

OPERATIONS & MAINTENANCE PLAN
SR North Stonington, LLC

Operator agrees to provide the following Standard Services at the Site, pursuant to the terms and conditions in this Agreement.

1. Overview

The purpose of this Agreement is to maximize energy production of the plant, maximize reliability and Availability (but at all times meet or exceed the Guaranteed Availability), ensure safe working conditions on the Site, maintain the System in good working order in accordance with manufacturer maintenance and code requirements, and protect the state of the environment at and adjacent to the site.

2. Emergency Response

Operator shall provide a procedure or plans for emergency response (an “Emergency Response Procedure”) to ensure proper response to all Force Majeure Events. This shall include emergency response plans for network or regional wide Force Majeure Events such as large storms and collaboration with emergency response personnel. Immediate response to any event threatening the safety of staff or adjacent property or Site access violations shall be to call 911.

Except as otherwise provided in this Agreement, Operator shall provide all necessary services including staff, equipment, tools and consumables to repair, replace or maintain the affected parts or system causing the emergency response.

3. Contacts

Operator shall provide contact information to Owner (“Notices and Contact Information”). The Contact Information shall include an emergency contact for Operator and a support line with prompt response capability to the Site. The Notices and Contact Information shall include a single point of contact and a general use phone number for all inquiries relating to the System or this Agreement to operations staff and must be available during business hours in the time zone of the System. Information on the Notices and Contact Information may be amended from time to time by written Notice to Owner.

4. Staffing

Operator shall employ qualified staff or subcontractors for the purpose of electrical system repair who are based within the region where the Site is located to ensure a timely response to all unplanned repairs.

5. Staffing Qualifications

Operator staff or subcontractors working with electrical components on Site shall meet at least one of the following requirements.

5.1. Bonded Journeyman or Master Electrician with current license where the System is located.

5.2. Apprentice Electrician with current apprenticeship where the System is located, with supervision.

5.3. Technician with maintenance training certification from component manufacture in need of repair.

5.4. Technician sent by component manufacturer expressly for the repair of a component.

6. System Monitoring

Operator shall maintain the monitoring system set forth in the Technical Specification and leverage it to monitor system performance alerts and troubleshoot problems using a SCADA system or equivalent application. System performance and alerts shall be monitored by qualified technicians during sunlight hours in the time zone where the plant is located. Operator shall agree with Owner on an alarm notification procedure. This procedure shall identify alarm levels and Owner alarm means of communications.

Operator shall retrieve and store in archive for five (5) years the key performance parameters from the plant system control and data acquisition system (DAS/SCADA).

Operator shall monitor all equipment capable of providing status information, as installed under the EPC Agreement, including, but not limited to:

6.1. Meteorological stations

6.2. Inverters

6.3. Modules

6.4. Trackers (if applicable)

6.5. Transformers

6.6. DC sub-system (e.g., combiner boxes or re-combiner boxes)

6.7. AC systems

6.8. Interconnection metering and relaying equipment

6.9. Protection equipment, relays, and switchgear

6.10. Monitoring system and/or DAS/SCADA systems

7. Performance Engineering Services

Qualified technicians shall monitor performance of the plant. This shall include output degradation using the measured versus expected performance ratio and equipment alerts generated by the DAS/SCADA system. If performance degradation greater than 10% is sensed during times of Plane of Array (POA) irradiance greater than 600 W/m² for over four (4) hours or equipment alerts designate clearly defined failures, Operator shall act to identify and remediate the problem remotely or dispatch maintenance staff, as approved by Owner. All power generation problems must be rectified as agreed to by Owner.

8. Preventative and Scheduled Maintenance

8.1. Maintenance Checklist. Operator shall provide Owner with a template of the checklist for all scheduled maintenance activities, which shall be completed as maintenance activity proceeds, archived digitally and made available to Owner and Owner representatives.

8.2. Inverter Maintenance and Replacement. Operator shall perform inverter maintenance consistent with manufacturer requirements noted in the Manuals, at least once per year. In addition, once per year Operator shall perform infrared inspections and provide Owner reports of such investigations. Operator shall monitor remotely internal temperature of inverters along with other pertinent parameters and shall take reasonable action to rectify problems if parameters measured are beyond normal operating range, as defined per manufacturer specifications.

8.3. Transformer Maintenance. Transformer maintenance procedure as prescribed in the Manuals shall be completed by a qualified technician of Operator no less than once per year, which shall include, an oil sample and testing during the first year of operation and every three (3) years thereafter. Operator shall monitor remotely the internal temperature, oil level and other pertinent parameters and shall take action to rectify problems if transformer parameters measured are beyond normal operating range.

8.4. Combiner Boxes, Cabling and Wiring. Operator shall only open and perform visual checks of combiner boxes during failure or suspected performance events. Operator shall visually inspect ten percent (10%) of the accessible cabling, wiring and connections at least once per year and shall physically check any suspect connection for connectivity.

8.5. Module Maintenance and Replacement. When required, Operator shall undertake module maintenance and replacement as prescribed by the module manufacturer using module manufacturer procedures.

8.6. Tracker Maintenance (if applicable). Operator shall maintain the tracking system according to manufacturer requirements specified in the Manuals. In addition, at least once per year, Operator shall maintain a preventative maintenance plan for all motors, gear boxes, spot-

checking torque settings of bolted connections, non-destructive coating integrity inspection, grounding connections, etc.

8.7. Other maintenance procedures. Operator shall check all other plant components such as the combiner box, switchgear, DAS/SCADA system, grounding system, and meteorological station according to manufacturer recommendations and in accordance with industry standard practices, as well as initiating a periodic inspection program no later than 10 years after the piles are placed into service to assess the need for a passive cathodic protection system to reduce corrosion of the steel piles.

8.8. Governing Authority Maintenance and Inspections. Operator shall perform the maintenance and inspections set forth in this scope of work in accordance with Applicable Laws. Maintenance and inspections required to meet Governmental Authority requirements above and beyond the scope of this Agreement, if any, shall be performed as Additional Services under a predefined price schedule, upon Owner's and Operator's prior written approval.

8.9. Vegetation Abatement Procedures. Vegetation and maintenance shall be performed by Operator substantially in accordance with Exhibit A attached hereto (as may be updated from time to time by Operator in its reasonable discretion with prior written notice to Owner).

9. Procedure for Notifying Owner of Performance Problems and Emergencies

Operator shall notify Owner at the end of each calendar week if the System performance ratio deviates by more than fifteen percent (15%). Owner shall be notified immediately via email of plant-level failure (unless caused by grid/interconnection downtime), inverter-level failures, or emergencies requiring dispatch of emergency response personnel.

10. Asset Tracking and Ticketing System

Operator shall maintain and use an enterprise-level asset management and ticketing system to track all systems components, maintenance activities and provide read access to asset database, tickets and summary reports to Owner and Owner's Representative.

11. Training

Operator shall demonstrate a documented and phased training program for technicians such as NJATC, NABCEP or an equivalent program.

12. Procedure for interconnection control requirements

Operator shall comply with all interconnection requirements and inverter control settings required by the Transmission Provider such as, but not limited to, maximum power injection, emergency power ramping, power factor/VAR control, reactive supply and absorption.

This provision assumes that no on-site personnel are required for active grid control of the System. Included in the Standard Services is the ability to receive daily, day-ahead voltage schedules from the Transmission Provider and manually select the appropriate voltage schedule in the local plant controller to ensure the plant meets the operating requirements of the utility.

Operational control and grid coordination services to meet the Transmission Provider's requirements above and beyond the scope of this Agreement will be performed as Additional Services under a predefined price schedule and with Owner's prior written approval.

13. Water Use

All use of water shall be reasonable under the circumstances and comply, in all material respects, with local water use/drainage regulations.

14. Toxic Substances

Use, storage and application of toxic substances, if any, shall comply with hazardous substance laws and regulations, any other Applicable Laws, and Site use permits.

15. Snow Removal Plan

No snow removal plan is anticipated.

16. Site Access

Consistent with Prudent Solar Industry Practices, Operator shall use reasonable efforts to ensure that site access gates are locked, safe and secure when accessing and departing the System. Operator shall restrict Site access to qualified personnel in coordination with Owner requirements. Visitors must receive permission from Owner prior to entry on site.

17. Lockout/Tagout Procedures

Operator shall follow Lockout/Tagout procedures for all energized equipment. Operator shall conform to the standards established by the Transmission Provider for Lockout/Tagout of interconnection related equipment.

18. Covered Equipment

The following equipment is included under the scope of the O&M Agreement:

18.1. DC Array, including PV modules, combiner boxes, cabling, single-axis tracking system, disconnects and switches

18.2. Inverter and inverter subsystems

18.3. AC collection system, including medium voltage transformers, breakers, switchgear, conductors, and protective systems.

18.4. Monitoring and metering systems, including SCADA, metering, metrological systems, UPS, and battery.

Exhibit A

Integrated Vegetation Management Plan

[see attached]