contractor desires to preserve the right to claim or recover an increase in the Contract Price, recover costs or damages or extension of the Project Schedule, Contractor shall, as a condition to such right, give Developer written notice thereof within ten (10) days after the first occurrence giving rise to such claim. The notice shall particularly set forth the event(s) or fact(s) supporting and giving rise to such claim, the cost thereof and the time extension requested, if any and shall include a Change Order Proposal. In no event shall Contractor prevail upon any monetary claim or request for extension of time in connection with any individual or cumulative changes, matters, circumstances or conditions previously addressed by a Change Order or modification executed between the parties. It is further expressly agreed that under no circumstances shall any failure or delay giving such notice be excused, and no reservation of rights to make or submit a claim at a later date shall be effective to preserve the claim if not timely and properly made in accordance with this article. Notwithstanding anything else contained in this Agreement, Contractor shall be entitled to seek a Change Order under this Article 4 for its reasonably incurred and documented out-of-pocket expenses actually incurred by Contractor as a direct result of a Force Majeure Event that lasts more than sixty (60) consecutive days by providing a Change Order Proposal to Developer. Contractor shall notify Developer as soon as is reasonably possible when a Force Majeure Event has occurred and is continuing for more than thirty (30) consecutive days. No change in the Work, the Contract Price, the Project Schedule, the Schedule of Values or the Payment Schedule shall be made unless specifically agreed to in writing by Developer through a Change Order as set forth in this Article 4 or as determined pursuant to Article 13. No such change shall be implied as a result of any other Change Order.

5. **PAYMENTS BY CONTRACTOR – NO LIENS.** Subject to the terms herein, Contractor will promptly pay in cash all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of Developer, Contractor will provide proof of such payment. Unless prohibited by law, if Developer has a reasonable basis to do so Developer may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of the Work, unless Contractor has first delivered written notice to Developer of a dispute with any such person or entity and has furnished security satisfactory to Developer insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. 'The provisions of this Article 5 are intended solely for the benefit of Developer and will not extend to the benefit of any third persons, or obligate Developer or its sureties in any way to any third party.

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Provided that Developer shall have paid Contractor as required in this Agreement, Contractor shall keep the real property described on **Project Description**, each Project, the Work and any structures comprising a Project or located on such real property free from all Liens arising out of the performance of the Work by Contractor, any subcontractor, supplier or materialman of Contractor or such subcontractor, or any person working for, or through, Contractor or any such subcontractor under this Agreement, and shall indemnify, defend and hold harmless Developer from, any such Liens. If Developer seeks indemnification by Contractor for any such Lien, Developer shall give Contractor prompt notice of any such Lien of which it has knowledge and cooperate with Contractor in obtaining the discharge of such Lien at Contractor's expense; *provided* that Contractor shall promptly confirm in writing its obligation to indemnify Developer with respect to all costs and expenses with respect to such Lien. Contractor shall take prompt steps to discharge or bond over any such Lien filed against the real property described on **Project Description**, each Project, the Work and any structures comprising a Project or located on such real property by any subcontractor, supplier or materialmen based on a claim for payment in connection with the Work. If Contractor fails to bond over or discharge promptly any such Lien, Developer shall have the right, to the extent permitted by law and upon notifying Contractor in writing, to take any reasonable action to satisfy, defend, settle or otherwise remove such Lien at Contractor's expense, including reasonable attorneys' fees, costs and expenses. Developer shall have the right to deduct and offset, or otherwise recover, any expenses so incurred from any payment due, or which may become due, to Contractor under this Agreement. Contractor shall have the right to contest any such Lien and Developer shall not make payment to a subcontractor, supplier or materialman to discharge a Lien; *provided* that Contractor first must provide to the lienholder, a court or other third person, as applicable, a bond or other assurances of payment necessary to remove such Lien in accordance with applicable laws. Developer may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential Lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential Lien claimant, the name, scope of work, sums paid to date, sums owed, and sums remaining to be paid. If a person or entity asserts or claims a right to Lien the real property described on **Project Description**, each Project, the Work and any structures comprising a Project or located on such real property or claims that Contractor did not pay such person or entity for materials and/or labor employed in connection with Contractor's performance and/or provision of Work, Developer will, to the extent permitted by law, have a right to pay such claim, including reasonable attorneys' fees and other costs and expenses incurred, as necessary to obtain a release and discharge. However, prior to the filing of a Lien, Developer may not make such payment if Contractor has first delivered written notice to Developer of a dispute with any such person or entity, and has furnished security satisfactory to Developer insuring against claims there from. If Contractor fails to immediately pay to Developer the sum paid by Developer to such person or entity asserting the payment claim, Developer may, in addition to any other rights Developer may have, at law or in equity, withhold such sum from any payment due, or which may become due, to Contractor under this Agreement. If any such Lien or claim remains unsatisfied after Developer has paid the full Contract Price to Contractor, Contractor will refund to Developer all monies that Developer may be compelled to pay in discharging such Lien or claim, including all costs, expenses and reasonable attorneys' fees which may be incurred.

6. **STANDARD OF PERFORMANCE.** Contractor will perform the Work as follows (collectively, "**Contractor's Standard of Performance**"): (a) in a prompt, diligent, good and workmanlike manner, (b) in conformance with the time schedule attached hereto as Exhibit I (the "**Project Schedule**"), and (c) in accordance with: (i) industry standards, (ii) any standards, conditions and/or practices set forth in the Contract Documents, (iii) any practices otherwise specified in writing by Developer to Contractor, (iv) applicable Governmental Requirements (as defined herein) and governmental standards, (v) all manufacturers' most recent written recommendations and specifications for the installation of materials, (vi) jobsite rules of Developer, (vii) the specific plans, specifications and drawings contained in the Contract Documents including, without limitation, any amendments or alterations to them made by Developer, or with Developer's consent, from time to time and (viii) the construction and project management requirements imposed by Developer and Owner/Host as set forth in Exhibit B. If there is a conflict between any of the standards, practices, plans, drawings, specifications, and schedules included in Contractor's Standard of Performance, the more stringent or exacting among them will control.

Furthermore, Contractor will generally follow Good Utility Practices throughout the performance of the Work. "**Good Utility Practices**" means those practices and methods as they relate to the Work that are commonly used under similar circumstances in the United States to design, construct and operate solar electric power generation equipment and facilities lawfully, expeditiously and with safety. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of others, but rather a spectrum of practices, methods or acts expected to accomplish the performance of the Work in accordance with the terms hereof (including the requirements of the first sentence of this definition and the other performance standards set forth herein).

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7. **FAMILIARITY WITH PROJECT, DOCUMENTS AND GOVERNMENTAL REQUIREMENTS.** Before Contractor commences the Work, Contractor will (a) inspect the Project, (b) familiarize itself with all plans, specifications and other documentation included within the Contract Documents and the Contractor's Standard of Performance and (c) compare the Project against the Contract Documents and such other written documentation. Contractor's commencement of the Work is an acknowledgment by Contractor that (i) Contractor has completed the three tasks described in the preceding sentence and (ii) the Project is safe for purposes of the Work to be undertaken and ready for the Work to commence and continue in accordance with the Contract Documents, and the Contractor's Standard of Performance. Contractor's commencement and continuation of the Work without objection is a continuing acknowledgment that the Project is safe for purpose of the Work being undertaken and ready for such performance of the Work. It is understood by the parties that Contractor is best able to evaluate the cost of the Work and that in arriving at the Contract Price, Contractor has not assumed the risk that unforeseen conditions or events may be encountered causing additional difficulty and expense not anticipated at the time the parties agreed upon the Contract Price. Contractor further represents that it is fully familiar with the requirements of any governmental authority having jurisdiction over the Work and is prepared to comply with all such requirements without additional compensation.

8. **PROTECTION OF WORK AND PROJECT.** Contractor will supervise, administer and protect the Work against loss or damage from any cause and will be responsible for all parts of the Work, temporary or permanent, finished or not, until the Work is finally completed and accepted by Developer. In addition, if the Work includes installation of materials or equipment furnished by anyone other than Contractor, Contractor must examine the items so provided and handle, store and install the items with the necessary skill and care to ensure a satisfactory and proper installation. Contractor will take reasonable precautions and maintain reasonable safeguards to protect against loss or damage to persons or property (including the work of other contractors) arising out of Contractor's activities at or about the Project and loss or damage to the Work as a result of weather conditions. Except to the extent that such loss or damage is a result of the willful misconduct or negligent actions of Developer, its inspectors, invitees, or agents (other than Contractor), Contractor will bear and be liable for, and Developer will not be responsible for, any loss, theft or damage to the Work (until after final completion and acceptance of such Work by Developer) and/or any material, equipment or miscellaneous items or services used in the Work or placed at the Project by Contractor, or any of its subcontractors, employees, vendors or agents, including, but not limited to, loss or damage due to theft, trespass or vandalism before final completion of the Work. The acceptance of the Work or any portion of the Work by Developer will not constitute a waiver or release of any rights of Developer against Contractor under this Agreement, at law or in equity including, without limitation, liability for defective, deficient or non-conforming Work. Contractor is responsible for the storage and safeguard of its own materials, tools and equipment and those of its subcontractors, employees, vendors or agents. Contractor acknowledges that the Work may be performed at a location where Owner has ongoing business operations. Therefore, Contractor shall follow the reasonable requirements of Owner, its construction manager (if any) and the property manager, and shall maintain good order among its agents and employees performing the Work, and shall comply with all rules and requirements of Owner concerning the Project site, including safety requirements, regulatory compliance and any limitations on hours of operation, staging and storage areas, construction parking, use and shutdown or interruption to the Project site facilities and/or utilities, temporary signage and ingress and egress to occupied tenant areas or common areas. If the Work is being performed at a location where there are ongoing business operations, Contractor shall, prior to commencement of construction, submit for Developer's approval a site management plan that provides for staging, storage, access and similar matters at the Project site. Contractor shall coordinate its Work with that of other contractors working at the Project site in order to avoid any delay of schedule or any interference or conflict with any other's work. If proper execution of any part of the Work depends upon any construction by Developer or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, promptly report to Developer any apparent discrepancies or defects in the work of other contractors. Failure of Contractor to report such discrepancies or defects shall constitute an acknowledgement that Developer's or the separate contractor's completed or partially completed construction is fit and proper to receive Contractor's Work. At Developer's request, Contractor shall uncover any part of the Work for inspection by Developer. If the uncovered Work is in accordance with the Contract Documents, the reasonable cost of uncovering and re-covering shall be paid by Developer; otherwise, all costs of uncovering, repair, replacement and re-covering shall be borne by Contractor.

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9. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.

(a) **General Compliance with Governmental Requirements.** In performing the Work, Contractor, and/or Contractor Group (as hereinafter defined in Article 9(f)) will comply with all local, state, and federal laws, codes, rules, ordinances, regulations, requirements, orders, standards and permits to the extent applicable to the Work (herein collectively referred to as "**Governmental Requirements**") including, without limitation, the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), the Fair Labor Standards Act, the Immigration Reform and Control Act of 1986, the Immigration and Naturalization Reform Act, and the safety and health rules and regulations established by or pursuant to the Occupational Safety and Health Act of 1970, all as amended from time to time. In addition, Contractor Group will carefully check the Contract Documents and any other written documents describing Contractor's Standard of Performance for conformity with Governmental Requirements. Contractor will give all necessary notices to all parties involved with this Agreement prior to commencement of the Work, unless Developer agrees otherwise in writing. The Work will conform to Governmental Requirements, and if Contractor observes any violation of Governmental Requirements, it will immediately report such violation to Developer in writing.

(b) **Compliance with OSHA Regulations and National Electrical Code (hereinafter "NEC") Article 70E.** Contractor acknowledges that the OSHA Hazard Communication Standard promulgated pursuant to the Occupational Safety and Health Act of 1970, as amended, and any and all state laws related to occupational health and safety (collectively the "**OSHA Regulations**") require, among other things, all contractors and subcontractors to exchange material safety data sheets and share information about precautionary measures necessary to protect all workers on a building project. In this regard, Contractor specifically agrees, without limitation of its general obligation under Article 9(a), as follows:

(i) Contractor Group will fully comply with the OSHA Regulations and NEC Article 70E and will cooperate with Developer and all subcontractors of Developer in order to assure compliance with the OSHA and NEC Regulations.

(ii) Contractor accepts full responsibility and liability for the training of Contractor Group's employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project and Contractor will make available for Developer's review all records and logs indicating such training was administered by Contractor to its employees.

(iii) Contractor Group will assist Developer in complying with the OSHA and NEC Article 70E Regulations and will cooperate with any investigation of the Project.

(iv) Before Contractor Group uses any chemicals in its performance of the Work for Developer or incorporates any chemicals into materials or products supplied to Developer or to the Project, Contractor must give Developer prior written notice of the existence and the possible exposure to such chemical and deliver a Material Safety Data Sheet with respect to such chemical to Developer.

(c) **Compliance with Storm Water Discharge Laws and Plan.** Contractor acknowledges that the discharge of storm water from certain construction sites is governed by the Governmental Requirements. To the extent applicable to the Project, Developer will obtain necessary authorizations to discharge storm water and develop a plan (the "**Storm Water Discharge Plan**") in accordance with the Governmental Requirements. To the extent applicable to the Project, Contractor agrees, without limitation of its general obligation under Article 9(a), as follows:

(i) Prior to commencing the Work, Contractor will review the Storm Water Discharge Plan and familiarize Contractor Group with those parts of the Storm Water Discharge Plan that apply to its activities.

(ii) Contractor Group will comply with the Storm Water Discharge Plan and all requirements of the Governmental Requirements related to storm water discharges applicable to its activities.

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(iii) Contractor Group will cooperate with Developer, all contractors of Developer and all regulatory agencies having jurisdiction over the Project in complying with the Storm Water Discharge Plan including, but not limited to, executing any documents required by the Governmental Requirements related to storm water discharges, participating in training and compliance review programs, and undertaking inspections and monitoring as requested by Developer.

(iv) Contractor Group will handle construction chemicals, paint, adhesives, and construction debris in accordance with requirements of the Storm Water Discharge Plan.

(v) Contractor Group will avoid damaging erosion or sediment controls, will immediately bring to the attention of Developer any damage that Contractor Group may do to such erosion or sediment controls, and will be responsible for the reasonable costs of repairing any erosion or sediment controls that Contractor Group may damage.

(d) **Notice and Opportunity to Repair State Statutes.** Various states require preliminary steps be taken before a legal action or arbitration may be commenced. Such steps may include a "right to repair" process after receipt by Contractor of notice of alleged defects. If the Work is performed in a state that has a "Notice and Opportunity to Repair" statute, Contractor Group will comply with (and will cooperate reasonably in good faith with Developer so that Developer may comply with and satisfy) any requirements and/or obligations related to these state statutes. Such cooperation will include, without limitation, assisting Developer in complying with deadlines in responding to allegations by property owners, participating in inspections, participating in mediation, and assisting Developer in preparing offers to repair and performing such repairs.

(e) **Contractor Group.** For the purposes of this Article 9, the term "Contractor Group" will be deemed to include Contractor, as well as Contractor's subcontractors, employees or agents, or any of their subcontractors, employees or agents. Contractor will be responsible for all obligations of the Contractor Group set forth in this Article 9.

(f) **Hazardous Materials.** Contractor shall not use, install, remove or handle hazardous materials at the Project site, and shall notify Developer prior to notifying any governmental agency, in the event Contractor discovers the presence of hazardous materials at the Project site. Contractor shall notify Developer in writing within five (5) days of any issues at the Project site that may impact the progress or cost of its Work. Contractor's failure to notify Developer in writing in advance of a claim by Contractor for additional compensation shall be deemed a waiver by Contractor of such claim. Contractor shall not be entitled to a time extension or additional compensation for differing site conditions of the kind described above unless Contractor could not have reasonably anticipated the conditions forming the basis for the additional compensation or time extension request as of the date of this Agreement.

10. REQUIRED INSURANCE; BONDING.

(a) Required Insurance. Contractor will maintain insurance with the minimum coverage, terms and limits provided in Exhibit J ("**Required Insurance**") attached hereto. Developer reserves the right to amend and/or supplement the Required Insurance provided such amendment and/or supplement is agreed to by Contractor. Contractor waives all rights of subrogation against Developer, Host, Owner, and Contractor's subcontractors, sub-subcontractors, agents, employees, each of the other, for damages caused by fire or other cause of loss to the extent covered by property insurance obtained under this article, or other property insurance applicable to the Work. The Contractor, as appropriate, shall require the subcontractors, sub-subcontractors agents, employees of any of them, by appropriate agreements, written where legally required for the validity, similar waivers each in favor of other parties referenced herein. The polices shall provide such waivers of subrogation by endorsement or otherwise. No payment will be made without a current certificate of insurance indicating that the required coverage is in place.

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11. INDEMNITY.

(a) **Contractor's Indemnity.** Contractor agrees that it shall indemnify and hold harmless both Developer and Owner, their permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "**Developer Indemnified Parties**") from and against any and all claims, damages, fines, penalties, losses, and expenses including attorney's fees (collectively, "**Claims**") incurred by the Developer Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any person or loss or damage to property of any person to the extent arising out of Contractor's negligence or willful misconduct or (b) any infringement of patents or the improper use of other proprietary rights by Contractor or its employees or representatives that may occur in connection with the performance of this Agreement. Contractor also indemnifies and holds harmless Developer and its permitted successors and assigns from any Claims to the extent arising from or out of Contractor's material breach of its obligations under this Agreement. Contractor shall not, however, be required to reimburse or indemnify any Developer Indemnified Party for any loss to the extent such loss is due to the negligence or willful misconduct of any Developer Indemnified Party.

(b) **Developer's Indemnity.** Developer agrees that it shall indemnify and hold harmless Contractor, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "**Contractor Indemnified Parties**") from and against any and all Claims incurred by the Contractor Indemnified Parties to the extent arising from or out any injury to or death of any person or loss or damage to property of any person to the extent arising out of Developer's negligence or willful misconduct. Developer also indemnifies and holds harmless Contractor and its permitted successors and assigns any Claims to the extent arising from or out of Developer's material breach of its obligations under this Agreement. Developer shall not, however, be required to reimburse or indemnify any Contractor Indemnified Party for any loss to the extent such loss is due to the negligence or willful misconduct of any Contractor Indemnified Party.

(c) **Indemnification Procedure.**

(i) Whenever any claim arises for indemnification under this Agreement, the person who has the right to be indemnified (the "**Indemnified Party**") shall notify the person who has the indemnification obligation (the "**Indemnifying Party**") in writing as soon as practicable (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Party has knowledge of the facts constituting the basis for such claim (the "**Notice of Claim**"). Such Notice of Claim shall specify all facts known to the Indemnified Party giving rise to such indemnification right and the amount or an assessment of the amount of the liability arising there from.

(ii) If the facts giving rise to any such indemnification shall involve any actual or threatened claim or demand by any third party (including an inquiry or audit by any governmental authority with respect to any period in whole or in part prior to the date of this Agreement) against the Indemnified Party or any possible claim or demand by the Indemnified Party against any such third party, the Indemnifying Party shall (without prejudice to the right of the Indemnified Party to participate at its expense through counsel of its own choosing) defend such claim in the name of the Indemnified Party at the Indemnifying Party's expense and through counsel of its own choosing. The parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend such conferences and discovery as reasonably requested in connection therewith.

(iii) Notwithstanding the Indemnifying Party's obligation to assume and conduct the defense of a claim for indemnification with counsel of its choice, the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a claim for indemnification without the prior written consent of the Indemnified Party (not to be unreasonably withheld) unless the proposed settlement involves the payment of money damages paid by Indemnifying Party and does not impose an injunction, judgment or other equitable relief upon the Indemnified Party or any acknowledgment of the validity of any claim. Until the Indemnifying Party assumes the defense of a claim of indemnification arising out of a third party claim, the Indemnified Party may defend against the third party claim in any manner it may deem reasonably appropriate; provided that in no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the third party claim without the prior written consent of the

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Indemnifying Party (not to be unreasonably withheld) unless the Indemnifying Party has consistently and persistently refused to undertake the Indemnification through the litigation process. The entry of a consent judgment or settlement under the foregoing circumstances shall not relieve Indemnifying Party of its indemnification obligations hereunder.

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(iv) At the time that the Indemnifying Party makes any indemnity payment under this Agreement, the indemnification payment shall be adjusted such that the indemnification payment, will result in the Indemnified Party receiving an amount equal to such indemnity payment, after taking into account (i) all national, state, and local income taxes that are actually payable by the Indemnified Party with respect to the receipt of such indemnity payment, and (ii) all national, state, and local income tax deductions allowable to the Indemnified Party for any items of loss and deduction for which the Indemnified Party is being indemnified.

(v) Contractor's liability for indemnification under this Article 11 is in addition to any liability Contractor may have for breach by Contractor of any of the provisions of this Agreement. Under no circumstances will the required insurance in Article 10 be construed to limit Contractor's defense and/or indemnification obligation or other liability hereunder.

(vi) Contractor's obligation to indemnify and defend under this Article 11 will survive the expiration or earlier termination of this Agreement.

(vii) If the provisions of this Article 11 violate the statutory or common law of the applicable state or governing authority, this Article 11 will not be stricken or found to be void in its entirety. Rather, Contractor's defense and indemnification obligations will apply to the fullest extent permitted by such applicable law.

12. **WARRANTY.** Manufacturers' warranties with all rights associated therewith will be assigned by Contractor to Developer (or its designee) for solar panels, inverters, the racking system, the data acquisition system (DAS) and any other equipment installed as part of the Work (the "**Manufacturers' Warranties**") that results in a completed solar power generating system (the "**System**"). In addition to the Manufacturers' Warranties, Contractor unconditionally warrants (the "**System Warranty**") that the Work: (a) conforms to the specifications contained in the Contract Documents, (b) adheres to Contractor's Standard of Performance, (c) complies with all Governmental Requirements, (d) was performed without defects in workmanship or materials, (e) consists of new materials, unless otherwise specified and (f) at Substantial Completion results in a completed System that is functional as a solar power generating system serving the Project location. The System Warranty is for the benefit of Developer and Owner and their respective successors and assigns for a period of five (5) years from the date that all Work is completed by Contractor, unless some other period of time is designated in the Contract Documents. The System Warranty will specifically extend for the period of time it is in effect to the benefit of, and be enforceable by, any purchaser of any structure included in a Project, and to the extent applicable, any municipal corporation, jurisdiction, agency or association that will ultimately own and/or govern any portion of a Project (each, a "**Subsequent Developer**"). In addition to all other remedies that Developer has under Article 15(b) herein, if demand is made upon Contractor to perform under the System Warranty within the applicable warranty period for an item covered by the System Warranty as provided in this Article 12, Contractor at its sole cost and expense will expeditiously repair or replace any defective Work, whether existing because of faulty workmanship, defective equipment or materials or from any other reason resulting from Contractor's activities, and repair or replace any damage to the work of others caused by such defective Work or repair or replacement of such defective Work. Developer's determination of defective workmanship or materials will be in Developer's sole but reasonable discretion and will control for the purposes of this Agreement. The System Warranty in this Article 12 is independent from all other obligations of Contractor under this Agreement including, without limitation, all indemnification provisions, and will apply whether or not required by any other provision of this Agreement. Contractor's obligations under this Article 12 will survive the expiration or earlier termination of this Agreement. This warranty obligation is cumulative and shall not: (i) serve to exclude other remedies of Developer or Owner, at law or in equity; or (ii) change applicable statutes of limitation. Developer may elect, in its sole discretion, to accept defective Work and take a credit against the Contract Price in an amount that reasonably compensates Developer for the diminution in value and utility of the Project. Contractor is not and shall not be liable with respect to, and the System Warranty shall not be applicable to, any Defect, breach or nonconformity to the extent that such Defect, breach or nonconformity is due to: (a) normal wear and tear; or (b) damage or defect to the extent caused by failure of Developer or Owner to operate or maintain the system in accordance with manufacturer's operating manuals or prudent industry practice or by Developer's or Owner's abuse or misuse of the System; or (c) damage to the extent caused by third party external causes, such as theft, vandalism or severe weather events; or (d) or any damage, condition or defect covered by any of the Manufacturers' Warranties**.** For purposes hereof, "Defect" means deviations from, breaches of or failures of the System Warranty.

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13. DISPUTE RESOLUTION.

(a) **Resolution by the Parties.** The parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a party gives written notice of such Dispute to the other party. In the event that the parties are unable to reach agreement within such thirty (30) day period (or such longer period as the parties may agree in writing) then either party may refer the matter to arbitration in accordance with Article 13(b); provided, however, that if the Dispute involves the amount of an invoice and after ten (10) days of mutual discussion either party believes that further discussion will fail to resolve the Dispute to its satisfaction, such party may immediately refer the matter to arbitration in accordance with Article 13(b), or litigation, at the sole election of Developer.

(b) **Developer's Right to Select Forum.** Developer shall have the sole and exclusive right to determine whether any Dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be submitted to a court of law or settled by binding arbitration between the parties. The venue of such court action or arbitration proceeding shall be in the county in which the Project is located, or in New York, New York, as Developer in its sole discretion may elect to the exclusion of all other forums. Any arbitration proceeding shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA") in effect on the date that a party gives notice of its demand for arbitration under this Article 13(b). Contractor must make a written request to Developer to determine whether the dispute shall be submitted to a court or to arbitration. Developer shall respond to Contractor's request within ten (10) business days after receipt thereof. Developer's response shall identify whether the matter will be submitted to a court or to arbitration and Contractor shall submit itself to the personal jurisdiction and venue of the court or arbitration proceeding selected by Developer, to the exclusion of all other forums and jurisdictions. In the event of arbitration, the parties shall select a single neutral arbitrator with significant contract resolution experience and experience in the contemporary solar photovoltaic power industry and an understanding of photovoltaic systems. If the parties cannot agree on a single neutral arbitrator within fifteen (15) Business Days after the written demand for arbitration is provided, then the arbitrator shall be selected under the AAA rules. Following selection of the arbitrator, the parties may then commence with and engage in discovery in connection with the arbitration as provided by New York law and shall be entitled to submit expert testimony or written documentation in such arbitration proceeding. The decision of the arbitrator shall be final and binding upon Contractor and Developer and shall be set forth in a reasoned opinion, and award may be enforced thereon by Contractor or Developer in a court of competent jurisdiction. Any award of the arbitrator shall include interest from the date of any damages incurred for breach or other violation of this Agreement and from the date of the award until paid in full. Contractor and Developer shall each bear the cost of preparing and presenting its own case; provided, however, that the parties agree that the prevailing party in such arbitration shall be awarded its reasonable attorney's fees, expert fees, expenses and costs incurred in connection with the Dispute. The cost of the arbitration, however, including the fees and expenses of the arbitrator, shall initially be shared equally by Contractor and Developer, subject to reimbursement of such arbitration costs and attorney's fees and costs to the prevailing party. The arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the arbitrator. In no event shall the arbitrator have the power to award any damages precluded by this Agreement, which Agreement shall be binding upon the arbitrator.

(c) **Exceptions to Arbitration Obligation.** Neither the obligation to arbitrate nor the pre-arbitration procedures of Article 13(a) shall be binding upon any party with respect to (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other equitable relief, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute or (c) claims permitted hereunder against third parties.

(d) **Arbitrator Confidentiality Obligation.** The parties shall ensure that any arbitrator appointed to act under this Article will agree to be bound by any confidentiality provisions of this Agreement and any information obtained during the course of the arbitration proceedings.

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14. TERMINATION OF WORK OR AGREEMENT BY DEVELOPER.

(a) **Termination.** Developer may terminate Contractor's right to perform all or any portion of the Work or this entire Agreement (in which case Contractor's right to perform all Work will terminate), upon written notice at any time without just cause (each, a "**Termination**"). Upon receipt of notice of Termination from Developer ("**Termination Notice**"), unless directed otherwise, Contractor will immediately cease performance of the terminated portion of the Work, placement of orders for materials, equipment, machinery and supplies in connection therewith and will, if requested, make every reasonable effort to procure cancellation of all existing orders for contracts upon terms satisfactory to Developer. Contractor will do only such Work as directed by Developer in writing or as may be necessary to preserve and protect that portion of the Work which has been incorporated into the Project and to protect materials, supplies and equipment at or about such Project or in transit thereto, unless otherwise instructed by Developer.

(b) **Compensation.** Upon Termination, the obligations of the parties to continue performance as to the terminated portion of the Work (if all or any portion of the Work is being terminated), or under this Agreement (if this Agreement is being terminated), will cease and Contractor will be entitled to receive, as its exclusive remedy: (i) compensation for the Work performed up to the time of delivery of the Termination Notice and such further Work (if any) as has been directed by Developer and/or is necessary to preserve and protect Work or materials under Article 14(a) above (the percentage of completion to be reasonably determined by Developer) with the Contract Price being prorated accordingly, (ii) reimbursement for the actual cost of materials purchased by Contractor for the Work, as evidenced by Contractor's supplier's invoice, provided the materials are delivered to Developer, and (iii) payment for any other bona fide order evidenced in writing of fabricated components or structures ordered pursuant to the Contract Documents prior to Contractor's receipt of the Termination Notice, if the orders cannot with reasonable effort be canceled, so long as any benefits accruing from such items are assigned to Developer. Payment to Contractor will be made in accordance with the terms and conditions set forth in Article 3 hereof, with final payment being made only after expiration of the period allowed by law for the filing of any claims to enforce mechanics liens arising out of the Work, without any claims having been filed or after such claims are resolved. Notwithstanding any other provision in this Agreement to the contrary, neither Termination of any portion of the Work nor Termination of all or any portion of this Agreement will prejudice any claim of either party arising before such Termination, relieve either party from any liability arising prior to such Termination, relieve the parties' obligation to submit compensation disputes and other Disputes to resolution under Article 13, affect Contractor's warranty obligations for the portion of the Work performed prior to Termination, relieve Contractor of its duty to correct any defective Work or affect either party's obligations to indemnify, defend and hold the other party harmless as required by this Agreement.

15. DEFAULT AND REMEDIES.

(a) **Default.** For purposes of this Agreement, the term "Default" will mean any breach or default of the terms of this Agreement by Contractor including, without limitation, if (i) Contractor fails to timely and diligently proceed with the Work; (ii) Contractor fails to acquire and/or maintain the Required Insurance; (iii) Contractor fails to make or ensure payment to subcontractors or suppliers (at all tiers) for labor, materials, services or equipment employed by Contractor in connection with performance of the Work; (iv) Contractor fails to perform the Work in accordance with Contractor's Standard of Performance, the Governmental Requirements, the Contract Documents, or otherwise performs the Work in an unsatisfactory or defective manner; (v) Contractor fails to furnish the necessary skilled labor, materials, equipment or services to meet the construction needs in accordance with the Contract Documents; (vi) Contractor files a petition or a petition is filed against Contractor under any chapter or section of the federal Bankruptcy Code, as amended, or under any similar law, or Contractor is adjudged bankrupt or insolvent (a "Bankruptcy Event"); (vii) Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency (an "Insolvency Event"), (viii) a breach by Contractor of any of the Other Agreements (as defined herein); or (ix) failure to achieve Substantial Completion or Final Completion by the dates set forth on **Project Schedule** hereto. Developer may occupy and use any portion of the Work, which has been partially or fully performed by Contractor, or on its behalf, and such occupancy or use shall not constitute an acceptance of the Work or a waiver of any defects in the Work or of any breach or default by Contractor of any of the provisions of this Agreement. A breach or default of the terms of this Agreement by Developer shall include (I) non-payment of any amount due to Contractor when due (subject to any cure period); (II) a Bankruptcy Event occurs regarding Developer; (III) an Insolvency Event occurs regarding Developer; or (IV) a breach of Developer's non-monetary obligations under this Agreement (subject to notice and reasonable opportunity to cure).

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(b) **Remedies Upon Default.** If Developer reasonably determines that a Default has occurred, then, in addition to all remedies available at law or in equity, Developer will be entitled to, immediately, with written notice to Contractor of a Default and Contractor's failure to begin the cure of said Default within 72 hours of receipt of such notice and continually pursue such cure until such cure is completed (with any monetary cure to be completed within 3 business days and any non-monetary cure to be completed within 14 days), exercise any or all of the following remedies, which are cumulative and the exercise of any one remedy will not preclude, prevent or waive Developer's right to exercise any or all other remedies:

(i) **Suspend, Terminate or Retain Payments.** Developer may suspend, terminate or retain any or all payments to Contractor for any Work determined by Developer to be in default, until such time as Contractor is not in Default or such Work is fully and finally completed. If Contractor's right to perform all or a part of the Work is terminated, or this entire Agreement is terminated as provided in Article 14(a), then Contractor will be compensated pursuant to the provisions of Article 14(b). NOTWITHSTANDING THE FOREGOING, IF (I) CONTRACTOR HAS IN GOOD FAITH ATTEMPTED TO RECONCILE WITH DEVELOPER ANY AMOUNTS (EXCEPT ANY FULL OR PARTIAL PAYMENT THAT DEVELOPER SHALL IN GOOD FAITH BE DISPUTING IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEEMENT) WHICH CONTRACTOR BELIEVES ARE DUE AND UNPAID BY DEVELOPER HEREUNDER FOR TWENTY (20) BUSINESS DAYS AND/OR (II) DEVELOPER IS IN BREACH OF ANY MATERIAL NON-MONETARY OBLIGATIONS UNDER THIS AGREEMENT FOR THIRTY (30) BUSINESS DAYS AFTER WRITTEN NOTICE FROM CONTRACTOR SPECIFYING SUCH BREACH AND (III)(A) IN THE CASE OF A MONETARY DEFAULT BY DEVELOPER, AFTER THE EXPIRATION OF SUCH TWENTY (20) BUSINESS DAY PERIOD CONTRACTOR SENDS WRITTEN NOTICE TO DEVELOPER THAT A PAYMENT IS PAST DUE AND REMAINS UNPAID AND DEVELOPER FAILS TO MAKE SUCH PAYMENT WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT BY DEVELOPER OF SUCH WRITTEN NOTICE OR (B) IN THE CASE OF ANY NON-MONETARY DEFAULT BY DEVELOPER, AFTER THE EXPIRATION OF SUCH THIRTY (30) BUSINESS DAY PERIOD DEVELOPER HAS FAILED TO CURE ITS NON-MONETARY BREACH, THEN CONTRACTOR MAY SUSPEND THE WORK. CONTRACTOR IMMEDIATELY MAY SUSPEND THE WORK IF A BANKRUPTCY EVENT OR AN INSOLVENCY EVENT OCCURS REGARDING DEVELOPER.

(ii) **Correct Unsatisfactory or Defective Work.** With respect to unsatisfactory or defective Work, upon sufficient notice of default Developer may take possession of the Project and all materials thereon that were used in connection with the performance of Work, correct such unsatisfactory or defective Work and either offset or back-charge the cost incurred by Developer in performing such Work, together with a supervision and administration fee equal to 15% of such costs, against any sums due Contractor by Developer. However, if such costs and fees exceed the unpaid portion of the Contract Price, then Contractor shall immediately pay such excess amount to Developer.

(iii) **Perform Unfinished Work.** With respect to Work that has not been performed by Contractor in the timeframe set forth in the Contract Documents, upon sufficient notice (3 days) of delay by Contractor, Developer will have the right to take possession of the Project and all materials that were used by Contractor in connection with the performance of such Work on such Project and complete (or cause to be completed) such Work by whatever method Developer may deem expedient. If Developer performs any Work, then the unpaid portion of the Contract Price will be reduced by the amount of all costs incurred by Developer in performing such Work, together with a supervision and administration fee equal to 15% of such costs. However, if such costs and fees exceed the unpaid portion of the Contract Price, then Contractor will immediately pay such excess amount to Developer. Notwithstanding the foregoing, if Contractor's right to perform all or a part of Work is terminated, or this entire Agreement is terminated as provided in Article 14(a), then Contractor will be compensated pursuant to the provisions of Article 14(b).

(iv) **Terminate Work or Agreement.** Developer may terminate all or any portion of the Work or any portion of this Agreement as provided in Article 14.

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16. **OWNERSHIP OF DESIGN DOCUMENTS.** Contractor acknowledges and agrees that all design documents furnished to Contractor are the property of Owner or Developer (including copyright and intellectual property rights) and Contractor shall not use such documents for any purpose unrelated to the Project. Contractor further acknowledges and agrees that all design documents developed or created for the Project and any other Project deliverables produced by the Contractor in connection with the Project and furnished to Developer or Owner shall be the property of Developer or Owner (including copyright and intellectual property rights).

17. **GENERAL PROVISIONS.**

(a) **Authorized Persons.** The only persons with authority to sign and/or amend this Agreement or any Change Order on behalf of Developer are the Developer, President, Chief Executive Officer, Chief Financial Officer, or expressly designated party named in this Agreement.

Contractor represents and warrants that any person who executes this Agreement or any Change Order on behalf of Contractor has the authority to bind Contractor.

(b) **Independent Contractor Status.** Contractor will be an independent contractor with respect to the Work, and neither Contractor, nor anyone employed by, or working for, Contractor, will be deemed for any purpose to be the agent, employee, servant or representative of Developer in the performance of the Work unless designated otherwise in writing by Developer. Contractor acknowledges and agrees that Developer will have no direction or control over the means, methods, procedures, details or manner of the Work performed by Contractor or any of its subcontractors, employees, or agents, or any of their employees, agents, vendors or suppliers. Notwithstanding anything contained herein to the contrary, any provisions in this Agreement which may appear to give Developer the right to direct Contractor as to details of doing the Work or to exercise a measure of control over the Work will be deemed to mean that Contractor will follow the desires of Developer in the results of the Work as they pertain to these contract documents only.

(c) **Costs.** Unless otherwise provided in the Contract Documents, Contractor will bear sole and exclusive responsibility for the payment of all costs, including without limitations, all taxes imposed by local, state or federal law applicable to: the Work, materials supplied by Contractor, payments received by Contractor and payments made by Contractor. Contractor will be solely responsible for the payment of all local, state and federal income taxes, withholding requirements, self- employment taxes, social security taxes and other taxes on the payments made to Contractor and payments made by Contractor to its employees and suppliers. Developer, at its discretion, may provide Contractor with a sales and/or use tax exemption form in order to claim sales and/or use tax exemption related to Contractor's obligations in this Agreement.

(d) **Entire Agreement.** This Agreement, together with any and all exhibits hereto, the Contractor's Standard of Performance, the Contract Documents, Schedule of Values, Project Schedule and approved Change Orders, constitutes the entire agreement between the parties and may only be amended or supplemented by written instrument duly executed by both parties hereto and supersedes any prior oral discussions or oral agreements among the parties hereto.

(e) **Waiver.** No consent or waiver, express or implied, by either party to this Agreement relating to any breach or default by the other in the performance of any obligation hereunder will be deemed or construed to be a consent to, or waiver of, any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default irrespective of how long such failure continues will not constitute a waiver of the rights of such party.

(f) **Notice.** Unless otherwise provided herein, any notice provided for in this Agreement will be in writing and delivered to the parties (i) in person, (ii) by email during normal business hours (with the original following in the United States mail), (iii) by overnight delivery service, or (iv) by certified mail, return receipt requested. If such notice is given in person or by facsimile transmission, notice will be deemed to have been received when delivered or transmitted. If such notice is given by overnight delivery service, notice will be deemed received the day after delivery to the overnight delivery service. If such notice is given by certified mail, notice will be deemed received 3 days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Notice will go to the address given at the beginning of this Agreement for the respective party to whom notice is given or to such other address as may be designated by either party by written notice given pursuant hereto.

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(g) **Time.** Time is of the essence with this Agreement and each provision herein contained. Contractor will proceed with the Work in a prompt and diligent manner, in accordance with the Project Schedule in **Payment Schedule**, as amended by Developer-approved Change Orders. Contractor shall promptly notify Developer in writing at any time that it has reason to believe a milestone in the Project Schedule will not be completed on or before the date required, specifying the corrective action Contractor will take. Contractor shall promptly take such corrective action and complete such milestone as close to the required date as possible. No such notification shall be deemed to relieve Contractor of any of its obligations hereunder or to constitute a waiver by Developer. Contractor will coordinate the Work with the work of Developer and Developer's other contractors, if any, in order to take all reasonable steps to ensure that no delays or interference will occur in any part of the Project. It is contemplated that Contractor's performance under this Agreement may be delayed, accelerated, suspended, hindered, or disrupted (a) by acts or omissions of the Developer, Host, Owner, or other subcontractors and other parties involved in the Project, or (b) by other reasonable circumstances not caused by or within the control of the Contractor that would constitute an excusable delay. In such cases, Contractor may request an extension of time for performance and completion of Contractor's work and an increase to the Contract Price. The extension of time to which the Contractor may be entitled under this Paragraph shall under no circumstances exceed the extension of time granted to Developer.

(h) **Contractor's Work Schedules.** Contractor, promptly after entering into this Agreement, shall prepare and submit for the Developer's information a Contractor's Work Plan. The Work Plan shall not exceed time limits required by the time schedule provided by Developer, shall identify all proposed personnel on site for Developer pre-approval (such approval not to be unreasonably withheld or delayed), shall be coordinated with other work of Developer or other contractors for the Project, and shall provide for expeditious and practicable execution of the Work. Contractor shall schedule the Work to coincide with Owner's schedule and shall have all materials, equipment and necessary work crews on the job in order to perform the Work on schedule. Contractor agrees to have adequate personnel on the job site every scheduled work day, so as not to delay the Project or other work of Owner. Contractor shall take all necessary actions required to remedy any delay due to the fault of Contractor or anyone working under Contractor, including, without limitation, providing additional forces to perform the Work, or working overtime at Contractor's sole cost and expense.

(i) **Progress Communication.** Contractor shall prepare and submit to Developer on a weekly basis a progress report in form, detail, and character approved by the Developer. The progress report shall specify, among other things, the Work completed as of such date and the projected Work to be completed in the next succeeding month, whether the Project is on schedule, and if not, the reasons therefore and an affirmative plan to recover such delay. Accompanying the progress report shall be an updated current construction schedule, reflecting and explaining any changes from the schedule referred to in Article 17(h) and as detailed on **Payment Schedule** and the status of any Change Orders, Modifications, bulletins and other relevant documents. In addition, Contractor shall prepare and submit to Developer, within five (5) business days following the end of each month, a monthly progress report (i) describing the Work completed during such month (including digital pictures demonstrating work completed), and (ii) identifying any deviations from the Project Schedule (provided that no identified deviations shall relieve Contractor of its obligations hereunder or constitute a waiver by Developer of any of its rights hereunder), together with an explanation of such deviation(s), a description of planned corrective action, and any anticipated changes in future performance dates relative to the Project Schedule**.** All diskettes and databases that were used to generate the planned and/or updated schedules shall be made available to the Developer or its agents as the Developer may request. The purposes of the updated construction schedules are: (1) to permit orderly planning, organization and execution of the Work; and (2) to set forth the expected sequence and duration of the Work. The submission of an updated construction schedule shall be for information only and shall, in no event, be deemed a request or approval by Developer for an extension of time to complete the Work. Contractor shall take all reasonable steps to ensure conformance to the most recent schedules approved by Developer.

(j) **Working Days and Hours.** Working days and hours are set forth in the Work Plan. If Contractor elects to perform operations in excess of those set forth in the Work Plan and Developer concurs, Contractor shall pay for all costs associated with the additional hours. Contractor shall obtain approval from Developer in writing prior to altering work schedule. All "off-hour" work permits are at the Contractor's sole cost and expense.

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(k) **Safety.** In order that the Work will be completed with the greatest degree of safety, Contractor shall conform to the requirements of the Occupational Safety & Health Act of 1970, as amended (OSHA), and the Construction Safety Act of 1969, as amended, and 2008 NEC Article 70E, including all standards and regulations that have been or shall be promulgated by the governmental authorities which administer such acts, and shall defend and hold harmless the Developer, the Owner, and all their employees, consultants and representatives harmless as a result of non-compliance. Contractor shall be responsible for all safety requirements relative to the Work. Contractor shall remove from the Project site any employee or subcontractor personnel that Developer or Owner or its property manager reasonably deems to be detrimental to the ongoing operation and occupancy of the Project site. In the event Contractor fails to keep the Project site free of unnecessary trash and debris from its operations, Developer shall notify Contractor in writing (which may be provided by facsimile or electronic mail), and if Contractor fails to cure the problem within twenty-four (24) hours of receipt of the written notice, Developer may hire other forces to remove the trash and debris and charge the cost against any funds otherwise due to Contractor.

Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be safety and the prevention of accidents, including the flagging and direction of traffic and pedestrians as needed. This person or persons shall be under the direct orders of the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Developer. Contractor shall report to Developer and Owner any injury to persons or property at the Project site within twenty-four (24) hours of the occurrence thereof.

Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety. All Roof loading will comply with the engineered Loading Plan provided by Developer. Contractor will use all precaution necessary to protect the existing roofing membrane from damage during loading.

(l) **Labor Harmony.** Contractor shall maintain workable and harmonious relations with its employees and among Contractor's employees and the employees of the subcontractors and sub-subcontractors and the employees of Developer. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give notice thereof, including all relevant information, to Developer, and Contractor shall take all steps necessary and within Contractor's control to prevent or end the labor dispute.

(m) **Cleanliness.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus material and shall decontaminate the work area in accordance with the requirements of the Contract Documents. If Contractor fails to clean up as provided in the Contract Documents, Developer may do so and the cost thereof shall be charged to Contractor.

(n) **Assignment.** Contractor will not assign this Agreement, or any portion thereof, or assign any money due or which may become due hereunder, without the prior written consent of Developer. In addition to constituting a default under this Agreement, any assignment or attempted assignment made in violation of this Article 17(n) will be null and void and the assignee will acquire no rights hereunder. If Developer consents to such assignment or Contractor subcontracts a portion of the Work under this Agreement, Contractor will continue to be (unless Developer issues Contractor a written release to the contrary) and the assignee will be bound by the terms of this Agreement including, without limitation, the insurance provisions contained herein. If an assignment is made in breach of this Agreement, Contractor is liable to Developer for all damages resulting therefrom. Notwithstanding anything to the contrary contained herein, Developer may assign this Agreement without the consent of Contractor upon proper notice - but Developer will continue to be liable for payments and other obligations owed to Contractor under this Agreement unless Contractor otherwise consents (such consent not to be unreasonably withheld, conditioned or delayed).

(o) **Successors and Assigns.** Subject to the provisions of Article 17(n) relating to assignment, this Agreement will be binding upon and extend to the benefit of the parties and their heirs, successors and assigns.

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(p) **Words and Meanings.** Words used herein will include the plural as well as the singular. Words used in the masculine gender include the feminine and neuter. The article headings used herein are for convenience only and will have no effect upon the construction or interpretation of any part of this document.

(q) **Survival.** All articles of this Agreement, which, from their sense and context are intended to survive the termination or expiration of this Agreement in order for them to have the meaning intended by the parties, will survive the termination or expiration of this Agreement.

(r) **Right to Audit.** Contractor will permit Developer to inspect, during normal business hours upon 24 hours' notice, those files and records that specifically relate to information pertinent to Contractor's compliance with the requirements of this Agreement including, without limitation, Contractor's compliance with the Governmental Requirements and Contractor's Standard of Performance as such relate to the Work as well as Contractor's payment of costs pursuant to Article 17(c) herein. Developer agrees that any such audit will be conducted in a manner that does not unnecessarily disrupt Contractor's normal business operations or violate any confidentiality obligations that Contractor may have to other customers. Contractor shall keep, maintain and preserve at its principal office throughout the term of this Agreement and for a period of three (3) years after the expiration or early termination of this Agreement, accurate records of the Work performed hereunder.

(s) **Severability.** If any provision of this Agreement is held to violate any applicable law, the invalidity of such specific provision herein will not be held to invalidate any other provision of this Agreement and the same will remain in full force and effect.

(t) **Waiver of Consequential Damages: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, A PARTY CAN OBTAIN ONLY ITS DIRECT CONTRACT DAMAGES FOR A BREACH OF THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY OR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, EMPLOYEES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS, COST OF CAPITAL OR INCREASED OPERATING COSTS, ARISING OUT OF THIS AGREEMENT WHETHER BY REASON OF CONTRACT, INDEMNITY, STRICT LIABILITY, NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF WARRANTY OR FROM BREACH OF THIS AGREEMENT.**

(u) **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A	Project Description
Exhibit B	Contract Documents
Exhibit C	Schedule of Values
Exhibit D	Payment Schedule
Exhibit E	Application for Payment Form
Exhibit F	Certificate of Substantial Completion Form
Exhibit G	Certificate of Final Completion Form
Exhibit H	Change Order Form
Exhibit I	Project Schedule
Exhibit J	Required Insurance
Exhibit K	Substantial Completion, Final Completion, Commissioning and System Acceptance Testing
Exhibit L	Form of Waiver and Release of Lien Upon Partial Payment
Exhibit M	Form of Waiver and Release of Lien Upon Final Payment

(v) In the event of a conflict between the terms and conditions set forth in this Agreement with the terms and conditions in any of the foregoing exhibits, the terms and conditions of this Agreement will govern and the conflicting terms contained in the exhibit will be disregarded.

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(w) **Set Off.** Notwithstanding any other provision in this Agreement, Developer shall be entitled to set off against any amount it owes Contractor under this Agreement any amount(s) that Contractor owes to Developer under this Agreement.

(x) **Definition of Substantial Completion.** Substantial Completion shall be achieved when (i) the Work has been completed in accordance with the requirements of this Agreement, (ii) the Project has been properly constructed and installed, is mechanically, electrically and structurally sound, and can be used safely and reliably, (iii) utility interconnection for the Project has been completed and approved by the local electric utility and acceptance by Owner of the Work has been provided, (iv) utility interconnection, start up, Commissioning Work and System Acceptance Testing, including a verification of kW design output, and all other Substantial Completion tasks set forth in Exhibit K ("**Substantial Completion, Final Completion, Commissioning and System Acceptance Testing**") have been fully and finally completed, (v) Contractor has certified to Developer that Substantial Completion has been achieved by executing the Certificate of Substantial Completion in the form attached hereto as Exhibit F, (vi) the Project has achieved commercial operation and is available for full commercial operation, safely and in compliance with all Governmental Requirements, and the Project and its operation comply with all permits issued with respect to the Project, except for those permits that are not required for safe operation of the Project, (vii) Developer has approved the Certificate of Substantial Completion and (viii) Developer has received lien releases or waivers from all potential lien claimants (at any tier, but excluding Contractor) involved in the performance of the Work in the form attached hereto as Exhibit M ("**Form of Waiver and Release of Lien Upon Final Payment**"). Upon receipt of Contractor's Certificate of Substantial Completion, Developer shall verify and advise Contractor within ten (10) business days that Developer, in its reasonable judgment based on the Developer's independent verification, agrees that Substantial Completion has been achieved. If Developer fails to provide written notice that Developer does not accept that the Project has reached Substantial Completion within such ten (10) business day period, then the Project will be deemed to have reached Substantial Completion. Any written notice that Developer delivers that it does not accept that the Project has reached Substantial Completion shall specify all of the reasons for such determination by Developer.

(y) **Definition of Final Completion.** Final Completion shall be achieved when (i) Substantial Completion has been achieved, (ii) all punch list items (including those identified during the quality/acceptance walkthrough set forth in **Substantial Completion, Final Completion, Commissioning and System Acceptance Testing**) have been completed to Developer's satisfaction, (iii) all Final Completion tasks set forth in **Substantial Completion, Final Completion, Commissioning and System Acceptance Testing** have been fully and finally completed, (iv) Contractor has certified to Developer that Final Completion has been achieved by executing the Certificate of Final Completion in the form attached hereto as Exhibit G, (v) Developer has approved the Certificate of Final Completion and (vi) Developer has received lien releases or waivers from the Contractor and all potential lien claimants (at any tier) involved in the performance of the Work in the form attached hereto as **Form of Waiver and Release of Lien Upon Final Payment.** The Final Completion tasks are described above and in **Substantial Completion, Final Completion, Commissioning and System Acceptance Testing.** Upon receipt of Contractor's Certificate of Final Completion, Developer shall verify and advise Contractor within twenty (20) business days that Developer, in its reasonable judgment based on the Developer's independent verification, agrees that Final Completion has been achieved. If Developer fails to provide written notice that Developer does not accept that the Project has reached Final Completion within such twenty (20) business day period, then the Project will be deemed to have reached Final Completion. Any written notice that Developer delivers that it does not accept that the Project has reached Final Completion shall specify all of the reasons for such determination.

(z) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of law principles.

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(cc) **Force Majeure.** For purposes of this Agreement, "**Force Majeure Event**" shall mean Acts of God; war; acts of the public enemy; terrorism; riot; civil commotion; sabotage; extreme weather events (but shall not include weather events which occur or are reasonably expected to occur in the relevant area); federal, state, or municipal action or regulation; general strikes unrelated to affected party's practices, methods or dispute with labor; fire; floods; epidemics; earthquakes; quarantine restrictions; embargos; or hazardous materials existing on the Project site prior to mobilization by Contractor or its subcontractors to such site, but only if and to the extent that (a) such circumstance or event, despite the commercially reasonable exercise of due diligence, cannot be prevented, avoided or removed by the affected party, (b) such circumstance or event is not due to the affected party's negligence or willful misconduct, (c) such circumstance or event is not the result of any failure of the affected party to perform any of its obligations under this Agreement, (d) the affected party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof upon its occurrence, and (e) the affected party has given the other party prompt written notice under this Agreement describing such circumstance or event, the effect thereof and the actions being taken to comply with this Agreement.

For the avoidance of doubt, an inability to pay a party or its suppliers or subcontractors is not a Force Majeure Event. Force Majeure also shall *not* include (i) shortages, cost increases, delays, breakage, improper handling, failures or unavailability of equipment or materials, except to the extent directly resulting from any cause described the in the next preceding paragraph, (ii) shortages, unavailability or cost increases of labor or manpower, (iii) financial problems of the affected party (including, in the case of Contractor, subcontractors) or acts, events or conditions to the extent arising therefrom, (iv) strikes, labor disputes, boycotts or lockouts directed against Contractor or any subcontractor, except as part of a national or regional strike, or (v) unfavorable weather, except weather events under which performing the Work would not be safe.

(dd) **Title and Risk of Loss.** Title to all Work completed or in the course of construction and to all materials and equipment as to which full payment has been made by Developer or which has been incorporated into the Project shall be in Developer, but this shall not affect Developer's right to require the correction of defective or non-conforming Work, nor relieve Contractor of any other obligation arising under this Agreement. Contractor shall bear the risk of loss to the Work until the earlier of: (i) the date Contractor achieves Substantial Completion, and (ii) the date Developer or Owner takes care, custody and control of the Work (or applicable portion thereof) or otherwise begins operating the applicable portion of the Project in which the Work is incorporated (at which time risk of loss shall pass to Developer). Work performed by Contractor hereunder shall be delivered complete and undamaged to Developer at the time risk of loss transfers.

18. **CONFIDENTIALITY.** If either party provides confidential information, which includes business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, cost structures, operation and maintenance of the System or of either party's business and other information contained herein ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a party learns Confidential Information regarding the facilities or plans of the other, the receiving party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and Affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each party shall be liable (with respect to the other party) for any breach of this provision by any entity to whom that party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article 18. All Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed after the receiving party's need for it has expired or upon the request of the disclosing party.

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(a) **Permitted Disclosures.** Notwithstanding any other provision herein, neither party shall be required to hold confidential any information that:

(i) becomes publicly available other than through the receiving party;

(ii) is required to be disclosed by a governmental authority, under applicable law or pursuant to a validly issued subpoena, but a receiving party subject to any such requirement shall promptly notify the disclosing party of such requirement;

(iii) is independently developed by the receiving party; or

(iv) becomes available to the receiving party without restriction from a third party under no obligation of confidentiality.

(b) **Advertising.** The Contractor's employees, or agents shall not use the Host's or Developer's name, photographs, logo, trademark, or other identifying characteristics or that of any of the Host's or Developer's subsidiaries or affiliates without Host's and Developer's prior written approval. Contractor shall not display, install, erect or maintain any advertising or other signage at the Project site without the Developer's prior written approval, except as may be required by law. The Contractor shall not cause to be published any advertisement nor issue any press release regarding the Project without coordinating with the Developer at least fifteen (15) days prior to such publication or release.

(c) **Enforcement of Confidentiality Obligation.** Each party agrees that the disclosing party would be irreparably injured by a breach of this Article 18 by the receiving party or its Representatives or other Person to whom the receiving party discloses Confidential Information of the disclosing party and that the disclosing party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 18. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 18, but shall be in addition to all other remedies available at law or in equity.

19. **OTHER AGREEMENTS.** If there are one or more other agreements between Developer and Contractor, or any affiliate of Contractor, concerning this or any other construction project ("**Other Agreements**"), any breach by Contractor or its affiliate under the terms of any of the Other Agreements, will be considered, at the option of Developer, Default under this Agreement and all Other Agreements. Default under this Agreement will be considered, at the option of Developer, a breach of all Other Agreements. If Developer declares a Default under this Agreement because of a breach of an Other Agreement as provided above, then Developer will be entitled to the remedies provided in this Agreement and Developer may withhold money due or to become due to Contractor under this Agreement and apply the same toward payment of any damages suffered or amounts otherwise due from Contractor pursuant to such Other Agreement. Likewise, in the event Developer declares a breach of any Other Agreement due to a breach of this Agreement, Developer will be entitled to withhold monies due under such Other Agreement to Contractor and apply the same toward payment of any damages suffered or amounts otherwise due from Contractor pursuant to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the later of the two dates set forth below.

Centurion Solar Energy LLC

By: /s/ Albert G. Rojas
Name: Albert G. Rojas
Title: CEO
Date: December 4, 2020

Phytoplankton Ponus Ridge Solar LLC

By: /s/ Daniel Giuffrida
Name: Daniel Giuffrida
Title: manager
Date: December 4, 2020

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT A

Project Description

1	Project Description:	299.4 kWDC roof-mounted solar project
2	Address:	769 Ponus Ridge Rd, New Canaan, CT 06840
3	Size:	299.4 kWDC / 240 kWAC

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT B

Contract Documents

1. SCOPE OF WORK AND SUBMITTAL REQUIREMENTS

a. Administrative

i. Contractor shall be responsible for providing all Appropriate Certificates of Insurance (requirements to be provided separately by Developer).

ii. Contractor shall notify and seek approval from Developer of any variation from Construction Documents.

iii. Contractor shall provide Developer with daily updates (Manpower, work completed, and visual aids).

iv. Contractor shall provide Developer with weekly schedule updates.

v. Contractor shall be responsible for completing weekly safety meetings and filing supporting documentation.

vi. Contractor shall hold weekly progress meetings to ensure compliance with scope, schedule, health and safety, etc. and make corrective actions if requested by Developer.

vii. Contractor shall provide all tools, material and equipment necessary to perform the Work. Contractor assumes all liability for the security and integrity of all equipment and material stored at jobsite and will provide sufficient equipment, manpower, and/or overtime, at no increase to Contract Price, to maintain the rate of installation required to accommodate the Project schedule.

b. Health & Safety

i. *For the avoidance of doubt, and not in limitation of the foregoing, Contractor shall comply with all OSHA, local fire department, state, local, NEC, and NFPA regulations applicable to this Scope of Work*

ii. Personal protection equipment (PPE) to be worn as required by OSHA and local codes.

iii. Contractor shall be responsible for the prevention of accidents and injury in the vicinity of or connected with the work.

iv. Contractor agrees to comply with all Federal, State, Municipal, and Local Laws, Ordinances, rules, regulations, codes and other requirements concerning safety, including but not limited to all OSHA requirements, and with all safety standards of Developer or Property Owner.

v. Smoking shall be prohibited on construction site and any other area prohibited by property management.

vi. Contractor to be aware that the installation is taking place in a public area and workers are to be mindful and respectful as such. Inappropriate behavior or language shall not be tolerated.

vii. Contractor will be mindful of property. Contractor will be responsible for any damage to structure including leaks that happen as a result of installation.

viii. If Contractor becomes aware of any safety or environmental hazards, Contractor shall stop work and notify Developer and take immediate action if necessary to prevent further damage.

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c. Site Logistics

i. Contractor is responsible for all equipment delivered to site from Developer in addition to Contractor's own materials, including but not limited to handling, receiving, unpacking equipment, etc. To receive delivery Modules, Inverters and Racking, Contractor will have a forklift onsite for a total of 3 days on days agreed upon by the Developer.

ii. Deliveries must be coordinated with the assigned Developer's Project Manager and cannot impede normal activities, traffic, or parking or inconvenience customers or tenants in any way.

iii. Contractor shall stage entire work area in accordance with the site and construction plans to properly ensure worker and passer-by safety including but not limited to temporary barriers, project and safety signage, vehicular barriers, etc. Contractor will attend a pre-construction meeting with Developer to develop and confirm site and construction plans for the Project. Such site and construction plans will be agreed to by Contractor and Developer in writing.

iv. Contractor shall place tarps on equipment including but not limited to panels, racking, and other materials as directed by Developer.

v. Contractor shall ensure all materials are secured and stored at the end of each day.

vi. Contractor shall be responsible for any equipment including but not limited to cranes, booms, man lifts, rental equipment, and sanitation facilities necessary.

vii. Contractor shall be responsible for onsite security equipment including but not limited to lock boxes, storage containers, and/or storage fencing.

viii. Contractor shall be responsible for all due diligence prior to digging, if applicable, including coordinating utility mark outs and one calls/call before you dig. Contractor shall also be responsible for renewing all mark-outs for the duration of the project. Mark-out tickets shall be submitted to Developer for information only within 48 hours.

ix. Contractor shall keep the Project site clean and secure.

d. Site Cleanliness

i. Contractor is responsible for providing dumpsters, offsite hauling, pallet returns, packaging trash collection and any other trash disposal services required to perform work.

ii. Contractor shall ensure that site is presentable and all debris is placed in garbage container at the end of every day. The site shall also be left broom clean daily and upon close out.

iii. Contractor shall maintain a clean worksite acceptable to Developer.

e. Scope of Work

i. Contractor shall provide all labor, tools, material, equipment and supervision required to complete scope of work listed below in compliance with all applicable codes and standards, submittals, final project drawings, and specifications. Any variation from Construction Documents will require Plankton approval.

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ii. PV Panel and Racking Installation:

1. Install all modules and panel clamps and any associated racking hardware for grounding the panels and panel rows.

2. Ensure all panels are properly fastened and torqued to manufacturer specifications with panel clamps.

3. Installation of slip sheets (materials cut to width and delivered to site by others).

4. All ballast must be placed exactly according to construction plan specifications.

iii. PV Panel Wiring:

1. Connect panels into proper strings and install PV string homerun wires using consistent and good wire management practices.

2. Contractor shall provide wire management and protection materials.

3. No wiring shall be in direct contact with metal edges or roof.

4. Wires crossing between rows of panels shall be protected with sleeves and/or conduit. Provide all necessary material to complete PV Panel Wiring.

5. PV Panel wiring shall be labeled as designated on the Constructions Documents. Wire type shall be consistent and installed as specified by Construction Documents.

6. All wiring shall be neat and tight with no excess slack.

iv. PV Combiner Boxes/Connection Units (if applicable):

1. Provide all fusing necessary for combiners box/connection units as required by manufacturer.

2. Pull out and test all fuses from each combiner box/connection unit and ensure they are all continuous.

3. Contractor shall then store all fuses in a dry zip lock bag labeled, with the combiner box/connection unit identification and placed in a safe and dry location and only reinstall the fuses during commissioning.

4. Provide all material to mount the combiner box/connection unit as specified on Construction Documents.

5. Provide required equipment grounding from combiner box/connection unit to racking system.

6. Ensure that water tight hubs are used for all entries.

7. Ensure that penetration is from the bottom of the combiner box/connection unit.

8. Provide all required material to install PV output circuit wiring from the combiner box/connection unit into the designated DC inverter inputs.

9. PV output circuit wiring shall be labeled as designated on the Construction Documents.

10. Ensure all inputs are torqued and marked to manufacturer specifications.

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v. String Inverters:

1. Provide all inverter fusing necessary as required by manufacturer.
2. Pull out and test all fuses from each string inverter and ensure they are all continuous.
3. Contractor shall then store all fuses in a dry zip lock bag labeled, with the string inverter identification and placed in a safe and dry location and only reinstall the fuses during commissioning.
4. Verify all clearances are met around string inverters.
5. Provide and install inverter racking/mounting system per Construction Documents specification
6. Install all inverters at designated location specified in Construction Documents
7. Ensure that water tight Myers hubs are used for all entries.
8. Ensure that penetration is from the bottom of the string inverters.
9. Provide AC conductors from Inverters to the respective AC subpanel specified in the Construction Documents.
10. AC conductors shall be labeled and color coded per Construction Documents and applicable codes.

vi. AC Equipment:

1. Furnish and Install the AC equipment and all required materials for installation, including but not limited to the breakers.
2. Verify all clearances are met around AC equipment.
3. Provide and install AC equipment racking/mounting system per Construction Documents specification.
4. Install all AC Equipment at designated location specified in Construction Documents.
5. Ensure that water tight Myers hubs are used for all entries.
6. Ensure that penetration is from the bottom of the AC equipment.
7. Provide AC conductors to and from AC equipment as specified in the Construction Documents.
8. AC conductors shall be labeled and color coded per Construction Documents and applicable codes.

vii. Interconnection:

1. Provide all wires and equipment required to interconnect the PV system to the point of interconnection.
2. Coordinate with the utility to satisfy all utility requirements for interconnection and notify Developer two weeks in advance of the actual interconnection.
3. Furnish and install any required CT cabinets and associated equipment.

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4. Any meters or related equipment shown on plans or required by Utility are to be supplied by Contractor.

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viii. Equipment Grounding:

1. Provide all grounding material to ground and bond each row of panel racks to ground rod.

2. Provide all grounding material to properly ground and bond all electrical equipment metal racks, inverters, switchboards, panelboards, transformers, and equipment pads.

3. Provide all grounding material to properly ground and bond all fencing, if applicable, under power lines or fencing within 6’ of any electrical equipment. All fence gates, if applicable, shall be properly grounded and bonded.

4. Exothermic (CAD) weld to Service GEC, when applicable.

5. All grounding to comply with NEC and Construction Documents

ix. Data Monitoring:

1. Ensure that CT’s are installed in the correct orientation.

2. Provide all materials required to install the data monitoring system at locations identified on the final Construction Documents. The weather station shall not shade any part of the array and the pyranometer of the solar array shall be installed in the same tilt and orientation as the array.

3. Pyranometer shall be installed in an area where it is not shaded.

4. Contractor responsible for all monitoring configuration coordinated with DAS provider. Contractor shall install monitoring system in accordance with drawings provided by DAS provider.

5. Data monitoring system should be up, running and providing data to our servers for all system components, including but not limited to every inverter, meter, and all components in weather station.

6. For each subsystem, Contractor shall test and ensure that the difference between the sum of the inverter-level generation and the revenue grade meter output is no greater than +/-2.5%.

x. Signage and Labels

1. Provide arc flash labels for all electrical equipment with operating voltages greater than 50V per NEC 110.16.

2. Provide cable labels at each end of all conductors including DC conductors utilized in the PV Module string circuits and for conductors between combiners/connection units, if applicable, and string inverters that uniquely identify the cables and are traceable to the electrical drawings.

3. Provide and apply all labels on electrical system components per NEC, Construction Documents and AHJ and local electric utility requirements, including without limitation strings (including those that are field wired rather than wired using pre-made harnesses), inverter, junction, AC load system, and subpanels.

4. Provide weather rated/UV protected labels for each equipment enclosure, relay, switch, and device; as specified per Construction Documents.

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xi. Miscellaneous:

1. Roof penetrations must be done by a manufacturer certified roofer. All penetrations must be sealed the same day they are created.
2. Any roof protection walk pads covered by the array must be re located/replaced outside of the array.
3. Furnish and install all pull boxes, trenching, vaults, meter pans and connections required by utility.
4. All electrical pull boxes/enclosures/AC load centers or similar supplied by Contractor will be NEMA 4 if there are wire terminations. Enclosures with no terminations may be NEMA 3R.
5. All EMT connectors shall be compression rain tight type installed as per manufactures instructions and have factory rain tight stamp showing.
6. Install bollards, equipment pad and permanent fencing as required per drawings.
7. Core drilling if required.
8. No splices are allowed unless approved by Developer in writing.
9. Thermal expansion fittings shall be bonded with bonding jumpers.
10. Install Thermal expansion fitting per NEC requirements.
11. If trenching is required, backfill shall be free of the following including but not limited to rock, wood, roots, vegetative matter, etc.
12. Contractor shall perform the Work so that there is no water intrusion into combiners, junctions or inverters.
13. EMT conduits shall be compression coupled. Once coupled all conduits shall be marked at the connection point between couple and conduit with a marker prior to wire pull. Once wire has been pulled through the conduit, Contractor shall ensure that the mark did not move from where it was initially marked. If mark is moved, conduit shall be repaired and corrected to its initial mark location.

f. <u>Inspection/Testing</u>

i. Contractor shall ensure that data monitoring system and all components are up, running and providing data to data monitoring providers servers.

ii. Contractor shall be responsible for all testing required by municipality and utility.

iii. Contractor shall be responsible for calling, scheduling, and attending any required inspections.

iv. Quality Assurance/Quality Acceptance walks shall be scheduled and attended per **Substantial Completion, Final Completion, Commissioning and System Acceptance Testing.**

v. Complete and document system performance testing including but not limited to Solmetric PV Analyzer or Seaward PV150, string testing, and megger testing of all runs including strings. Contractor shall provide five (5) days advance notice to Developer of megger testing. Megger testing results shall be recorded by Contractor. Contractor shall provide Developer with a report detailing all performance testing as soon as reasonably practicable after testing is completed.

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vi. Contractor is responsible for all remedies to bring the system into compliance.

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g. Close-out

i. Contractor is responsible for providing all system documentation; commissioning reports, redlines to drawings, equipment cut sheets and manuals, inspection cards and signoffs sent electronically as well as original hard copies.

ii. Correction of Plankton, Utility, and QA/QC punchlist items will be Contractor's responsibility.

iii. Contractor shall be responsible for restoring the site to its original state including but not limited to landscaping, backfilling on trench, and repaving of roads.

iv. Contractor shall provide as-built redlines to the Project engineer of record indicating proper stringing.

v. Excludes LED lighting fixtures, panel upgrade, combiner boxes, switch gear and vault and UL re- certification of electrical panel

2. Materials supplied by Developer

a. PV modules

b. Inverters

c. Racking Systems and standing seam roof clamps

d. Monitoring system as indicated on plans. If none noted on plan, check with Plankton for specifications

e. Power Optimizers

All materials necessary to complete the work other than those noted in the above section, **Provided by Developer**, are to be supplied, installed, and commissioned by the Contractor in accordance with any manufacturer's instructions and requirements. All materials supplied must be listed for their purpose. Incidental materials required to incorporate equipment provided by Developer shall be included by Contractor.

Material selection is an important key to achieving the design lifetime, which shall permit the operation of the system for 25+ years. Contractor supplied materials shall be selected to withstand exposure to an outdoor environment with large temperature swings, rain and other moisture, wind-blown dirt and debris, galvanic corrosion, and UV degradation for the intended Project lifetime. Contractor structural materials shall be generally galvanized steel (ASTM 123), stainless steel or aluminum. All materials and construction methodology and workmanship should be completed in such a fashion that is in accordance with a 25 year system lifetime and should not be done in a fashion where anything is significantly degraded by normal wear and tear in significantly less time than the system life.

Notes on Equipment provided by Contractor:
Contractor shall provide all tools, material and equipment necessary to perform this work. The Contractor assumes all liability for the security and integrity of all equipment and material stored at jobsite.

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3. CONTRACT DRAWINGS

Revised Construction Documents prepared by ArcDesign Engineering, dated 12/29/20, titled: “West Elementary School Drawing Issue 12292020 – Stamped”

Consisting of the following sheets:

A-1	Title Sheet
A-2	Module Layout
A-3.1	Roof Section 1
A 3.2	Roof Section 2 & Roof Section 3
E-1	Single Line Diagram
E-2	Labeling
E-3	Electrical component cutsheets

4. CONSTRUCTION PROJECT MANAGEMENT AND SITE REQUIREMENTS

a. It is the responsibility of Contractor to build all aspects of the Project as depicted in the Project drawings and documents in accordance with this Agreement. This includes the electrical system from the modules through the point of delivery to the point of interconnection.

b. Construction Management and Quality Control

i. Construction management shall be provided by Contractor

ii. Contractor shall supply all labor, tools, machinery, equipment and equipment transportation for all Work.

iii. Contractor shall supply all necessary facilities to accommodate site coordination meetings, Developer visits and its representative, sanitary facilities, and drinking water for Contractor’s personnel on the Project site.

iv. Contractor shall keep the Project site clean and orderly throughout the duration of construction up to Final Completion by performing daily clean-up. During such time, all trash and rubbish shall be disposed of off-site by licensed waste disposal companies and in accordance with Governmental Requirements.

v. Until Substantial Completion, Contractor shall maintain a copy of all drawings, specifications, permits and vendor installation manuals at the Project site.

vi. Redlines shall be maintained on a not more-than-weekly basis. Final redlines shall be completed in a reasonable amount of time following date when the AHJ does final inspection and sign off.

vii. Contractor shall be responsible for storage and maintenance of all installed equipment. Until Substantial Completion, copies of all installed equipment maintenance records shall be kept at the Project site and included in the turnover packages.

viii. Contractor shall provide permanent equipment marking, labeling and signage for the Project during construction. Warning signs shall be placed at key areas near equipment, at Project entrances and where required by Company or its representative.

ix. Contractor shall ensure that all permanent, temporary and sub-contracted personnel are provided with, are trained to use, and are using, appropriate personal protective equipment (“PPE”) and safety equipment as necessary to execute the work in a safe and workmanlike fashion. Safety shoes, hardhats and safety glasses shall be worn at all times as a minimum.

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x. Contractor shall recognize and respect any properties adjacent to or part of the Project site and shall use reasonable efforts to minimize disruption to those neighbors, which may include but is not limited to traffic control, trash control, noise control, dust control, etc.

c. Project Site

i. Contractor will coordinate with Developer and Owner/Host in advance when trenching is performed, when lay down areas are determined, when major shipments are planned, or any other activities that might impact the Host's business operations.

ii. All photovoltaic arrays, ancillary structures, storage yard, and fencing shall be built in the locations and orientations set forth in the Site plan and Site layout drawings and in accordance with the design specifications.

iii. All photovoltaic arrays, ancillary structures, storage yard, and fencing shall be built in the locations and orientations set forth in the Site plan and Site layout drawings and in accordance with the design specifications.

iv. Contractor shall return paved driving and other affected surfaces and the grounds affected by the solar installation back to pre-existing conditions.

v. Contractor shall use the laydown and storage areas set forth in the Site plan and Site layout drawings or as communicated to Contractor by Developer and/or Owner during the pre-construction meeting.

d. Solar Installation (Not applicable to Canopy supply and erection)

i. Electrical solar array work shall be performed in accordance with technical specifications and drawings, which include installation of modules, wire harnesses, termination boxes, array feeders, ground grid, power stations and all electrical connections.

ii. Structural solar array works shall be performed in accordance with technical specifications and drawings, and solar module manufacturers specification, which includes but limited to installation of the primary post, header, binder, crossbeam, and cable tray.

iii. Modules shall have their serial numbers recorded as they are installed, grouped and listed by string.

iv. If modules are delivered with power tolerance binning or other specific module power rating, they shall be installed in strings of like kinds and in such a manner to minimize module mismatch on each string.

e. Design Specification (Not applicable to Canopy supply and erection) Unless otherwise approved by Developer in advance of the execution of this Agreement, the following specification and standards will apply. Only products (specifically modules, inverters, racking and mounting solutions, monitoring equipment, combiners, meteorological hardware and metering equipment) that have been approved by Developer shall be used in the construction of the Project. In addition, components of the Project shall meet the specifications below:

i. Grounding

1. The Project and its components shall be grounded in full accordance with the requirements of the 2011 edition of the National Electrical Code or 2014 edition of the National Electric Code, as required to comply with the applicable law of the jurisdiction where the Project is located. However, the Project and equipment grounds shall be kept separate and shall not be shared.

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ii. Enclosures

1. Enclosures installed indoors shall be NEMA 1 or better.
2. All enclosures located outdoors shall be NEMA 3R or better.
3. All enclosures containing monitoring equipment (dataloggers, meters, network communications equipment) shall be located indoors if at all possible. NEMA 4 enclosures shall be required for monitoring equipment located outdoors.
4. Medium voltage (MV) and low voltage (LV) switchgear, MV and LV motor control centers (MCC), inverters, DC systems (battery and charger systems), DC and AC distribution panels shall be pad-mounted, with NEMA-3R rated enclosures and fenced.

iii. Conduit

1. Rooftop conduit shall be EMT with compression connections or in cable trays. In places where conduit could be subject to physical damage, for example down the side of the building, the conduit shall be rigid galvanized steel (RGS). Aluminum, PVC schedule 80, or PVC-coated conduit can be used in corrosive areas.
2. Underground conduits are to be schedule 40 PVC with PVC sweeps direct buried rated or concrete encased rated. Underground conduits may be direct buried in areas that do not require concrete encased duct banks for structural considerations.
3. Conduit shall be rigid type where called for by Code to meet UL 1242 and ANSI C80.6
4. All steel conduit shall be hot dip galvanized.
5. In no case shall conduit be less than that called for by NEC.
6. EMT shall be manufactured to UL 797 and ANSI C80.3
7. With the sole allowable exceptions of: (a) module-to-module interconnection wiring within a string; (b) string home-run wiring to combiner boxes (provided such home-run wiring is neatly bundled and routed below modules, such that it is rendered inaccessible and protected from damage and decay) and (c) string home-run wiring to string inverter, all wiring, including otherwise exposed home-run wiring into combiner boxes, shall be contained within an appropriate, non-flexible, corrosion-proof, metallic raceway system. Cable tray, electrical metallic tubing (EMT), and rigid conduit are acceptable raceway materials.
8. Cable trays shall be used unless otherwise specified by Developer or unless otherwise required by applicable law, codes or AHJs,

iv. Wire & Conductors

1. Code compliant design will cover the type of conductors to be used in each situation.
2. Wiring runs between major items of equipment and between PV modules (i.e., a string, combiner boxes, disconnects, inverters, utility interconnection, and energy monitoring system (EMS) devices shall be continuous. Intermediate splicing is forbidden.

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3. When in conduit, conductors shall be USE-2 or THWN-2 (Thermoplastic Heat and Water Resistant Nylon Coated wire is permitted) or of a higher standard.

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4. All conductors shall be sized per the most current NEC code.

5. All conductors used for data communication will be a stranded copper #18-22 twisted pair shielded wire (Belden 1120A or approved equivalent).

6. All conductors used for data communication will be a stranded copper #18-22 twisted pair shielded wire (Belden 1120A or approved equivalent).

7. Wires (a) shall be in accordance with the engineering specifications for the Project in terms of size, model, wire type and connectors, (b) shall be 90 degree C° minimum rated and (c) shall be XHHW-2 or THWN-2 wiring, as appropriate.

v. Fasteners and Wire Management

1. Marine grade UV stable plastic zip ties must be used for wire management technique, specifically including any locations where the zip tie is exposed to direct sunlight.

2. Wires shall be laid so that (a) they are neat and tight with no excess slack, (b) no wires are touching the roof or sharp edges and (c) they are secure to the racking or modules. All wires should be managed in a way that is neat and orderly, and strung high, tight, and secured such that there is no significant slack in the wires, such that the wires are not bent at angles to touching other components of the system or building creating a setting conducive to abrasion, faults, or any safety hazard.

vi. Fuses

1. Fuses for disconnects to be current limiting UL class J, RK1 or RK5 and of the appropriate voltage, delay or non-delay characteristic, and current rating to provide complete short circuit and overload protection per NEC sections regarding component selection.

2. Fuses located in the combiner boxes protecting PV string branch circuits shall be UL listed 600V or 1000V DC rated, be in “finger-safe” type fuse holders providing load break disconnect capabilities when changing fuses. Midget fuses and fuse holders used in these circuits must be fully DC rated and adequate DC short circuit withstands and let-through capability must be provided for all power situations including “back-fed” conditions.

vii. Nameplates

1. All equipment, panels, boxes and associated equipment shall be clearly labeled with engraved phenolic nameplates. Contractor shall submit the proposed nameplates with desired labeling for approval prior to installation.

2. Signs shall be weather-proof, corrosion-proof, UV-stabilized and fade-resistant and shall have a twenty-five year design life. Signs shall be attached using non-corrosive materials throughout suitable for a minimum of twenty-five year service life in the placement location, Any degrading signage, or failing attachment mechanisms, will be subject to warranty replacement at Subcontractor’s expense

3. Install engraved signs as above for instruction or warning identifying that the Project is operational on the premises at appropriate locations and that there are potentially multiple power sources on the premises.

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4. Provide identification of all DC power circuits on switches and clearly identify individual module strings in DC combiner boxes. Use appropriate wire color-codes (e.g., red and black) for positive and negative circuits.

5. Modules must include serial numbers or serial number bin codes in such a position as to be easily visible when installed.

6. Signage will include signage called out in article 690 of the 2008 NEC and, where not overridden by the 2011 NEC or by applicable local law, the State Office of the State Fire Marshall Solar Photovoltaic Installation Guideline (if applicable).

7. No signs or nameplates will be posted on the Project except for those required by the 2011 NEC, or any authorities having jurisdiction.

8. Signage will include signage called out in article 690 of the 2011 NEC and the CA Fire Marshall Draft PV Specifications.

5. CONTRACTOR'S PERFORMANCE

a. Contractor shall perform in a good and workmanlike manner all the Work specified or reasonably implied in this Agreement and the reasonable directions of Developer as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in this Agreement, everything necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including all materials, labor, tools, equipment, apparatus, water, lighting, power, transportation, superintendence, temporary construction, and all other services and facilities of every nature necessary or appropriate for the execution of the Work. Details which are not specified in this Agreement shall be performed by Contractor at no extra cost if such details may reasonably be inferred from prevailing custom or trade as being required to satisfy the requirements of this Agreement.

b. Contractor shall designate an on-site representative who shall be deemed to have full authority to act for Contractor. The representative must be able to effectively communicate with the persons performing the Work for Contractor in the languages spoken by those persons and must be capable of speaking with Developer or building managers or tenants in a "customer-friendly" manner. The continuance of this individual in that role will be subject to the continuing approval of Developer.

c. Contractor shall assure that all persons entering the work site will have proper PPE. Contractor shall have a person on site designated as the safety authority and must supervise all workers to assure their perform work in a safe manor and in compliance with OSHA and local safety requirements. Contractor shall provide a safety plan complete with on and off site emergency contacts and maintain a safety log that can be reviewed by the Developer Construction Manager. Contractor shall provide a safety plan to Developer prior to mobilization.

d. Contractor shall perform the Work in accordance with the following:

i. All equipment, tools, other construction aids and materials utilized by Contractor shall be of good quality and in good working order. Contractor shall submit material safety data sheets for all chemical and hazardous substances used in the Work, and shall give Developer at least 24 hours advance written notice each time any chemical or hazardous substances are to be brought onto the Project site. If, in the opinion of Developer, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be solely responsible for and shall safeguard all equipment, tools, supplies, other construction aids and materials at the Project site.

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ii. The use of public roadways and properties for the parking of employee vehicles and construction equipment and for receiving and placement shall be in accordance with the applicable laws and ordinances. Adjacent private properties shall not be entered or used without the written consent of the property owners.

iii. Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the Work and the Project site free from burnable trash and debris, and shall exercise every precaution against fire, including posting a fire watch, with appropriate fire-fighting equipment, during all welding and burning operations.

iv. Any modifications made by Contractor to the Project site shall be of a quality no less than the quality of the building on which the Project is located.

v. At no time shall Contractor disturb or use any of the tenant or Owner facilities at the Project site, including parking or bathrooms.

vi. Contractor shall not place any rubbish or equipment in any area where it could fall or be blown off the roof of the buildings at the Project site. If windy conditions exist, Contractor shall use safety netting and securely tie down items on the roof.

vii. Contractor shall leave the Project site in an orderly and broom clean condition.

viii. Contractor shall comply with all laws, AHJ codes and conduct its business in an ethical and good faith manner.

ix. Any damage to the building roof at the Project site, regardless if such damage was caused by the Contractor or not, shall be deemed to have been caused by Contractor and Contractor shall repair such damage within 48 hours of notice by Developer at Contractor's sole expense unless such damage is marked and written notice thereof is submitted with photos to Developer prior to Contractor's mobilization to the Project site.

e. Contractor shall arrange and pay for the delivery of all services and operating consumables necessary to perform its obligations under this Agreement.

f. Contractor shall be responsible for supply and disposal of all chemicals used in any cleaning processes

g. Developer shall arrange with the assistance of Contractor for permission to interconnect the Project with, and as part of the Work Contractor shall interconnect the Project with, the facilities of the local utility and applicable governmental authorities in accordance with the requirements of the local utility and applicable governmental authorities.

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT C

Schedule of Values

Cost Code	Description	Quantity	Unit	Unit $	Total Cost
9001	Labor & Electrical BOS + String Wiring	1	LS	$0.70/watt DC	$ 209,587
	CONTRACT TOTAL:				$ 209,587

Refer to **Exhibit D** **Payment Schedule** for payment draw schedule.

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT D

Payment Schedule

1. **Application for Payment/Draw Schedule.** The Contract Price as described by the Schedule of Values contained in **Schedule of Values** will be paid as per the following application for payment/draw schedule:

Draw 1:	Mobilization	10.0%	$ 20,958.70
Draw 2:	100% Racking Installed	30.0%	$ 62,876.10
Draw 3:	Modules Wired	20.0%	$ 41,917.40
Draw 4:	Inverters Installed, Wired & Monitoring Installed	20.0%	$ 41,917.40
Draw 5:	Substantial Completion	10.0%	$ 20,958.70
Draw 6:	Final Completion	10.0%	$ 20,958.70
	Total Contract Price	100.0%	$ 209,587.00

2. **Retainage.** No individual invoice retainage will be held.

3. **Contract Price.** The Contract Price is determined pursuant to the Schedule of Values set forth on Exhibit C.

4. **Draws.** No partial payment releases will be considered for any draw request; all work contemplated on the draw request must be deemed complete. Confirmation of completed work associated with each Draw will be as outlined in #5, below.

5. **Payment Terms For Draws 2 Through 6.** Developer will have five (5) business days from the receipt of any invoice from Contractor to review and either challenge or approve such invoice. If the Developer challenges an invoice, a new five (5) business day review period will occur once Contractor has provided a revised invoice to Developer. Once Developer has approved an invoice, Developer will pay the invoice within twenty (20) days of such approval.

6. **Final Completion Draw.** Payment for the Final Completion draw will be due twenty (20) days after Final Completion has been achieved.

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT E

Contractor's Application for Payment

Contractor's Application For Payment/Draw No. ______________

	Application Period:	Application Date:
To (Developer):	From (Contractor):	
Project:	Contract:	
Developer's Contract/Job No.:	Contractor's Project No.:	

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE** $ ________
2. **Net change by Change Orders** $ ________
3. **CURRENT CONTRACT PRICE (Line 1 ± 2)** $ ________
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Application)** $ ________
5. **RETAINAGE:**
   - **a. ________ % x $ ____________ Work Completed** $ ________
   - **b. ________% x $ ____________ Stored Material** $ ________
   - **c. Total Retainage (Line 5a + Line 5b)** $ ________
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)** $ ________
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** $ ________
8. **AMOUNT DUE THIS APPLICATION** $ ________
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Application + Line 5 above)** $ ________

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Developer on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Developer at time of

Payment of: $ ________________________________

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payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Developer indemnifying Developer against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		is approved by:	(Line 8 or other - attach explanation of other amount) (Developer)	(Date)
By:	Date:			

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

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West School New Canaan

EXHIBIT E

Contractor’s Application for Payment/Draw

For (contract):				Application Number:				
Application Period:				Application Date:				
A		B	Work Completed		E	F		G
Item			C	D				
Cost Code	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
	Totals							

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West School New Canaan

EXHIBIT F

Certificate of Substantial Completion

PROJECT: *(Name and address)*	**DEVELOPER'S CONTRACT/JOB NO.:**	**CONTRACT DATE:**
DEVELOPER: *(Name and address)*	**CONTRACT FOR:** *(scope of work)*	**CONTRACTOR:** *(Name of contractor)*

PROJECT DESIGNATED FOR SUBSTANTIAL COMPLETION WILL INCLUDE: *(Describe name of the project which is accepted as substantially complete. The name must be identical to the name which is under contract and subject to retainage, as described on* **Project Description***)*

PROJECT NAME:

Developer and Contractor hereby acknowledge and agree that the Work is substantially complete for the purposes of the Agreement. A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Cost estimate of Work that is incomplete or defective: $ *(estimated cost should not exceed 1% of the contract value)*

The Contractor agrees to complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of issuance of this Certificate.

CONTRACTOR	**BY**	**DATE**
DEVELOPER	**BY**	**DATE**

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
[PROJECT NAME AND LOCATION]

EXHIBIT G

Certificate of Final Completion

PROJECT*:* *(Name and address)*

DEVELOPER: *(Name and address)*

DEVELOPER'S CONTRACT/JOB NO.:

CONTRACT FOR: *(scope of work)*

CONTRACT DATE:

CONTRACTOR: *(Name of contractor)*

PROJECT DESIGNATED FOR FINAL COMPLETION WILL INCLUDE: *(Describe name of the project which is accepted as substantially complete. The name must be identical to the name which is under contract and subject to retainage, as described on* **Project Description***)*

PROJECT NAME:

Developer and Contractor hereby acknowledge and agree that the Contractor has achieved Final Completion for the purposes of the Agreement.

The Contractor agrees to complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of issuance of this Certificate.

CONTRACTOR	**BY**	**DATE**
DEVELOPER	**BY**	**DATE**

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
[PROJECT NAME AND LOCATION]

EXHIBIT H

Request for Change Order

PROJECT*: (Name and address)*

DEVELOPER: *(Name and address)*

DEVELOPER'S CONTRACT/JOB NO.:

CONTRACT FOR: *(scope of work)*

CONTRACT DATE:

CONTRACTOR: *(Name of contractor)*

Change Order Request # __________

Cost Code from Schedule of Values __________

Description of Requested Change

____

____

Plan, Specification, or Detail reference from Schedule B-2

____

____

Unit price or Lump Sum cost basis used for Requested Change, if applicable

____

____

Summary of impact to Work, Contract Documents, Cost, Payment Schedule, or Project Schedule

____

____

Cost Code	DESCRIPTION OF CHANGE ITEM	Quantity	Unit	Unit $	Total Cost
				$ 0.00	$ 0.00
				$ 0.00	$ 0.00
				$ 0.00	$ 0.00
				$ 0.00	$ 0.00
				$ 0.00	$ 0.00
				$ 0.00	$ 0.00
				$ 0.00	$ 0.00
				$ 0.00	$ 0.00
				CHANGE ORDER TOTAL:	**$ 0.00**

Change order # _______ in the amount of $ _____________ is accepted by ____________________ on this date _______________. Change order total is to be added to <u>Exhibit E</u> as an approved change order.

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

Exhibit I

Project Schedule

Work shall be performed and schedule updates prepared in accordance with Article 17 and Exhibit B of the Agreement.

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT J

Required Insurance

1. **Generally.** Contractor, and Contractor's Subcontractors shall each maintain at its own cost and expense the following insurance coverage in full force and effect through insurance policies for the time periods described hereunder: (a) Workers' Compensation, (b) Employer's Liability Insurance, (c) Commercial General Liability Insurance, (d) Comprehensive Motor Vehicle Liability Insurance, and (e) Comprehensive Umbrella Liability Insurance. All insurers must be licensed to do business in the state where the Work is being undertaken and Developer will have the right to approve of the insurance company(ies) of the Contractor, and Contractor's Subcontractors.

2. **Timing.** Contractor and Contractor's Subcontractors shall maintain the aforementioned insurance policies for the following time periods: (a) Contractor shall maintain its insurance coverage in full force and effect commencing with the start of the construction period and terminating no sooner than the final commissioning of the System, and (b) Contractor's Subcontractors shall maintain their insurance coverage in full force and effect commencing with the start of the construction period and terminating no sooner than the final commissioning of the System.

3. **Insurance Coverage for Contractor and Contractor's Subcontractors.** The following minimum amounts of insurance coverage to be provided by Contractor and Contractor's Subcontractors hereunder shall be the greater of the amounts required by law and the following minimum amounts and shall be maintained in full force and effect for the duration of the time requirements laid out in Section 2:

Workers Compensation & Employers Liability

$1,000,000 Each Accident
$1,000,000 Disease – Each Employee
$1,000,000 Disease – Policy Limit
Waiver of Subrogation Endorsement in favor of Plankton Energy, LLC
Additional Insured Endorsement naming Plankton Energy, LLC as Additional Insured; other additional insured parties as specified by Owner or Developer

General Liability

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products – Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury
$5,000 Medical Payments Per Person
$50,000 Fire Legal Liability for Premises Rented to You
Additional Insured Endorsement naming Plankton Energy, LLC as Additional Insured
Primary & Non-Contributory Endorsement
Waiver of Subrogation Endorsement in favor of Owner/Host and Developer and their respective parent companies, subsidiaries and affiliates or designees with an insurable interest in the Project

Automobile Liability

$1,000,000 Each Accident

Umbrella / Following Form Excess Liability

$2,000,000 Each Occurrence
$2,000,000 Aggregate

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4. **Certificates of Insurance.** Upon execution of this Agreement, each party shall furnish current certificates evidencing that the insurance required under Section 1 is being maintained. Each party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other party thirty (30) days' written notice before the insurance is cancelled or materially altered.

5. **Additional Insureds.** Owner/Host and Developer and their respective parent companies, subsidiaries and affiliates shall be named as an Additional Insured on both Contractor's and Contractor's Subcontractor's Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Excess Umbrella insurance policies and sent a copy of the endorsements to those policies.

6. **Developer May Inspect.** Developer may inspect Contractor's and/or Contractor's Subcontractor's insurance policies at all times.

7. **Endorsement.** Contractor and Contractor's Subcontractors will cause such policies to be properly endorsed to provide that the insurance company or companies will give to Developer thirty (30) days written notice of termination, alteration, or change therein.

8. **Notice.** Contractor and Contractor's Subcontractors will cause the insurance company or companies to furnish Developer with certificate(s) of insurance to be delivered to Developer prior to the execution of this Agreement. Contractor shall be liable to the Developer for the consequences of Contractor's delay in obtaining the required insurance policies and coverage. Each insurance certificate must state that the insurance carrier is required to give the policy holder thirty (30) days prior written notice of cancellation or material change which reduces or restricts the coverage or liability limits of any insurance policy. Contractor's and Contractor's Subcontractor's insurance certificate(s) shall also include the specified Additional Insured parties in a conspicuous location.

9. **Maintenance.** Contractor and Contractor's Subcontractors shall submit for review by Developer upon Developer's request, copies of the original insurance policies, all endorsements, attachments and certificates of insurance. If Contractor and Contractor's Subcontractors fail to maintain such insurance or deliver said certificates or policies, Developer may terminate this Agreement upon not less than thirty (30) days written notice unless Contractor corrects the deficiency within thirty (30) days.

10. **Additional Protections.** The Commercial General Liability, Comprehensive Motor Vehicle Liability and Excess Umbrella insurance policies required in this section of this Agreement shall state that such policies are primary and non-contributory with any insurance maintained by Owner and Developer.

11. **Contractor's Safety Program.** The Contractor hereby acknowledges that job site safety will be of utmost importance on this project. Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work. Contractor shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Developer who may visit or be affected thereby.

12. **Compliance of Work, Equipment and Procedures with All Laws.** All Work, whether performed by the Contractor and its Subcontractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental bodies relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all rules and regulations now or hereafter in effect pursuant to said Act and any similar laws of the State where the Work is being performed and all rules and regulations now or hereafter in effect pursuant to said Act and laws; and b) all rules, regulations, and requirements of the Owner and its insurance carriers relating thereto.

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13. **Contractor's Designation of Safety Program Administrator.** The Contractor shall designate a qualified member of its organization at the job site, whose duties shall be to enforce the Contractor's safety programs and to prevent accidents. This position shall be dedicated to this project. This person's name and qualifications performing this function shall be submitted to the Developer in writing. His or her identity, qualifications, and level of effort must be satisfactory to the Developer who shall have the sole discretion to approve or reject same. The Contractor shall further cause each of its Subcontractors of any tier to designate a qualified safety representative to assist the Contractor's representative in the performance of its duties as described above.

14. **Suspension of Contractor's Work.** If, in the opinion of the Developer's representative, the Contractor shall fail to provide a safe area for the performance of the Work or any portion thereof, the Developer's representative shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature, (including, without limitation, overtime pay, liquidated damages or other costs resulting from delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

15. **Right of Developer to have Contractor Send Worker Home.** The Contractor shall provide to each worker on the job site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Developer shall have the right, but not the obligation, to order the Contractor to cause any worker to be sent home for the day or to otherwise temporarily or permanently remove him or her from the job site for his or her failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply, and all reasonable costs or expense of whatever nature, including reasonable attorney's fees paid or incurred by the Developer, associated with and resulting from the order shall be borne by the Contractor.

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT K

Milestone Definitions, Substantial Completion, Final Completion, Commissioning and System Acceptance Testing

1. Milestone Definitions

Milestone	Description
Mobilization	Permit in hand, have mobilization scheduled
100% Racking Installed	All racking installed, all slip sheet installed, all ballast installed, all wind screens installed, all flashing completed and installed.
Modules Mounted and wired	All string wiring installed under panels, panel strings plugged together and optimizers installed but home run ends not connected to strings, all modules mounted and all clamps installed
Inverters installed, wired and Monitoring	All inverters set in place, all DC string wiring terminated into inverters, all DC strings connected at panels, all inverters programmed, all monitoring components installed, programmed, and showing on monitoring portal Exception: Monitoring systems must be physically installed to meet this milestone but if backfeed power is not available due to issues out of control of Contractor, achievement of this milestone shall still be considered met even without monitor reporting
Substantial Completion	All AHJ inspections complete, Utility interconnection/PTO issued/system operating, all AHJ certificates issued (electrical, building, and C of A), start up, commissioning, testing (including string and megger) complete and results sent to Plankton, punch list generated and given to installer, punch list repairs under way, all wiring tied up not touching roof, all labeling installed, As-builts submitted to Plankton, system complete and operating, possibly a few small punch list items to complete from QAQC walk.
Final Completion	All punch list/QAQC items complete, Facility manager sign off, site demobilized and cleaned up, system operating and production data verified, all invoices/change orders/lein wavers/ exhibits submitted and approved, QAQC signed off (any deficiencies have been corrected, pictures of corrections sent to QAQC, and QAQC signed off), binders complete and submitted.

2. Substantial Completion Tasks.

- Completion of Commissioning Work as provided below;
- Completion of the System Acceptance Test as provided below in accordance with the System Acceptance Test procedures of Contractor (including verification of design system kW output), and the procedures set forth below; and
- The Project is capable of operating safely in accordance with the National Electrical Code currently enforced at the date of Substantial Completion, local building codes and all applicable laws.

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3. **Commissioning Work.** Contractor will commission the Project by performing Contractor's standard interconnection and inspection procedures, start up, operation, commissioning, System Acceptance Testing, including verification of design system kW output and a physical kWh output performance test that shall demonstrate, to the sole satisfaction of Developer, as long as consent is not unreasonably withheld, that the Project performs within +/- 2% of the expected output ranges accounting for actual atmospheric conditions.

   Contractor will provide on-site initial start-up and commissioning to verify proper operation and performance. This will be achieved by taking measurements from the output meter and monitoring equipment. Contractor will use calibrated field test instruments to define the exact level of system performance and output under the actual field conditions with specific measurements of the solar radiation on the array and compare this to the monitoring equipment. All of this data will be aggregated and compared to both the output meter values and to the expected values calculated based on the data recorded according to the new ASTM standards. After the data has been calculated, any necessary adjustments will be made to either further calibrate the monitoring equipment or, if need be, to re-install any defective components. A commissioning report shall be prepared by Contractor and will serve as a "performance baseline" for the Project.

4. **System Acceptance Testing.** As part of Substantial Completion, Contractor shall perform, or cause to be performed, all tests, approvals and inspections of the Work required by any governmental authority and as otherwise reasonably necessary, appropriate or customary to assure the proper operation of the Project in accordance with the solar industry best practices and Good Utility Practices ("**System Acceptance Testing**"). Contractor shall from time to time notify Developer not less than three (3) business days prior to the anticipated date of System Acceptance Testing, which shall be conducted to ensure that the Project is operational and interconnected. Developer shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing, at Developer's sole cost. Contractor shall provide or obtain from the contractor performing the System Acceptance Testing written confirmation of the results thereof and conformity of such results with the then-agreed design of the Project. If, for any reason the Project does not satisfactorily complete the System Acceptance Testing, Contractor shall repair or correct any defect or deficiency that caused such failed test. Upon completion of such repairs or correction, Contractor shall cause the System Acceptance Testing to be re-performed. For the avoidance of doubt, the System Acceptance Testing and declaration of Substantial Completion for the Project shall include documented written evidence supplied and certified by the Contractor to the Developer that the Project physically, after interconnection to the premises' electrical systems, produces the kW output based on the then agreed upon design. Upon receipt of such evidence and certification of successful attainment of design output, the Developer shall advise Contractor of acceptance of the Project and Substantial Completion thereof.

5. **Final Completion Tasks.**

   - Provision of equipment-related documentation for operation and maintenance, including all as-built drawings;
   - Contractor will schedule and conduct a quality/acceptance walkthrough with Developer's QA/QC team and operation and maintenance team after Contractor completes all existing punchlist items; and
   - Contractor will complete any punchlist items identified during such quality/acceptance walkthrough.

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT L

FORM OF WAIVER AND RELEASE OF LIEN UPON PARTIAL PAYMENT

CONDITIONAL RELEASE WAIVER OF LIEN AND AFFIDAVIT UPON PROGRESS PAYMENT

To: ______________________ (Owner) From: ______________________

Project: ______________________

Account #: ______________________

Contract #: ______________________

Current Invoice/AFP #: ______________________

For The Period Ending: ______________________

The Undersigned, in consideration of the payments previously received and conditioned upon receipt of payment in full for the period covered by the current invoice set forth above, hereby waives and releases all mechanic's, material men 's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Owner, their sureties and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by the Undersigned, its subcontractors, and suppliers, in connection with the Project and Contract, through the period covered by the current invoice and all previous invoices for which payment has been received. The release does not apply to retention or extra work which the Undersigned has been authorized to proceed with by the Owner, but for which payment has not yet been approved.

The Undersigned, acknowledges and represents that for the period and work covered by all previous invoices for which the undersigned has received payment:

1. The Undersigned, has paid in full all amounts for contracts, subcontracts, labor, materials and rented equipment.
2. The Undersigned, has properly applied previous payments to pay all outstanding invoices related to the Project.
3. The Undersigned, is aware of no claims or any circumstances that could give rise to any future claims against Owner, Architect or other Contractors on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

The Undersigned, represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from the undersigned to others in connection with the Project.

Contract Sum To Date:	
Total Completed and Stored To Date:	
Total Retained To Date:	$0.00
Total Earned Less Retention:	$0.00
Less Previous Payment Requests:	
Current Payment-Due This Period:	**$0.00**

SAMPLE

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

BY: ______________________
(Name of Company)

Duly Authorized Agent:

______________________ ______________________
(Signature) (Printed Name and Title)

State Of: ______________ }
SS
County Of: ______________ }

On this ________ day of ____________, 2014 ________ appeared before me ______________________ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Partial Release, Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

____
(Notary Public Signature)

My Commission Expires:

(Affix NotaryStamp or Seal Here)

____

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SOLAR PHOTOVOLTAIC (PV) SYSTEM CONSTRUCTION AGREEMENT
West School New Canaan

EXHIBIT M

FORM OF WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

CONDITIONAL RELEASE WAIVER OF LIEN AND AFFIDAVIT UPON FINAL PAYMENT

To: ______________________________ (Owner) From: ______________________________
Project: ______________________________
Account #: ______________________________
Contract #: ______________________________
Final Invoice/AFP #: ______________________________

The Undersigned, in consideration of receipt of full and final payment as set forth herein, hereby waives all mechanic's liens and rights to file or claim mechanic's liens for labor, services, or materials furnished to the above referenced project. This waiver constitutes a representation by the undersigned that the final payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred relative to the work or improvements performed in connection with the project. The Undersigned waives, quitclaims and releases, and agrees to indemnify and hold harmless, Owner and any joint venture partners, their sureties, successors and assigns, from all causes of action, suits, debts, , damages, judgments, decrees, claims, bond claims, demands, liens, rights to assert liens, awards and expenses, including attorneys' fees, in law, equity or otherwise, which the Undersigned, its subcontractors and suppliers, their successors and assigns and any persons claiming through them ever had, now have or hereafter may have against Owner and any real property or improvements of Owner,
from the beginning of the world to the date of this Release, in any manner relating to or arising in connection with the above referenced contract or project.

Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will promptly be applied to full payment of all outstanding amounts due from Contractor to others in connection with the Project.

Final Contract Sum : ______________________________
Less Previous Payment Requests: ______________________________
Final Payment Due: $0.00

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

BY: ______________________________
(Name of Company)

Duly Authorized Agent

____
(Signature) (Printed Name and Title)

State Of: ____________________ }
SS
County Of: ____________________ }

On this __________ day of ____________, 2 __________ appeared before me ______________________________ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Final Release, Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

____
(Notary Public Signature)

My Commission Expires:

(Affix Notary Stamp or Seal Here)

____

SAMPLE

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Exhibit 1A.4D

OPERATION AND MAINTENANCE AGREEMENT FOR
Phytoplankton Ponus Ridge Solar LLC

This OPERATION AND MAINTENANCE AGREEMENT FOR Phytoplankton Ponus Ridge Solar LLC, dated as of December 11, 2020 (this "Agreement"), is by and between Phytoplankton Ponus Ridge Solar LLC, a Delaware Limited Liability Company ("Client"), and Plankton Asset Management LLC a Delaware limited liability company ("The Company") (each a "Party" and collectively, the "Parties").

WHEREAS, Client desires the Company to perform, and The Company is willing and able to perform, the operation and maintenance services for the solar PV installation at West Elementary School located at 769 Ponus Ridge Rd, New Canaan, CT 06840 consisting of a total capacity of 299.4 kW DC on the roof (the "System").

NOW THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, hereby agree as follows:

1. Services. The Company shall provide the operation, management and maintenance services for the System set forth in Schedule A, attached to and made a part of this Agreement, (collectively the "Services") for a period five (5) years (the "Term") starting on the date the system reaches Commercial Operations (the "Commencement Date") and ending on day before the fifth anniversary of the Commencement Date, or until earlier terminated as provided herein. Either Party can cancel this Agreement on ninety (90) days prior written notice to the other. The first page of Schedule A sets forth the Services Company is to perform and the frequency of their performance. The second through fourth pages of Schedule A set forth the procedures for electrical testing of the System.

2. Price. Client shall pay The Company an annual payment (the "Price") for the Services. The Price is equal to $8.00 multiplied by the nameplate size of the System in Kilowatts DC. The Price will increase by two (2%) per year during the Term. The Price is payable annually, with the first such annual payment (each annual payment, a "Payment") due on the Commencement Date and with each subsequent Payment due thereafter throughout the Term in advance on each anniversary of the Commencement Date. If a Payment is not paid within thirty (30) days of its due date, Client shall pay The Company interest at the rate of one (1%) per month on the unpaid amount of the Payment until same is paid to The Company. Client shall pay the Payments to The Company by check at the address set forth in Section 3 of this Agreement or at such other address or by such other method as The Company may notify Client of in accordance with Section 3 of this Agreement. Notwithstanding anything to the contrary in this Agreement, any costs and expenses incurred in connection with the replacement of any equipment or parts of the System shall not be for The Company's account except as may be expressly agreed by The Company herein or in another written agreement with Client.

3. Notices and Demands. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when so delivered by hand or facsimile, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the Parties hereto at the following addresses or facsimiles (or at such other address for a Party hereto as shall be specified by like notice):

Client: Phytoplankton Ponus Ridge Solar LLC
PO Box 250864
New York, NY 10025
Attention: Dan Giuffrida

The Company: Plankton Asset Management LLC
PO Box 250864
New York, NY 10025
Attention: Dan Giuffrida

4. Access. Client shall give The Company reasonable access to the System to permit The Company to perform the Services.

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5. LIMITATION OF LIABILITY.

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIABILITY OF CONTRATOR ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ANY AND ALL CAUSES IN ANY CALENDAR YEAR, WHETHER BASED ON CONTRACT, STICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PRICE PAID (OR TO BE PAID) BY CLIENT DURING SUCH CALENDAR YEAR. CLIENT SHALL BEAR ALL RISK OF LOSS WITH RESPECT TO THE SYSTEM.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, A PARTY CAN OBTAIN ONLY ITS DIRECT CONTRACT DAMAGES FOR A BREACH OF THIS AGREEMENT. IN NO EVENT SHALL A PARTY OR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS, COST OF CAPITAL OR INCREASED OPERATING COSTS, ARISING OUT OF THIS AGREEMENT WHETHER BY REASON OF CONTRACT, INDEMNITY, STRICT LIABILITY, NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF WARRANTY OR FROM BREACH OF THIS AGREEMENT.

(c) NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. IN ADDITION, THE COMPANY ASSUMES NO LIABILITY HEREUNDER FOR ELECTRICAL PRODUCTION, DESIGN, OR INSTALLATION OF THE SYSTEM.

6. Miscellaneous

(a) Integration; Schedules. This Agreement, together with the Schedule A attached hereto, constitute the entire agreement and understanding between The Company and Client with respect to the subject matter hereof and supersede all prior agreements relating to the subject matter hereof which are of no further force or effect.

(b) Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of The Company and Client.

(c) Limited Effect of Waiver. The failure of The Company or Client to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without regard to any choice of law principles.

(e) Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

(f) Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of The Company and Client and their respective successors and permitted assigns.

(g) Counterparts; Headings. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Section and Schedule headings are inserted for convenience only and are not to be construed as part of this Agreement.

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(h) Attorneys' Fees. If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and expenses, expert witness fees and expenses, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

Phytoplankton Ponus Ridge Solar LLC

By: /s/ Dan Giuffrida
Name: Dan Giuffrida
Title: Manager
Date: 12/11/20

PLANKTON ASSET MANAGEMENT, LLC
a Delaware liability company

By: /s/ Dan Giuffrida
Name: Dan Giuffrida
Title: Manager
Date: 12/11/20

Schedule A

Operations and Management

Electrical Inspection: Annual; Inspect inverters, combiners, re-combiners, AC/DC connections, signage, visible wire and conduit; clean inverter, perform string testing, record results and compare to design and commissioning report.

Mechanical Inspection: Annual; Inspect PV module surfaces, frames, racking system (including tilts, windscreens, ballasts and penetrations), inspect all visible wiring, open every combiner box and pull box for inspection (roof only), perform minor adjustments as needed.

Module Cleaning: As needed; clean modules (power wash and squeegee), soft scrub any contamination that remains, remove debris, hose down rooftop near panels into drain system.

Outage Response: Continuous; Troubleshoot cause and manage process of bringing system back online and rectifying issue. Plankton shall use every available asset to ensure system is online and operating at normal production.

Minor Repairs: 2 per year included; Provide repair labors services only for non-warranted items; breakage of glass frames, loose/ disconnected wires, blown fuses, change out module or racking, repair damaged conduit or other components

Warranty Mgmt / Enforcement: Continuous; Monitor warranty schedules for modules, inverters and other components; Manage warranty requests, responses, shipping/receiving, installation; Manage system shutdown (power company fee not included if applicable) and re-connection; record all issues, contacts and results.

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System Monitoring: Continuous; Examine system monitoring and metering equipment outputs, manage IT connections, analyze production discrepancies, respond to system alerts, track system production.

Performance Reporting: Annual; Comprehensive production analysis comparing projected production with actual production accounting for actual irradiance, temperature, degradation, downtime, soiling, etc.

Client Management & Billing: Continuous; Directly liaise with offtaker and its representatives, serving as point of contact for all offtaker related issues. On a monthly basis, generate production reports and client PPA invoices as needed.

PROCEDURES FOR SOLAR ELECTRIC (PV) SYSTEM PERFORMANCE CHECKLIST

1. Check that non-current carrying metal parts are grounded properly (array frames, metal boxes, etc. are connected to the grounding system).
2. Ensure that all labels and safety signs specified in the plans are in place.
3. Visually inspect any plug and receptacle connectors between the modules and panels to ensure they are fully engaged.
4. Check that strain reliefs/cable clamps are properly installed on all cables and cords by pulling on cables to verify. Secure any loose cables with wire ties and record.
5. Check to make sure all panels are attached properly to their mounting brackets and nothing catches the eye as being abnormal or misaligned.
6. Visually inspect the array for cracked modules. Record any issues and swap out panel with spares if available.
7. Check to see that all wiring is neat and well supported. Correct any issues found and record.
8. Open any sub-combiners or junction boxes and inspect for any loose wires, degradation, water intrusion or any issue that could result in down time. Repair and record results.

PROCEDURES FOR SOLAR ELECTRIC (PV) SYSTEM PERFORMANCE CHECKLIST

Before starting any PV system testing

1. Check that non-current carrying metal parts are grounded properly (array frames, metal boxes, etc. are connected to the grounding system).
2. Ensure that all labels and safety signs specified in the plans are in place.
3. Verify that all disconnect switches (from the main AC disconnect all the way through to the Combiner/ fuse switches) are in the open position and tag each box with a warning sign to signify that work on the PV system is in progress.

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REPETITIVE SOURCE CIRCUIT STRING WIRING

The following procedure must be followed for each source circuit string in a systematic approach (i.e. east to west or north to south).

1. Using PV Analyzer (www.solmetric.com), test each string in each combiner box and record results. (Strings under the same sunlight conditions should have similar voltages--beware of a 5 Volt or more shift under the same sunlight conditions.)

2. Verify that both the positive and negative string connectors are identified properly with permanent wire markings. Replace any missing labels and record.

3. Repeat this sequence for all source circuit strings.

4. Recheck that DC Disconnect switch is open and tag is still intact.

5. VERIFY POLARITY OF EACH SOURCE CIRCUIT STRING in the DC String Combiner Box (place common lead on the negative grounding block and the positive on each string connection—pay particular attention to make sure there is NEVER a negative measurement). Verify open-circuit voltage is within proper range according to manufacturer's installation manual and number each string and note string position on as-built drawing.

6. Retighten all terminals in the DC String Combiner Box to manufacturer's specs.

WIRING TESTS--Remainder of System:

1. Verify that the only place where the AC neutral is grounded is at the main service panel.

2. Check the AC line voltage at main AC disconnects is within proper limits.

3. If installation contains additional AC disconnect switches, repeat the step 2 voltage check on each switch working from the main service entrance to the inverter AC disconnect switch, closing each switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single AC switch).

4. As required; inspect, clean and test hardware including PLC, electrically controlled switches, battery backup system and relays not specifically mentioned above.

INVERTER TESTS

1. Make sure that the inverter is off before proceeding with this section.

2. Check open circuit voltage at DC disconnect switch to ensure it is within proper limits according to the manufacturers installation manual.

3. If installation contains additional DC disconnect switches, repeat the step 3 voltage check on each switch working from the PV array to the inverter DC disconnect switch, closing each switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single DC switch).

4. At this point consult the inverter manual and follow proper maintenance procedure. Complete Inverter maintenance form and supply to Contractor.

5. Confirm that the inverter is operating and record the DC operating voltage. Compare to measurement on the inverter itself.

6. Confirm that the operating voltage is within proper limits according to the manufacturer's installation manual.

7. After recording the operating voltage at the inverter, close any open boxes related to the inverter system.

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8. Confirm that the inverter is producing the expected power output on the supplied meter.

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Exhibit 1A.4E

CONSTRUCTION MANAGEMENT AGREEMENT

by and between

PHYTOPLANKTON PONUS RIDGE SOLAR LLC

as Company

and

PLANKTON ENERGY LLC

as Provider

for the

Project listed in Exhibit A

Dated as of March 31st, 2021

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LIST OF EXHIBITS

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EXHIBIT E	Commissioning Report

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CONSTRUCTION MANAGEMENT AGREEMENT

This CONSTRUCTION MANAGEMENT AGREEMENT ("Agreement") is made and entered into as of March 31st, 2021 (the "Effective Date"), by and between **PLANKTON ENERGY LLC**, a New York limited liability company ("Provider") and **PHYTOPLANKTON PONUS RIDGE SOLAR LLC**, a Delaware limited liability company ("Company"). Company and Provider are referred to herein individually as a "Party" and collectively as the "Parties" as the context requires.

RECITALS

A. Phytoplankton Ponus Ridge Solar LLC listed on Exhibit A as a project company ("Project Company") owns the solar photovoltaic generating facility listed across from its name on Exhibit A ("Project").

B. Company is entirely owned by Energea Portfolio 4 USA LLC, a Delaware limited liability company ("Energea Portfolio 4").

C. Company desires to engage Provider to provide certain services in connection with the construction and installation of the Projects, and Provider desires to accept such engagement, on the terms and conditions set forth herein.

D. In consideration for the services to be provided by Provider, Company has agreed to pay to Provider certain amounts in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Provider, intending to be legally bound, hereby agree as follows:

AGREEMENT

ARTICLE 1

DEFINITION OF TERMS

1.1 Definitions. Whenever used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such first Person.

"Agreement" has the meaning set forth in the preamble (and includes the Exhibits attached hereto).

"Applicable Delay LDs" means the applicable delay liquidated damages with respect to a Project, as set forth in Exhibit D.

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"Business Day" means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York City are not open for the transaction of normal banking business.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law.

"Commercial Operation Date" with respect to each Project shall mean the ["Commercial Operation Date"] as such term is defined in the PPA and the ZREC Contract, and when the Commissioning Report is provided to the Company substantially in the form of Exhibit E.

"Commercial Operation Deadline" shall have the meaning [set forth in the applicable PPA].

"Company" has the meaning set forth in the preamble.

"Company Indemnified Parties" has the meaning set forth in Section 8.1.

"Company's Representative" has the meaning set forth in Section 4.2.

"Control" means the possession, directly or indirectly, of either of the following: (a) (i) in the case of a corporation, more than 50% of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or joint venture, the right to more than 50% of the distributions (including liquidating distributions) therefrom; (iii) in the case of a trust or estate, including a business trust, more than 50% of the beneficial interest therein; and (iv) in the case of any other entity, more than 50% of the economic or beneficial interest therein; or (b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

"Construction Management Fee" has the meaning set forth in Section 3.1.

"Construction Management Services" has the meaning set forth in Section 2.2.

"Disclosing Party" has the meaning set forth in Section 12.4.1.

"Dispute" has the meaning set forth in Section 10.1.

"MIPA" means a Membership Interest Purchase agreement to be entered into between the Company and Plankton Energy LLC.

"Effective Date" has the meaning set forth in the preamble.

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"Environmental Law" means any and all present and future Laws and any amendments thereto (whether common law, public law, rule, order, regulation, or otherwise), directives, judgments, and other requirements promulgated or entered into by any Governmental Authority relating to the environment, human health, public safety, protected animal or plant species, cultural resources, preservation or reclamation of natural resources, the prevention of pollution, or the management, handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, Release or threatened Release of or exposure to Hazardous Materials, including but not limited to: CERCLA, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., and any similar or implementing state or local Law, and all amendments thereto or regulations promulgated thereunder.

"EPC Agreement" means, with respect to each Project, the engineering, procurement and construction contract between the applicable Project Company and the EPC Contractor for design, procurement and installation of such Project.

"EPC Contractor" means Centurion Solar LLC whose address is 255 Old New Brunswick Road, South Tower, Suite S-235, Piscataway, Nj 08854

"Fees" means the Construction Management Fee.

"Financing Documents" means any agreements to which the Company or a Project Company may from time to time be party in connection with the debt financing of a Project.

"Financing Parties" means any actual or potential lenders or other third parties (including cash equity and tax equity providers) providing any construction financing, term financing, equity financing or other credit support in connection with the Projects, and any trustee or agent acting on their behalf.

"Force Majeure Event" means the occurrence of any act or event that delays or prevents a Party from timely performing its obligations under this Agreement or from complying with the conditions required to be complied with by it under this Agreement, if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, to the extent that the foregoing conditions are satisfied, an act of God, extreme or severe weather conditions for the relevant area that are declared an emergency by the applicable Governmental Authority, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake (magnitude 5.0 or greater), flood, tornado, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, terrorism, riot, civil disturbance, or strike or other labor difficulty and labor disputes that are national or regional in scope. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of a Force Majeure Event. Notwithstanding anything in the foregoing to the contrary, Force Majeure Events shall not include any of the following:

(a) mechanical or equipment failures (except to the extent such events or conditions themselves are caused by a Force Majeure Event);

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(b) any condition at any Project Site for which the affected Party is responsible under this Agreement, including lost equipment or damage to such Project Site;

(c) increases in the cost of performance of a Party's obligations under this Agreement, and changes in market conditions, other than increased costs incurred in responding to a Force Majeure Event;

(d) delays in customs clearance;

(e) any labor disturbance, strike or dispute specific to a Party's or any Project Company's workers or personnel or specific to any Project Site;

(f) any delay in obtaining, inability or failure to obtain, suspension, non- renewal or cancellation of any Permit;

(g) any concealed or latent subsurface condition at any Project Site;

(h) any surface or subsurface structures, materials, properties or conditions having historical, cultural, archaeological, religious or similar significance;

(i) any habitat of an endangered or protected species as provided in applicable Law;

(j) any change in Law; and

(k) action or inaction of any Governmental Authority or the local utility.

"Governmental Authority" means any federal, regional, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, regulatory, judicial or administrative agency, authority, commission, board or similar entity having jurisdiction over the performance of any Project or its operations, or any Project Site or otherwise over any Party.

"Hazardous Material" means (i) any asbestos and any asbestos containing material; (ii) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or Toxicity Characteristic Leaching Procedure (TCLP) toxicity; (iii) any petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; and (iv) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product, and any other substance the presence of which would be detrimental to any Project Site or hazardous to health or the environment.

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"Host" means with respect to a Project the site landlord and energy offtaker of the Project as listed in Exhibit A.

"Interconnection Agreement" means the interconnection agreements with respect to each Project entered into by the Project Company or Host and the relevant local distribution company.

"Invoice" has the meaning set forth in Section 3.2.

"Laws" means any constitution, charter, act, statute, law, ordinance, code (including the Code), rule, regulation, order, or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal having valid jurisdiction.

"Liabilities" means all loss, damage, expense and liability, including fines, penalties, court costs and reasonable attorneys' fees.

"LLC Agreement" or "LLCA" means the Limited Liability Company Agreement of the Company, as amended from time to time.

"Lost Time Accident" or "LTA" means any work-related injury which prevents the injured person from doing any work the day after the accident.

"Material Contracts" means with respect to the Project, the Solar Photovoltaic (PV) System Construction Agreement between the Company and Centurion Solar Energy LLC, dated December 4th, 2020 ("EPC Contract"), the Solar Power Purchase Agreement between the Company and New Canaan Public Schools, dated December 2nd, 2020 ("PPA"), the Interconnection Agreement, Modules, Inverters and Racking Purchase Orders, the Standard Contract for the Purchase and Sale of Connecticut Class I Renewable Energy Credits from Low or Zero Emission Projects by and between The Connecticut Light and Power Company dba Eversource Energy and Town of New Canaan Public Schools, dated as of November 26, 2018 ("ZREC Contract"), and any other material contracts or agreements entered into by the applicable Project Company that relates to the development, construction, operation, or maintenance of such Project, such as listed in Exhibit A- 1.

"NTP Date" means with respect to each Project, the date on which the Company that owns issues the EPC Contractor full notice to proceed with construction of such Project.

"Party" and "Parties" have the meaning set forth in the preamble.

"Permits" means all permits, licenses, authorizations, consents, orders, waivers, franchises, registrations, variances, extensions, filings, notifications, certificates, exemptions, approvals and other authorizations obtained from or made with any Governmental Authority.

"Person" means any individual, limited liability partnership, limited liability company, partnership, corporation, association, joint stock company, business, trust, estate, joint venture, unincorporated organization, government or political subdivision thereof, governmental agency or other entity.

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"Placed in Service" means, with respect to a Project, that the Project has been "placed in service" for purposes of section 48 of the Code.

"Placed-in-Service Date" means the date on which a Project has both (i) been Placed in Service and (ii) achieved Substantial Completion.

"Power Purchase Agreement" or "PPA" means the Solar Power Purchase Agreement between the Company and New Canaan Public Schools, dated December 2nd, 2020.

"Pre-Existing Hazardous Materials" means (i) any Hazardous Material that existed on or in any Project Site prior to the date when Provider is present on such Project Site, and (ii) any Hazardous Material brought to any Project Site by the applicable Project Company.

"Project" has the meaning set forth in Recital A.

"Project Company" has the meaning set forth in Recital A.

"Project Schedule" with respect to each Project means the project schedule pursuant to the applicable EPC Agreement.

"Project Site" means, with respect to each Project the real property on which such Project will be located.

"Provider" has the meaning set forth in the preamble.

"Provider Indemnified Parties" has the meaning set forth in Section 8.2.

"Prudent Industry Practices" mean, with respect to each Project, those practices, methods, equipment, specifications and standards of safety and performance and the level of supervision and monitoring of the performance of the EPC Contractor, as the same may be changed from time to time, as are generally used in the ownership, management, development and construction of photovoltaic facilities located in Massachusetts that are similar in type and capacity to such Project and which, in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the ownership, management, development and construction, or the supervision or monitoring, of photovoltaic facilities similar to such Project, and as are in accordance in all material respects with applicable Permits, applicable Law, equipment manufacturers' standards and recommendations and the Material Contracts. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods as commonly practiced in the utility scale solar industry in Massachusetts during the relevant time.

"Purchase Order" mean (i) the Sales Order #SO-13009079, dated February 4th, 2021, by Kinect Solar, in the total amount of $111,024.60 and (ii) the Quote #1031388 REV #066, dated March 3rd, 2021, by Consolidated Electrical Distributors Inc, in the total amount of $79,636.62.

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"Receiving Party" has the meaning set forth in Section 12.4.1.

"Related Dispute" has the meaning set forth in Section 10.3.

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into soil, surface water, ground water, land surface, subsurface strata, ambient air, wildlife, plants or other natural resources.

"Services" means the Construction Management Services.

"Subcontractor" means any Person to whom Provider subcontracts any of its obligations under this Agreement, including the suppliers and any Person, of any tier, to whom such obligations are further subcontracted.

"Substantial Completion" has, for each Project, the same meaning as in the EPC Contract for such Project.

"Term" has the meaning set forth in Section 2.1.

"Transaction Documents" means the MIPA, any Financing Documents, and the Material Contracts.

"Work" with respect to each Project, has the meaning set forth in the applicable EPC Agreement.

"ZREC Contract" means the Standard Contract for the Purchase and Sale of Connecticut Class I Renewable Energy Credits from Low or Zero Emission Projects by and between The Connecticut Light and Power Company dba Eversource Energy and Town of New Canaan Public Schools, dated as of November 26, 2018.

1.2 Rules of Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement other than for grammatical purposes shall have the meanings specified in this Article 1 or as otherwise defined in this Agreement; (b) the singular shall include the plural and vice versa, and the masculine, feminine and neuter gender include all genders; (c) the words "herein," "hereof" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (d) references to, and the definition of, any agreement, document or instrument (including this Agreement) shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time; (e) all references to "Article," "Section" or "Exhibit" are to an Article or a Section hereof or to an Exhibit attached hereto; (f) the words "include," "includes" and "including" mean include, includes and including "without limitation" and "without limitation by specification;" and (g) the table of contents and article and section headings and other captions are for the purpose of reference only and do not limit or affect the meaning of the terms and provisions hereof.

1.3 Construction of Agreement. Each Party has participated in the drafting of this Agreement. This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party.

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ARTICLE 2

PROVIDER'S OBLIGATIONS

2.1 Commencement of Services. Provider shall commence providing the Construction Management Services as of the Effective Date. Provider shall continue providing the Services for each Project until a Notice of Final Completion has been signed by the Company (the "Term").

2.2 Services. Pursuant to the terms and conditions of this Agreement, Provider shall provide the services that are set forth in the Schedule of Construction Management Services attached hereto as Exhibit B-1 (the "Construction Management Services") and the Schedule of Development Services attached hereto as Exhibit B-2 (the "Development Services"), in each case, in compliance with the standards of care and performance set forth herein.

2.3 Compliance with Laws; Standard of Performance. Provider shall perform the Services (a) in accordance with applicable Laws (including Environmental Laws), the requirements of any Material Contracts or any financing documents with a Financing Party (provided that Provider has received copies of such Material Contracts and financing documents), Prudent Industry Practices and the organizational documents of each Project Company and (b) in a timely manner to facilitate having the Project achieve being Placed in Service and achieving Substantial Completion by July 8, 2021 or the date on which the requirements under Section 3.4 of the PPA and Section 3.3 of the ZREC Contract have occurred, whichever occurs first.

2.4 Exclusion of Warranties. THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED "AS IS, WHERE IS," WITH ALL FAULTS AND NEITHER PROVIDER NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE SERVICES TO BE PROVIDED BY IT UNDER THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS SECTION 2.4 WITH RESPECT TO THE QUALITY OF THE SERVICES, WHETHER THE CLAIMS OF COMPANY ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Accordingly, no statements, descriptions, specifications or other representations with respect to the Services, whether set forth in this Agreement, including the Exhibits, attachments and appendices hereto, or in any quotations, proposals, drawings, manuals or other documentation, shall be or be deemed to be a warranty of the Services or any part thereof. Nothing in this Section 2.4 shall be construed as limiting the obligations or liabilities of Provider or any of its Affiliates under any other Transaction Document to which it is a party.

2.5 Insurance. Beginning on the Effective Date and through the end of the Term, Provider shall obtain and maintain the insurance required to be obtained and maintained by Provider as set forth in Exhibit C. Provider shall provide evidence that the Company and the Owner have been named as an additional insured entities on such Provider's insurance policy.

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2.6 Liens. Provider shall not, as a consequence of its own acts or the acts of its Affiliates or Subcontractors, suffer or permit any liens or encumbrances to attach to Company, Owner, any Project, or any Project Site.

2.7 Restrictions on Provider Authority. Provider shall have no right or authority to act on behalf of Company, Owner, any Project, or any Project Company except as set forth in this Agreement, unless expressly approved in writing by Company. Without the prior and express written consent of Company or the applicable Project Company, Provider shall not be authorized, for any purpose or in any manner whatsoever, to bind Company, any Project Company, or any Project, or to make any representations on behalf of Company or any Project Company. Without limiting the generality of the foregoing, Provider shall not, without the prior approval of Company or the applicable Project Company:

2.7.1. declare an event of force majeure or an event of default with respect to any Project, or a material portion thereof, under any Material Contract;

2.7.2. (a) amend, modify, terminate or waive any provision of any of the Material Contracts, or (b) suspend performance of any of the Material Contract counterparties, except to the extent necessary to avoid immediate danger to Persons or property, or to comply with any applicable Law;

2.7.3. (a) initiate any action against any counterparty under any of the Material Contracts or (b) settle, compromise, assign, pledge, transfer or release (or agree to do any of the foregoing) any action involving Company, any Project Company, or any Project, the cost of which would be an expense to Company or such Project Company, would adversely affect the applicable Project Schedule, would be covered by any Project's insurance policy or could otherwise become a liability of Company;

2.7.4. initiate or agree to any change order, waiver, compromise or settlement with respect to any of the Material Contracts, or enter into any other agreement with respect to any Project;

2.7.5. execute, acknowledge or deliver (on behalf of itself, Company, or any Project Company) any agreements, contracts, documents, consents, liens, indebtedness, waivers or other documents obligating, assigning, transferring, granting any interest in, or otherwise encumbering Company or any asset of Company or any Project Company;

2.7.6. consent to, approve or ratify any action taken by any Material Contract counterparty to modify the equipment or services provided by any of them if such action could reasonably be expected to materially and adversely affect any Project Company's continued use and enjoyment of, or the performance, value or useful life of, the applicable Project;

2.7.7. enter into agreements with any bank, finance or lending institution in relation to any Project;

2.7.8. make any sale, transfer, mortgage, assignment, conveyance or disposition of any property or assets of Company or any Project Company;

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2.7.9. accept service of process on behalf of Company or any Project Company in connection with any legal proceeding, whether arising out of the Material Contracts, any financing document with a Financing Party or otherwise; or

2.7.10. amend or terminate any Permits of any Project Company.

2.8 Work-for-Hire. All documents, reports, studies, data, plans, specifications, and other work products prepared by Provider in performing services to Company or a Project Company under this Agreement shall be work-for-hire and shall be owned by Company.

2.9 Separateness. Provider shall maintain its existence separate and distinct from any other Person, including maintaining in full effect its existence, rights and franchises as a limited liability company under the laws of the State of Delaware and obtaining and preserving its qualification to do business in each jurisdiction where the character of its property or the nature of its business makes such qualification necessary to protect the validity and enforceability of this Agreement.

ARTICLE 3

FEES AND PAYMENT TERMS

3.1 Fees. In consideration and remuneration for the Services, Company shall pay Provider a construction management fee ("Construction Management Fee") for the Project in the amounts set forth in Exhibit D. Fifty percent (50%) of the Construction Management Fee allocated to each Project shall be due and payable upon NTP. The remaining Fifty percent (50%) of the Construction Management Fee shall be due and payable in full to Provider upon the Commercial Operation Date. The payments in respect of the Construction Management Fee shall be payable by corporate check or wire transfer of immediately available funds to an account designated by Provider. The Construction Management Fee is the only compensation for the services. The total amount of the Construction Management Fee will be $500,00 (five hundred thousand Dollars), minus all costs related to the Project after the Commercial Operation Date.

1. Price Adjustments. The first payment will be made assuming a Construction Management Fee of $70,344 and the final payment will true up:

(i) any discrepancy between the Construction Management Fee calculation above and the actual cost paid for the Project. Actual cost paid for the Project shall be determined in an open-book analysis of all costs allocated and paid for the Project by the Project's Owner including any change orders, unforeseen expenses and Applicable Delay LDs described in Section 3.5 below. For the avoidance of doubt, under no situation shall the cost of the acquisition and EPC of the project exceed $500,000; and

(ii) any discrepancy percentage in the production between the ASTM Test and the Helioscope will result in an equal percentage of reduction in the Construction Management Fee to maintain the same projected return to investors for the project.

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3.2 Invoices and Payments. Provider shall submit to Company an invoice ("Invoice") for payment of the amount due of the applicable Construction Management Fee no later than fifteen (15) Business Days after the applicable NTP Date, the Commercial Operation Date, and 30 days after the Commercial Operation Date as the case may be. For the avoidance of doubt, Provider shall not be entitled to payment in the event and to the extent that any Construction Management Services are not performed in accordance with the material terms of this Agreement.

3.3 Time Allowed for Payment. Within thirty (30) days of receiving an Invoice from Provider, Company shall pay the amount set forth in such Invoice.

3.4 Interest on Overdue Payments. Any sums not timely paid shall accrue interest from the date due until paid at an annual rate equal to the lesser of (a) the "prime rate" (as published in the *Wall Street Journal*) from time to time plus two percent (2%), and (b) the highest rate permitted by applicable Law.

3.5 Applicable Delay LDs. If the Commercial Operation Date of the Project does not occur on or before July 8, 2021, Provider will pay Company the Applicable Delay LDs for such Project. The Parties agree that payment of the Applicable Delay LDs will be made by setting off the amount of the Applicable Delay LD against the final Construction Management Fee payable by Company to Provider with respect to the Project. The Parties agree that the Applicable Delay LDs are in the nature of liquidated damages and are a reasonable and appropriate measure of the damages that Company or its members would incur as a result of such delays or failures, and do not represent a penalty.

ARTICLE 4

COMPANY'S OBLIGATIONS

4.1 Site Access. Company shall cause the Company to provide to Provider complete and continuous access to each Project Site according to the terms and conditions set forth in the PPA, at the locations agreed to by the Parties, and as necessary to perform the Services.

4.2 Company's Representative. Company has appointed Mike Silvestrini as its representative ("Company's Representatives") for the Project whom shall have authority to administer this Agreement on behalf of Company, agree upon procedures for coordinating Company's efforts with those of Provider and furnish information, when appropriate, to Provider. Except as otherwise provided in this Agreement, any notice, approval, objection, assurance, inspection, delivery, certification, acknowledgment or similar action under this Agreement, given or received in writing by any Company's Representative, shall be effective as if given or received, as applicable, by Company. Company's Representatives may be changed at Company's discretion and Company shall provide notice of same to Provider.

4.3 Insurance. During the Term, Company shall cause the Company to obtain and maintain the insurance required to be obtained and maintained by such Company as set forth in Exhibit C.

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4.4 Company's Duty To Make Payments Under This Agreement. Company shall pay the Construction Management Fee to Provider as required by Article 3.

4.5 Company's Duty To Make Payments Under each EPC Agreement. Company shall make payments to the EPC Contractor under the EPC Agreement in accordance with the terms of the EPC Agreement. Such payments shall be authorized by Provider on behalf of Company in accordance with the relevant delegations of authority from Company.

ARTICLE 5

DEFAULT, TERMINATION, AND DAMAGES

5.1 Termination by Provider. Provider may terminate this Agreement for Company's material breach of this Agreement or for failure to pay any undisputed Invoice in accordance with this Agreement. Provider shall give Company notice to remedy the payment default five (5) Business Days after the payment due date including 30-day payment period described in Section 3.1 above. If Company has not remedied the payment default within twenty (20) Business Days after receipt of such notice, Provider may give notice of termination effective on the date specified in the notice. Upon termination, Provider's damages shall be limited to the portion of the Fees equal to the number of months of Services performed and that remain unpaid at the time of termination.

5.2 Termination by Company.

5.2.1. Termination by Company for Provider Default. Subject to Section 5.3 and Section 5.4, Company may terminate this Agreement immediately on notice to Provider if Provider:

(a) breaches any of its material obligations under this Agreement or fails to provide Services;

(b) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events;

(c) purports to assign or transfer this Agreement or any of its rights or interests herein, except as expressly permitted hereunder; or

(d) incurs liability hereunder equal to the limit on Provider's liability under Section 7.2.

5.2.2. Termination by Company Upon Notice. Company may terminate this Agreement by giving Provider thirty (30) days' prior written notice of its intent to terminate, in which case, this Agreement shall terminate on the date of the notice including cure periods described in Section 5.3 below. Upon termination, Company shall compensate Provider as set forth in Section 5.4.

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5.3 Notice of Termination; Right to Cure. Upon the occurrence of any event set forth in Section 5.2.1, Company shall give Provider notice specifying the event. If the breach is capable of timely cure, Provider shall have five (5) days after Company's notice to cure such breach. If Provider can demonstrate that such breach is subject to a reasonable cure that would extend beyond the five (5) day period, Provider may request an extension to the cure period of up to fifteen (15) days from Company's notice of breach, provided Provider has commenced to cure the breach within such five (5) day period and diligently pursues such remedy throughout such fifteen (15) day period. If Provider thereafter fails to diligently pursue the agreed remedy or the remedy proves insufficient to cure the breach, Company may give notice of termination at any time, effective on the date stated in the notice.

5.4 Termination Payment. Except for termination of the Agreement for Provider default in Section 5.2.1, Company shall compensate Provider for Services completed up to the date of termination, in an amount equal to (a) with respect to any termination on or after the Commercial Operation Date for a Project, the aggregate amount of the Fees that remain unpaid with respect to such Project at the time of termination, and (b) with respect to any termination prior to the Commercial Operation Date for a Project, the actual, documented costs and expenses incurred by Provider in performing the Services for such Project. The termination payment shall exclude any allowance for lost opportunity or for anticipated profits for unperformed services, and shall in no event exceed the aggregate amount of the Fees.

5.5 Invoice for Termination Payment. Provider shall submit an Invoice to Company for the termination payment with the supporting information and documents no later than fifteen (15) Business Days following the date of termination. Company shall pay such Invoice within thirty (30) days after its receipt. However, if Company disputes certain elements of the Invoice, Company shall pay the undisputed portion and notify Provider of the basis for the dispute. The Parties shall use the dispute resolution provisions in ARTICLE 10 to resolve any dispute regarding termination or the termination payment.

ARTICLE 6

FORCE MAJEURE

6.1 Excused Performance. Each Party shall be excused from performing its obligations hereunder to the extent performance is prevented or delayed by a Force Majeure Event. The claiming Party's suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event. Notwithstanding anything herein, a Force Majeure Event will not excuse or delay the incurrence of Applicable Delay LDs under Section 3.5.

6.2 Notice of Force Majeure. The claiming Party shall give the other Party notice describing the particulars of the Force Majeure Event promptly after its occurrence, but in no event more than one (1) day after the claiming Party becomes aware of such occurrence.

6.3 Written Estimate. Within ten (10) days after giving notice of the Force Majeure Event, the claiming Party shall give the other Party an estimate of the expected duration of the Force Majeure Event and its probable impact on the Services and the Work. The claiming Party shall continue to furnish the other Party with timely regular reports during the continuation of the Force Majeure Event.

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6.4 Notice upon Cessation of Force Majeure. The claiming Party shall give the other Party notice within one (1) day of the cessation of all or part of the Force Majeure Event.

6.5 Mitigation and Management. Each Party shall immediately exercise commercially reasonable efforts to mitigate or limit the impact to the applicable Project and damages to the other Party as a result of the Force Majeure Event and shall begin activities to correct or cure the event or condition excusing performance.

6.6 Continued Performance. Despite the occurrence of a Force Majeure Event, Provider shall continue to perform any unaffected Services pursuant to the terms of this Agreement. Provider shall only be entitled to payment for Services actually performed by the Provider during the period of the Force Majeure Event.

6.7 No Waiver or Excuse of Prior Default. No default of the claiming Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the Force Majeure Event.

ARTICLE 7

LIMITATION OF LIABILITY

7.1 No Consequential Damages. NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT.

7.2 Liability Cap. Provider's aggregate liability to Company, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed the aggregate amount of $500,000; provided, however, that the foregoing limitation shall not apply to acts of gross negligence, willful misconduct or fraud by Provider or Provider's indemnification obligations under Article 8 as a result of tort claims brought by a third party against any Company Indemnified Party.

ARTICLE 8

INDEMNIFICATION

8.1 Provider. Provider shall defend, indemnify and hold harmless Company, Owner, and the principals, directors, officers, shareholders, managers, agents, consultants, employees, successors, and assigns of each of them (the "Company Indemnified Parties") from and against any and all Liabilities incurred by any Company Indemnified Party in connection with any breach by Provider of its obligations hereunder or in connection with third party claims arising out of the negligent actions or omissions of Provider, its employees, agents, or subcontractors. Any indemnification payable under this Section 8.1 shall be net of any insurance proceeds paid to a Company Indemnified Party under Provider's or Company's insurance policies with respect to the circumstances giving rise to the indemnification hereunder.

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8.2 Company. To the extent permitted by Law, Company shall defend, indemnify and hold harmless Provider and its principals, directors, officers, shareholders, managers, agents, consultants, employees, successors and assigns (the "Provider Indemnified Parties") from and against any and all Liabilities incurred by any Provider Indemnified Party in connection with third party claims arising out of the negligent actions or omissions of Company, any Project Company, or the employees, officers, agents, or contractors (other than Provider, in any capacity, including as manager of the company) of any of them or from Pre-Existing Hazardous Materials. Any indemnification payable under this Section 8.2 shall be net of any insurance proceeds paid to a Provider Indemnified Party under Company's, any Project Company's, or Provider's insurance policies with respect to the circumstances giving rise to the indemnification hereunder.

8.3 Procedure. The indemnifying Party shall have the right to defend any indemnified Party with counsel (including insurance counsel) of the indemnifying Party's selection reasonably satisfactory to the indemnified Party, with respect to any claims within the indemnification obligations hereof; provided that the indemnified Party shall have the right to be represented therein by advisory counsel of its own selection at its own expense. If the defendants in any such action include both the indemnifying Party and the indemnified Party, and i) if the indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to or inconsistent with those available to the indemnifying Party, ii) any settlement is reasonably likely to involve injunctive, equitable or prospective relief or to materially and adversely affect the indemnified Party's business or operations other than as a result of monetary damages, or iii) the indemnified Party reasonably believes that the matter in question involves potential criminal liability, then the indemnified Party shall have the right to select separate counsel to participate in the defense of such action on its own behalf and at the indemnifying Party's expense. An indemnified Party shall give the indemnifying Party prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate in the defense of any such claims or actions. Without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld, the indemnifying Party shall not settle any claims or actions in a manner that (a) would require any action or forbearance from action by, or result in any judgment, including but not limited to criminal liability against, any indemnified Party or (b) does not include as an unconditional term thereof the giving of a release from all liability with respect to such claim by each claimant or plaintiff to the indemnified Party that is or may be subject to such claim. If the indemnifying Party fails to assume or diligently prosecute the defense of any claim in accordance with this Article 8, then the indemnified Party shall have the absolute right to control the defense of such claim and the right to settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding for which indemnity is afforded hereunder, and the fees and expenses of such defense, including reasonable attorneys' fees of the indemnified Parties' counsel and any amount determined to be owed by the indemnifying Party pursuant to such claim shall be borne by the indemnifying Party, provided that the indemnifying Party shall be entitled to participate in, but not control, such defense.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 Provider's Representations. Provider represents and warrants to Company, as of the Effective Date, that:

9.1.1. Provider is duly organized and validly existing in good standing under the Laws of the state of its formation and is qualified to do business in the state in which the Projects are located;

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9.1.2. Provider has the lawful authority and power to execute and carry out this Agreement and to perform its obligations hereunder;

9.1.3. Provider's execution, delivery and performance of this Agreement have been duly authorized and this Agreement has been duly executed and delivered and constitutes Provider's legal, valid and binding obligation, enforceable against Provider in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other legal principles pertaining to creditor's rights;

9.1.4. Except as otherwise contemplated herein, no material consents or approvals are required in connection with the execution, delivery and performance by Provider of this Agreement;

9.1.5. The execution, delivery and performance by Provider of this Agreement will not (a) violate any applicable Law or Permits applicable to Provider, (b) result in any breach of, or constitute a default under, any material contractual obligation of Provider, or (c) result in, or require, the imposition of any lien or encumbrance on any of the properties or revenues of Provider;

9.1.6. There is no pending or, to Provider's knowledge, threatened litigation, claim, action, suit, proceeding (including any arbitration proceeding) or governmental investigation of any nature against Provider which (a) seeks the issuance of an order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions provided for in this Agreement or (b) could reasonably be expected to have a material adverse effect on Provider's ability to perform its obligations hereunder.

9.2 Company Representations. Company represents and warrants to Provider, as of the Effective Date, that:

9.2.1. Company is duly organized and validly existing in good standing under the Laws of the state of its formation and is qualified to do business in the state in which the Projects are located;

9.2.2. Company has the lawful authority and power to execute and carry out this Agreement and to perform its obligations hereunder;

9.2.3. Company's execution, delivery and performance of this Agreement have been duly authorized and this Agreement has been duly executed and delivered and constitutes Company's legal, valid and binding obligation, enforceable against Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other legal principles pertaining to creditor's rights;

9.2.4. Except as otherwise contemplated herein, no material consents or approvals are required in connection with the execution, delivery and performance by Company of this Agreement;

9.2.5. The execution, delivery and performance by Company of this Agreement will not (a) violate any applicable Law or Permits applicable to Company, (b) result in any breach of, or constitute a default under, any material contractual obligation of Company, or (c) result in, or require, the imposition of any lien or encumbrance on any of the properties or revenues of Company;

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9.2.6. There is no pending or, to Company's knowledge, threatened litigation, claim, action, suit, proceeding (including any arbitration proceeding) or governmental investigation of any nature against Company which (a) seeks the issuance of an order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions provided for in this Agreement or (b) could reasonably be expected to have a material adverse effect on Company's ability to perform its obligations hereunder.

ARTICLE 10

DISPUTE RESOLUTION

10.1 Management Negotiations. The Parties shall use all reasonable efforts to settle any controversy, claim or dispute between the Parties arising out of or in connection with this Agreement, including any question regarding the existence, scope, validity, or termination of this Agreement ("Dispute"), through negotiation between authorized members of each Party's senior management. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within five (5) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the Dispute is not resolved within fifteen (15) Business Days of their first meeting, then either Party may pursue any other remedies available to it in law or in equity.

10.2 Third Parties. Where any Dispute raises issues which are substantially the same as or connected with issues between Company and any other contractor employed by Company in respect of any Project or any third party ("Related Dispute"), Company and Provider agree that, at the request of either the Provider or Company, such Dispute under this Agreement may be consolidated with the Related Dispute into a single proceeding. The proceedings shall be consolidated into the proceeding that commenced first. The Parties agree to be bound by the decision rendered in the consolidated proceeding.

10.3 Interim Relief. Nothing in this Article 10 shall preclude either Party from seeking urgent interim relief from a court of competent jurisdiction.

ARTICLE 11

NOTICES

Any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be sent by hand messenger delivery or overnight courier service (or electronic mail if mutually acceptable procedures are developed) to the other Party at the address set forth below:

If delivered to Company,

35 Noble Street
Brooklyn, NY 11222
Attention: Mike Silvestrini
Or:
mike@energea.com

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If delivered to Provider:

PO Box 250864
New York, NY 10025
Attention: Dan Giuffrida

ARTICLE 12

MISCELLANEOUS

12.1 Entire Agreement. This Agreement and the documents executed in connection herewith constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements or representations of the Parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

12.2 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by Company or Provider constitutes a waiver of any other right or remedy contained or provided by Law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

12.3 Assignment.

12.3.1. General. Subject to Section 12.3.2, neither Party shall assign or in any other manner transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or transfer without such consent, whether voluntary or involuntary, by operation of Law, under legal process or proceedings, by receivership, in bankruptcy or otherwise, is void.

12.3.2. Permitted Assignments. Notwithstanding Section 12.3.1, Company may, without Provider's consent, but with written notice to Provider: (i) assign this Agreement to (A) any subsidiary, affiliate or special purpose company formed by Company or any Affiliate for the purpose of developing and owning any Project, or (B) a purchaser of all or substantially all of Company's assets or Company's successor in interest as part of a corporate reorganization, consolidation, take-over, merger or other business combination, or (ii) collaterally assign this Agreement as security to any Financing Party; provided, however, that no assignment of this Agreement by Company pursuant to the foregoing sub-clauses (i) or (ii) shall release Company from its further obligations and Liabilities under this Agreement. A permitted assignee of Company under this Section 12.3.2 shall be bound by the obligations of this Agreement (upon consummation of a foreclosure of its security interest in the case of a Financing Party) and shall, upon Provider's request, deliver a written assumption of Company's rights and obligations under this Agreement to Provider.

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12.4 Confidentiality.

12.4.1. Neither Party (the "Receiving Party") shall use for any purpose other than performing the Services under this Agreement or owning and operating each Project, divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the "Disclosing Party"), any confidential information of the Disclosing Party. Confidential information includes, without limitation, this Agreement and the exhibits hereto, all information or materials prepared in connection with the Services performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets, in each case where such information or material is clearly marked as confidential or where the Receiving Party reasonably assumes under the circumstances that such information or material is considered confidential information of the Disclosing Party. The Receiving Party may grant access to such documentation and information to its respective employees and authorized contractors, subcontractors and agents whose access is necessary to fulfill the terms of this Agreement. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party or otherwise had an unrestricted right to disclose such information. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose confidential information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange the shares of any Party are listed on, (ii) as otherwise required by Law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors, Financing Parties and other potential financing sources and their advisors, in each case if the party receiving the confidential information is bound by the same or similar confidentiality obligations, (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the confidential information is bound by the same or similar confidentiality obligations, or (vii) to the United States Department of the Treasury or the Internal Revenue Service in connection with tax incentives. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure.

12.4.2. The Parties' obligations under this Section 12.4 shall terminate on the date that is two (2) years after the earlier to occur of the expiration or termination of this Agreement.

12.5 Governing Law. This Agreement and all claims arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by the Laws of the State of New York, without regard to the conflicts of law principles that would result in the application of any Law other than the Law of the State of New York.

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12.6 Consent to Jurisdiction. Without limiting the requirements of Article 10, each Party hereby irrevocably consents and agrees that any legal action or proceedings brought with respect to any dispute arising out of this Agreement shall be brought in, and each Party submits to the jurisdiction and venue of the state and federal courts of the State of New York, County of New York, and by execution and delivery of this Agreement, each of the Parties hereby (i) accepts the nonexclusive jurisdiction of the foregoing courts, (ii) irrevocably agrees to be bound by any final judgment (subject to any appeal) of any such court with respect thereto, and (iii) irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by Law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action or proceeding shall be conclusive (subject to any appeal) and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by Law.

12.7 Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

12.8 Status of the Parties. Provider shall be an independent contractor to Company with respect to the Services, and neither Provider nor its employees or agents shall be deemed to be the employees or representatives of Company in connection with any matter relating to this Agreement. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. Provider shall be responsible for and shall pay all federal, state or local income taxes, payroll taxes and self- employment taxes upon the compensation paid for services rendered under this Agreement, and all other applicable taxes.

12.9 Parties in Interest. Except for each Project Company, each of which is entitled to enforce the Company's rights hereunder to the extent of its own interest, nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than the Parties, their respective successors and permitted assigns, the Company Indemnified Parties and the Provider Indemnified Parties, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement.

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12.10 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by the Parties hereunder and to effectuate the purposes and intent of this Agreement. In particular, (a) Provider shall cooperate with and provide reasonable assistance to Company, each Project Company, any Financing Party, and the insurers of each Project and their independent engineering, environmental, financial, legal, technical and other consultants, officers, employees, representatives and agents, in relation to their due diligence, financial, technical, scientific, engineering, accounting, environmental studies, monitoring, inspections, audits, and the creation and administration of milestone and completion tests that shall test the physical, mechanical, legal, reliability, financial, regulatory and other relevant aspects of completion of the Work and the Projects and (b) Provider shall (at its own cost) furnish such consents to assignment, direct agreements, disclosure, certifications, representations, estoppel certificates and opinions of counsel addressed to Company, each Project Company, its affiliates and any Financing Parties, as may be reasonably requested by Company, such Project Company, or the Financing Parties and that are customarily provided by counterparties such as Provider in connection with Company or such Project Company obtaining any financing, hedge or offtaker arrangement relating to the Projects.

12.11 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by both Parties.

12.12 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions will remain in full force and effect.

12.13 Survival. The provisions of Article 5, Article 7, Article 8, Article 10, Article 11, and Article 12 shall survive termination of this Agreement to the extent required for their full performance.

12.14 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means (including portable document format, “pdf”), each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have caused this Development and Construction Management Agreement to be executed by their authorized representatives as of the Effective Date.

COMPANY:

PHYTOPLANKTON PONUS RIDGE SOLAR LLC

By: /s/ Mike Silvestrini
Name: Mike Silvestrini
Title: Manager

PROVIDER:

PLANKTON ENERGY LLC

By: /s/ Dan Giuffrida
Name: Dan Giuffrida
Title: Manager

Signature Page to Construction Management Agreement

EXHIBIT A

PROJECTS

Project Company	**Host**	**Capacity (kW DC)**
Phytoplankton Ponus Ridge Solar LLC	West Elementary School	300

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EXHIBIT A-1

MATERIAL CONTRACTS

1. Solar Photovoltaic (PV) System Construction Agreement between the Company and Centurion Solar Energy LLC, dated December 4th, 2020 (“EPC Contract”);

2. the Solar Power Purchase Agreement between the Company and New Canaan Public Schools, dated December 2nd, 2020 (“PPA”);

3. the Interconnection Agreement;

4. Modules purchase order with Kinect Solar;

5. Inverters and Racking Purchase Orders with CED Greentech;

6. Standard Contract for the Purchase and Sale of Connecticut Class I Renewable Energy Credits from Low or Zero Emission Projects by and between The Connecticut Light and Power Company dba Eversource Energy and Town of New Canaan Public Schools, dated as of November 26, 2018 (“ZREC Contract”)

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EXHIBIT B-1

CONSTRUCTION MANAGEMENT SERVICES

Construction Management Services generally include all activities necessary to monitor, manage, perform and exercise, on behalf of and as agent for each Project Company, such Project Company's rights and obligations under the applicable EPC Agreement (other than (a) such Project Company's obligation to make payments or procure equipment under such EPC Agreement, (b) such Project Company's right to contract with and retain separate contractors and (c) such Project Company's obligation to provide any Project Company-provided facilities and services) and endeavor to secure full and proper performance of the obligations of the applicable EPC Contractor under such EPC Agreement. Construction Management Services shall include the following obligations:

1. Negotiate and Execute Amendments. Negotiate, on behalf of and as agent for each Project Company, any amendments required to the applicable EPC Agreement, subject to such Project Company's approval.

2. Maintain Presence at Each Project Site; Facilitate Access. Maintain a constant presence at each Project Site and facilitate each Project Company's access to the applicable Project Site.

3. Coordinate Activities. Provide administrative, management and related services in order to manage each Project in accordance with the applicable Project Schedule.

4. Conduct Meetings on Behalf of each Project Company. Schedule and conduct meetings as required by each Project Company, to discuss such matters as procedures, progress and scheduling. Provider shall promptly prepare and distribute minutes of these meetings to such Project Company and the applicable EPC Contractor as appropriate.

5. Notify Company and each Project Company of Meetings Held by Provider. Give reasonable notice of periodic meetings held by Provider to assess the status of completion of the Work to be performed under each EPC Agreement. The applicable Project Company shall be entitled to receive such notice and to have representatives in attendance at those meetings in person or by telephone.

6. Provide Status Report. Submit to each Project Company monthly status reports containing relevant progress reports and information ("Status Reports").

7. Update the Project Schedules; Include in Status Reports. Record progress of each Project and update each Project Schedule. Provider shall update and reissue each Project Schedule as required to show current conditions on a monthly basis and provide such Project Schedule and commentary on the key schedule milestones anticipated to be attained during the subsequent thirty (30) days in each Status Report.

8. Monitor General Performance and Report on Performance of each EPC Contractor and Subcontractors. Monitor the overall performance of each EPC Contractor (and any subcontractors) and advise Company and each Project Company of any material concerns Provider may have with respect to such EPC Contractor's (and any subcontractors') performance of the Work.

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9. Monitor and Report on Safety Compliance.

   a. Monitor the implementation of the EPC Contractor's (and any subcontractors') safety programs with respect to compliance with applicable Laws, and the requirements of the applicable EPC Agreement,

   b. Require that employees of Provider, Company, each Project Company, and personnel authorized for any Project Site access comply with the requirements of the aforementioned safety programs, and

   c. Report in the monthly Status Report the status of health and safety issues, including calculation of accident incidents rates for all man-hours accrued by all personnel actively working on each Project Site for each EPC Contractor's, Provider's, each Project Company's, and Company's personnel, as applicable.

10. Emergency Reporting of Significant Events. Contact the applicable Project Company's Representative as follows in the event a significant event occurs on any Project Site or during off-site activities related to any Project:

   a. Fatality – Immediately (as soon as possible after Provider learns of the event),

   b. Strike, public actions, protests, blockages or similar events which will or may impact the progress of the Work – Immediately if Work is stopped, otherwise within twenty-four (24) hours after Provider learns of the event,

   c. Injury resulting in a Lost Time Accident (LTA) – Within twenty-four (24) hours after Provider learns of the event,

   d. Fire or Explosion – Within twenty-four (24) hours after Provider learns of the event,

   e. Occurrence at any Project Site that results in material liability under any Environmental Law or the Release of Hazardous Materials that has resulted or could reasonably be expected to result in personal injury required to be reported by any party to a Material Contract or any such Person's subcontractor – Within twenty-four (24) hours after Provider learns of the event,

   f. Discovery of any Pre-Existing Hazardous Material that could reasonably be expected to result in an indemnity claim under Section 8.2 of the Agreement to which this Exhibit B-1 is appended – Within twenty-four (24) hours after Provider learns of the event, and

   g. Provider shall use professional judgment in notifying Company and each Project Company within twenty-four (24) hours for other events that in the Provider's judgment may have an impact on any Project including any event that may constitute a Force Majeure Event.

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11. Monitor Environmental Compliance. Monitor the implementation and enforcement of each EPC Contractor's (and any subcontractors') environmental programs with respect to compliance with applicable Permits, applicable Laws (including Environmental Laws) and the requirements of the applicable EPC Agreement.

12. Ensure Compliance with Permits. Appoint and manage an environmental control officer who shall monitor compliance on behalf of each Project Company with respect to applicable Permits and applicable Laws (including Environmental Laws).

13. Monitor Quality Control Programs. Monitor each EPC Contractor's (and any subcontractor's) quality assurance/quality control plans.

14. Create and Maintain, and Manage Certain Records. Create and maintain records of: (i) authorized work performed under unit costs; (ii) additional work performed on the basis of actual costs of labor and materials; (iii) other Work requiring monitoring; (iv) drawings, specifications, addenda, change orders and other modifications; (v) all relevant Project correspondence (letters, faxes, relevant emails) exchanged during the Term; and (vi) reviewed submittals related to performance of each EPC Agreement. All records and files shall be maintained in good order and kept current, to record changes and selections made during construction. To the extent practicable, all filing and records shall be periodically backed up. All site photos shall be maintained in electronic format. Provider shall make all such records available during construction and upon completion of each Project shall deliver them to the applicable Project Company. If so requested, Provider may make copies and retain for its records. Provider shall grant to Company and each Project Company access to the Provider's web-based database (SharePoint or otherwise) for Project electronic information.

15. Review and Certify Invoices for Payment. Develop and implement procedures for the review and processing of invoices for milestone, progress and final payments by each Project Company under the applicable EPC Agreement, and the invoicing processes shall include the incorporation of the requirements of the financing documents, as applicable. Provider shall not be responsible to advance any funds to any EPC Contractor (or any subcontractors) from its own account.

16. Monitor Performance in Accordance with Agreements; Additional Inspections; Rejection of Work. Monitor whether the Work of each EPC Contractor (and any subcontractors) is being performed in accordance with the requirements of the applicable EPC Agreement, endeavoring to guard Company and the applicable Project Company against deficiencies in such EPC Contractor's (and any subcontractors') obligations under such EPC Agreement. As appropriate Provider shall have authority to require additional inspection or testing of the Work in accordance with the provisions of the applicable EPC Agreement, whether or not such Work is fabricated, installed or completed. Provider may reject Work which does not conform to the requirements of the applicable EPC Agreement.

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17. Notify the Applicable Project Company of Defects or Delays. Promptly notify the applicable Project Company of (a) any material defects discovered in the Work of the applicable EPC Contractor, and (b) any material delays or anticipated delays in the applicable Project Schedule during the construction period; provided, however, that the applicable EPC Contractor shall have sole responsibility for the means and methods of performance of its work under the applicable EPC Agreement.

18. Notify the Applicable Project Company of Required Actions. Provide the applicable Project Company advance notice of any actions such Project Company is required to take in order to promote a timely and properly constructed Project. Provider shall perform, as agent of the applicable Project Company, all of such Project Company's obligations under the applicable EPC Agreement with respect to various completion activities thereunder, including (i) performance, observation, and validation of all performance testing, and (ii) preparation of any required completion certificates.

19. Respond to Requests for Interpretation. Respond to requests from the applicable EPC Contractor, any subcontractors, and the applicable Project Company for interpretations of the meaning and intent of each EPC Agreement, drawings, and specifications, and assist in the resolution of questions that may arise.

20. Changes and Variations. Consistent with and according to the terms governing change orders in the applicable EPC Agreement, (i) review requests for scope changes, (ii) assist in negotiating the applicable EPC Contractor and subcontractor proposals, (iii) submit recommendations for change orders to the applicable Project Company, and (iv) if a recommendation is approved by the applicable Project Company or a change is unilaterally instructed by any Project Company, prepare a change order that incorporates the modifications into the applicable EPC Agreement for approval by such Project Company.

21. Coordinate with Utility. Coordinate all technical activities with the local utility and the applicable PPA offtaker necessary for substation interconnection and the sale of power from each Project as required under the applicable Interconnection Agreement and the applicable PPA.

22. Deliver Property. Upon completion of performance of this Agreement, or upon its termination, deliver to the applicable Project Company all property, including keys, manuals, record documents, record drawings, tools, equipment, maintenance stocks, spare parts, and temporary Project Site equipment such as computers, office equipment, servers, communication equipment, furnishings, vehicles, or similar purchased by the applicable Project and transferred to the care and custody of the Provider to administer this Agreement, and which have not been transferred or disposed of under the direction of the applicable Project Company.

23. Administer Retainage or Setoffs. Administer and enforce the maintenance and release of any retention, holdback, setoff or recoupment under each EPC Agreement.

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24. Claims. Manage claims, including warranty claims, and closing out of punchlist items under each EPC Agreement.

25. Perform Project Companies' Representative Role. Perform the role of Owner's Representative (as defined in the applicable EPC Agreement for each Project) as described in the applicable EPC Agreement.

26. Final Commissioning. Supervise the commissioning work required to reach the Commercial Operation Date under each PPA, including interaction with the applicable local utility, independent engineer and Financing Parties' technical advisor.

27. Manage Obligations and Exercise Rights. Manage each Project Company's obligations and exercise such Project Company's rights under the Material Contracts as applicable to the Construction Management Services.

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EXHIBIT B-2

DEVELOPMENT SERVICES

The Development Services shall include the following:

1. Negotiate Installation, Procurement and Construction Contracts. Negotiate and cause to be executed in the name and on behalf of the Company and each Project Company, as applicable, agreements for the design, purchase, installation, construction and testing of the Projects, and any agreements for preparation of the Project Sites, including the land on which the Projects are to be installed, and the furnishing of any supplies, materials, machinery or equipment therefor, and any amendments thereto.

2. Coordinate Contractors, Professionals and Consultants. Coordinate contractors, professionals and consultants employed in connection with the design, installation and construction of the Projects and the debt and equity financing for the Projects, as applicable.

3. Negotiate Offtake Agreements. Negotiate and cause to be executed in the name and on behalf of each Project Company an agreement with one or more purchasers for the sale of electricity and other electricity-related products, and agreements for the interconnection of the applicable Project, and matters relating to the foregoing.

4. Manage Public Relations. Support and assist each Project Company with the public relations effort and interface with (a) power purchase agreement customers, (b) the utility, (c) governmental agencies, (d) land owners, (e) the local communities, and (f) other parties interested in the development and installation of each Project, including collection and dissemination of information with respect to each Project.

5. Coordinate Consultant Review. Coordinate independent engineers, environmental consultants, and title reviews for review of each Project's feasibility.

6. Obtain and Maintain Permits. Obtain and maintain on behalf of each Project Company all Permits that are required to be obtained by such Project Company for the development, construction, installation and operation of the applicable Project. The cost of such Permits shall be paid by the applicable Project Company. Provider shall act as a liaison with government agencies with respect to all matters related to Permits.

7. Facilitate and Coordinate Financing Arrangements. Assist the Company and the Project Companies to obtain debt and equity financing for the Projects. Engage with the Financing Parties as required by the financing agreements for the Projects. Coordinate satisfaction of the conditions precedent to funding under the debt and equity financing agreements for the Projects. Prepare and submit to Company or each Project Company, as applicable, or their applicable affiliates, for approval all requests for loan advances or other payments under any financing agreements for the Projects.

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8. Manage Insurance Program. Manage the insurance program in accordance with policy documents including (i) payment/ renewal of premiums by each Project Company and collection of any return premiums on behalf of each Project Company; (ii) maintaining compliance by all insured parties with the terms, conditions and warranties contained within the insurance policies required to be obtained and maintained under the Material Contracts; and (iii) claims management including initial review, evaluation and documentation of claims made by the Material Contract counterparties.

9. Prepare Budgets. Prepare and update pro-forma capital and operating budgets for the Projects. Assist with preparation of the financial model for the Projects.

10. Maintain Information and Records. Assist the Company in providing information relating to the Projects as required in connection with the development, installation and construction of the Projects. Assist the Company in assembling and retaining all contracts, agreements and other records and data with respect to the development, installation and construction of the Projects.

11. Review Progress Reports. Review reports on the progress of development, installation and construction of the Projects as requested by the Company.

12. Manage Obligations and Exercise Rights. Manage each Project Company's obligations and exercise such Project Company's rights under the Material Contracts as applicable to the Development Services.

13. File a Property Tax Exemption Claim with the assessor or board of assessors with the Town of New Canaan on or before the first day of November in the applicable assessment year.

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EXHIBIT C

INSURANCE REQUIREMENTS

1. Provider Obtained Insurance Policies

   - Commercial General Liability
   - Commercial Automobile Liability
   - Employer's Liability / Worker's Compensation

2. Project Company Obtained Insurance Policies

   - Commercial General Liability
   - Commercial Automobile Liability
   - Employer's Liability / Worker's Compensation
   - Builder's All-Risk
   - Marine & Inland Transit

Note: Provider shall manage the policies set forth in Section 2 hereof.
Note: Each Project Company may satisfy insurance requirements through policies obtained by the applicable EPC Contractor.

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EXHIBIT D

FEES AND APPLICABLE DELAY LDS

Project Company	**Development Fee**	**Construction Management Fee**	**Applicable Delay LDs**

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EXHIBIT E

COMMISSIONING REPORT

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Exhibit 1A.4F

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

PLANKTON ENERGY LLC
As Seller

and

ENERGEA PORTFOLIO 4 USA LLC
As Purchaser

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SCHEDULES

DISCLOSURE SCHEDULES

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement") is entered into as of March 30, 2021, by and among **ENERGEA PORTFOLIO 4 USA LLC**, a Delaware limited liability company ("Purchaser"), and **PLANKTON ENERGY LLC**, a New York limited liability company ("Seller", and together with Purchaser, the "Parties").

RECITALS

A. PHYTOPLANKTON PONUS RIDGE SOLAR LLC, a Delaware limited liability company (the "Company") is developing and intends to cause to be constructed, and thereafter to operate and maintain, a photovoltaic solar power project anticipated to be capable of generating approximately 300 kW DC of solar energy, to be located at 769 Ponus Ridge Road, New Canaan, CT 06840, as such project and such site are more fully described in this Agreement.

B. Seller owns 100% of the issued and outstanding limited liability company interests in the Company (the "Membership Interests").

C. Seller wishes to sell, and Purchaser wishes to purchase, all of the Membership Interests, on the terms and subject to the conditions set forth in this Agreement.

D. Seller, Purchaser and the Company and certain of their respective Affiliates intend contemporaneously with the execution of the Agreement contemplated herein to enter into a series of additional agreements; relating to the projects; more specifically, a Construction Management Agreement ("CMA Contract").

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NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions

For purposes of this Agreement:

"Affiliate" means, with respect to any designated Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such designated Person. The term "control" (including the terms "controlled by" or "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise; provided, however, that, in any event, any Person which owns directly or indirectly fifty percent (50%) or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or fifty percent (50%) or more of the partnership or other ownership interests of any other Person (other than as a limited partner of such other Person) will be deemed to control such corporation or other Person.

"Agreement" has the meaning given to that term in the preamble to this Agreement.

"Assignment Instrument" means an assignment instrument substantially in the form of the attached Exhibit A.

"Bankruptcy" means, with respect to any Person, (a) such Person admitting in writing its inability to, or being generally unable to, pay its debts as such debts become due; or (b) such Person (i) applying for or consenting to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property, (ii) making a general assignment for the benefit of its creditors, (iii) commencing a voluntary case under the United States Bankruptcy Code ("Bankruptcy Code"), (iv) filing a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (v) failing to controvert in a timely and appropriate manner, or acquiescing in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (vi) taking any corporate action for the purpose of effecting any of the foregoing; or (c) the commencement of a proceeding or case, without the application or consent of such Person, in any court of competent jurisdiction, seeking (i) its reorganization, liquidation, dissolution, arrangement of winding-up, or the composition or readjustment of its debts, (ii) the appointment of a receiver, custodian, trustee, examiner, liquidator or the like of such Person or of all or any substantial part of its property, or (iii) similar relief in respect of such Person under any law relating to bankruptcy, insolvency, reorganization, winding- up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 90 or more days; or an order for relief against such Person shall be entered in an involuntary case under the Bankruptcy Code.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which national banking institutions in New York or __________are closed as authorized or required by Law.

"Claiming Party" has the meaning given to that term in Section 8.3(a).

"Closing" has the meaning given to that term in Section 3.1.

"Closing Date" has the meaning given to that term in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended.

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"Company" has the meaning given to that term in the recitals to this Agreement.

"Confidential Information" has the meaning given to that term in Section 7.3.

"Contractor" means Centurion Solar Energy LLC, a Delaware limited liability company, in its capacity as the prime contractor under the EPC Contract.

"Damages" has the meaning given to that term in Section 8.2(a).

"Effective Date" has the meaning given to that term in the preamble to this Agreement.

"Encumbrances" means encumbrances, liens, charges, pledges, collateral assignments, options, mortgages, deeds of trust, security interests, claims, restrictions (whether on voting, sale, transfer, disposition, or otherwise), assessments, easements, variances, purchase rights, rights of first refusal, reservations, encroachments, irregularities, deficiencies, defaults, defects, adverse claims, interests, and other matters of every type and description whatsoever, whether voluntary or involuntary, choate or inchoate or imposed by Law, agreement (including any agreement to give any of the foregoing or any conditional sale or other title retention agreement), understanding, or otherwise, and whether or not of record, impairing or affecting the title to real or personal property.

"EPC Contract" means the Engineering, Procurement and Construction Agreement to be entered into between Contractor and Purchaser, executed contemporaneously with this Agreement, for the design, construction and installation of the Project,.

"ERISA" has the meaning given to that term in Section 4.17.

"Expiration Date" has the meaning given to that term in Section 8.1.

"FERC" means the Federal Energy Regulatory Commission and any successor agency.

"Financial Statements" has the meaning given to that term in Section 4.11.

"Governmental Authority" means the United States of America, any state, commonwealth, territory, or possession thereof, any county or municipal government, any governmental authority and any political subdivision or agency of any of the foregoing, including courts, departments, commissions, boards, bureaus, regulatory bodies, agencies or other instrumentalities.

"Indemnifying Party" has the meaning given to that term in Section 8.3(a).

"Intellectual Property" means U.S. and foreign: (i) registered and unregistered trademarks, trade dress, service marks, trade names, corporate names, Internet domain names, and registrations and applications to register same; (ii) patents and patent applications, invention disclosures, and any and all divisions, continuations, continuations-in-part, reissues, re-examinations, and extensions thereof, counterparts claiming priority therefrom, utility models, certificates of invention and like statutory rights; (iii) registered and unregistered copyrights (including, but not limited to, those in computer software and data bases), semi-conductor chip product rights, and registrations and applications to register same; (iv) rights to use the names, likeness, signatures, and biographical information of natural persons; and (v) trade secrets, as defined in the Uniform Trade Secrets Act, including business information, formulas, technology, processes, methods, and know-how.

"Interconnection Agreement" means the agreement to be entered into between Company and the local utility for interconnecting the solar facility to the electric grid at the Black Mountain Generating Station.

"Law" means any applicable statute, law, ordinance, regulation, rate, ruling, order, restriction, requirement, writ, injunction or decree which as been enacted, issued or promulgated by any Governmental Authority including, without limitation, environmental law.

"Licenses and Permits" means filings and registrations with, and licenses, permits, notices, approvals, exemptions and authorizations from, any Governmental Authority.

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"Managing Member" means Plankton Asset Management LLC, a New York limited liability company, in its capacity as the manager or the managing member, as applicable, of the Company.

"Material Adverse Effect" means a material adverse effect on the business, assets, financial condition or results of operations of the Company or the Project, excluding any effect resulting from (i) a change in political, social, economic, industry, market or financial conditions; (ii) any change in any applicable Law or regulatory policy, (iii) effects of abnormal weather or meteorological events; (iv) strikes, work stoppages or other labor disturbances; or (v) execution and delivery of the Transaction Documents or the transactions contemplated thereby or the announcement of such transactions.

"Member" means a member of the Company.

"Net Indebtedness" means the positive or negative amount equivalent to the Indebtedness of the Company minus cash and cash equivalents of the Company, on a consolidated basis.

"Original LLC Agreement" means the LLC Operating Agreement of the Company.

"Parties" has the meaning given to that term in the preamble to this Agreement.

"Permitted Encumbrances" means (a) rights, options, obligations and restrictions provided for under the Transaction Documents, (b) rights and options of the PPA Customer provided for in the PPA and/or the Site Lease, (c) liens for taxes not yet due or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (d) carriers', warehousemen's, mechanics', material men's, repairmen's, employees', contractors', operators' or other similar liens or charges securing the payment of expenses not yet due and payable, (e) trade contracts or other obligations of a like nature incurred in the ordinary course of business of the Company, (f) obligations or duties to any Governmental Authority (including under licenses and permits held by the Company and under all applicable Laws), (g) obligations or duties under easements, leases or other property rights incurred in the ordinary course of business, [and] (h) all other encumbrances and exceptions not incurred for borrowed money and not having a Material Adverse Effect on either the use of the applicable assets or the value of any such assets and (i) prior to the consummation of the Closing, and subject to Section 3.3(c)(v), liens and security interests in favor of Persons providing construction or vendor financing for the Project.

"Person" means any individual, firm, corporation, partnership, association, limited liability company, trust or any other entity or organization, including a Governmental Authority.

"PPA" means the Solar Project Power Purchase Agreement dated as of December 2, 2020 by and between the Company and PPA Customer.

"PPA Customer" means New Canaan Public Schools, a Connecticut municipal entity.

"Project" means an approximately 300 kW DC solar photovoltaic power plant, as more fully described in the EPC Contract.

"Project Contracts" mean the Solar Photovoltaic (PV) System Construction Agreement between the Company and Centurion Solar Energy LLC, dated December 4th, 2020 ("EPC Contract"), the Solar Power Purchase Agreement between the Company and New Canaan Public Schools, dated December 2nd, 2020 ("PPA"), the Interconnection Agreement, Modules, Inverters and Racking Purchase Orders, the ZREC Contract and the Construction Management Agreement between the Company and Plankton Energy LLC, dated March 31, 2021 ("Construction Management Agreement"), all attached as Exhibit C.

"Purchase Order" mean (i) the Sales Order #SO-13009079, dated February 4th, 2021, by Kinect Solar, in the total amount of $111,024.60 and (ii) the Quote #1031388 REV #066, dated March 3rd, 2021, by Consolidated Electrical Distributors Inc, in the total amount of $79,636.62.

"Purchase Price" has the meaning given to that term in Section 2.2.

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"Purchaser" has the meaning given to that term in the preamble to this Agreement.

"Purchaser Indemnified Group" has the meaning given to that term in Section 8.2(a).

"QF" means a "qualifying small power production facility" as defined under the Public Utility Regulatory Policies Act of 1978.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller" has the meaning given to that term in the recitals to this Agreement.

"Seller Indemnified Group" has the meaning given to that term in Section 8.2(b).

"Seller Principals" means Daniel Giuffrida.

"Site" means the real property described in the Site Lease attached as Exhibit C.

"Tax" or "Taxes" means any and all taxes, including any interest, penalties, or other additions to tax that may become payable in respect thereof, imposed by any Governmental Authority, which taxes shall include, without limiting the generality of the foregoing, all income taxes, profits taxes, taxes on gains, alternative minimum taxes, estimated taxes, payroll taxes, employee withholding taxes, unemployment insurance taxes, social security taxes, welfare taxes, disability taxes, severance taxes, license charges, taxes on stock, sales taxes, use taxes, ad valorem taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real or personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation taxes, windfall taxes, net worth taxes, and other taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges of the same or of a similar nature to any of the foregoing.

"Tax Return" means any and all returns, reports, information returns, declarations, statements, certificates, bills, schedules, documents, claims for refund, or other written information of or with respect to any Tax which is supplied to or required to be supplied to any Governmental Authority, including any and all attachments, amendments and supplements thereto.

"Third Party" means a Person other than a Party or an Affiliate of a Party.

"Transaction Documents" means this Agreement and the Assignment Instrument.

"Vender" means the suppliers of modules, inverters and all equipment and services, such as engineering, brokers, permitting and interconnection service providers.

"ZREC Contract" means the Standard Contract for the Purchase and Sale of Connecticut Class I Renewable Energy Credits from Low or Zero Emission Projects by and between The Connecticut Light and Power Company dba Eversource Energy and Town of New Canaan Public Schools, dated as of November 26, 2018.

1.2 References; Gender; Number; Certain Phrases. All references in this Agreement to an "Article," "Section," "Exhibit" or "Schedule" are to an Article, Section, Exhibit or Schedule of this Agreement, unless the context requires otherwise. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. All exhibits, annexes and schedules referred to herein as an Exhibit, Annex or Schedule hereto are intended to be and hereby are specifically made a part of this Agreement. The words "this Agreement," "hereof," "hereunder," "herein," "hereby," "thereof," "thereunder," or words of similar import refer to this Agreement as a whole and not to a particular Article, Section, subsection, clause or other subdivision hereof, unless the context requires otherwise. Whenever the context requires, the words used herein include the masculine, feminine and neuter gender, and the singular and the plural. The words "include," "includes" and "including" are illustrative, not exclusive. The words "shall" and "will" have the same meaning.

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Any date specified for action that is not a Business Day shall mean the first Business Day after such date. References to day shall mean calendar days unless Business Days are specified. References to Dollars or $ are to U.S. Dollars.

ARTICLE II

ACQUISITION OF MEMBERSHIP INTERESTS

2.1 Acquisition of Membership Interests. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of the right, title and interest of Seller in and to the Membership Interests at the Closing, on the terms and subject to the conditions set forth in this Agreement.

2.2 Purchase Price. The purchase price (the "Purchase Price") to be paid by Purchaser to the Company for the Membership Interests shall be the amount of TWO-HUNDRED AND TEN THOUSAND, ONE-HUNDRED AND FIFTY EIGHT DOLLAR $210,158, which amount shall be due and owing upon the Closing.

2.3 Purchase Price Adjustment. The Parties agree that the Purchase Price was fixed considering a cash and debt-free basis, therefore, the Purchase Price shall be increased or decreased as a result of the following adjustments.

2.3.1 Net Indebtedness. Seller shall confirm and represent at Closing that the Net Indebtedness of the Company at Closing is zero and, if different, all its amount (positive or negative) shall adjust the Purchase Price to be paid.

2.3.2 Any Net Indebtedness at Closing that is identified by Purchaser post-Closing shall be discounted from or added to the Purchase Price to be paid by Purchaser to Seller or, if such payment has already occurred, the amount due by such adjustment shall be paid by the relevant Party in thirty (30) days from such identification.

ARTICLE III

CLOSING

3.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place virtually on the date that is not more than two (2) days after all of the conditions in this Article III have either been satisfied or, in the case of conditions not satisfied, waived in writing by the Party entitled to the benefit of such conditions (the "Closing Date"). The conditions precedent to the obligations of Purchaser set forth in Section 3.2 (and corresponding obligation of the Company to make the deliveries specified in that Section) are conditioned upon the satisfaction of the conditions (and receipt by the Company of closing deliveries) set forth in Section 3.3; and the conditions precedent to the obligations of the Company set forth in Section 3.3 (and corresponding obligation of Purchaser to make the deliveries specified in that Section) are the satisfaction of the conditions (and receipt by Purchaser of closing deliveries) set forth in Section 3.2. Each of the closing deliveries shall be deemed to have occurred concurrently with each other.

3.2 Closing Deliveries by Seller and the Company; Additional Conditions Precedent to be Satisfied by Seller.

3.2.1 Closing Deliveries. At the Closing, Seller or the Company, as the case may be, shall deliver the following to Purchaser:

(i) An Assignment Instrument, appropriately filled out and duly executed by an authorized representative of Seller;

(ii) an officer's certificate signed by an authorized officer of the Managing Member on behalf of the Company (A) certifying that (1) each of the representations and warranties of the Company contained in this Agreement and all other Transaction Documents and Project Contracts is true and correct in all material respects (other than those qualified by a reference to materiality or Material Adverse Effect, which representations and warranties shall be true and correct in all respects**,** (2) the Company has performed and complied in all material respects with all Transaction Documents and Project Documents and obligations in this Agreement and the other Transaction Documents and Project Documents that are required to be performed or complied with by it at or prior to Closing, (3) all required consents and approvals to enter into and perform its obligations under this Agreement, the other

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Transaction Documents and the Project Documents to which it is a party have been obtained, and (4) no suit, action or other proceeding is pending or to the knowledge of Seller, threatened against the Company by or before any Governmental Authority (or arbitral panel) that could reasonably be expected to have a Material Adverse Effect on the Company or the Project; and (B) attaching true, accurate and complete copies of the organizational documents of the Company, good standing certificates of the Company in New York, and resolutions of the Company authorizing execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated hereby and thereby;

(iii) an officer's certificate signed by an authorized officer of Seller (A) certifying that (1) each of the representations and warranties of Seller contained in this Agreement and all other Transaction Documents is true and correct in all material respects (other than those qualified by a reference to materiality or Material Adverse Effect, which representations and warranties shall be true and correct in all respects), (2) Seller has performed and complied in all material respects with all agreements and obligations in this Agreement and the other Transaction Documents that are required to be performed or complied with by it at or prior to Closing, (3) all required consents and approvals to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party have been obtained; and (B) attaching true, accurate and complete copies of the organizational documents of Seller, a good standing certificate of Seller in New York, and resolutions of Seller authorizing execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated hereby and thereby;

(iv) if reasonably requested by Purchaser, an estoppel certificate duly executed by PPA Customer stating that the Company is not in default under the PPA;

(v) lien releases or other evidence of repayment of any construction and/or vendor financing with respect to the Project and release of any Encumbrances referred to in clause (i) of the definition of the term "Permitted Encumbrances", provided that all amounts due and owing to the Contractor under the EPC Contract and all Venders have been paid in full.

3.2.2 Additional Conditions Precedent. The obligation of Purchaser to consummate the Closing shall be subject to the satisfaction (or waiver by Purchaser) of the following additional conditions precedent:

(i) each of the representations and warranties of Seller and the Company in Articles IV and V of this Agreement shall be true and correct in all material respects as of the Closing Date;

(ii) no suit or other legal proceeding shall have been instituted or threatened in writing by any Governmental Authority against any of Seller or the Company or the PPA Customer that seeks to impair, restrain, prohibit or invalidate the transactions contemplated by this Agreement and the other Transaction Documents and Project Contracts, except, in each case, to the extent such action or proceeding could not reasonably be expected to have a Material Adverse Effect;

(iii) no condemnation is pending or threatened with respect to the Project, or any portion thereof material to the ownership or operation of the Project, and no unrepaired casualty exists with respect to the Project or any portion thereof material to the ownership or operation of the Project;

(iv) all consents and approvals of Governmental Authorities required for the consummation of the transaction contemplated hereby and all permits and approvals of Governmental Authorities required for the commencement of construction of the Project shall have been obtained and shall be in full force and effect;

(v) all other documents reasonably required by the utility in connection with the PPA and the transactions contemplated hereby (up to and including the Interconnection Agreement) shall have been entered into and shall be in full force and effect;

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(vi) engineering reports from an Connecticut licensed engineer at the Site shall have been performed; and

(vii) the PPA and ZREC Agreement shall be in full force and effect and shall not have been amended or modified from the version attached to this Agreement except with the consent of Purchaser and Seller.

3.3 Deliveries by Purchaser; Additional Conditions Precedent to be Satisfied by Purchaser.

3.3.1 At the Closing, Purchaser shall deliver to the Company:

(i) the Purchase Price, to be paid to or to the order of Seller at Closing, by wire transfer of immediately available funds to the account specified by Seller;

(ii) an officer's certificate signed by an authorized officer of Purchaser (A) certifying that (1) each of the representations and warranties of Purchaser contained in this Agreement and all other Transaction Documents is true and correct in all material respects (other than those qualified by a reference to materiality or Material Adverse Effect, which representations and warranties shall be true and correct in all respects), (2) Purchaser has performed and complied in all material respects with all agreements and obligations in this Agreement and the other Transaction Documents that are required to be performed or complied with by it at or prior to Closing, (3) all required consents and approvals to execute and perform this Agreement and the other Transaction Documents to which it is a party have been obtained; and (B) attaching true, accurate and complete copies of the organizational documents of Purchaser, a good standing certificate of Purchaser in Delaware, and resolutions of Purchaser authorizing execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated hereby and thereby; and

(iii) a copy of all consents, waivers or approvals required to be obtained by Purchaser from Third Parties with respect to the consummation of the transactions contemplated hereby.

3.3.2 Additional Conditions Precedent. The obligations of the Seller to consummate the Closing shall be subject to the satisfaction (or waiver by the Seller) of the following additional conditions precedent:

(i) each of the representations and warranties of Purchaser in Article VI of this Agreement shall be true and correct in all material respects as of the Closing Date; and

(ii) no suit or other legal proceeding shall have been instituted or threatened in writing by any Governmental Authority against Purchaser that seeks to impair, restrain, prohibit or invalidate the transactions contemplated by this Agreement and the other Transaction Documents, except, in each case, to the extent such action or proceeding could not reasonably be expected to have a Material Adverse Effect.

3.3.3 Intentionally Deleted.

3.3.4 Intentionally Deleted.

3.3.5 Intentionally Deleted.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller, jointly and severally, represent and warrant to Purchaser as follows:

4.1 Organization and Good Standing. The Company (i) is duly organized, validly existing and in good standing as a limited liability company under the laws of the State of New York, (ii) has all requisite limited liability company power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted and as contemplated to be conducted under the Project Contracts and (iii) is in good standing in New York and each other jurisdiction in which the property or

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assets owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified would not likely result in a Material Adverse Effect on the Company. The Company has heretofore delivered to Purchaser complete and correct copies of the Certificate of Formation of the Company and the Original LLC Agreement as in effect immediately prior to the date hereof.

4.2 **Authorization**. The Company has full limited liability company power and authority (x) to execute and deliver, and perform its obligations under, the Transaction Documents and the Project Contracts to which it is a party, and to consummate the transactions contemplated hereby and thereby and (y) to develop and operate the Project. The execution, delivery and performance of the Transaction Documents to which the Company is a party and each of the Project Contracts and the consummation of the transactions contemplated hereby and thereby have been validly authorized by the Company and no other limited liability company action on the part of the Company, or on the part of any holders of its respective interests, is necessary to authorize the execution, delivery and performance of the Transaction Documents or the Project Contracts to which any such Person is a party or to consummate the transactions contemplated hereby or thereby. This Agreement, each other Transaction Document to which the Company is a party and each Project Contract has been duly and validly executed and delivered by the Company. This Agreement and each other Transaction Document to which the Company is a party and each Project Contract constitutes the Company's legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy and equitable principles limitations.

4.3 **No Violation**. The Company's execution, delivery and performance of the Transaction Documents and the Project Contracts and the consummation of the transactions contemplated hereby and thereby do not and will not: (a) violate or conflict with any provision of the organizational documents of the Company or Seller; (b) violate any provision or requirement of any federal, state or local law, statute, judgment, order, writ, injunction, decree, award, rule, or regulation of any Governmental Authority applicable to the Company; (c) violate, result in a breach of, constitute (with due notice or lapse of time or both) a default or cause any obligation, penalty, premium or right of termination to arise or accrue under, any agreements or instruments to which it is a party; or (d) result in the creation or imposition of any Encumbrance on the Membership Interests.

4.4 **Consents and Approvals**. There is no requirement applicable to the Company or Seller to make any filing with, or to obtain the consent or approval of any Person as a condition to the execution and delivery of, and performance of its obligations under, the Transaction Documents to which it is a party or the consummation of the transactions contemplated hereby or thereby.

4.5 **Compliance with Law**. The Company is not subject to any injunction, order, judgment, award or decree of any arbitration tribunal or any federal, state, local or foreign court or Governmental Authority. The Company has complied in all material respects with all applicable Laws and the Seller, as relates to the Company or the Project, has complied in all material respects with all applicable Laws. No Seller Principal has received any notice alleging a violation of any Law by the Company or, as regards the Company or the Project, Seller, nor, to the knowledge of each of the Seller Principals, are there any facts, events, conditions or circumstances that would reasonably be expected to give rise to a finding of a violation of any such Law. None of the Seller Principals has received notice of any pending or threatened condemnation, taking or similar proceeding affecting the Project.

4.6 **Membership Interests; Good Title**. Immediately prior to Closing, Seller owns all of the membership interests in the Company and is the sole Member of the Company. Other than Seller, there have never been any other members or owners of the Company. At the Closing and upon execution and delivery of the Assignment Instrument, Seller will have sold, assigned and transferred to Purchaser good title to the Membership Interests, free and clear of all Encumbrances other than the Permitted Encumbrances specified in clause (a) of the definition of that term in Section 1.1. Other than as provided in this Agreement, neither Seller nor the Company has (x) any contract, arrangement or commitment to issue, sell, transfer or otherwise dispose of any membership interest in the Company or any other interest in the Company or the Project or any securities or obligations convertible into or exchangeable for, or giving any Person any right to acquire from it, any of such membership interest or any other interest in the Company or the Project and no such securities or obligations are issued or outstanding other than as contemplated by this Agreement, or (y) any contracts or understandings of any kind relating to the issuance, transfer, repurchase, registration, redemption, reacquisition or voting of any ownership interests in the Company, in each case in clauses (x) or (y) to which the Company or Seller is a party.

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4.7 Litigation. There are no claims, actions, suits, investigations or proceedings (including, but not limited to, any arbitration proceeding) of any nature, at law or in equity, pending or, to the knowledge of each of the Company and Seller, threatened (i) by or against the Company or any of its assets or properties, or (ii) by or against Seller or any of their respective directors, officers, employees, agents, or Affiliates, which relate to the Company, the Project or the transactions contemplated by the Transaction Documents, or which could reasonably be expected to have a Material Adversely Effect.

4.8 Project Contracts. Schedule 4.8 attached hereto, as such schedule may be amended contains a true, correct and complete list of all material contracts (collectively, the "Project Contracts") to which the Company is a party or by which its property is bound, in each case, only to the extent that such contract is intended to remain in effect following the Closing, including all contracts for the purchase or sale of electric power, capacity, or ancillary services, all contracts for the interconnection or transmission of electric power, all contracts with Seller or any Affiliate of Seller; and all other contracts to which the Company is a party. If the Company enters into (or is assigned) the Interconnection Agreement or any other agreement or contract that is entered into after the date hereof in compliance with the terms of this Agreement, then such Schedule shall, for all purposes herein, be deemed to include such additional agreements. Seller has provided Purchaser with, or access to, true, correct and complete copies of all Project Contracts in existence on the date hereof. Each Project Contract is in full force and effect and constitutes the legal, valid, binding and enforceable obligation of the Company except as may be limited by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

4.9 Good Title to Project Assets

4.9.1 The Company has not conducted any business other than development of the Project and activities incidental thereto. The Company has good title to the assets and properties constituting the Project, free and clear of any Encumbrances other than Permitted Encumbrances. Schedule 4.9(a) hereto sets forth a complete and accurate list of all material assets that constitute the Project as of the date hereof. Prior to Closing, the Company shall have delivered to Purchaser a true and correct copy of all engineering, environmental, site assessment and other third party consultant reports prepared in connection with the Project that are in the Company's or Seller's possession, in a form reasonable acceptable to Purchaser.

4.9.2 No condemnation is pending or threatened with respect to the Project or the Site or any portion thereof material to the ownership or operation of the Project, and no unrepaired casualty exists with respect to the Project or any portion thereof material to the ownership or operation of the Project or the sale of electricity therefrom.

4.10 Insurance. Schedule 4.10(a) hereto sets forth a complete and accurate list of all casualty, general liability (including product liability), property damage and other types of insurance currently maintained by the Company or the Seller with respect to the Project or the operations of the Company, together with the carriers and liability limits for each such policy, complete and correct copies of which have been delivered to Purchaser. Each policy is in full force and effect, there are no defaults or, to the knowledge of each of the Company and Seller, conditions that with the passage of time, the giving of notices or both, would become defaults under any such policies, and no written or oral notice has been received by Seller Principals from any insurance carrier purporting to cancel or reduce coverage under such policy.

4.11 Financial Statements. The Seller has delivered to Purchaser true and complete copies of the audited balance sheet of Company and the related statements of operations, changes in shareholders' equity and cash flows for the quarter end that immediately precedes the quarter in which the Closing occurs (collectively, the "Financial Statements"). The Financial Statements (including the notes thereto) have been prepared on a consistent basis throughout the periods covered thereby in accordance with GAAP, and they present fairly the financial condition of the Company, as of the date indicated or for the period presented, as applicable.

4.12 Absence of Undisclosed Liabilities. Except (i) as set forth in this Agreement, including Schedule 4.12 hereto, (ii) as disclosed in the Financial Statements and (iii) for liabilities under the Project Contracts or Licenses and Permits issued by Governmental Authorities, the Company does not have any liabilities.

4.13 Real Property. The Company does not own any real property and does not lease any real property.

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4.14 Equipment. The Company owns the equipment listed in Exhibit D.

4.15 Licenses and Permits. All Licenses and Permits required to own and to commence construction of the Project as provided in the applicable Project Contracts are listed on Schedule 4.15A hereto, and, as of the Closing Date, all such Licenses and Permits have been issued and are in full force and effect. All Licenses and Permits that will be required to complete construction of the Project and all material Licenses and Permits that will be required to operate the Project, known as of the date hereof, as provided in the applicable Project Contracts are listed on Schedule 4.15B hereto, and none of the Company or Seller has any reason to believe that any such Licenses or Permits required to complete construction or to operate the Project cannot or will not be obtained in the ordinary course of business. The Company and, as regards the Company or the Project, Seller are and have been in compliance in all material respects with all existing Licenses and Permits. All existing Licenses and Permits are in full force and effect and none of the Seller Principals has received any notice of violations thereunder.

4.16 Taxes.

4.16.1 To the extent that any Tax Returns were required to be filed by or with respect to the Company at any time, such Tax Returns have been timely filed, are true, correct, and complete in all material respects, and all Taxes shown as due on such Tax Returns have been timely paid.

4.16.2 No Person has extended or waived the application of any statute of limitations of any jurisdiction regarding the assessment or collection of any Tax of or with respect to the Company and no power of attorney has been granted by or with respect to the Company with regard to any matters relating to Taxes.

4.16.3 No Taxes of or with respect to the Company are being contested as of the date hereof and there are no audits, claims, assessments, levies, administrative or judicial proceedings pending, threatened, proposed (tentatively or definitely) or contemplated against, or regarding Taxes of or with respect to, the Company.

4.16.4 The Company is a "disregarded entity" for U.S. federal income tax purposes and has been such an entity since it was formed. No elections have been filed with the Internal Revenue Service to treat the Company as an association taxable as a corporation.

4.17 Employees and Employee Benefits Plans. The Company has no and has never had any employees, and does not maintain and has never maintained any employee benefit plans or employee benefit arrangements, nor has the Company ever paid any wages within the meaning of Section 3401(a) of the Code (determined without regard to any of the exceptions set forth therein). The Company does not have any liability or obligation in respect of any employees or any employee benefit plan under the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), or the Code and has not incurred any liability, nor will the Company incur any liability, by virtue of having been a member of a controlled group of corporations that are treated as a single employer within the meaning of Section 4001 of ERISA or Section 414 of the Code.

4.18 Brokers. Neither the Company, Seller nor any of their Affiliates has retained any broker, agent or finder or incurred any liability or obligation for any brokerage fees, commissions or finder fees with respect to this Agreement or the transactions contemplated hereby.

4.19 Reserved.

4.20 Subsidiaries. The Company has no, and has never had any, subsidiaries.

4.21 Regulatory Matters; Interconnection.

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4.21.1 As of the Closing and until the Project is self-certified or receives certification by FERC as a QF (i) the Project has not produced electric energy and has not been interconnected with any utility distribution or transmission system or with electric facilities not owned by the Company, and (ii) the Company is not subject to regulation by any Governmental Authority as a "public utility", "electric utility" or similar designation under any Law.

4.21.2 Unless otherwise exempt, following self-certification or certification by the FERC of the Project as a QF, the Project and the Company will be exempt from regulation under the Federal Power Act, the Public Utility Holding Company Act of 2005 and state laws and regulations concerning electric utilities to the extent provided with respect to QFs having power production capacities of 20MW or less under 18 C.F.R. § 292.601 and 292.602.

4.22 No Outstanding Indebtedness or Liability. The Company shall have no outstanding indebtedness or liability on the Closing Date.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER AS TO SELLER

Seller represents and warrants to Purchaser as follows:

5.1 Organization and Good Standing. Seller (i) is duly organized, validly existing and in good standing as a limited liability company under the laws of the its jurisdiction of formation, (ii) has all requisite limited liability company power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted and (iii) is duly qualified or licensed to do business as a foreign limited liability company and is in good standing in each jurisdiction in which the property or assets owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified would not likely result in a Material Adverse Effect on the Company or Seller. Seller has heretofore delivered to Purchaser complete and correct copies of the Certificate of Formation of Seller, as in effect immediately prior to the date hereof.

5.2 Authorization. Seller has full corporate power and authority to execute and deliver, and perform its obligations under, this Agreement and the Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of the Transaction Documents and Project Contracts to which Seller is a party and the consummation of the transactions contemplated hereby and thereby have been validly authorized by Seller. This Agreement and each other Transaction Document has been duly and validly executed and delivered by it. This Agreement and each other Transaction Document to which Seller is a party constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms, subject to bankruptcy and equitable principles limitations.

5.3 No Violation. Seller's execution, delivery and performance of the Transaction Documents and Project Contracts to which it is a party and the consummation of the transactions contemplated hereby and thereby did not, do not and will not: (a) violate or conflict with any provision of the organizational documents of or Seller; (b) violate any provision or requirement of any federal, state or local law, statute, judgment, order, writ, injunction, decree, award, rule, or regulation of any Governmental Authority applicable to Seller or the Company; (c) violate, result in a breach of, constitute (with due notice or lapse of time or both) a default or cause any obligation, penalty, premium or right of termination to arise or accrue under, any agreements or instruments to which Seller or the Company is a party; or (d) result in the creation or imposition of any Encumbrance on Membership Interests.

5.4 Consents and Approvals. There is no requirement applicable to Seller to make any filing with, or to obtain the consent or approval of any Person as a condition to the execution and delivery of, and performance of its obligations under, the Transaction Documents or Project Contracts to which it is a party or the consummation of the transactions contemplated hereby or thereby that has not yet been made or obtained.

5.5 Compliance with Law. Seller is not subject to any injunction, order, judgment, award or decree of any arbitration tribunal or any federal, state, local or foreign court or Governmental Authority. No Affiliate of Seller is subject to any injunction, order, judgment, award or decree of any arbitration tribunal or any Governmental Authority as pertains to the Project. Seller has complied, and is in compliance, in all material respects with all applicable Laws. None of Seller or any of its Affiliates (as pertains to the Project) has received any notice alleging a violation of any Law, nor, to the knowledge of Seller, are there any facts, events, conditions or

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circumstances that would reasonably be expected to give rise to a finding of a violation of any such Law with respect to the Company and/or the Project or other violations which could reasonably result in a Material Adverse Effect on the Company or the Project.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Company and Seller as follows:

6.1 Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of Delaware with full power and authority to acquire and own the Membership Interests, and carry on its business as such business is now conducted, and as proposed to be conducted.

6.2 Authorization. Purchaser has full corporate power and authority to execute, deliver and perform the obligations under the Transaction Documents to which it is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of the Transaction Documents to which Purchaser is a party and the consummation of the transactions contemplated hereby and thereby have been validly authorized by Purchaser and no other limited liability company action on the part of Purchaser, or on the part of any holders of its respective interests, is necessary to authorize the execution, delivery and performance of the Transaction Documents to which Purchaser is a party or to consummate the transactions contemplated hereby or thereby. This Agreement and each other Transaction Document to which Purchaser is a party has been duly and validly executed and delivered by Purchaser. This Agreement and each other Transaction Document to which Purchaser is a party constitutes Purchaser's legal, valid and binding obligation, enforceable against it in accordance with its terms.

6.3 No Violation. Purchaser's execution, delivery and performance of the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby do not and will not: (a) violate or conflict with any provision of the organizational documents of Purchaser; (b) violate any provision or requirement of any federal, state or local law, statute, judgment, order, writ, injunction, decree, award, rule, or regulation of any Governmental Authority applicable to Purchaser; or (c) violate, result in a breach of, constitute (with due notice or lapse of time or both) a default or cause any obligation, penalty, premium or right of termination to arise or accrue under, any agreement or instruments to which it is a party.

6.4 Consents and Approvals. There is no requirement applicable to Purchaser to make any filing with, or to obtain the consent or approval of any Person as a condition to the execution and delivery of, and performance of its obligations under, the Transaction Documents to which it is a party or the consummation of the transactions contemplated hereby or thereby that has not yet been made or obtained.

6.5 Litigation. There are no claims, actions, suits, investigations or proceedings (including, but not limited to, any arbitration proceeding) of any nature, at law or in equity, pending or, to the knowledge of Purchaser, threatened by or against Purchaser, the directors, officers, employees, agents of Purchaser, or any of Purchaser's Affiliates challenging the transactions contemplated by the Transaction Documents or which would adversely affect Purchaser's ability to execute, deliver and perform its obligations under any Transaction Document to which it is a party and to consummate the transactions contemplated hereby and thereby.

6.6 Purchase for Own Account. The Membership Interests are being acquired by Purchaser for investment for Purchaser's own account, and not as nominee or agent. Purchaser understands that the Membership Interests have not been, and will not be, registered under the Securities Act and are being acquired in a transaction not involving a public offering by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of Purchaser's investment intent and the accuracy of Purchaser's representations as expressed herein. [Purchaser is an "accredited investor" within the meaning of the rules promulgated under the Securities Act of 1933, as amended, and is able to bear the economic risk of losing its entire investment in the Company.

6.7 Brokers. Neither Purchaser, nor any of its Affiliates, has retained any broker, agent or finder or incurred any liability or obligation for any brokerage fees, commissions or finder fees with respect to this Agreement or the transactions contemplated hereby.

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6.8 No Other Warranties of Seller. PURCHASER, FOR ITSELF AND ANY PERSON CLAIMING THROUGH OR UNDER IT, HEREBY ACKNOWLEDGES AND AGREES THAT: (1) EXCEPT FOR THE WARRANTIES SET FORTH IN ARTICLES 4 AND 5, THE MEMBERSHIP INTERESTS ARE BEING SOLD HEREUNDER ON AN "AS IS," "WHERE IS" BASIS. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED; (2) SELLER PROVIDES NO OTHER WARRANTIES WITH RESPECT TO THE MEMBERSHIP INTERESTS, THE COMPANY OR THE PROJECT, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (3) SELLER MAKES NO REPRESENTATION OR WARRANTY TO PURCHASER WITH RESPECT TO ANY FINANCIAL PROJECTIONS, FORECASTS OR FORWARD LOOKING STATEMENTS OF ANY KIND OR NATURE WHATSOEVER RELATING TO THE COMPANY, THE PROJECT OR THE MEMBERSHIP INTERESTS.

6.9 Due Diligence. Purchaser, or its Representatives, have had the opportunity to conduct all such due diligence investigations of the Membership Interests as they deemed necessary or advisable in connection with entering into this Agreement and the related documents and the transactions contemplated hereby and thereby. PURCHASER HAS RELIED SOLELY ON ITS INDEPENDENT INVESTIGATION AND THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER HEREIN IN MAKING ITS DECISION TO ACQUIRE THE MEMBERSHIP INTERESTS AND HAS NOT RELIED ON ANY OTHER STATEMENTS OR ADVICE FROM SELLER OR ITS REPRESENTATIVES. Notwithstanding the foregoing, this provision shall not limit Purchaser's right to pursue a claim of fraud arising from any material written disclosure, upon which Purchaser reasonably relied, made by Seller to Purchase in connection with this Agreement, which was intentionally altered or omitted by Seller to induce Purchaser into entering this Agreement.

ARTICLE VII

COVENANTS

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7.1 Covenants of Seller.

7.1.1 Conduct of Business. Prior to the Closing Date, Seller shall cause the Company to carry on its development activities in the ordinary course of business and substantially as conducted immediately prior to the date of this Agreement. Without limiting the foregoing, except (x) with the express written approval of Purchaser (which approval shall not be unreasonably withheld or delayed) or (y) as otherwise provided for in this Agreement, Seller shall, prior to the Closing Date, cause the Company not to (i) transfer any of the Membership Interests (other than pursuant to the Merger) to any Person or create or suffer to exist any encumbrance upon the Membership Interests other than Permitted Encumbrances, (ii) make any material change in the Company's business or operations, except such changes as may be required to comply with any applicable Law, (iii) enter into any material contract other than the Interconnection Agreement and any other agreements required for the construction, operation and ownership of the Project provided that notice of any such agreement has been provided to Seller prior to such agreement being entered into, and Seller has not reasonably objected to such agreement, (iv) sell, assign or otherwise transfer any of the Project Contracts, (v) amend, modify, cancel or consent to the termination of or a waiver of the Company's rights under, any Project Contract other than any amendment, modification or waiver which is not material to such Project Contract, provided that this clause (v) shall not restrict (A) the exercise of any elections under the PPA or the Interconnection Agreement, or (B) the entrance into any Project Contracts in accordance with this Agreement, (vi) create, incur, assume or guarantee any indebtedness for borrowed money or enter into any arrangement having the economic effect of any of the foregoing, (vii) make any change in its organizational documents other than ministerial or administrative changes; (viii) make or change any material Tax election, change an annual accounting period, adopt or change any accounting method with respect to Taxes, file any amended Tax Return with respect to any material Taxes, enter into any closing agreement, settle or compromise any proceeding with respect to any material Tax claim or assessment, surrender any right to claim a refund of material Taxes, consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company.

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7.1.2 Cooperation. Pending the Closing, Seller shall at all reasonable times and upon reasonable prior notice make the properties, assets, books and records pertaining to the Company or the Project available during normal business hours for examination, inspection and review by Purchaser and its representatives, subject to the applicable confidentiality restrictions; provided, however, Purchaser's inspections and examinations shall not unreasonably disrupt the normal operations of Seller, the Company or the Project and shall be at Purchaser's sole cost and expense; provided, further, that neither the foregoing provision nor any other provision herein shall create any audit or access right extending to any information related to Seller's or its Affiliates' profit margins, earnings or yield related to development or sale of the Project.

7.1.3 Exclusivity. Until either this Agreement is terminated or Closing, Seller will not, and will not cause or permit any of its representatives to solicit, directly or indirectly, any proposal or offer from any Person relating to any sale or lease of or similar transaction or business combination involving the Company or the Project.

7.1.4 Fulfillment of Conditions. Seller shall take all commercially reasonable steps necessary or desirable, and proceed diligently and in good faith to satisfy each other condition to the obligations of Purchaser contained in this Agreement. Without the written consent of Purchaser, Seller shall not take (or fail to take), and shall not permit any of its Affiliates to take (or fail to take), any action that is intended or is reasonably likely to result in any of the conditions to consummation of the transactions contemplated by this Agreement not being satisfied.

7.1.5 Further Assurances. Prior to the Closing, Seller shall use its commercially reasonable efforts to execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as may be necessary to consummate the transactions contemplated by this Agreement. Notwithstanding anything to the contrary contained in this Section, if the parties are in an adversarial relationship in litigation or arbitration, the furnishing of any documents or information in accordance herewith shall be solely subject to applicable rules relating to discovery and the remainder of this Section shall not apply.

7.2 Covenants of Purchaser.

7.2.1 Fulfillment of Conditions. Purchaser shall take all commercially reasonable steps necessary or desirable, and proceed diligently and in good faith to satisfy each other condition to the obligations of Seller contained in this Agreement. Without the written consent of Seller, Purchaser shall not take (or fail to take), and shall not permit any of its Affiliates to take (or fail to take), any action that is intended or is reasonably likely to result in any of the conditions to consummation of the transactions contemplated by this Agreement not being satisfied.

7.2.2 Further Assurances. Prior to the Closing, Purchaser shall use its commercially reasonable efforts to execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as may be necessary to consummate the transactions contemplated by this Agreement. Notwithstanding anything to the contrary contained in this Section, if the parties are in an adversarial relationship in litigation or arbitration, the furnishing of any documents or information in accordance herewith shall be solely subject to applicable rules relating to discovery and the remainder of this Section shall not apply.

7.3 Confidentiality. The Parties acknowledge and agree that this Agreement and the other Transaction Documents, and the terms and conditions set forth herein and therein (collectively, the "Confidential Information") are to be kept confidential for so long as such Confidential Information is not otherwise available in the public domain (through no direct or indirect action of the Parties); provided that such Confidential Information may be disclosed on a similarly confidential basis by such a Party without the prior express written consent of the other Parties to (i) its officers, directors, partners, members, shareholders, advisors, employees, auditors and legal counsel and other Affiliates, so long as such Party directs such recipients to keep such Confidential Information confidential under the same terms as provided herein. In addition, Purchaser may disclose Confidential Information to any prospective purchaser of its Membership Interests, if such prospective purchaser agrees in writing to be bound by the provisions of this Section 7.3 prior to such disclosure. Notwithstanding any other provision in this Section 7.3, Confidential Information shall not include information that (i) becomes generally available to the public other than as a result of a disclosure by a recipient hereunder in violation of this Agreement; (ii) is required to be disclosed by applicable Law or rule, regulation or listing requirement of any stock exchange; (iii) is required or requested by, or otherwise disclosed by a Party or its Affiliates to, any Governmental Authority in connection with the Project, any tax

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credits or other tax benefits attributable to the Project or any tax audit; or (iv) is required or requested of a Party or its Affiliates by any banking, securities, securities exchange or other regulatory or self-regulatory organization in connection with any audit, examination or inquiry; and Purchaser and its Affiliates may voluntarily disclose Confidential Information to any bank regulatory authorities having jurisdiction over it or its Affiliates as it determines necessary or appropriate. If a Party becomes compelled by legal or administrative process to disclose Confidential Information other than as contemplated by the preceding sentence, such disclosing Party will provide the other Party with prompt notice so that the other Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the disclosing Party will furnish only that portion of such information that it is advised by counsel is legally required to be furnished and will use its commercially reasonable efforts, at the other Party's expense, to obtain reliable assurance that confidential treatment will be accorded such information. In the event that a Party (i) is advised by legal counsel that disclosure or delivery of Confidential Information provided by the Company is required by law, legal process, regulation, judicial or administrative order or requirements of a securities exchange, or (ii) is requested by any banking, securities, securities exchange or other regulatory or self-regulatory organization in connection with any audit, examination or inquiry of a party or its regulated affiliates, such party may disclose or deliver such information to such authority.

7.4 Public Announcements. Except as otherwise provided for in the EPC Contract, none of the Company or Seller shall, without the express prior written consent of Purchaser, and Purchaser shall not, without the express prior written consent of the Company or Seller, issue any public announcement, public statement or other public disclosure with respect to this Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby, except as may be required (in the judgment of the Party making disclosure) by any Law or by obligations pursuant to any listing agreement with any national securities exchange or other requirement of a Governmental Authority.

ARTICLE VIII

SURVIVAL; INDEMNIFICATION

8.1 Survival. All representations and warranties made by the Parties in this Agreement shall survive Closing for twelve (12) months following the Closing Date; provided, however, that notwithstanding the foregoing, the representations and warranties set forth in (i) Section 4.16 and Section 4.5 shall survive until six months after the expiration of the applicable statute of limitations period (taking into account extensions), and (ii) Section 4.1, Section 4.2 and Section 4.6 shall survive the date of such Closing indefinitely. Any right of indemnification hereunder with respect to a claimed breach of a representation or warranty shall expire at the date of termination of the representation or warranty claimed to be breached (the "Expiration Date"), unless on or prior to the Expiration Date a claim for indemnification has been made to the Party from whom indemnification is sought. Provided that an Indemnification Claim is timely made, it may continue to be asserted beyond the Expiration Date of the representation and warranty to which such claim relates until the final disposition of such claim. All covenants and agreements of the Parties shall survive the Closing until performed in accordance with their terms.

8.2 Indemnification.

8.2.1 Seller and the Company, hereby agrees to defend, indemnify and hold harmless Purchaser and each of its respective members, parents, Affiliates, directors, officers and employees (collectively, the "Purchaser Indemnified Group"), from and against all demands, claims, actions or causes of action, assessments, losses, damages, judgments, settlements, liabilities, Taxes, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, disbursements and expenses ("Damages"), of any nature whatsoever asserted against, resulting to, imposed upon or incurred by any member of the Purchaser Indemnified Group, arising out of or resulting from (i) a breach of any representation, warranty, covenant, agreement or other obligation of Seller contained in or made pursuant to the Transaction Documents or (ii) any claim for fraud, gross negligence or willful misconduct of the Company or Seller relating to the transactions contemplated thereby.

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8.2.2 Purchaser hereby agrees to defend, indemnify and hold harmless Seller and each of its respective parents, Affiliates, directors, officers and employees (collectively, the "Seller Indemnified Group") from and against all Damages of any nature whatsoever asserted against, resulting to, imposed upon or incurred by any member of the Seller Indemnified Group arising out of or resulting from a (i) breach by Purchaser of any representation, warranty, covenant, agreement or other obligation of Purchaser contained in or made pursuant to the Transaction Documents to which it is a party, and (ii) any claim for fraud, gross negligence or willful misconduct of Purchaser relating to the transactions contemplated thereby.

8.2.3 Notwithstanding anything in this Agreement to the contrary, all of the representations and warranties set forth in this Agreement or any certificate or schedule that are qualified as to "material," "material respects," "material adverse effects," or words of similar import or effect shall be deemed to have been made without any such qualifications solely for purposes of determining the amount of Damages resulting from any such breach of representation or warranty.

8.2.4 In no event shall the aggregate obligation of the Seller to indemnify the Purchaser Indemnified Group or the Purchaser's aggregate obligation to indemnify the Seller Indemnified Group exceed $210,158, provided, further, that the preceding limitations of liability in this sentence shall not apply to (A) damages resulting from fraud or willful misconduct, (B) any failure of the Company or Seller or Purchaser to pay any amount required to be paid by such Person under any Transaction Document or any Project Contract to which it is a party or (C) any Damages that relate to tort claims by third parties (that is, neither any member of the Purchaser Indemnified Group nor any member of the Seller Indemnified Group).

8.2.5 Neither Party shall have any obligation to indemnify any other Claiming Party except for any Damages that in the aggregate exceed $10,000.

8.3 Indemnification Procedures. Except with respect to Taxes:

8.3.1 If a claim arises against a Person entitled to indemnification hereunder that such Person intends to assert as an indemnifiable claim under Section 8.2, in order to assert an indemnification right, such Person (the "Claiming Party") shall give written notice to the Party against whom indemnification is sought hereunder (the "Indemnifying Party") of such claim with respect to which it seeks indemnification promptly after the discovery by such Person of such claim. However, the failure of any Claiming Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Article VIII except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.

8.3.2 The Indemnifying Party shall have the right to contest and defend the claim by all appropriate legal proceedings and, subject to the provisions hereof, to control all settlements (unless the Claiming Party agrees to assume the cost of settlement and to forgo its rights hereunder) and to select lead counsel, which must be reasonably satisfactory to the Claiming Party, to defend any and all such claims at the sole cost and expense of the Indemnifying Party. The Claiming Party may select counsel to participate with the Indemnifying Party's counsel in any such defense, in which event the Claiming Party's counsel shall be at the Claiming Party's cost and expense. If the Indemnifying Party assumes the defense of any claim, pursuant to this Section 8.3, the Indemnifying Party shall not be liable to the Claiming Party with respect to such claim for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof except for the reasonable costs of investigation or if (i) the employment of counsel by the Claiming Party has been authorized in writing by the Indemnifying Party; (ii) the Claiming Party has reasonably concluded (based on advice of outside counsel) that there may be legal defenses available to it or other Claiming Parties that are different from or in addition to those available to the Indemnifying Party and after written notice from the Claiming Party to such effect, the Indemnifying Party does not assert and pursue such defenses; or (iii) a conflict or potential conflict exists between the Claiming Party and the Indemnifying Party with respect to the claim being asserted (in which case the Indemnifying Party will not have the right to direct the defense of such action, proceeding or defense on behalf of the Claiming Party), in each of which cases the reasonable fees, disbursements and other charges of counsel to the Claiming Party will be at the expense of the Indemnifying Party. Unless and until the Indemnifying Party elects in writing to assume and does so assume the defense of any such claim, action or proceeding, the Indemnifying Party shall be liable for the Claiming Party's reasonable costs and expenses arising out of the defense, settlement or compromise of any such claim, action or proceeding (other than the amount of the settlement itself which is governed by Section 8.3(e) below).

8.3.3 In connection with any claim, the Parties shall cooperate with each other and provide each other with access to relevant books and records relating to Seller or the Company, its business or the Project in their possession (except documents as to which disclosure is restricted in order to preserve a privilege). The Claiming Party shall cooperate fully with the Indemnifying Party

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in connection with any negotiation or defense of any claim by the Indemnifying Party. The Indemnifying Party shall keep the Claiming Party fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto.

8.3.4 Without the Claiming Party's prior written consent, the Indemnifying Party may not effect any settlement or compromise any claim or consent to the entry of any judgment in respect thereof that could result directly or indirectly in any cost, expense or liability to the Claiming Party or any of its Affiliates or imposes an obligation on the Claiming Party or any of its Affiliates, and which does not include, as an unconditional term thereof, the giving by the claimant to the Claiming Party and its Affiliates of an unconditional release from all liability in respect of such claim.

8.3.5 If (i) the Indemnifying Party fails, within thirty (30) days of its receipt of any indemnification notice, to notify the Claiming Party in writing of the Indemnifying Party's election to defend the claim, or (ii) the Indemnifying Party discontinues its defense at any time after it commences such defense in accordance with this Agreement, then the Claiming Party may, at its option, defend, settle or otherwise compromise or pay such claim. If the Indemnifying Party does not assume or discontinues such defense, the Claiming Party shall keep the Indemnifying Party apprised at all times as to the status of the defense. However, the failure to keep the Indemnifying Party so informed shall not affect the obligations of the Indemnifying Party hereunder. Except as specifically stated herein, the Indemnifying Party shall not be liable for any settlement of any claim, action or proceeding effected without its written consent; provided, that the Indemnifying Party shall not unreasonably withhold, delay or condition a requested consent.

8.4 Insurance. The amount of Damages required to be paid by an Indemnifying Party to another party pursuant to this Article VIII shall be reduced to the extent of any amounts actually received in cash by such other party pursuant to the terms of any insurance policy (excluding self-insurance and flow-through insurance policies); provided, however, a party entitled to indemnification hereunder shall not be obligated to seek recovery under any insurance policy. If the indemnified party actually receives cash proceeds under an insurance policy (excluding self-insurance and flow-through insurance policies) after the Indemnifying Party has fully paid the Damages, then the amount of such reduction, less any costs or expenses incurred in connection therewith (including any increased insurance premiums) shall be repaid by the indemnified party to the Indemnifying Party.

8.5 Other Remedies. In the event of any default in any payment obligation by Seller or the Company hereunder, Purchaser shall be entitled at any time during which such default is continuing to exercise all rights and remedies available to Purchaser under this Agreement, and, subject to Section 8.6, at law or in equity. In the event of any default in any payment obligation by Purchaser hereunder, the Seller shall be entitled at any time during which such default is continuing to exercise all rights and remedies available to it under this Agreement, and, subject to Section 8.6, at law or in equity.

8.6 Exclusivity of Remedies and Limitation on Liability.

8.6.1 The remedies under this Article VIII are the sole and exclusive remedies that a Party or other Claiming Party may have arising under or relating to this Agreement, or the transaction contemplated hereby or thereby for the recovery of monetary damages against any other Party or any of its Affiliates with respect to (i) any breach or failure by such other Party or any of its Affiliates to perform any covenant or agreement in this Agreement, or (ii) any breach of any representation or warranty of such other Party or any of its Affiliates set forth in this Agreement, provided that nothing in this Article VIII shall limit or otherwise affect the obligations of any Party to make any payments required to be made by such Party pursuant to any other Article of this Agreement.

8.6.2 Except as otherwise specifically provided in this Article VIII, in no event shall any Party or its Affiliates be liable under this Agreement or the Transaction Documents for claims relating thereto for any consequential, punitive, special or incidental damages, except that the foregoing shall not apply to limit the amount of a claim if such damages are awarded to a Third Party (not a member of the Purchaser Indemnified Group or the Seller Indemnified Group, as applicable) as part of the claim for which indemnification is sought.

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8.7 After-Tax Basis. For tax reporting purposes, to the maximum extent permitted by the Code, each Party will agree to treat all amounts paid under any of the provisions of this Article VIII as an adjustment to the Purchase Price (or otherwise as a non-taxable reimbursement, contribution or return of capital, as the case may be). To the extent any such indemnification payment is includable as income of the indemnified party, the amount of the payment shall be increased by the amount of any U.S. federal income tax required to be paid by the indemnified party or its Affiliates on the receipt or accrual of the indemnification payment, including, for this purpose, the amount of any such Tax required to be paid by the indemnified party on the receipt or accrual of the additional amount required to be added to such payment pursuant to this Section 8.7, assuming full taxability, using an assumed tax rate equal to the highest composite U.S. federal and state marginal income tax rate applicable to corporations generally.

8.8 No Duplication; Mitigation. Any liability for indemnification under this Article VIII shall be determined without duplication of recovery. Without limiting the generality of the prior sentence, if a statement of facts, condition or event constitutes a breach of more than one representation, warranty, covenant or agreement which is subject to the indemnification obligation in this Article VIII or constitutes a breach of or failure to perform any representation, warranty, covenant or agreement by Seller or the Company set forth in any Project Contract, only one recovery of Damages shall be allowed and such recovery shall count against any limitation of or cap on liability set forth in any such Project Contract. Each Party shall and shall cause its indemnified parties to (i) take, at their cost and expense, all commercially reasonable steps identified by the Indemnifying Party to the other Party to mitigate Damages (other than any such Damages that are Taxes), which steps may include availing itself of any defenses, limitations, rights of contribution, claims against third Persons and other rights at law or equity and (ii) provide such evidence and documentation of the nature and extent of Damages as may be reasonably requested by the Indemnifying Party.

ARTICLE IX
-
TERMINATION

9.1 Termination. This Agreement may be terminated as follows:

(a) by mutual written consent of Purchaser and Seller;

(b) ;

(c) by Purchaser if there has been a breach by Seller of any representation, warranty, covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 3.2, and cannot be cured prior to the Closing Date;

(d) by Seller if (i) except as set forth in clause (ii) below, there has been a breach by Purchaser of any representation, warranty, covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 3.3 and cannot be cured prior to the Closing Date or (ii) there has been a breach by Purchaser of its obligations under Section 7.2(a);

(e) by Purchaser if a Bankruptcy occurs with respect to Seller;

(f) by Seller if a Bankruptcy occurs with respect to Purchaser; or

9.2 Effect of Termination.

9.2.1 Upon termination of this Agreement by either Party, the Parties shall have no further obligation to each other under this Agreement. The Parties acknowledge that they may have obligations to each other under the EPC Contract and nothing herein should be interpreted to limit any and all remedies available to the Parties under the EPC Contract. Under no circumstances can either party recover any special, consequential, exemplary or punitive damages.

ARTICLE X

MISCELLANEOUS

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10.1 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronically in .pdf or similar format) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

10.2 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

10.3 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written agreement executed by all Parties.

10.4 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10.5 Notices. Unless otherwise provided herein, all notices, approvals, consents, requests and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to a Party or when sent by facsimile (if confirmed) or nationally recognized overnight courier at the address of such Party set forth below or at such other address as any Party hereafter may designate to the others in accordance with this Section 10.5.

If to Seller, at:

64 West 108th Street, #6F, New York, NY 10025
Phone: ____________
Attn: Dan Giuffrida
Email: dan@planktonenergy.com

If to Purchaser, at:

35 Noble St, Brooklyn, New York, NY 11222
Phone: (860) 316 7466
Attn: Mike Silvestrini
Email: mike@energea.com

10.6 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties, which they may grant or withhold in their sole discretion.

10.7 Entire Agreement. This Agreement (together with the schedules and exhibits hereto) supersedes any other agreement, whether written or oral, that may have been made or entered into by the parties hereto relating to the subject matter contemplated hereby and together with the Project Contracts constitutes the entire agreement by and among the Parties hereto with respect to the subject matter hereof.

10.8 Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, unenforceable in any other jurisdiction.

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10.9 Relationship of Parties. Nothing contained in this Agreement shall, or shall be deemed to, constitute a partnership, joint venture or agency agreement among the Company, Seller and Purchaser.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as giving any Person, other than the Parties and their successors and permitted assigns, and, solely with respect to Article VIII hereof the Persons entitled to indemnification thereunder, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

10.11 Joint Efforts. Neither this Agreement nor any ambiguity or uncertainty herein shall be construed against any of the Parties, whether under any rule of construction or otherwise. On the contrary, this Agreement has been prepared by the joint efforts of the respective attorneys for, and has been reviewed by, all of the Parties.

10.12 Expenses. Regardless of whether the transactions contemplated by this Agreement are consummated, all costs and expenses incurred by Purchaser (including without limitation, the fees, and expenses of its agents, representatives, counsel, and accountants) in connection with the negotiation, drafting, and closing of the transactions contemplated by this Agreement shall be borne by Purchaser and all costs and expenses incurred by the Company or Seller (including without limitation, the fees, and expenses of its agents, representatives, counsel, accountants, and brokers) in connection with the negotiation, drafting, and closing of the transactions contemplated by this Agreement shall be borne by Seller.

10.13 Disclosure Schedules. Any matter disclosed in any section of the Schedules shall be deemed disclosed for all purposes and all sections of the Schedules. At any time prior to the Closing, Seller shall supplement or amend the Schedules to this Agreement for matters with respect to the Company and the Project. For all purposes of this Agreement, the Schedules shall be deemed to include only that information contained therein on the date of the execution and delivery of this Agreement and shall be deemed to exclude all information contained in any supplement or amendment to the Schedules, but if the Closing occurs, then all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing shall be waived and Purchaser shall not be entitled to make a claim thereon pursuant to the terms of this Agreement (for indemnification, breach or otherwise).

10.14 Designation of Affiliate to Receive Interests. On or before the Closing, Purchaser may designate (by written notice to the Sellers) a subsidiary to accept and receive the Membership Interests upon the Closing; provided, however, that such designation shall not reduce or obviate the Purchaser's obligations hereunder.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Membership Interest Purchase Agreement to be duly executed and delivered as of the date first set forth above.

ENERGEA PORTFOLIO 4 USA LLC

By: ______________________
Name: Mike Silvestrini
Title: Manager

PLANKTON ENERGY LLC

By: ______________________
Name: Dan Giuffrida
Title: Manager

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EXHIBIT A

Form of Assignment Instrument

Assignment of Membership Interests

[DATE]

Reference is made to the Membership Interest Purchase Agreement dated as of [DATE], 20211 (as amended, modified or supplemented from time to time, the "Purchase Agreement"), by and among [SELLER ("Seller")], [PROJECT COMPANY (the "Project Company")] and [PURCHASER] ("Purchaser").

Pursuant to Section 2.1 of the Purchase Agreement, Seller hereby conveys, transfers, assigns, and delivers to Purchaser all of Seller's right, title and interest in and to one hundred percent (100%) of the limited liability company membership interests in the Project Company and all of Seller's rights of every nature related thereto, as of the date hereof, without recourse, representation or warranty other than the representations and warranties expressly set forth in the Purchase Agreement.

[SELLER]

By: ______________________________
Name:
Title:

EXHIBIT B

[RESERVED]

[attached]

EXHIBIT C

PROJECT CONTRACTS

1) Solar Photovoltaic (PV) System Construction Agreement between the Company and Centurion Solar Energy LLC, dated December 4th, 2020 ("EPC Contract")
2) Solar Power Purchase Agreement between the Company and New Canaan Public Schools, dated December 2nd, 2020 ("PPA")

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3) Modules purchase order with Kinect Solar
4) Inverters and Racking Purchase Orders with CED Greentech
5) ZREC Contract with Connecticut Light & Power
6) Construction Management Agreement between the Company and Plankton Energy LLC, dated March 31, 2021 ("Construction Management Agreement")

EXHIBIT D

LIST OF EQUIPMENT

768 Trina TSM-395DEG15HC.20(II) 395w Mono split bifacial modules Inverters, Racking, Optimizers & Monitoring Equipment:

LN	QTY	MFR	CATALOG #	DESCRIPTION
01	2	SOLED	SE100K-USRP0BNU4	100KW PRIMARY UNIT
02	4	SOLED	SESU-USRS0NNN4	COMMERCIAL SECONDARY UNIT
03	2	SOLED	SE20K-USR48BNU4	3 PH INVERTR,20.0KW, 480V-W/ AC R
04	384	SOLED	P860	P860 OPTIMIZER
05	1	SOLED	SE1000-DTLG-S1	DATA LOGGER
06	1	SOLED	SEACTL-1250-150-C3	CURRENT TRANSFORMER, 150A
07	1	SOLED	SE-RGMTR-3Y-480V-A	3PH WYE, 480V METER
08	1	SOLED	SE1000-SEN-IRR-S1	IRRADIANCE SENSOR 0-1.4V
09	1	SOLED	SE1000-SEN-TAMB-S2	AMBIENT TEMPERATURE SENSOR 0-10V
10	1	SOLED	SE1000-SEN-TMOD-S2	MODULE TEMP SENSOR 4-20MA
11	288	UNIRC	310246C	SM RAIL 246" CLR
12	200	UNIRC	303019M	MILL BND SPLICE
13	1,400	UNIRC	302030M	SM PRO MID CLAMP MIL
14	300	UNIRC	302035M	SM PRO UNIVERSAL END W/CAP
15	120	UNIRC	008009P	ILSCO LAY IN LUG (GBL4DBT)
16	1,500	UNIRC	304001C	LFOOT SERRATED W/TBOLT CLR
17	1,500	S5	SNGS5Q	S-5 Q CLAMP 2 PIECE

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Exhibit 1A.11

180 Glastonbury Boulevard, Suite 400
Glastonbury, CT 06033

860.541.2000 main
860.541.2001 fax

mahoneysabol.com

Glastonbury
Essex

Consent of Independent Accountants

We hereby consent to the incorporation by reference in this Regulation A Offering Statement on Form 1-A of Energea Portfolio 4 USA LLC of our report dated March 31, 2021 relating to the financial statements as of March 11, 2021 (date of inception).

/s/ Mahoney Sabol & Company, LLP

Certified Public Accountants
Glastonbury, Connecticut
June 9, 2021

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Exhibit 1A.12

1810 Chapel Avenue West
Suite 200
Cherry Hill, NJ 08002
www.lexnovalaw.com

Markley S. Roderick, Esquire
Member of the NJ and PA
Bar
Direct Dial (856) 382-8402
mroderick@lexnovalaw.com

June 9, 2021

Energea Portfolio 4 USA LLC
Mr. Michael Silvestrini
35 Noble Street
Brooklyn NY 11222

Mr. Silvestrini:

We have acted as counsel to Energea Portfolio 4 USA LLC, a Delaware limited liability company (the "Company"), in connection with the Offering Statement on Form 1-A (the "Offering Statement") being filed by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and Regulation A thereunder. The Offering Statement relates to the issuance and sale by the Company of up to $75,000,000 of limited liability company interests designated as "Class A Investor Shares" of the Company (the "Shares").

We have examined such documents and such matters of fact and law that we have deemed necessary for the purpose of rendering the opinion set forth herein. As to questions of fact material to this opinion, we have relied on certificates or comparable documents of public officials and of officers and representatives of the Company. In rendering the opinion expressed below, we have assumed without verification the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of such copies.

Based on the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that the Shares have been duly authorized and, when the Shares have been duly issued and delivered against payment therefore in accordance with the terms of the Purchase and Investment Agreement, the Shares will be validly issued, and purchasers of the Shares will have no obligation to make payments to the Company or its creditors (other than the purchase price for the Shares) or contributions to the Company or its creditors solely by reason of the purchasers' ownership of the Shares.

We do not express any opinion herein concerning any law other than Delaware Limited Liability Company Act as in effect on the date of this letter.

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We hereby consent to the filing of this opinion letter as Exhibit 1A-12 to the Offering Circular included in the Offering Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

LEX NOVA LAW LLC

By: /s/ Markley S. Roderick
Markley S. Roderick

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Exhibit 1A.15.1

FORM 1-A
Regulation A Offering Statement
Part II – Offering Circular

ENERGEA PORTFOLIO 4 USA LLC

935 Noble Street
Brooklyn, NY 11222

(860) 316-7466
www.energea.com

April 9, 2021

This Offering Circular Follows the Form 1-A Disclosure Format

Energea Portfolio 4 USA LLC is a limited liability company organized under the laws of Delaware, which we refer to as the "Company." The Company is offering to sell to the public up to $75,000,000 of limited liability company interests designated as "Class A Investor Shares." The initial price of the Class A Investor Shares will be $1.00 per share and the minimum initial investment is $100.

We are selling these securities directly to the public through the website, www.energea.com, which we refer to as the "Platform." Currently, we are not using a placement agent or a broker and we are not paying commissions to anyone.

	Price to Public	*Commissions*	*Proceeds to Issuer*	*Proceeds to Others*
Each Class A Investor Share	$ 1.00	Zero	$ 1.00	Zero
Total	$75,000,000	Zero	$75,000,000	Zero

We might change the price of the Class A Investor Shares in the future. See "SECURITIES BEING OFFERED – PRICE OF CLASS A INVESTOR SHARES."

We refer to the offering of Class A Investor Shares pursuant to this Offering Circular as the "Offering." The Offering will begin as soon as our Offering Statement is "qualified" by the U.S. Securities and Exchange Commission ("SEC") and will end on the sooner of (i) a date determined by the Company, or (ii) the date the Offering is required to terminate by law.

The purchase of these securities involves a high degree of risk. Before investing, you should read this whole Offering Circular, including "RISKS OF INVESTING."

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS JUDGEMENT UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERM OF THE OFFERING. NOR DOES IT PASS JUDGEMENT UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

GENERALLY, IF YOU ARE A NON-ACCREDITED INVESTOR NO SALE MAY BE MADE TO YOU IN THIS OFFERING IF THE AGGREGATE PURCHASE PRICE YOU PAY IS MORE THAN 10% OF THE GREATER OF YOUR ANNUAL INCOME OR NET WORTH. DIFFERENT RULES APPLY TO ACCREDITED INVESTORS AND NON-NATURAL PERSONS. BEFORE MAKING ANY REPRESENTATION THAT YOUR INVESTMENT DOES NOT EXCEED APPLICABLE THRESHOLDS, WE ENCOURAGE YOU TO REVIEW RULE 251(d)(2)(i)(C) OF REGULATION A. FOR

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GENERAL INFORMATION ON INVESTING, WE ENCOURAGE YOU TO REFER TO WWW.INVESTOR.GOV. FOR MORE INFORMATION, SEE THE "LIMITS ON HOW MUCH NON-ACCREDITED INVESTORS CAN INVEST" SECTION.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NORTH AMERICAN SECURITIES ADMINISTRATORS ASSOCIATION UNIFORM LEGEND:

YOU SHOULD MAKE YOUR OWN DECISION AS TO WHETHER THIS OFFERING MEETS YOUR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO FEDERAL OR STATE SECURITIES COMMISSION HAS APPROVED, DISAPPROVED, ENDORSED, OR RECOMMENDED THIS OFFERING. NO INDEPENDENT PERSON HAS CONFIRMED THE ACCURACY OR TRUTHFULNESS OF THIS DISCLOSURE, NOR WHETHER IT IS COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY BY CONTRACT AND THERE WILL BE NO READY MARKET FOR RESALE. YOU SHOULD COULD BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

EXECUTIVE SUMMARY

OUR STORY

The world wants and needs solar energy. Once the stuff of warnings from scientists about what *might* happen, the global effects of climate change *are* happening. Once-in-a-century floods, melting glaciers, dramatic increases in forest fires, the rapid extinction of species, ocean water threatening Miami and Manhattan – all due in large part to the carbon emissions of human beings.

While too many political leaders bury their heads in the sand, the private sector is rising to the occasion.

Mike Silvestrini co-founded Greenskies Renewable Energy LLC ("Greenskies") with $35,000 in 2008. Under Mike's management, Greenskies built more than 400 solar projects across the United States, counting among its electricity customers Wal-Mart, Sam's Club, Amazon, Target, municipalities, schools, universities, and large electric utilities. Greenskies was sold in 2017 for an enterprise value in excess of $165 million.

The 400+ solar energy projects developed by Greenskies keep approximately 250,000 metric tons of carbon dioxide out of the Earth's atmosphere every year.

Chris Sattler co-founded North American Power, a deregulated energy supply company which grew to serve over one million customers with competitively priced energy products. North American Power was sold to the largest retail energy company in the U.S. in 2017.

Mike and Chris are now leveraging the experience and relationships from their past success in the energy industry to identify premium investment opportunities in renewable energy markets around the world from Africa to the U.S. to Latin America.

Mike and Chris formed the Company to buy or build solar energy projects in the United States (each, a "Project"). The Company's Projects will share the following characteristics:

- Each Project shall be owned by a Single Purpose Entity (an "SPE"), each a wholly owned subsidiary of the Company.
- Each Project will have a capacity of between 0.10 megawatts and 10 megawatts (a one-megawatt Project produces enough electricity to power roughly 200 average American homes).

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- In most cases, the Company will not invest in or commence construction of a Project until the entire energy output of the Project has been fully subscribed and the major expenses of building and operating the Project have likewise been fixed by contract. Thus, the cash flow of each Project will largely be established by contract before Investors are exposed to any Project-related risk.

- The expected Project-level internal rate of return, based on contracts in place at the time the Company invests, will be in the range of 7% to 11%.

The Offering

The Company is offering to investors up to $75,000,000 of Class A Investor Shares to finance the purchase and development of a portfolio of solar energy Projects.

The cash flow generated by a Project will first be used to pay for the Project's operating expenses and all additional cash flow will be sent to the Company, then distributed to the owners of the Class A Investor Shares ("Investors") who will have the right to receive:

- Monthly distributions sufficient to amortize their investment in the Company over the projected life of the Project, plus

- A 6% per year compounded preferred return; plus

- 80% of any additional cash flow.

Owners of the Class A Investor Shares will have no voting rights.

CAUTION: ALTHOUGH THE CASH FLOW FROM OUR PROJECTS WILL LARGELY BE ESTABLISHED BY CONTRACT IN ADVANCE, THERE IS NO GUARANTY THAT OUR PROJECTS WILL GENERATE ANY POSITIVE CASH FLOW.

Apart from the potential economic returns, an Investor who purchases Class A Investor Shares will also be keeping carbon dioxide out of the atmosphere and thereby fighting back against climate change.

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RISKS OF INVESTING

BUYING CLASS A INVESTOR SHARES IS SPECULATIVE AND INVOLVES SIGNIFICANT RISK, INCLUDING THE RISK THAT INVESTORS COULD LOSE SOME OR ALL OF THEIR MONEY. THIS SECTION DESCRIBES SOME OF THE MOST SIGNIFICANT FACTORS THAT THE COMPANY BELIEVES MAKE AN INVESTMENT IN THE CLASS A INVESTOR SHARES RISKY. THE ORDER IN WHICH THESE FACTORS ARE DISCUSSED IS NOT INTENDED TO SUGGEST THAT SOME FACTORS ARE MORE IMPORTANT THAN OTHERS.

The Track Record of Our Principals Does Not Guaranty Success: The principals of the Company and the Manager have been involved in the solar industry for approximately 15 years, developing more than 400 solar projects. See "Past Performance – Our Tack

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RECORD." However, past performance is never a guaranty of future results, and the success of our principals in other solar projects does not guaranty that the Company will be successful.

RISKS ASSOCIATED WITH RENEWABLE ENERGY PROJECTS: The market for renewable energy is changing rapidly, and its future is uncertain. If renewable technology proves unsuitable for widespread commercial deployment or if demand for renewable energy products, especially solar energy products, fails to develop sufficiently, our Projects might not be able to generate enough revenues to achieve and sustain profitability. The factors influencing the widespread adoption of renewable energy technology include but are not limited to: cost-effectiveness of renewable energy technologies as compared with conventional technologies; performance and reliability of renewable energy products as compared with conventional energy products; and the success of other enabling technologies such as battery storage and Distributed Energy Resource Management Systems.

FLUCTUATIONS IN INCOME: Our agreements with customers typically provide for payment based on the actual production of electricity from the Project. Thus, our income will fluctuate based on factors beyond our control, including the number of sunny days.

COMPETITION: There are many solar developers actively building solar projects in the United States. Some of our competitors are much larger and have far more assets. Aggressive pricing by competitors or the entrance of new competitors could reduce the Company's ability to acquire and develop Projects.

OUR CUSTOMERS MIGHT DEFAULT: The Company will have a variety of customers, including businesses and homeowners. Some customers will default. If enough customers default it would hurt the Project in question financially, reducing the anticipated returns and potentially causing us to default on our own obligations.

WE MIGHT OWN ONLY A SMALL NUMBER OF PROJECTS: If the Company is successful raising the full $75,000,000 it is trying to raise, the Company would likely acquire between 50 and 100 Projects. The less money the Company raises, the fewer Projects it will own. If the Company owns only a small number of Projects, Investors will be exposed to greater concentration risk.

WE HAVE NOT YET ACQUIRED ANY PROJECTS: As of the date of this Offering Circular, the Company has not acquired any Projects and therefore has no revenue.

POLITICAL OPPOSITION; POSSIBLE CHANGES IN GOVERNMENTAL POLICIES: As solar and wind energy gain increasing market share, fossil fuel providers are pushing back politically. We expect the political pushback to increase as renewable energy technologies replace fossil fuels on a broad scale. It is possible that certain states will adopt laws hostile to our business, making it more difficult or even impossible to generate profits.

DELAYS IN CONNECTING TO POWER GRID: Our Projects must be physically connected to the power grid. Connecting to a power grid can involve both engineering and bureaucratic challenges, and delays are not uncommon. For example, the utility involved might be required to perform physical upgrades to allow for the safe and consistent generation, distribution, and/or transmission of electricity from the Project to our customers. Delays in the performance of the interconnecting utility's obligations to make such grid upgrades can also impact the financial performance of the Projects.

OPERATIONAL RISKS: The Projects are subject to operating and technical risks, including risk of mechanical breakdown, failure to perform according to design specifications, labor and other work interruptions and other unanticipated events that adversely affect operations. The success of each Project, once built, depends in part upon efficient operations and maintenance.

CONSTRUCTION AND DEVELOPMENT RISKS: In some cases, the Company will invest in Projects before construction is complete. Construction of any kind involves risks, including labor unrest, bad weather, design flaws, the unavailability of materials, fluctuations in the cost of materials, and labor shortages. Delays are common, which could adversely affect the economics of a Project.

EQUIPMENT SUPPLY CONSTRAINTS: The construction of renewable energy facilities relies on the availability of certain equipment that may be in limited supply, such as solar modules, trackers, inverters and monitoring systems. Much of this equipment comes from China. There is no guarantee that the production of this equipment will match demand and this may adversely impact the ability to build Projects.

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Risks Upon Disposition of Investments: If the Company sells a Project, it might be required to make representations about the business and financial affairs of the Project, and to indemnify the purchaser if those representations prove to be inaccurate or misleading. These arrangements may result in contingent liabilities, which might ultimately require Investors to return some or all of the distributions they have received pursuant to 6 Del. C. §18-607, which provides, among other things, that if a member of a limited liability company receives a distribution that causes the limited liability company to be insolvent, the member must return the distribution.

Regulatory Risks: All of the Projects will be subject to extensive regulatory requirements, including those imposed by environmental, safety, labor and other regulatory and political authorities. These regulatory requirements will impose substantial costs on the Projects. Further, should any Project fail to comply with one or more regulatory requirements, it could result in substantial fines and penalties and even a shutdown of the Project.

Unavailability of Insurance Against Certain Catastrophic Losses: Certain losses of a catastrophic nature, such as earthquakes, wars, terrorist attacks or other similar events, may be either uninsurable or insurable at such high rates that to maintain such coverage would cause an adverse impact on the related Project. As a result, not all Projects may be insured against all possible risks. If a major uninsured loss occurs, the Company could lose both the amount it invested in and anticipated profits from the affected Project(s).

Potential Environmental Liability: The Projects, like any large-scale physical plant, could cause environmental contamination under some circumstances. Further, the SPE could be found liable for environmental contamination that occurred before the Project was built. The cost of remediation and penalties could be very large.

Liability for Personal Injury and Damage to Property: The Company could be held liable for accidents and injuries at the Project site. The SPE will carry insurance to protect against the potential losses, but the insurance might not be adequate.

We Might Raise More than $75,000,000: Under Regulation A, the Company is allowed to raise a maximum of $75,000,000 each year. Should the Company raise the full $75,000,000 it is trying to raise, it might decide to raise more, in a subsequent year. In that case an early Investor could own a much larger portfolio of Projects than he, she, or it expected.

Risks from COVID-19: As of the date of this Offering Circular, the world economy is beginning to recover from the sharpest and most severe slowdown since at least the Great Depression, and possibly in history, caused by the COVID-19 pandemic. Despite action by governments and central banks, many experts believe the world faces a prolonged, deep recession. Although we believe the Company can thrive despite the COVID-related downturn, neither the Company, the Manager, nor anyone else has any way of knowing exactly how COVID-19 will affect the business.

No Participation in Management: Investors will have no voting rights and no right to participate in the management of the Company or the Projects. Instead, the Company's management will make all decisions. You will have the ability to replace our management team only under very limited circumstances, as described in "Summary of LLC Agreement and Authorizing Resolution – Management." These very limited circumstances do not include just doing a bad job.

Reliance on Management: The success of the Company and its Projects will depend in part on the skills of our management team. If a key member of our management team resigned, died, or became ill, the Company and its Investors could suffer.

Sale of Other Securities: In this Offering, the Company is selling Class A Investor Shares for $1 per share. However, the Company could at any time sell other Class A Investor Shares or other classes of securities to raise additional capital. A different class of securities could have greater rights than those associated with the Class A Investor Shares, including but not limited to preferential rights to distributions.

Limitations on Rights in Investment Agreement: To purchase Class A Investor Shares, you are required to sign our Investment Agreement. The Investment Agreement will limit your rights in several important ways if you believe you have claims against us arising from the purchase of your Class A Investor Shares:

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- Any claims arising from your purchase of Class A Investor Shares must be brought in the state or federal courts located in Wilmington, Delaware, which might not be convenient to you.
- You would not be entitled to recover any lost profits or special, consequential, or punitive damages. However, that limitation does not apply to claims arising under Federal securities laws.

Forum Selection Provision: Our Investment Agreement and our LLC Agreement both provide that disputes will be handled solely in the state or federal courts located in Delaware. We included this provision primarily because (i) the Company is organized under Delaware law, (ii) Delaware courts have developed significant expertise and experience in corporate and commercial law matters and investment-related disputes (which typically involve very complex legal questions), particularly with respect to alternative entities (such as LLCs), and have developed a reputation for resolving disputes in these areas in an efficient manner, and (iii) Delaware has a large and well-developed body of case law in the areas of corporate and alternative entities law and investment-related disputes, providing predictability and stability for the Company and its Investors. This provision could be unfavorable to an Investor to the extent a court in a different jurisdiction would be more likely to find in favor of an Investor or be more geographically convenient to an Investor. It is possible that a judge would find this provision unenforceable and allow an Investor to file a lawsuit in a different jurisdiction.

Section 27 of the Exchange Act provides that Federal courts have exclusive jurisdiction over lawsuits brought under the Exchange Act, and that such lawsuits may be brought in any Federal district where the defendant is found or is an inhabitant or transacts business. Section 22 of the Securities Act provides that Federal courts have concurrent jurisdiction with State courts over lawsuits brought under the Securities Act, and that such lawsuits may be brought in any Federal district where the defendant is found or is an inhabitant or transacts business. Investors cannot waive our (or their) compliance with Federal securities laws. Hence, to the extent the forum selection provisions of the Investment Agreement or the LLC Agreement conflict with these Federal statutes, the Federal statutes would prevail.

Waiver of Right to Jury Trial: The Investment Agreement and the LLC Agreement both provide that legal claims will be decided only by a judge, not by a jury. The provision in the LLC Agreement will apply not only to an Investor who purchases Class A Investor Shares in the Offering, but also to anyone who acquires Class A Investor Shares in secondary trading. Having legal claims decided by a judge rather than by a jury could be favorable or unfavorable to the interests of an owner of Class A Investor Shares, depending on the parties and the nature of the legal claims involved. It is possible that a judge would find the waiver of a jury trial unenforceable and allow an owner of Class A Investor Shares to have his, her, or its legal claim decided by a jury. In any case, the waiver of a jury trial in both the Investment Agreement and the LLC Agreement do not apply to claims arising under the Federal securities laws.

Conflicts of Interest: The interests of the Company and the Manager could conflict with Investor interests in a number of ways, including:

- Investor's interests might be better served if the principals of the Company and Manager devoted their full attention to the Company's business. Instead, they will also be managing other businesses and business interests simultaneously.
- Our Manager will receive fees based, in part, on the amount of cash flow the Projects generate. The Manager might, therefore, have an incentive to raise more capital, and invest in more Projects, than they would otherwise, leading them to invest in Projects with lower estimated returns.
- The Manager expects to create other entities that invest in solar projects in the United States. Conflicts could arise as to whether a given Project should be included in the Company or a different entity.
- The lawyers who prepared this Offering Statement, the LLC Agreement, and the Investment Agreement represent the Company, not the Investor. Investors must hire their own lawyer (at their own expense) if they want their interests to be represented.

Risk of Failure to Comply with Securities Laws: The current Offering relies on an exemption under Regulation A of the Securities and Exchange Commission. The Company has relied on the advice of securities lawyers and believe the Company qualifies for the exemption. If the Company did not qualify, it could be liable to penalties imposed by the federal government and state regulators, as well as to lawsuits from Investors.

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No Market for the Class A Investor Shares; Limits on Transferability: There are several obstacles for an Investor who wishes to sell or otherwise transfer their Class A Investor Shares:

- There will be no established market for the Class A Investor Shares, meaning the Investor could have a hard time finding a buyer.
- Although the Company offers a limited right of redemption, there is no guaranty that an Investor who wants to sell his, her, or its Class A Investor will be able to do so.
- Class A Investor Shares may not be transferred without the Company's consent, which we can withhold in its sole discretion. The Company also has a right of first refusal to purchase any Class A Investor Shares proposed to be transferred.

Corporate Governance Risk: As a non-listed company conducting an exempt offering pursuant to Regulation A, the Company is not subject to a number of corporate governance requirements that an issuer conducting a registered offering or listed on a national stock exchange would be. For example, the Company does not have (i) a board of directors of which a majority consists of "independent" directors under the listing standards of a national stock exchange, (ii) an audit committee composed entirely of independent directors and a written audit committee charter meeting a national stock exchange's requirements, (iii) a nominating/corporate governance committee composed entirely of independent directors and a written nominating/corporate governance committee charter meeting a national stock exchange's requirements, (iv) a compensation committee composed entirely of independent directors and a written compensation committee charter meeting the requirements of a national stock exchange, and (v) independent audits of the Company's internal controls.

The Company is an "Emerging Growth Company" Under the JOBS Act: Today, the Company qualifies as an "emerging growth company" under the JOBS Act of 2012. If the Company were to become a public company (*e.g.*, following a registered offering of its securities) and continued to qualify as an emerging growth company, it would be able to take advantage of certain exemptions from the reporting requirements under the Securities Exchange Act of 1934 and exemptions from certain investor protection measures under the Sarbanes Oxley Act of 2002. Using these exemptions could benefit the Company by reducing compliance costs but could also mean that Investors receive less information and fewer protections than they would otherwise. However, these exemptions – and the status of the Company as an "emerging growth company" in the first place – will not be relevant unless and until the Company becomes a public reporting company.

The Company has elected to delay complying with any new or revised financial accounting standard until the date that a company that is not an "issuer" (as defined under section 2(a) of the Sarbanes-Oxley Act of 2002) is required to comply with such new or revised accounting standard, if such standard also applies to companies that are not issuers. As a result, owners of Class A Investor Shares might not receive the same disclosures as if the Company had not made this election.

Breaches of Security: It is possible that our Platform, systems or the systems of third-party service providers could be "hacked," leading to the theft or disclosure of confidential information Investors provide to us. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until they are launched, the Company, Manager and our service providers may be unable to anticipate these techniques or to implement adequate defensive measures.

The Foregoing Are Not Necessarily The Only Risks Of Investing
Please Consult With Your Professional Advisors

OUR COMPANY AND BUSINESS

The Crisis of Climate Change

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Climate change is no longer a theory but a fact, in plain view.

As bad as things seem today, they are going to get much worse very quickly unless we act. According to the United Nations Intergovernmental Panel on Climate Change (the "IPCC"), we have until 2030 before rising temperatures cause a climate catastrophe: worse and more frequent cataclysmic weather events, the devastation of many natural plant and animal habitats leading to mass extinctions and the destruction of important ecosystems, interruptions of the global food supply chain, and poverty for hundreds of millions of human beings[1].

To put it simply, unless we take dramatic action soon, we will harm the earth and all of its inhabitants irreparably.

The rapid rise in greenhouse gas ("GHG") emissions is a significant culprit in our crisis. As its name implies, GHG emissions have a "greenhouse effect" on the earth's climate, allowing sunlight to pass through the atmosphere but preventing heat from escaping.

The single biggest driver in the increase in GHG emissions is the dramatic increase in carbon dioxide emissions. According to the United States Environmental Protection Agency, about three-quarters (76%) of global man-made GHG emissions come from carbon dioxide emissions[2].

The sharp rise in carbon dioxide emissions (and in turn GHG emissions), is primarily a post-World War II phenomenon. Between 1850 and 1940 fewer than 5 trillion tons of carbon dioxide emissions were released per year. Beginning in 1950, global carbon dioxide emissions began to increase dramatically to more than 30 trillion tons each year between 2010 and 2020. By 2030, carbon emissions are projected to exceed 38 trillion tons per year and will be more than 42 trillion by 2040[3].

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1 https://www.ipcc.ch/site/assets/uploads/sites/2/2019/06/SR15_Full_Report_High_Res.pdf. "Global Warming of 1.5 Degrees Celsius," IPCC, 2019

2 https://www.epa.gov/ghgemissions/global-greenhouse-gas-emissions-data. "Global Greenhouse Gas Emissions Data: Global Emissions by Gas," United States Environmental Protection Agency (accessed May 17, 2020).

3 https://www.c2es.org/content/international-emissions/. "Global Carbon Dioxide Emissions, 1850-2040," by Center for Climate and Energy Solutions (accessed May 17, 2020).

The global energy industry is by far the largest industry contributor to GHG emissions. According to the World Resources Institute, the energy industry accounts for 72% of all global GHG emissions, followed by agriculture (11%), land-use change/forestry (6%), and industrial processing (6%)[4]. Within the energy footprint, electricity and heat constitute the biggest source of GHG emissions (constituting 31% of the energy industry's footprint), with transportation (15%) and manufacturing/construction a distant second and third respectively[5]. Thus, if we can change the way we produce energy, we can dramatically decrease the amount of carbon dioxide and GHGs being released into the atmosphere, and in turn prevent the global climate crisis described by the IPCC.

For example, for every megawatt of electrical capacity we can transfer from a coal-burning plant to a solar project, we keep approximately 1,000 tons of carbon out of the atmosphere every year.

Company Overview

The Company was formed to acquire, develop, and operate solar energy projects in the United States (each a "Project").

The Company has not yet invested in any Projects, but has identified one Project we are likely to invest in, as described in "Our First Projects." Because the Company has not yet invested in any Projects, it has no cash flow.

Corporate Structure

The Company is a Delaware limited liability company.

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Projects will be owned by special-purpose entities (each, an "SPE"). We currently anticipate that each SPE will also be organized a limited liability company, often in Delaware. Thus, the liabilities of a Project held in one SPE should not affect the assets of another Project held in a different SPE.

Typically, the Company will own 100% of each SPE, although there could be instances where the Company is a partner in a SPE with another party, such as the developer of the Project, the former owner, or a tax credit investor. In all cases, the Company will exercise complete management control over the SPE.

The Company and all of its owners are subject to a Limited Liability Company Agreement dated March 22, 2021, which governs the ownership, management, and operation of the Company (the "LLC Agreement"). The key terms of the LLC Agreement are summarized in "SUMMARY OF LLC AGREEMENT AND AUTHORIZING RESOLUTION," and a copy of the LLC Agreement is attached as Exhibit 1A-2B.

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4 https://www.wri.org/blog/2020/02/greenhouse-gas-emissions-by-country-sector. "Four Charts Explain Greenhouse Gas Emissions by Countries and Sectors," by Mengpin Ge and Johannes Friedrich, World Resources Institute (February 6, 2020).

5 Id.

MANAGEMENT

The Company will be managed by Energea Global LLC, a Delaware limited liability company ("Energea Global" or the "Manager"). The Manager will exercise complete control of the Company, the SPEs and the Projects. For example, the Manager will select each Project, negotiate the terms of the contracts for each Project, decide whether to borrow money and, if so, how much, oversee the design and construction of unbuilt Projects, perform due diligence on Projects the Company may acquire, decide whether and when to sell Projects, decide how much capital to raise through the sale of Class A Investor Shares, and decide how and whether to raise capital through other means.

Investors will have the right to remove the Manager only for narrowly defined "cause," and then only after following a procedure set forth in the LLC Agreement. See "SUMMARY OF LLC AGREEMENT AND AUTHORIZING RESOLUTION."

The Manager is, in turn, owned and controlled by Mike Silvestrini and Chris Sattler. See "OUR MANAGEMENT TEAM."

TYPICAL PROJECT CHARACTERISTICS

- *Power Capacity*: We intend to focus on Projects of between 0.1 megawatts and 10 megawatts. (NOTE: The capacity of a solar project is determined in accordance with "standard testing conditions" established by certain laboratories worldwide. The actual output of a solar project fluctuates with solar irradiance.)
- *Locations*: We select locations based primarily on:
    - Demand for alternative energy;
    - Efficient access for maintenance;
    - Interconnection points with the electricity grid;
    - Solar irradiance; and
    - State-level policies that enable the development of renewable energy projects.
- *Right to Land*: Some Projects owned by the Company will be installed on Customer's rooftops, others will be located on remote parcels of real estate. In either scenario, the Company, and more specifically, the SPE, will obtain rights to access the Project to construct and maintain the Project. For rooftop Projects, site access is most commonly granted through the Power Purchase

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Agreement with the Customer. For Projects on remote real estate, the SPE will either purchase or lease the Property to ensure adequate access rights are protected.

- *Connecting Projects to Subscribers*: All Projects acquired or constructed by the Company will require permission to interconnect to the local electric grid. This permission is granted by the local interconnecting utility company.

- *Our Solar Equipment*: We use the same basic equipment used across the solar industry: the solar panels themselves, which turn sunlight into electrical energy; and the inverters, which convert the direct current from the panels to the alternating current used in homes and businesses. However, we buy our equipment only from certain manufacturers known for high quality and financial strength.

- *State-Level Incentives*: Many states in the United States have certain incentives to promote the development of renewable energy projects. There are a wide range of incentive types that include renewable energy credits ("RECs"), property and sales tax exemptions, net metering and community solar. The Company will seek to optimize those state-level incentives in order to increase the expected return on investment for the investors which may include transactions with third parties to monetize the renewable energy credits.

- *Federal Incentives*: In addition to state-level incentives, the Federal Government of the United States has created multiple tax-related incentives to promote the development of renewable energy projects. The incentives include the Investment Tax Credit ("ITC"), MACRS accelerated depreciation and bonus depreciation. The Company will seek to optimize those federal-level incentives in order to increase the expected return on investment for investors which may include transactions with third parties for the purpose to monetizing certain tax advantages ("Tax Equity").

- *When the Company Invests in Projects*: Normally, the Company will not invest in a Project until certain conditions are satisfied. Among these:

    - The SPE has executed contracts to access the Project, for engineering, procurement and construction of the Project, for operations and maintenance, and for the sale of the electricity;

    - The electric utility has confirmed that the Project can connect with the electric grid;

    - All environmental and installation permits have been obtained;

    - We have executed installation service agreements (*e.g.*, for all civil and site work, electrical installation, installation of racking, etc.); and

    - We have obtained insurance.

  Thus, in most cases Investors are not exposed to any Project-level risks until all these conditions are satisfied. However, the Company might make exceptions for exceptionally promising Projects.

How the Company Finds Projects – Development Companies

By and large, the Company finds Projects in partnership with third parties who are focused on developing solar projects, which we refer to as "Development Companies." In addition, the Manager may develop Projects on its own initiative, without third parties.

The Company's relationship with Development Companies can take a number of different forms. Sometimes a Development Company will not only identify a potential project, but also permit, engineer and construct it. Sometimes a Development Company will provide

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operations and maintenance support for a Project after it's built. Sometimes a Development Company will sell a Project SPE and exit the Project entirely. In general, the Development Company is responsible for ensuring that all the conditions described in "Typical Project Characteristics – When We Invest in Projects" immediately above.

NOTE: Development Companies are compensated for their work and their risk. This may include a developer fee or a continued economic interest in the Project SPE.

Leverage

The Company might (or might not) borrow money to invest in Projects, depending on the circumstances at the time. If the Company can raise money from Investors quickly enough through this Offering, the Company probably will not borrow. On the other hand, if the Company needs to move quickly on a Project and has not yet raised enough capital through this Offering, it might make up the shortfall through borrowing. The Manager will make this decision on an as-needed basis.

Sale of the Projects

Currently, the Company plans to hold our Projects indefinitely, creating a reliable stream of cash flow for Investors. Should the Company decide to sell one or more Projects, however, the Manager's experience in the industry suggests that the Projects could be sold for a profit:

- *Yield and Cashflow*: Many investment funds look for reliable cashflows generating a targeted yield. From the perspective of such a fund, any of the Projects or indeed the entire portfolio of Projects would be an attractive investment. With both revenue and most expenses locked in by contract, the cash flow should be predictable and consistent for as long as 20 years.

- *Project Consolidation*: Some of the Projects will be too small or unusual for institutional buyers to consider on their own. The Company could package these Projects into a larger, more standardized portfolio that will be attractive to these larger, more efficiency-focused players. In the aggregate, the portfolio of Projects is expected to generate 50+ megawatts of power with relatively uniform power contracts, engineering standards, and underwriting criteria. A portfolio of that size can bear the fees and diligence associated with an investment-banker-grade transaction.

- *Cash Flow Stabilization*: When the Company buys a Project, it will typically share the construction risk with the Development Company that originated the Project. Larger investors are generally unwilling to take on construction risk and will invest only in projects that are already generating positive cash flow, referred to as "stabilization." Thus, the Company will acquire Projects before stabilization and sell them after stabilization. Institutional investor interest in the Portfolio should increase as the Portfolio stabilizes.

- *Increase in Residual Value*: When the Company acquires a Project, the appraisal is based solely on the cash flows projected from executed contracts, with no residual value assumed for the Project. Truthfully, there is a high probability that a Project will continue to create revenue after its initial contract period in the form of a contract extension, repositioning, or sale into the merchant energy markets. This creates a sort of built-in "found value" for our Projects, which may be realized upon sale.

Our Revenue and Expenses

Revenue

The revenue from our Projects will consist primarily of the payments we receive from customers from the sale of electricity.

Expenses

The principal expenses of the Projects will consist of:

- Payments to third parties to operate and maintain the Projects

- Rental payments to landowners (if applicable)

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- Debt service payments (where we borrow money)
- Utilities
- On-site security
- Payments to the third parties that manage subscribers (for community solar Projects)

Offices and Employees

The Company itself will not have offices or employees. Instead, the Manager will provide all services required to operate the Company (other than on-site construction, operation, and maintenance and other services provided by third parties), as well as the office space and equipment necessary to provide such services.

Factors Most Likely to Affect Our Business

The ability of the Company to conduct its business successfully depends on several critical factors:

- *The Price of Electricity from Other Sources*: Although some of our customers will choose solar power because they care about the environment and climate change, ultimately our Projects must compete on price. Our competitors include not just traditional utilities using fossil fuels, but other renewable energy project developers.
- *Government Policies*: Depending on the political environment, government policies could favor or disfavor solar power. For example, the Biden Administration has announced a major initiative to develop additional infrastructure which may include a cash refund in lieu of an investment tax credit which may benefit the Project economics and reduce reliance on tax equity markets.

PAST PERFORMANCE: GREENSKIES RENEWABLE ENERGY, LLC

Mike Silvestrini co-founded Greenskies Renewable Energy LLC ("Greenskies") with a $35,000 family loan in 2008. Under Mike's leadership, Greenskies:

- Built more 400 solar projects ranging from 200kW to 5MW, across 23 states from California to North Carolina.
- Closed and managed over $500 million of project finance.
- Signed some of America's largest corporations as customers, including Wal-Mart, Sam's Club, Amazon, and Target, as well as schools, universities, municipalities, and several large utilities.
- Did not experience a single customer default.
- Created thousands of direct and indirect jobs.
- Built best-in-industry information technology.
- Was named one of the Best Places to Work by the Hartford Courant in 2016.
- Was sold in 2017 for an enterprise value in excess of $165 million.

The business of Greenskies is very similar to the business of the Company. The type and the size of solar project is similar, the construction methods are similar, and the equipment itself will be nearly identical.

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CAUTION: Past performance does not guaranty future results. Even though Mr. Silvestrini was successful with Greenskies, there are many reasons why the Company might not be successful, including all of those listed in "RISKS OF INVESTING."

THE COMPANY'S INITIAL PROJECT

As of the date of this Offering Circular the Company does not own any Projects and therefore has no cash flow or revenues. That said, the Company expects to acquire the following Project first:

	West School
Power Capacity	299.4 kW
Name of SPE	Phytoplankton Ponus Ridge Solar LLC
Location	New Canaan, CT
Land Status	Rooftop Project
Customer	Town of New Canaan
Initial Contract Term	20 yrs
State Incentive	Connecticut ZREC
Purchase Price	$500,000.00
Estimated Equity	$380,000.00
Estimated Tax Equity	$120,000.00
Estimated Project IRR*	7.3%

*We calculate the internal rate of return for the Project based on the anticipated cash flows from the Project. In calculating the internal rate of return we assume that the Project will have a zero value at the expiration of the initial contract term. This is intentionally a conservative assumption. In almost all cases a Project will have some residual value, and sometimes a significant residual value. For example, we might enter into a new contract for the Project, even if at a lower price.

For each Project the Manager prepares a Project Memo, which includes extensive information about the Project as well as our financial assumptions and estimated results of operations. The Project Memo for the West School Project is attached as Appendix A to this Offering Circular. If and when the Company acquires additional Projects, we will provide a Project Memo for each.

The Estimated Results of Operations for each Project, including the West School Project, are based on contracts that have already been negotiated or as the Manager expects them to be negotiated. Together, these contracts establish most of the revenue and expense items for each Project, although items of revenue and expense can vary based on built-in adjustment mechanisms like consumer prices. Items reflected in the Estimated Results of Operations other than those reflecting the terms of these contracts are based on assumptions the Manager believes are reasonable.

KEY CONTRACTS

The following summarizes the key contracts for the West School Project, each of which is attached as an Exhibit to this Agreement.

In addition to the Company, the contracts involve the following parties:

Phytoplankton Ponus Ridge Solar LLC, a Delaware limited liability company ("PPRS")

The special purpose vehicle formed to operate the West School Project, initially owned by an unrelated party, Plankton Energy, then purchased by the Company.

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Plankton Energy, LLC, a New York limited liability company ("Plankton Energy")	An unrelated party engaged in the business of solar power development, *i.e.*, a Development Company.
Connecticut Light and Power Company (the "Utility").	The licensed utility that supplies power in the region where the West School is located.
Town of New Canaan Public Schools (the "School District").	
Plankton Asset Management LLC, a Delaware limited liability company wholly-owned by Plankton Energy ("Plankton Asset Management")	An unrelated party engaged in the business of operating and maintaining solar power projects.
Centurion Solar Energy LLC, a New Jersey limited liability company (the "Contractor").	An unrelated party engaged in the business of building solar power projects.

Operating Agreement of SPE – Exhibit 1A-4B

Parties	Originally, Plankton Energy and PPRS. However, Plankton has assigned its interest to the Company pursuant to the Membership Interest Purchase Agreement.
Date	October 22, 2020
Summary	This contract governs the internal affairs of PPRS.

Solar Power Purchase Agreement – Exhibit 1A-4C

Parties	PPRS and the School District.
Date	December 20, 2020
Summary	In this contract, PPRS agrees to sell electricity to the School District.

Contract for Connecticut Renewable Energy Credits – Exhibit 1A-4D

Parties	Originally, the Utility and the School District. However, the School District has assigned its interest to PPRS.
Date	November 26, 2018
Summary	In this contract, the Utility commits to pay the School District based on the solar energy purchased by the School District.

Solar Photovoltaic Construction Agreement – Exhibit 1A-4E

Parties	PPRS and the Contractor.
Date	December 4, 2020
Summary	In this contract, the Contract agrees to build the Project for PPRS.

Construction Management Agreement – Exhibit 1A-4F

Parties	PPRS and Plankton Energy.
Date	March 31, 2021
Summary	In this contract, PPRS engages Plankton (its parent company at the time the contract was entered into) to manage construction of the Project.

Membership Interest Purchase Agreement – Exhibit 1A-4G

Parties	The Company and Plankton Energy.
Date	March 30, 2021
Summary	In this contract, the Company agreed to purchase all of the limited liability company interests of PPRS from Plankton Energy, making PPRS a wholly-owned subsidiary of the Company.

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Operation and Maintenance Agreement – Exhibit 1A-4H

Parties	PPRS and Plankton Asset Management.
Date	December 11, 2020
Summary	In this contract, PPRS engages Plankton Asset Management (an affiliate at the time the contract was entered into) to perform day-to-day operation and maintenance services for the Project.

SECURITIES BEING OFFERED: THE CLASS A INVESTOR SHARES

Description of Securities

The Company is offering to the public up to $75,000,000 of Class A Investor Shares, which represent limited liability company interests in the Company. All of the rights and obligations associated with the Class A Investor Shares are set forth in:

- The LLC Agreement, which is attached as Exhibit 1A-2B; and
- The Authorizing Resolution, which is attached as Exhibit 1A-2C.

Price of Class A Investor Shares

Initially, the Company will offer the Class A Investor Shares at $1.00 per Class A Investor Share. During the term of this Offering, the Company expects to increase or decrease the price per Class A Investor Share to reflect changes in the value of the Projects and equalize returns for investors who invest at different times.

The value of the Projects will be determined by the Manager in its sole discretion using the comprehensive financial model it has developed for the Projects, projecting their cost and revenue (the "Financial Model"). In general, the Financial Model determines the value of Projects, and thus, the price of Class A Investor Shares is based on the current net present value of the Project's long term contracted free cash flow. Thus, factors that could cause changes to the price of Class A Investor Shares include (i) the addition of new Projects, (ii) changes in the anticipated revenue or costs associated with a Project, and (iii) the passage of time (as Projects release dividends, energy contracts age and the assets depreciate).

Voting Rights

Investors will have no right to vote or otherwise participate in the management of the Company. Instead, the Company will be managed by the Manager, Energea Global, exclusively.

Distributions

The Company intends to make distributions monthly, as conditions permit. The order of distributions will be governed by the Company's LLC Agreement and by the Authorizing Resolution.

Distributions are divided into two categories:

- Distributions of ordinary operating cash flow from the Projects; and
- Distributions of the net proceeds from "capital transactions" like the sale or refinancing of Projects ("net proceeds" means the gross proceeds of the capital transaction, reduced by the expenses of the transaction, including repayment of debt).

Distributions of ordinary operating cash flow will be made as follows:

- The Manager calculates the projected monthly operating cash flows from the Projects based on the contracts in place and other assumptions defined in the Project Memo for each Project ("Projected Cash Flow").

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- The Projected Cash Flow is used to calculate a targeted internal rate of return ("IRR") for investments in the Company.
- A portion of the Projected Cash Flow will be paid to Investors before the manager receives its Promoted Interest ("Preferred Return"). See Compensation of Management – Promoted Interest.
- To calculate the Preferred Return payment for each month, the Projected Cash Flow is multiplied by a percentage, such that the projected IRR of the Company is 6% (the "Adjusted Operating Cash Flow").
- Each month, the Adjusted Operating Cash Flow for that month is distributed to Investors.
- If the actual operating cash flow for any month exceeds the Adjusted Operating Cash Flow, we distribute the excess 80% to investors and 20% to the Manager.
- If the actual operating cash flow for any month is less than the Adjusted Operating Cash Flow, the Investors receive all the cash flow for that month and the shortfall is carried forward so that Investors achieve their 6% Preferred Return prior to any Promoted Interest is paid.

EXAMPLE: By way of example, suppose the Company has invested in one hypothetical Project with a projected lifespan of five years and the following Projected Cash Flow (note: this example shows annual cash flow, but actual calculations will be done monthly):

Project Cost	*Year 1 Operating Cash Flow*	*Year 2 Operating Cash Flow*	*Year 3 Operating Cash Flow*	*Year 4 Operating Cash Flow*	*Year 5 Operating Cash Flow*
$ 10,000	$ 3,500	$ 2,500	$ 4,000	$ 2,200	$ 3,000

Those cash flows yield an IRR of 16.35%.

To calculate the Adjusted Operating Cash Flow the Manager finds a single percentage which, when multiplied by each year of Projected Cash Flow, yields an IRR of 6% rather than 16.34%. For this hypothetical Project, that single percentage is 77.716%. The Manager multiplies each year's Projected Cash Flow by 77.716%:

Project Cost	*Year 1 Adjusted Operating Cash Flow*	*Year 2 Adjusted Operating Cash Flow*	*Year 3 Adjusted Operating Cash Flow*	*Year 4 Adjusted Operating Cash Flow*	*Year 5 Adjusted Operating Cash Flow*
$ 10,000	$ 2,720.07	$ 1,942.91	$ 3,108.65	$ 1,709.76	$ 2,331.49

Thus, for this hypothetical Company cash flow scenario, Investors would receive the first $2,720.07 of operating cash flow in Year 1, the first $1,942.91 in Year 2, and so forth. If the Project actually generated $3,500 of operating cash flow in Year 1, as projected, then Investors would receive the first $2,720.07 and the balance, or $779.93, would be divided 80%, or $623.94, to Investors and 20%, or $155.99, to the Manager.

Distributions of the net proceeds from a capital transaction will be made in the following order or priority:

- First, Investors will receive all the net proceeds until they have received a 6% internal rate of return from the portfolio.
- Second, any remaining net proceeds will be distributed 80% to the Investors and 20% to the Manager.

We refer to the amounts distributed to the Manager as its "Promoted Interest."

The Company expects to make distributions of ordinary operating cash flow on a monthly basis. Distributions of the net proceeds from capital transactions will be made, if at all, upon the occurrence of a capital transaction.

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Whether to distribute operating cash flow or capital proceeds, and how much to distribute, are in the sole discretion of the Manager. No returns are guaranteed. Investors will receive distributions only if the Company generates distributable cash flow from the Projects.

Distributions in Liquidation

Distributions made in liquidation of the Company will be made in the manner described above, depending on whether the distributions consist of ordinary operating cash flow or net capital proceeds.

Preemptive rights

The holders of the Class A Investor Shares will not have preemptive rights. That means that if the Company decides to issue securities in the future, the holders of the Class A Investor Shares will not have any special right to buy those securities.

Liability to Make Additional Contributions

Once an Investor pays for his, her, or its Class A Investor Shares, the Investor will have no obligation to make further contributions to the Company. However, there could be circumstances where an Investor who has received distributions with respect to his, her, or its Class A Investor Shares is required to return part or all of the distribution.

How We Decide How Much To Distribute

To determine how much to distribute, the Manager will calculate the revenue from each Project, add miscellaneous income like interest, add any proceeds the SPE may have received from the sale or refinancing of Projects, then subtract actual expenses of operating the Projects, including debt service, operations and maintenance, insurance, banking and accounting expenses. Then, any expenses borne at the Company level (i.e. annual financial audits, legal expenses or costs associated with this Regulation A offering) are paid for. Finally, depending on the circumstances at the time, the Manager may decide how much should be held in reserve against future contingencies. The amount distributed is therefore the revenue from the Projects, minus all Project expenses, minus Company expenses, minus the reserve amount for any given month.

The revenue and expenses of our Projects will be denominated in USD.

Withholding

In some situations, the Manager might be required by law to withhold taxes and/or other amounts from distributions made to Investors. The amount we withhold will still be treated as part of the distribution. For example, if we distribute $100 to an Investor and are required to withhold $10 in taxes, for our purposes the Investor will be treated as having received a distribution of $100 even though only $90 was deposited in the Investor's bank account.

No Guaranty

The Company can only distribute as much money as the Company has available for distributions. There is no guaranty that the Company will have enough money, after paying expenses, to distribute enough to pay a 6% annual return to Investors or even to return all of their invested capital.

Transfers

Investors may freely transfer their Class A Investor Shares, but only after providing the Manager with written assurance that (i) the transfer is not required to be registered under the Securities Act of 1933, and (ii) the transferor or the transferee will reimburse the Company for expenses incurred in connection with the transfer.

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Mandatory Redemptions

The Manager may require an Investor to sell his, her, or its Class A Investor Shares back to the Company:

- If the Investor is an entity governed by the Employee Retirement Income Security Act of 1974, Code section 4975, or any similar Federal, State, or local law, and the Manager determines that all or any portion of the assets of the Company would, in the absence of the redemption, more likely than not be treated as "plan assets" or otherwise become subject to such laws.

- If the Manager determines that the Investor has engaged in certain misconduct.

If an Investor's Class A Investor Shares are purchased by the Company as provided above, the price will be equal to 90% of the then-current value of such Class A Investor Shares as determined by the Company in accordance with the Financial Model.

The purchase price will be paid through the Platform.

Limited Right of Redemption

An Investor who has owned Class A Investor Shares for at least three years may sell their shares through the Platform. Upon receipt of a redemption request, via the Platform, the Manager shall use commercially reasonable efforts to arrange for the purchase, although there is no guaranty that the necessary funds will be available or that a buyer can be found. If the Manager is not able to purchase or arrange for the purchase of the Class A Investor Shares, the Investor may either rescind or maintain the request.

In seeking to accommodate a request of redemption from an Investor, the Manager is not required to do any of the following:

- Buy the Class A Investor Shares for its own account;

- Contribute money to buy the Class A Investor Shares;

- Borrow money or dispose of assets; or

- Take any other action the Manager believes would be adverse to the interests of the Company, itself or its other Investors.

If an Investor's Class A Investor Shares are purchased pursuant to a redemption request, the price per share at the time of such redemption, as determined by the Financial Model.

If more than one Investor asks the Manager to purchase or arrange for the purchase of Class A Investor Shares, the Manager will consider the requests in the order received.

Rights of Common Shares

Immediately following the Offering the Company will have two classes of securities outstanding: Class A Investor Shares and Common Shares. Investors will own all the Class A Investor Shares while the Manager will own all the Common Shares. The principal rights associated with the Common Shares are as follows:

- *Distributions*: As the holder of the Common Shares, the Manager will be entitled to the distributions described above.

- *Voting Rights*: The Common Shares will have no voting rights *per se*. However, the Manager, in its capacity as the manager of the Company, will control the Company.

- *Obligation to Contribute Capital*: Holders of the Common Shares will have no obligation to contribute capital to the Company.

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- *Redemptions*: Holders of the Common Shares will have no right to have Common Shares redeemed

LIMIT ON AMOUNT A NON-ACCREDITED INVESTOR CAN INVEST

As long as an Investor is at least 18 years old, they can invest in this Offering. But if the Investor not an "accredited" investor, the amount they can invest is limited by law.

Under 17 CFR §230.501, a regulation issued by the Securities and Exchange Commission, the term "accredited investor" includes:

- A natural person who has individual net worth, or joint net worth with the person's spouse or spousal equivalent, that exceeds $1 million at the time of the purchase, excluding the value of the primary residence of such person;
- A natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year;
- A natural person who holds any of the following licenses from the Financial Industry Regulatory Authority (FINRA): a General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82), or a Licensed Investment Adviser Representative license (Series 65);
- A natural person who is a "knowledgeable employee" of the issuer, if the issuer would be an "investment company" within the meaning of the Investment Company Act of 1940 (the "ICA") but for section 3(c)(1) or section 3(c)(7) of the ICA;
- An investment adviser registered under the Investment Advisers Act of 1940 (the "Advisers Act") or the laws of any state;
- Investment advisers described in section 203(l) (venture capital fund advisers) or section 203(m) (exempt reporting advisers) of the Advisers Act;
- A trust with assets in excess of $5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person;
- A business in which all the equity owners are accredited investors;
- An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million;
- A bank, insurance company, registered investment company, business development company, small business investment company, or rural business development company;
- A charitable organization, corporation, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets exceeding $5 million;

- A "family office," as defined in rule 202(a)(11)(G)-1 under the Advisers Act, if the family office (i) has assets under management in excess of $5,000,000, (ii) was not formed for the specific purpose of acquiring the securities offered, and (iii) is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- Any "family client," as defined in rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements above, whose investment in the issuer is directed by such family office;

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- Entities, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that were not formed to invest in the securities offered and own investment assets in excess of $5 million; or
- A director, executive officer, or general partner of the company selling the securities, or any director, executive officer, or general partner of a general partner of that issuer.

If the Investor falls within any of those categories, then the Investor can invest any amount permitted on the Platform. If the Investor does not fall within any of those categories, then the most they can invest in this Offering is the greater of:

- 10% of their annual income; or
- 10% of their net worth.

These limits are imposed by law, not by the Company.

The Company will determine whether an Investor is accredited when he, she, or it creates an account on the Platform.

SALE AND DISTRIBUTION OF SECURITIES

The Company is offering to sell up to $75,000,000 of Class A Investor Shares to the public.

The Offering will begin as soon as our Offering Statement is "qualified" by the SEC and will end on the sooner of (i) a date determined by the Company, or (ii) the date the Offering is required to terminate by law.

Only the Company is offering securities in this Offering. None of our existing officers, directors, or stockholders is offering or selling any securities.

The Company is not using an underwriter or broker to sell the Class A Investor Shares, and is not paying commissions. Class A Investor Shares will be offered and sold only through the Platform.

The Company reserves the right to reject any subscription to purchase Class A Investor Shares in this Offering in whole or in part and for any reason (or no reason). If the Company rejects an investment, it will return all the Investor's money without interest or deduction.

After the Offering has been "qualified" by the Securities and Exchange Commission, the Manager intends to advertise the Offering using the Platform and through other means, including public advertisements, social media and audio-visual materials, in each case, only as we authorize and in compliance with 17 CFR §251(d)(1)(iii), which provides that any written offers must be accompanied with or preceded by the most recent offering circular filed with the SEC. Although these materials will not contain information that conflicts with the information in this Offering Circular and will be prepared with a view to presenting a balanced discussion of risk and reward with respect to the Class A Investor Shares, the advertising materials will not give a complete understanding of this Offering, the Company, or the Class A Investor Shares and are not to be considered part of this Offering Circular. The Offering is made only by means of this Offering Circular and prospective Investors must read and rely on the information provided in this Offering Circular in connection with their decision to invest in Class A Investor Shares.

HOW TO INVEST

To buy Class A Investor Shares, go to the Platform and follow the instructions. You will be asked for certain information about yourself, including:

- Your name and address
- Your email address
- Your social security number (for tax reporting purposes)

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- Whether you are an "accredited investor"
- If you are not an accredited investor, your income and net worth

You will also be asked to sign an Investment Agreement, a copy of which is attached as Exhibit 1A-4.

The minimum investment is $100. You will pay for your Class A Investor Shares using one of the options described on the Platform.

The information you submit, including your signed Investment Agreement, is called your "subscription." The Manager will review your subscription and decide whether to accept it. The Manager has the right to accept or reject subscriptions in our sole discretion, for any reason or for no reason.

When and if the Manager confirms that your subscription is complete and decided to accept your subscription, the Manager will release your money from the escrow account to the Company.

Once the Manager has accepted your subscription, you will be notified by email and the investment process will be complete. The Manager will also notify you by email if it does not accept your subscription, although it might not explain why.

You will not be issued a paper certificate representing your Class A Investor Shares.

Anyone can buy Class A Investor Shares. The Manager does not intend to limit investment to people with a certain income level or net worth, although there are limits on how much non-accredited investors may invest in this Offering. For more information, please refer to "LIMIT ON AMOUNT A NON-ACCREDITED INVESTOR CAN INVEST."

USE OF PROCEEDS

The Manager expects the Offering itself to cost about $50,000, including legal and accounting fees – principally the cost of preparing this Offering Circular, having the Offering "qualified" by the SEC, and filing notices with states where our investors live, as required by state law. Otherwise, all of the proceeds of the Offering, no matter how much we raise, will be used to acquire Projects.

We might acquire Projects using the Manager's capital before we have raised enough capital from Investors. In that case we will replace the Manager's capital with capital from Investors as soon as we raise it. To the extent the Manager or its affiliates invest capital, they will do so on the same terms as other Investors.

The Company is not paying commissions to underwriters, brokers, or anybody else for selling or distributing the Class A Investor Shares. Because we are not paying any commissions, more of your money can go to work for you. In some cases, retirement custodians, investment advisers, and other intermediaries will offer to invest on behalf of their clients. In such cases, the custodian, adviser or intermediary will be paid a fee from their client's invested funds. In such cases, the client (rather than the Company) is paying those fees.

SUMMARY OF LLC AGREEMENT AND AUTHORIZING RESOLUTION

The Company as a whole is governed by an agreement called "Limited Liability Company Agreement" dated March 22, 2021. We refer to this as the "LLC Agreement."

The Class A Investor Shares being offered in this Offering were created when the Manager adopted a resolution pursuant to section 3.1 of the LLC Agreement. We refer to this as the "Authorizing Resolution."

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The following summarizes some of the key provisions of the LLC Agreement and the Authorizing Resolution. This summary is qualified in its entirety by the LLC Agreement itself, which is included as Exhibit 1A-2B, and by the Authorizing Resolution itself, which is included as Exhibit 1A-2C.

Formation and Ownership

The Company was formed in Delaware on March 11, 2021 pursuant to the Delaware Limited Liability Company Act.

Under the LLC Agreement, ownership interests in the Company are referred to as "Shares," while the owners, are referred to as "Investor Members."

Immediately before this Offering, the only owner of the Company was the Manager. Investors who buy Class A Investor Shares in the Offering will become owners, and the Company might admit other owners in the future.

Shares and Ownership

The interests in the Company are denominated by 501,000,000 "Shares". The Manager may further divide the 500,000,000 Investor Shares into one or more series, by adopting one or more authorizing resolutions.

The Manager adopted the Authorizing Resolution to create the Class A Investor Shares. Any Investor who buys Class A Investor Shares in the Offering will be an "Investor Member" under the LLC Agreement.

The Class A Investor Shares will be owned by Investors and are the subject of this Offering. By adopting other authorizing resolutions, the Manager may create, offer, and sell other series of Investor Shares in the future, which could have rights superior to the rights of the Class A Investor Shares.

Management

The Manager has complete discretion over all aspects of the business conducted by the Company. For example, the Manager may (i) admit new members to the Company; (ii) enter into contracts on behalf of the Company; (iii) borrow money; (iv) acquire and dispose of assets; (v) determine the timing and amount of distributions to Members; (vi) create new classes of limited liability company interests; (vii) determine the information to be provided to the Members; (viii) grant liens and other encumbrances on the assets of the Company; (ix) and dissolve the Company.

Investors who purchase Class A Investor Shares will not have any right to vote on any issue other than certain amendments to the LLC Agreement, or to remove the Manager.

The Manager can be removed for "cause" under a procedure set forth in section 5.6 of the LLC Agreement.

The term "cause" includes:

- An uncured breach of the LLC Agreement by the Manager; or
- The bankruptcy of the Manager; or
- Certain misconduct on the part of the Manager, if the individual responsible for the misconduct is not terminated.

A vote to remove the Manager for cause must be approved by Investor Members owning at least two-thirds of the outstanding Investor Shares. Whether "cause" exists would then be decided in arbitration proceedings conducted under the rules of the American Arbitration Association, rather than in a court proceeding.

These provisions are binding on every person who acquires Class A Investor Shares, including those who acquire Class A Investor Shares from a third party, *i.e.*, not from the Company.

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Exculpation and Indemnification of Manager

The LLC Agreement protects the Manager and its employees and affiliates from lawsuits brought by Investors. For example, it provides that the Manager will not be responsible to Investors for mistakes, errors in judgment, or other acts or omissions (failures to act) as long as the act or omission was not the result of the Manager's (i) willful misfeasance, (ii) bad faith, or (iii) gross negligence in the performance of, or reckless disregard of its duties under the LLC Agreement. This limitation on the liability of the Manager and other parties is referred to as "exculpation."

The LLC Agreement also requires the Company to indemnify (reimburse) the Manager, its affiliates, and certain other parties from losses, liabilities, and expenses they incur in performing their duties. For example, if a third party sues the Manager on a matter related to the Company's business, the Company would be required to indemnify the Manager for any losses or expenses it incurs in connection with the lawsuit, including attorneys' fees. However, this indemnification is not available where a court or other juridical or governmental body determines that the Manager or other person is not entitled to be exculpated under the standard described in the preceding paragraph.

Notwithstanding the foregoing, no exculpation or indemnification is permitted to the extent such exculpation or indemnification would be inconsistent with the requirements of federal or state securities laws or other applicable law.

The detailed rules for exculpation and indemnification are set forth in section 6.2 of the LLC Agreement.

Obligation to Contribute Capital

Once an Investor pays for his, her, or its Class A Investor Shares, he, she, or it will not be required to make any further contributions to the Company. However, if an Investor has wrongfully received a distribution he, she, or it might have to pay it back.

Personal Liability

No Investor will be personally liable for any of the debts or obligations of the Company.

Distributions

The manner in which the Company will distribute its available cash is described in "Securities Being Offered – Distributions."

Transfers and First Right of Refusal

In general, Investors may freely transfer their Class A Investor Shares. However, if an Investor wants to sell Class A Investor Shares, the Investor may only offer the Class A Investor Shares to the Manager via the Platform.

Death, Disability, Etc.

If an Investor who is a human being (as opposed to an Investor that is a legal entity) should die or become incapacitated, the Investor or his, her or its successors will continue to own the Investor's Class A Investor Shares.

Fees to Manager and Affiliates

The Company will pay certain management fees and other fees to the Manager, as summarized in "Management Fees."

Mandatory Redemption

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The Manager may cause the Company to redeem (purchase) the Class A Investor Shares owned by an Investor in any of three circumstances (in effect kicking the Investor out of the deal) as described in "SECURITIES BEING OFFERING – MANDATORY REDEMPTIONS."

"DRAG-ALONG" RIGHT

If the Manager wants to sell the business conducted by the Company, it may affect the transaction as a sale of the Project owned by the Company or as a sale of all the Shares in the Company. In the latter case, Investors will be required to sell their Class A Investor Shares as directed by the Manager, receiving the same amount they would have received had the transaction been structured as a sale of assets.

ELECTRONIC DELIVERY

All documents, including all tax-related documents, will be transmitted by the Company to Investors via email and/or through the Platform.

AMENDMENT

The Manager may amend the LLC Agreement unilaterally (that is, without the consent of anyone else) for a variety of purposes, including to:

- Cure ambiguities or inconsistencies in the LLC Agreement;
- Add to its own obligations or responsibilities;
- Conform to this Offering Circular;
- Comply with any law;
- Ensure that the Company isn't treated as an "investment company" within the meaning of the Investment Company Act of 1940;
- Do anything else that could not reasonably be expected to have, an adverse effect on Investors.

An amendment that has, or could reasonably be expected to have, an adverse effect on Investors, requires the consent of the Manager and Investors holding a majority of the Class A Investor Shares.

An amendment that would require an Investor to make additional capital contributions or impose personal liability on an Investor requires the consent of the Manager and each affected Investor.

INFORMATION RIGHTS

Within 120 days after the end of each fiscal year of the Company, the Manager will provide Investors with (i) a statement showing in reasonable detail the computation of the distributions made by the Company, and (ii) audited financial statements of the Company.

In addition, each year the Company will provide Investors with a detailed statement showing:

- The fees paid to the Manager and its affiliates; and
- Any transactions between the Company and the Manager or its affiliates.

In each case, the detailed statement will describe the services performed and the amount of compensation paid.

As a "Tier 2" issuer under Regulation A, the Company will also be required to provide investors with additional information on an ongoing basis, including annual audited financial statements, annual reports filed on SEC Form 1-K, semiannual reports filed on SEC

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Form 1-SA, special financial reports filed on SEC Form 1-K, and current reports on SEC Form 1-U. If, however, our Class A Investor Shares are held "of record" by fewer than 300 persons, these reporting obligations could be terminated.

A Member's right to see additional information or inspect the books and records of the Company is limited by the LLC Agreement.

U.S. FEDERAL INCOME TAXES

The following summarizes the most significant Federal income tax consequences of acquiring Class A Investor Shares. This summary is based on the current U.S. Internal Revenue Code (the "Code"), the current regulations issued by the Internal Revenue Service ("Regulations"), and current administrative rulings and court decisions, all as they exist today. All of these tax laws could change in the future.

This is only a summary, applicable to a generic Investor. Your personal situation could differ. We encourage you to consult with your own tax advisor before investing.

Classification as a Partnership

The Company will be treated as a partnership for federal income tax purposes, while each SPE will be disregarded for tax purposes. As a partnership, the Company will not itself be subject to federal income taxes. Instead, each Investor will be required to report on his, her, or its federal income tax return a distributive share of the Company's income, gains, losses, deductions and credits for the taxable year, without regard to whether the Investor receives any distributions. Each Investor's distributive share of such items will be determined in accordance with the LLC Agreement.

Each Investor will receive an IRS Schedule K-1 each year, showing the Investor's distributive share of the Company's income, gains, losses, deductions and credits. The Manager will try to have K-1s to Investors no later than February 28th.

Deduction of Losses

The Company is not expected to generate significant losses for federal income tax purposes. If it does generate losses, each Investor may deduct his, her, or its allocable share subject to the basis limitations of Code section 704(d), the "at risk" rules of Code section 465, and the "passive activity loss" rules of Code section 469. Unused losses generally may be carried forward indefinitely. The use of tax losses generated by the Company against other income may not provide a material benefit to Investors who do not have other taxable income from passive activities.

Limitation on Capital Losses

An Investor, who is an individual, may deduct only $3,000 of net capital losses every year (that is, capital losses that exceed capital gains). Net capital losses in excess of $3,000 per year may generally be carried forward indefinitely.

Limitation on Investment Interest

Interest that is characterized as "investment interest" generally may be deducted only against investment income. Investment interests would include, for example, interest paid by an Investor on a loan that was incurred to purchase Class A Investor Shares and interest paid by the Company to finance investments, while investment income would include dividends and interest but would not generally include long term capital gain. Thus, it is possible that an Investor would not be entitled to deduct all of his or her investment interest. Any investment interest that could not be deducted may generally be carried forward indefinitely.

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Allocations of Profits and Losses

The profits and losses of the Company will be allocated among all of the owners of the Company (including the Investors) pursuant to the rules set forth in the LLC Agreement. In general, the Company will seek to allocate such profits and losses in a manner that corresponds with the distributions each owner is entitled to receive, *i.e.*, so that tax allocations follow cash distributions. Such allocations will be respected by the IRS if they have "substantial economic effect" within the meaning of Code section 704(b). If they do not, the IRS could re-allocate items of income and loss among the owners.

Sale or Exchange of Class A Investor Shares

In general, the sale of Class A Investor Shares by an Investor will be treated as a sale of a capital asset. The amount of gain from such a sale will generally be equal to the difference between the selling price and the Investor's tax basis. Such gain will generally be eligible for favorable long-term capital gain treatment if the Class A Investor Shares were held for at least 12 months. However, to the extent any of the sale proceeds are attributable to substantially appreciated inventory items or unrealized receivables, as defined in Code section 751, the Investor will recognize ordinary income.

A gift of Class A Investor Shares will be taxable if the donor-owner's share of the Company's debt is greater than his or her adjusted basis in the gifted interest. The gift could also give rise to federal gift tax liability. If the gift is made as a charitable contribution, the donor-owner is likely to realize gain greater than would be realized with respect to a non-charitable gift, since in general the owner will not be able to offset the entire amount of his adjusted basis in the donated Class A Investor Shares against the amount considered to be realized as a result of the gift (*i.e.*, the debt of the Company).

Transfer of Class A Investor Shares by reason of death would not in general be a taxable event, although it is possible that the IRS would treat such a transfer as taxable where the decedent-owner's share of debt exceeds the pre-death basis of his interest. The decedent-owner's transferee will take a basis in the Class A Investor Shares equal to its fair market value at death (or, in certain circumstances, on the date six (6) months after death), increased by the transferee's share of debt. For this purpose, the fair market value will not include the decedent's share of taxable income to the extent attributable to the pre-death portion of the taxable year.

Treatment of Distributions

Upon the receipt of any distribution of cash or other property, including a distribution in liquidation of the Company, an Investor generally will recognize income only to the extent that the amount of cash and marketable securities he, she, or it receives exceed the basis of his, her, or its Class A Investor Shares. Any such gain generally will be considered as gain from the sale of Class A Investor Shares.

Alternative Minimum Tax

The Code imposes an alternative minimum tax on individuals and corporations. Certain items of the Company's income and loss may be required to be taken into account in determining the alternative minimum tax liability of Investors.

Taxable Year

The Company will report its income and losses using the calendar year. In general, each Investor will report his, her, or its share of the Company's income and losses for the taxable year of such Investor that includes December 31st, *i.e.*, the calendar year for individuals and other owners using the calendar year.

Section 754 Election

The Company may, but is not required to, make an election under Code section 754 on the sale of Class A Investor Shares or the death of an Investor. The result of such an election is to increase or decrease the tax basis of the assets of the Company for purposes of allocations made to the buyer or beneficiary which would, in turn, affect depreciation deductions and gain or loss on sale, among other items.

Tax Returns and Information; Audits; Penalties; Interest

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The Company will furnish each Investor with the information needed to be included in his federal income tax returns. Each Investor is personally responsible for preparing and filing all personal tax returns that may be required as a result of his purchase of Class A Investor Shares. The tax returns of the Company will be prepared by accountants selected by the Company.

If the tax returns of the Company are audited, it is possible that substantial legal and accounting fees will have to be paid to substantiate our position and such fees would reduce the cash otherwise distributable to Investors. Such an audit may also result in adjustments to our tax returns, which adjustments, in turn, would require an adjustment to each Investor's personal tax returns. An audit of our tax returns may also result in an audit of non-Company items on each Investor's personal tax returns, which in turn could result in adjustments to such items. The Company is not obligated to contest adjustments proposed by the IRS.

Each Investor must either report Company items on his tax return consistent with the treatment on the information return of the Company or file a statement with his tax return identifying and explaining the inconsistency. Otherwise the IRS may treat such inconsistency as a computational error and re-compute and assess the tax without the usual procedural protections applicable to federal income tax deficiency proceedings.

The Code imposes interest and a variety of potential penalties on underpayments of tax.

Other U.S. Tax Consequences

The foregoing discussion addresses only selected issues involving Federal income taxes and does not address the impact of other taxes on an investment in the Company, including federal estate, gift, or generation-skipping taxes, or State and local income or inheritance taxes. Prospective Investors should consult their own tax advisors with respect to such matters.

MANAGEMENT DISCUSSION

Operating Results

The Company was organized under the Delaware Limited Liability Company Act on March 11, 2021. As of the date of this Offering Circular, we have not yet begun operations other than those associated with general start-up and organizational matters. As of the date of this Offering Circular, the Company has acquired one Project under construction and has no revenues or cash flows.

The Company is obligated to reimburse the Manager for expenses the Manager incurs in connection with the Offering, before the Offering Circular is qualified by the SEC. We currently estimate that those expenses will be approximately $50,000.

We intend to use the proceeds of this Offering to build, acquire, and operate Projects.

Apart from our efforts to raise money from the sale of Class A Investor Shares in this Offering, we are not aware of any trends or any demands, commitments, events, or uncertainties that will result in or that are reasonably likely to result in our liquidity increasing or decreasing in any material way.

Liquidity and Capital Resources

The Company has no immediately available sources of liquidity other than the proceeds of the Offering. At the same time, the Company currently has no capital commitments. The Company intends to make capital commitments only if it raises sufficient funds in the Offering.

Trends

The Company is not aware of any trends, uncertainties, demands, commitments, or events that are reasonably likely to have a material effect on our net sales or revenues, income from continuing operations, profitability, liquidity, or capital resources. We caution, however, that any of the items listed in "Risks of Investing," including but not limited to the risks presented by the COVID-19 pandemic, could have a material adverse effect.

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OUR MANAGEMENT TEAM

Names, Ages, Etc. *

Name	*Position*	*Age*	*Term of Office*	*Approximate Hours Per Week If Not Full Time*
Directors				
Mike Silvestrini	Director	41	One year	N/A
Chris Sattler	Director	41	One year	N/A
Executive Officers				
Mike Silvestrini	Partner	41	Indefinite	Full Time
Chris Sattler	Partner	41	Indefinite	Full Time
Significant Employees				
Gray Reinhard	CTO	37	At will	Full Time
Isabella Mendonça	General Counsel	30	At will	Full Time
Luiz Leão	CFO	33	At will	Full Time

*The Company itself has no officers or employees. The individuals listed above the Directors, Executive Officers, and Significant Employees of Energea Global, the Manager of the Company.

Family Relationships

There are no family relationships among the Executive Officers and significant employees of the Company.

Ownership of Related Entities

Energea Global, the Manager of the Company, is owned by Mike Silvestrini and Chris Sattler.

Energea Global may create an affiliated development company in the United States to perform certain services related to the origination, development and operations of the Projects. If such an entity is created, it would be owned by Energea Global.

Business Experience

Mike Silvestrini

Mike co-founded Greenskies Renewable Energy, LLC ("Greenskies") with a $35,000 family loan in 2008 and sold the company for more than $165 million enterprise value in 2017. Mike was directly responsible for closing and managing over $500 million of project finance, building and owning over 400 solar projects ranging from 200kW to 5MW, creating industry-leading operations asset management departments and expanding the company's footprint across 23 states from California to South Carolina. Greenskies was ranked #1 by market share for commercial and industrial solar developers by Greentech Media, with customers including Wal-Mart, Sam's Club, Amazon, Target and several of the largest electric utilities in the United States. It was also named one of the Best Places to Work by the Hartford Courant in 2016.

Mike was named "40 Under 40" by the Hartford Business Journal in 2012, and again by Connecticut Magazine in 2016. In 2017, he was named Entrepreneur of the Year by Junior Achievement. He was a national merit scholar at Boston University and was a Peace Corps volunteer in Mali, West Africa. He also serves on the Board of Directors of Big Life Foundation, a wildlife conservation and security group based in Kenya.

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Mike lives in Connecticut with his wife and two children.

Chris Sattler

Chris is an experienced energy executive with a track record of startup success. He has founded over 10 companies with the majority in the retail energy industry. Previous positions include Vice President at Clean Energy Collective, President of Plant.Smart Energy Solutions, and Co-Founder and COO at North American Power.

As COO of North American Power, Chris led the company into 35+ utility markets throughout the United States, with over 1,000,000 residential and small commercial customers. In 2017 the company was sold to Calpine, the largest independent power producer in North America. At the time of sale, North American Power had annual gross sales in excess of $850 million.

Chris studied at the University of Connecticut, School of Business, and received a Bachelor's degree in Real Estate and Urban Economics. He is also a Harvard Business School Alumni through the Program for Leadership Development. He lives in Rio De Janeiro.

Gray Reinhard

Gray is an experienced software engineer specializing in business intelligence tools across multiple industries. Early in Gray's career, he worked primarily in E-Commerce where he built and supported sites for over 20 brands including several fortune 500 companies. From there, Gray moved into renewable energy where he developed the project management software for the country's largest commercial solar installer, Greenskies. This custom platform managed everything from sales and financing to the construction, maintenance, and performance monitoring of over 400 solar projects.

Most recently, Gray served as CTO for real estate technology company Dwell Optimal which leverages technology to reinvent the corporate travel experience. Gray studied at Princeton University and currently splits his time between Greenpoint, Brooklyn and his cabin in the Catskills.

Isabella Mendonça

Isabella is a corporate lawyer with experience in cross-border M&A transactions and the drafting and negotiation of highly complex contracts and corporate acts in different sectors, such as energy, oil & gas and infrastructure. Isabella has previously worked as an attorney for Deloitte and Mayer Brown in Brazil, where she was an associate in the Energy Group, working in regulatory, contractual and corporate matters related to renewable energy project development.

Isabella studied law at Fundacão Getulio Vargas, in Brazil and has a master's degree (LLM) from the University of Chicago, where she currently lives.

Luis Leão

With more than a decade of experience in finance, Luiz has held positions in large investment banks such as BTG Pactual and XP Inc. where he was responsible for fundraising and originating, structuring and developing transactions with large corporate clients, financial sponsors and family offices. Led or participated in infrastructure financing deals including more than 500MW of renewable energy projects.

Legal Proceedings

Within the last five years, no Director, Executive Officer, or Significant Employee of the Company has been convicted of, or pleaded guilty or no contest to, any criminal matter, excluding traffic violations and other minor offenses.

Within the last five years, no Director, Executive Officer, or Significant Employee of the Company, no partnership of which an Executive Officer or Significant Employee was a general partner, and no corporation or other business association of which an Executive Officer or Significant Employee was an executive officer, has been a debtor in bankruptcy or any similar proceedings.

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SUMMARY OF BUSINESS EXPERIENCE

The following chart summarizes the business experienced of our management team over the last five years:

Name	*Employer(s)*	*Position(s)*	*Duties*
Mike Silvestrini	• Greenskies • Self-employed • Energea Global	• Founder • CEO • Principal Partner	All aspects of creating and leading enterprises focused on distributed-scale renewable energy.
Chris Sattler	• North American Power • Plant Smart Energy Solutions • Clean Energy Collective • Energea Global	• Founder • COO • VP of Business Development • Principal Partner	All aspects of creating and leading enterprises focused on deregulated energy, with a focus on business development and expanded knowledge of solar and community solar business models.
Gray Reinhard	• Greenskies • Self-Employed • Dwell Optimal • Energea Global	• CTO • Software Engineer • CTO • Partner, CTO	Building, designing, and maintaining technology platforms for project management, corporate real estate, and crowdfunding investments in renewable energy.
Isabella Mendonça	• Deloitte • Mayer Brown	• Corporate Counsel • Associate Counsel	Responsible for regulatory, contractual and corporate matters related to renewable energy project development
Luiz Leão	• BTG Pactual • XP Investimentos	• Associate Director • Analyst	Responsible for corporate and investment banking coverage for the south region of Brazil.

COMPENSATION OF MANAGEMENT

OVERVIEW

The Manager makes money from the Company in (only) three ways:

- They receive fees;
- They invest alongside Investors and receive the same distributions as Investors; and
- They receive the Promoted Interest.

All three forms of compensation are discussed below.

The Company itself does not have any employees or payroll. For example, Mike Silvestrini, the Managing Partner of the Manager, does not receive any salary, bonuses, or other compensation directly from the Company. Instead, all of his compensation is paid from the fees paid to the Manager and from the Promoted Interest. The same is true for all of the other executive officers and employees.

FEES

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Type of Fee	*Description*
Reimbursement	The Company must reimburse the Manager for expenses the Manager incurs in connection with the Offering before the Offering Circular is qualified by the Securities and Exchange Commission. *Estimate*: We currently estimate that those expenses will be approximately $50,000.
Asset Management	The Manager will charge the Company a monthly asset management fee equal to 0.167% of the aggregate capital that has been invested in Projects that have begun to generate distributions. *Estimate*: The amount of the asset management fee will depend on (i) how much capital is raised in the Offering, and (ii) the value of our Projects. If we acquire the first Project solely with equity (*i.e.*, without borrowing) and they begin to generate distributions, the asset management fee would be approximately $920 per month.
Developer	The Manager or a Development Company affiliate of the Manager, might originate and develop Projects that are acquired by the Company. If so, the Manager or the affiliate, whichever the case may be, shall be entitled to compensation that is no greater than 7% of the Project's cost. *Estimate*: The amount of the developer fee will depend on the number of Projects the Manager develops for the Company and their cost. We cannot make a reasonable estimate at this time.

Co-Investment

The Manager (and possibly its affiliates) might purchase Class A Investor Shares. If so, they will be entitled to the same distributions as other Investors.

Promoted Interest

As described in "Securities Being Offered – Distributions," the Manager is entitled to receive certain distributions from the Company that we refer to as the Manager's "Promoted Interest." How much money the Manager ultimately receives as a Promoted Interest depends on several factors, including:

- The total returns the Company is able to achieve;
- When those returns are achieved;
- When the Company distributes money to Investors; and
- The amount of expenses the Company incurs.

Report to Investors

No less than once per year, the Company will provide Investors with a detailed statement showing:

- The fees paid to the Manager and its affiliates; and
- Any transactions between the Company and the Manager or its affiliates.

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In each case, the detailed statement will describe the services performed and the amount of compensation paid.

Method of Accounting

The compensation described in this section was calculated using the accrual method of accounting.

Stages of Development

The stages of the Company's organization, development, and operation, and the compensation paid by the Company to the Manager and its affiliates during each stage, are as follows:

Stage of Company	*Compensation*
Organization of Company	• Reimbursement of Expenses
Acquisition of Projects	• Asset Management Fee • Developer Fee
Operation of Projects	• Asset Management Fee • Promoted Interest
Sale of Projects	• Asset Management Fee • Promoted Interest

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTION

As of the date of this Offering Circular, we anticipate that the Company will enter into transactions with related parties in at least one circumstance: where the Company acquires a Project from a related Development Company. Any such arrangement will be substantially the same the terms as transactions with an unrelated Development Company.

The Company might enter into other transactions with related parties. If so, any compensation paid by the Company to the related party shall be (i) fair to the Company, and (ii) consistent with the transaction that would be paid to an unrelated party.

By "related party" we mean:

- The Manager;
- Any Director, Executive Officer, or Significant Employee of the Company or the Manager;
- Any person who has been nominated as a Director of the Company or the Manager;
- Any person who owns more than 10% of the voting power of the Company or the Manager; and
- An immediate family member of any of the foregoing.

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APPENDICES

Appendix A – West School Project Memo

West School

New Canaan, CT
March 30, 2021
NTP Draft

299.4 kW (DC) Solar
Developed by Energea Global LLC

<u>Project Summary</u>

The project is a 299.4 kW (DC) solar power plant to be located on the roof of West Elementary School that will be connected to the Eversource electricity distribution grid in New Canaan, CT ("Project"). The Project has signed a 20-year contract to sell all electricity to the West School though a power purchase agreement ("PPA") and has another contract to sell all the zero carbon renewable energy credits ("ZREC's") to Eversource. These two contracts will comprise all the revenue to the Project.

Project Details

Project Single Purpose Entity	Phytoplankton Ponus Ridge Solar LLC
Project Owner	Energea Portfolio 4 USA LLC
Energy Customer	West Elementary School
Project Developer	Plankton Energy LLC
State	Connecticut
City	New Canaan
Coordinates	41°07'36.9"N 73°31'11.964"W
Land Status	NA
Utility	Eversource
Project Status	Notice to Proceed

System Details

Technology	Rooftop Solar
System Size kW (DC)	299.4
Est. Year 1 Production (kWh)	348,343
Useful Equipment Life (Years)	30

Contract Details

Initial Contract Term (Years)	PPA term 20 years ZREC term 15 years
Contract Type	PPA + ZREC
Construction Deadline	NA
PPA + ZREC Price (per kWh)	\$0.0385 + \$0.095
Estimated Customer Energy Generation Savings	56%
Early Termination Penalty	Schedule starting at \$875,000 for year 1 and decreasing to \$83,000 in year 20.

Financial Details

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Project Acquisition Cost ($USD)	$ 210,158.00
Project Hard Costs ($USD)	$ 209,587.00
Project Soft Costs ($USD)	$ 0.00
Developer Fee ($USD)	$ 79,637.62
Cost to Energea Portfolio 4 ($USD)	$ 379,637.62
Tax Equity ($USD)	$ 120,000
Sponsor Equity ($USD)	$ 379,637.62
Sponsor Equity IRR ($USD)[1]	7.22%

Permits & Interconnection

Permits

The project received its Building Permit and permission to construct by the Town of New Canaan on March 1st, 2021.

Interconnection

The project achieved Notice to Proceed status on April 2nd, 2021 and is expected to be operational by July 31st, 2021. It has received permission to interconnect, from Eversource, the interconnecting utility.

Site Control

Site Summary

The Project is sites on the rooftop of the West Hill Elementary School in New Canaan, CT. Unrestricted site access has been granted to Energea and the EPC partners through the PPA Contract.

1 For Contracted Period Only

Design

Design Summary

The Project will attach Trina solar modules to a standing seam metal roof using an S-5! clamp manufactured by Unirack. The Project will include 776 Trina duomax bi-facial glass modules and multiple 100kW 3-phase Solar Edge inverters. Monitoring will be sourced from the solar edge inverters and fed to Energea's operations database via API.

Customer

Customer Summary

New Canaan is a town located in Fairfield Country, Connecticut. About an hour's train ride from Manhattan, the town is considered part of Connecticut's Gold Coast.

New Canaan's public school system is consistently ranked among the best in Connecticut and the country.

New Canaan has the highest per capita income in the state of Connecticut at $105,846.

Eversource Energy is a publicly traded Fortune 500 energy company listed on the NYSE under the ticker NU. Headquartered in Hartford, CT and Boston, MA. Eversource serves over 4 million customers throughout Connecticut, Massachusetts, and New Hampshire.

Revenue Contracts Summary

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There are two contracts that together combine to realize the full amount of revenue for the Project. The PPA is a contract that binds the West School to purchasing the energy produced by the Project. The second agreement is an ZREC contract where Eversource agrees to purchase the ZREC's.

PPA

Parties

Phytoplankton Ponus Ridge Solar LLC ("Provider")
New Canaan Public Schools ("Host")

Purpose

Host will purchase energy (100%) and solar services from provider for delivery at the Site.
Host will sell all of the energy generated by the system during the term and provide all services to the system necessary for the proper and efficient operation of the system during the term.

Term

The term for the project is for a period of 20 years beginning on the Commercial Operation Date.

Payments

The total effective price of the contract will be $0.0385 per kilo-watt-hour of electricity. This price reflects a 56% discount off the utility rate currently being charged to the West School.

Operations & Maintenance Contract Summary

Parties
Phytoplankton Ponus Ridge Solar LLC ("Client")
Plankton Asset Management LLC ("Contractor")

Purpose
Contractor is obligated to ensure the Project reaches its targeted production goals. If production falls below the agreed upon levels, the contractor will be responsible for penalties paid to Energea to compensate for lost revenue.

Term
The term for the contract is for a period of 5 years.

Price
Annual payment by Client of $8.00 multiplied by the nameplate size of the system in Kilowatts DC.

<u>Engineering, Procurement, and Construction</u>

EPC Summary

Engineering for the Project was completed by Arc Design in Elmer, NJ and procurement and construction will be done by Centurion Solar.
Centurion Solar has constructed more than 4,500 solar installations in the United States and Latin America with offices in New Jersey, Mexico, and Columbia.

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Both EPC contractors are required to hold all necessary insurance throughout the completion of the works and to name Energea as the beneficiary.

The EPC contractors are required to provide a warranty for all services for 60 months following completion of the works. Additionally, the manufacturer's warranty for equipment are as follows: 10 years for inverters, 20 years for trackers, and 25 years for modules.

Energea has designed a proprietary EPC contract to be used for all projects ensuring that construction progress and payments are properly aligned and requires contractors to meet a schedule and cost expectations or risk losing profit.

The contract establishes payment terms that make sense based on Energea's extensive experience with the realities of project management.

The contract provides industry-leading control over the agreement's costs, schedule, and terms.

Procurement and Construction Contract

Parties
Phytoplankton Ponus Ridge Solar LLC ("Developer")
Centurion Solar Energy LLC ("Contractor")

Purpose

The Contractor will provide labor, services, materials and/or equipment to the solar power plant with a name-plate capacity of 299.4 kW DC connected to the grid in the state of Connecticut.

Price

Energea will pay a price of $209,587 ($0.70 per watt DC).

Payments

Payments will only be considered due upon submission of a progress report and invoice from the Contractor and will follow the payment schedule agreed between the parties.

Effectiveness and Term

The agreement shall begin on the execution date and remain in effect until all the Contractor's obligations are completed.

Supervision

Energea may inspect the work of the Contractor at any time. The Contractor is responsible for providing evidence to show compliance with this agreement.

Termination

Developer may terminate at any time upon written notice without just cause.

EPC Milestones & Payments

Event 1	10% - mobilization
Event 2	30% - racking installed
Event 3	20% - modules wires
Event 4	20% - inverters installed, wired & monitoring installed

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Event 5 10% - substantial completion
Event 6 10% - final completion

Key Assumptions

General Info

Entity Name	Phytoplankton Ponus Ridge Solar LLC
Project Location	New Canaan, CT
Installed Capacity (DC)	299.40 kW

The West Elementary School PV Power System is located in Connecticut with an anticipated capacity of 300 kW (DC). The location and size of the power plant are utilized during the design phase and are taken into account when estimating the annual power generation of the facility.

Schedule

Development Start Date	03/01/2021
Notice to Proceed Date	04/02/2021
Commercial Operations Date	07/31/2021
Retirement Date	06/30/2046

The Development Start Date for the project reflects when Energea began any work or expenditures related to the project.

The Notice to Proceed Date reflects when the plant is eligible for interconnection to the local grid.

The Commercial Operations Date reflects when the project begins charging the customer according to the O&M, EPC, PPA and ZREC Agreements.

The Retirement Date reflects the projected end of the useful life of the plant.

Third Parties

Parent Company	Energea Portfolio 4 USA LLC
Offtaker	New Canaan Public Schools
EPC Contractor	Arc Design (Engineering) and Centurion Solar (Procurement and Construction)

The West School solar project is owned by Energea Portfolio 4 USA LLC. The energy customer for the project, also known as the offtaker, is New Canaan Public School. Engineering for the Project was completed by Arc Design in Elmer, NJ and procurement and construction will be done by Centurion Solar.

Uses of Capital and Project Economics

Project Acquisition Cost ($USD)	$ 210,158.00
Project Hard Costs ($USD)	$ 209,587.00
Project Soft Costs ($USD)	$ 0.00
Developer Fee ($USD)	$ 79,636.62
Total Capital Expenditures ($USD)	$ 499,381.62
Cost to Energea Portfolio 4 ($USD)	$ 379,381.62
Debt ($USD)	$ 0.00
Tax Equity ($USD)	$ 120,000
Project Payback Period	9.5 years
Sponsor Equity ($USD)	$ 379,381.62

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Sponsor Equity IRR ($USD)[2]	7.22%

[2] For Contracted Period Only

The total for expected Capital Expenditures for the project is $ 499,381.62 (USD) and is split between hard costs directly related to construction of the project and soft costs covering all other expenses needed for development of the project.

There is a difference between the total equity value of the project and the total Capital Expenditures which reflects all other expenses paid for with contributions from the project and the tax equity.

With the current assumption set, the financial model shows a projected payback period of 9.5 years and an IRR of 7.22%.

Revenue Contract

Contract Type		PPA + ZREC
Contract Term		PPA term 20 years ZREC term 15 years
PPA Rate ($USD / kWh)	$	0.0385
ZREC Rate ($USD / kWh)	$	0.0950
Estimated Year 1 Revenue	$	46,265

The revenue contracts for this project are split between the PPA and ZREC Contracts.

The targeted total fixed rate per kWh for the project at the Commercial Operations date is $0.0385 + $0.0950.

Operating Expenses

Expense	Unit		Price	Escalator	Readjustment	Start Date
O&M	$USD per kWdc per Year	$	8.00	2% per Year	December	08/01/2021
Insurance – GL & Property	$USD per month	$	151.58	2% per Year	July	08/01/2021

Expense

This field displays the name of the expense being calculated.

Unit (Monthly)

This field lists the unit that corresponds to the expense price. Most expenses are charged in US Dollars ($USD), but some are charged per kilowatt in which case the price is multiplied by the total system size in kilowatts. All expenses are charged on a monthly basis.

Price

This is the total monthly price and corresponds to the proceeding unit.

Escalator

This field is the escalation index that is used to adjust the price annually, adjusted based on either the fixed contracted escalator or CPI.

Readjusted

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This field displays the month in which the price will be adjusted to account for escalation. In most cases, the readjustment month corresponds to the month of the start date for the expense when the contract was signed.

Start Date

This field shows the date the expense begins to be charged to the project.

FINANCIAL STATEMENTS

ENERGEA PORTFOLIO 4 USA LLC

FINANCIAL STATEMENT AND
INDEPENDENT AUDITOR'S REPORT

MARCH 11, 2021 (DATE OF INCEPTION)

ENERGEA PORTFOLIO 4 USA LLC

FINANCIAL STATEMENT AND
INDEPENDENT AUDITOR'S REPORT

MARCH 11, 2021 (DATE OF INCEPTION)

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Glastonbury
Essex

Independent Auditor's Report

To the Member of
Energea Portfolio 4 USA LLC
Old Saybrook, Connecticut

We have audited the accompanying balance sheet of Energea Portfolio 4 USA LLC as of March 11, 2021 (date of inception), and the related notes.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Energea Portfolio 4 USA LLC as of March 11, 2021 (date of inception), in accordance with accounting principles generally accepted in the United States of America.

/s/ Mahoney Sabol & Company, LLP

Certified Public Accountants
Glastonbury, Connecticut
March 31, 2021

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BALANCE SHEET

MARCH 11, 2021 (DATE OF INCEPTION)

ASSETS		
TOTAL ASSETS	$	-
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
TOTAL LIABILITIES	$	-
MEMBER'S EQUITY (DEFICIT):		
Contributions		258
Member's deficit		(258)
		-
	$	-

See notes to financial statements.

ENERGEA PORTFOLIO 4 USA LLC

NOTES TO FINANCIAL STATEMENT

MARCH 11, 2021 (DATE OF INCEPTION)

NOTE 1 – SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES:

Business Organization:

The financial statement as of March 11, 2021 (date of inception) includes the accounts of Energea Portfolio 4 USA LLC (the Company). The Company was formed in the State of Delaware on March 11, 2021 to develop, own and manage a portfolio of renewable energy facilities in the United States. The Company works in close cooperation with stakeholders, project hosts, industry partners and capital providers to produce best-in-class results. The Company's projects are expected to create next-generation clean energy jobs and sustainable tax revenues.

The Company's activities will consist principally of organization and pursuit costs, raising capital, securing investors and project development activity. The Company is currently pursuing projects and securing funding. The Company's activities are subject to significant risks and uncertainties, including the inability to secure funding to develop its portfolio. The Company's operations will be funded by the issuance of membership interests, mezzanine, or debt securities. There can be no assurance that any of these strategies will be achieved on terms attractive to the Company. The Company anticipates completing an investment in its first project during 2021.

Basis of Presentation:

The financial statement have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP) and the Company has a fiscal year end of December 31.

Use of Estimates:

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The preparation of the financial statement in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statement. Actual results could differ from those estimates.

Commitments and Contingencies:

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expenses as incurred.

Capitalization and Investment in Project Assets:

A project has four basic phases: (i) development (which includes pre-development), (ii) financing and commodity risk management, (iii) engineering and construction and (iv) operation and maintenance. The development phase is further divided into pre-development and development sub-phases. During the pre-development sub-phase, milestones are created to ensure that a project is financially viable. Project viability is obtained when it becomes probable that costs incurred will generate future economic benefits sufficient to recover those costs.

NOTE 1 – SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (Continued):

Capitalization and Investment in Project Assets (continued):

Examples of milestones required for a viable project include the following:

- The identification, selection and acquisition of sufficient area required for a project;
- The confirmation of a regional electricity market;
- The confirmation of acceptable electricity resources;
- The confirmation of the potential to interconnect to the electric transmission grid;
- The determination of limited environmental sensitivity; and
- The confirmation of local community receptivity and limited potential for organized opposition.

All project costs are expensed during the pre-development phase. Once the milestones for development are achieved, a project is moved from the pre-development phase into the development and engineering and construction phases. Costs incurred in these phases are capitalized as incurred, included within construction in progress (CIP), and not depreciated until placed into commercial service. Once a project is placed into commercial service, all accumulated costs will be reclassified from CIP to property and equipment, and become subject to depreciation or amortization over a specified estimated life. As of March 11, 2021, the Company had no CIP.

Income Taxes:

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No provision for federal income taxes has been made in the financial statement since the Company is wholly-owned by Energea Global, LLC (Global) and therefore is disregarded for federal and state income tax purposes. As such, all income tax attributes of the Company are passed through to Global to report on its income tax return.

NOTE 2 – MEMBER'S EQUITY (DEFICIT):

As of March 11, 2021, Global owns 100% of the outstanding membership interest of the Company.

NOTE 3 – RISKS AND UNCERTAINTIES:

In early March 2020, there was a global outbreak of COVID-19 that resulted in an economic downturn, changes in global supply and demand, and the temporary closure of non-essential businesses in many states. The Company is not able to reliably estimate the length or severity of this outbreak. If the length of the outbreak and related effects on the Company's operations continues for an extended period of time, there could be material adverse effects to the Company's financial position, results of operations and cash flows.

NOTE 4 – SUBSEQUENT EVENTS:

The Company is planning to initiate a Regulation A Offering for the purpose of raising capital to fund ongoing project development activities after the issuance of the financial statement.

Management has evaluated subsequent events through March 31, 2021, the date which the financial statement was available for issue.

GLOSSARY OF DEFINED TERMS

Adjusted Operating Cash Flow	For each Project, the actual projected monthly operating cash flows reduced by a fixed percentage to yield an internal rate of return of 6% for the Project.
Authorizing Resolution	The authorization adopted by the Manager pursuant to the LLC Agreement that created the Class A Investor Shares.
Class A Investor Shares	The limited liability company interests in the Company being offered to Investors in this Offering.
Code	The Internal Revenue Code of 1986, as amended (*i.e.*, the Federal tax code).
Company	Energea Portfolio 4 USA LLC, a Delaware limited liability company, which is offering to sell Class A Investor Shares in this Offering.
Development Company	A company focused on acquiring and/or developing solar power projects.
Energea Global	Energea Global LLC, a Delaware limited liability company, which is owned by Michael Silvestrini and Chris Sattler and serves as the Manager.
Exchange Act	The Securities Exchange Act of 1934.
Financial Model	The financial model prepared by the Manager for each Project, projecting all the costs and distributions of the Project.
Greenskies	Greenskies Renewable Energy, LLC, a Delaware limited liability company founded by Michael Silvestrini.
Investor	Anyone who purchases Class A Shares in the Offering.

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IRR	Internal rate of return.
LLC Agreement	The Company's Limited Liability Company Agreement dated March 21, 2021.
Manager	Energea Global LLC, a Delaware limited liability company.
Manager Shares	The limited liability company interests in the Company that will be owned by the Manager.
Offering	The offering of Class A Investor Shares to the public pursuant to this Offering Circular.
Offering Circular	The Offering Circular you are reading right now, which includes information about the Company and the Offering.
Project	A solar power product acquired or developed by the Company.
Promoted Interest	The right of the Manager to receive distributions under the LLC Agreement, over and above its right to receive distributions in its capacity as an Investor.
Regulations	Regulations issued under the Code by the Internal Revenue Service.
SEC	The U.S. Securities and Exchange Commission.
Securities Act	The Securities Act of 1933.
Site	The Internet site located at www.energea.com.
SPE	The entity we will create to own and operate each Project, typically in the form of a Delaware limited liability company.

FORM 1-A
Regulation A Offering Statement
Part III – Exhibits

ENERGEA PORTFOLIO 4 USA LLC

935 Noble Street
Brooklyn, NY 11222

(860) 316-7466
www.energea.com

April 9, 2021

The following Exhibits are filed as part of this Offering Statement:

Exhibit 1A-2A	Certificate of Formation of the Company filed with the Delaware Secretary of State on March 11, 2021.
Exhibit 1A-2B	Limited Liability Company Agreement of the Company dated March 21, 2021.
Exhibit 1A-2C	Authorizing Resolution of the Company dated March 21, 2021.
Exhibit 1A-4A	Form of Investment Agreement.

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Exhibit 1A-4B	Operating Agreement of Phytoplankton Ponus Ridge Solar LLC
Exhibit 1A-4C	Solar Power Purchase Agreement
Exhibit 1A-4D	Contract for Connecticut Renewable Energy Credits
Exhibit 1A-4E	Solar Photovoltaic Construction Agreement
Exhibit 1A-4F	Construction Management Agreement
Exhibit 1A-4G	Membership Interest Purchase Agreement
Exhibit 1A-4H	Operation and Maintenance Agreement
Exhibit 1A-11	Consent of Independent Auditor
Exhibit 1A-12	Legal Opinion of Lex Nova LLC

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this offering statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Brooklyn, New York on April 9, 2021.

Energea Portfolio 4 USA LLC

By: Energea Global LLC

By /s/ Michael Silvestrini
Michael Silvestrini, Manager

By /s/ Christopher Sattler
Christopher Sattler, Manager

This Offering Statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Michael Silvestrini
Michael Silvestrini, Director & Co-CEO
April 9, 2021

/s/ Christopher Sattler
Christopher Sattler, Director & Co-CEO
April 9, 2021

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Exhibit 1A.15.2

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LIMITED LIABILITY COMPANY

Markley S. Roderick, Esquire
Member of the NJ and PA Bar
Direct Dial (856) 382-8402
mroderick@lexnovalaw.com

June 9, 2021

FILED VIA EDGAR WITH COPY BY EMAIL

Division of Corporate Finance
Office of Finance
Securities and Exchange Commission
Washington, D.C. 20549

Re: Energy Portfolio 4 USA LLC (the "Company")
Draft Offering Statement on Form1-A
Submitted April 13, 2021
CIK 0001853011

Dear Sir/Madam:

This is in response to your letter of May 10, 2021. We have copied below the comments from your letter and provided the company's response below each comment.

Also enclosed are clean and blacklined versions of the Offering Statement reflecting the changes we have made in response to your comments.

This letter, the Offering Statement, and the related documents have also been filed through EDGAR.

Your Comment #1 – Draft Offering Statement on Form 1-A
Risks of Investing, Conflicts of Interest, page 13

Please revise to disclose the involvement of your Manager and management team with Energea Portfolio 1 LLC and Energea Portfolio 2 LLC, each of which is conducting a Regulation A offering concurrently with this offering, and please discuss any related conflicts of interest.

> **Our Response:**
>
> We have identified Energea Portfolio 1 LLC and Energea Portfolio 2 LLC in this risk factor. Apart from the expenditure of time, we do not believe there are other material conflicts of interest involved with these entities. Both are focused exclusively on projects in Brazil, while the Company is focused on projects in the U.S.

Your Comment #2 – Key Contracts, page 23

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Please clarify whether you have entered into any agreements relating to the West School Project. In this regard, we note the agreements entered into by Phytoplankton Ponus Ridge Solar LLC and the form of Membership Interest Purchase Agreement between you and Plankton Energy LLC, which appear to relate to the West School Project and are filed as exhibits to your offering statement. In additions, revise to provide details regarding the status of any ongoing negotiations and to explain your basis for this statement (underlining added here for emphasis): "The Estimated Results of Operations for each Project, including the West School Project, are based on contracts that have already been negotiated or as the Manager expects them to be negotiate." Lastly, please provide current disclosure regarding the status of the contracts and the potential impact of any material provisions which might come into play due to delays or resulting from insufficient funding. For example, we note the "energy delivery" requirements described in Section 3.4 of the solar power purchase agreement provided as exhibit 1A.4C. In that regard, it appears that New Canaan Public Schools can terminate the agreement if energy is not delivered within one month of the specified deadline of June 8, 2021.

> **Our Response:**
>
> All agreements for the West School Project have now been executed. We have deleted the underlined phrase.
>
> The Project is almost complete and the Company does not believe there is a material risk of missing the deadline for producing electricity.

Your Comment #3 – Management Discussion, Operating Results, page 41

You disclose here that you have acquired one Project under construction. You also disclose on page A-6 that you own the West School solar project. However you disclose on page 10 and elsewhere that you have not yet acquired any Projects. Please revise your disclosure to address this discrepancy.

> **Our Response:**
>
> We have changed the disclosure on page 10.

Your Comment #4 – Liquidity and Capital Resources, page 41

We note you have limited operations and have not generated any revenue or income to date. Please tell us why you have not provided disclosures indicating that there is substantial doubt about your ability to continue as a going concern in your discussion of liquidity and capital resources and in the report provided by your auditors. Please revise as necessary.

> **Our Response:**
>
> Energea Global LLC has advanced $500,000 to the Company to ensure that the Company can acquire and operate the West School project. We have added this disclosure.

Your Comment #5 – Financial Statements, page F-4

We note you only include an audited balance sheet as of March 11, 2021. Please include audited statements of comprehensive income, cash flows and changes in members' equity or tell us how your presentation of a balance sheet only complies with paragraph (c) of Part F/S of Form 1-A and Rule 8-02 of Regulation S-X.

> **Our Response:**
>
> Please refer to paragraph (b)(3)(D) of Part F/S of Form 1-A. We believe, and secondary sources confirm, that for a newly-formed issuer this paragraph required only a audited balance sheet as of the date of inception, and no income statements. This rule is not changed by paragraph (c) of Part F/S. Rule 8-02 of Regulation S-X is consistent with this conclusion.

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Your Comment #6 - Exhibits

You disclose on page 34 of your offering statement that a vote to remove the Manager for cause must be approved by Investor Members owning at least two-thirds of the outstanding Investor Shares. However, Section 5.6.1 of your Limited Liability Company Agreement filed as Exhibit 1A-2B states the Manager may be removed by the affirmative vote of Investor Members holding seventy five percent (75%) of outstanding Investor Shares. Please revise your offering statement disclosure or Limited Liability Company Agreement to address this discrepancy.

> **Our Response:**
>
> We have corrected the Offering Circular.

Your Comment #7 - General

Please provide us with an analysis of how the Energea Portfolio 1 LLC and Energea Portfolio 2 LLC offerings differ from this offering such that the offerings should not be aggregated for purposes of the $75 million maximum permitted under Regulation A. In particular, we note Energea Portfolio 1 LLC and Energea Portfolio 2 LLC are both also raising capital to acquire, develop, and operate solar energy projects concurrently with this offering. They are also both under common control with your company as you share the same Manager (Energea Global, LLC) and management team.

> **Our Response:**
>
> There are at least two reasons why the offering conducted by the Company should not be aggregated with the offerings conducted by Energea Portfolio 1 LLC and Energea Portfolio 2 LLC for purposes of 17 CFR §230.251(a)(2).
>
> First and foremost, the Company will own different *projects*. Each project has different customers, different locations, different engineering, and so forth. No two solar projects are identical just as no two apartment complexes are identical. The fact that all the projects produce solar power doesn't mean the three companies are the same issuer. For example, the Fundrise family of funds all invest in real estate projects, but that doesn't mean all the funds should be treated as one for purposes of 17 CFR §230.251(a)(2).
>
> Second, the Company will invest in a different *country* than Energea Portfolio 1 LLC and Energea Portfolio 2 LLC.
>
> The portfolios are separate precisely because they are different from one another. The idea is to give prospective investors *choices* in the business model in which they prefer to invest.

Your Comment #8 - General

Disclose the status of the two other Energea offerings, quantifying in each case as of the latest practicable date the amount of securities sold, the amount remaining unsold, and the number of projects purchased. We note the discussion you provide at page 10 regarding the risk resulting from selling less than the $75,000,000 worth of securities you are offering in this offering statement.

> **Our Response:**

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The following information is as of 04/30/2021:

	Capital Raised	*Maximum Raise*	*Projects Acquired*
Energea Portfolio 1 LLC	$230,510	$50,000,000	Two
Energea Portfolio 2 LLC	$650,590	$50,000,000	Three

*****

Thank you for you continued attention to this matter. Please let me know if you have further questions or need additional information.

Very truly yours,

Lex Nova Law, LLC

/s/ Markley S. Roderick

Markley S. Roderick

MSR/jae
Enclosure
cc: Mr. Michael Silvestrini

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