

12. If the Customer fails to notify Contractor of changes in Factors Affecting Energy Use or fails to supply Contractor with requested information that is required for any calculations required hereunder in a timely manner, the Energy Unit Savings for the period will be equal to the Guaranteed Energy Unit Savings for the period. If information for the period in question is supplied at a later date, the Energy Unit Savings for that period will be retroactively modified only if the actual Energy Unit Savings for that period of time exceed the Guaranteed Energy Unit Savings.
13. Any changes made by Contractor to the Baseline Energy Use, Actual Energy Use, or Energy Unit Savings calculations, as outlined in this Agreement, shall be presented in writing to the Customer. The Customer shall have 30 days to approve or question the changes in writing. Contractor will work with the Customer to answer any questions or make any necessary corrections. Any changes that are made shall become Exhibit "G" to this agreement.
14. The Customer agrees that Contractor shall have the right, with or without prior notice, to inspect the Premises to determine if the Customer is in compliance with its obligations as set forth herein. In the event that any inspection discloses that the Customer has failed on the date of the inspection to be in compliance with any items set forth herein, then the Guaranteed Energy Unit Savings shall be assumed to have been achieved for and with respect to the portion of the Measurement Year during which such failure shall have existed.

Water Meter Accuracy Guarantee

1. The annual Weighted Average Meter Accuracy will be calculated by testing a statistically valid sample of water meters and following AWWA testing procedures, as described herein, which compare the Customer's Weighted Average Meter Accuracy during the baseline period before implementation of the Project ("Baseline Conditions") with that of the Weighted Average Meter Accuracy during the applicable Annual Guarantee Period. The Annual Guarantee Period for Customer shall commence upon the date of substantial completion. These dates may be adjusted, subject to Customer's approval in writing, based on final project completion and Customer sign off of project completion.
2. Except to the extent of any annual maintenance program with the Contractor, the Customer shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Contractor may, if it deems necessary, inspect the Equipment from time to time to implement its Measurement & Verification Plan.
3. For the purpose of determining Weighted Average Meter Accuracy, Contractor shall prepare reports, perform water meter accuracy testing, and/or additional work as required by and detailed in its Measurement & Verification Plan.
4. The Customer acknowledges and consents to Contractor's right to monitor Weighted Average Meter Accuracy by conducting water meter accuracy testing. The Customer shall cooperate with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of Customer conducted at the Customer's location, or the Customer's Client's locations. Contractor will use its best efforts to minimize any disruption to Customer's operations.

5. For the purpose of determining Weighted Average Meter Accuracy, Customer shall cooperate with Contractor by providing applicable information and maintenance records, changes in factors affecting equipment use, and/or additional information as requested by Contractor personnel.
6. Water Meter Accuracy Guarantee: Subject to changes in the Factors, Contractor guarantees that the Customer will realize total Weighted Average Meter Accuracy during the Guarantee Term of not less than the Guaranteed Weighted Average Meter Accuracy set forth in the Contract.
7. Guarantee Payment: Should the Customer's total Weighted Average Meter Accuracy during the Measurement Year be less than the Guaranteed Weighted Average Meter Accuracy for that year, Contractor guarantees that it shall pay to the Customer, within 30 days of the acceptance of the annual Weighted Average Meter Accuracy report, the pro-rated amount of the calculated penalty, not to exceed the Maximum Annual Shortfall Allowable set forth in the Contract. If in the judgment of the Customer, Customer would benefit from additional services or retrofits, Customer and Contractor may mutually agree in writing upon such services or retrofits in lieu of the Guarantee Payment. Any such agreement for the purposes of this Agreement, such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for the Measurement Year.
8. Excess Savings:
 - a. For the Measurement Year, if the Weighted Average Meter Accuracy exceed the Weighted Average Meter Accuracy, the Excess Financial Benefit shall be the value of the difference and is added to the measurement year in which the excess Financial Benefit occurred. The Contractor will not apply excess savings to future or past years to offset any short falls.
 - b. The Financial Benefit resets to zero each Measurement Year whether there is excess Financial Benefit, or a check paid for meter accuracy shortfall.
9. Changes in Factors Affecting Meter Accuracy
 - a. The Customer shall notify Contractor in writing within ten (10) business days of any significant change in any Factor that affects the Baselines as set forth herein. Contractor will determine the effect that any such change will have on the Base Rates and/or Weighted Average Meter Accuracy and present to the Customer a written analysis of the effects of the changes, together with proposed changes to the Baselines for the Customer's consideration and agreement. Agreed-upon changes that are long term or permanent will be reflected in a change to the Base Rates. Agreed-upon temporary changes that affect meter accuracy will be calculated and added to or subtracted from the corresponding Weighted Average Meter Accuracy.
 - b. If a significant change in any of the Factors involved in the Baseline occurs and the parties mutually agree in writing that it results in a reduction of Weighted Average Meter Accuracy, then the Weighted Average Meter Accuracy to be guaranteed by Contractor will be decreased by the same amount.
10. If the Customer fails to notify Contractor of changes in Factors affecting meter accuracy or fails to supply Contractor with requested information that is required in a timely manner, Weighted Average Meter Accuracy for the period will be set equal to the target and M&V activities will then shift to the next year activities and will not be revisited. If information for the period in question is supplied at a later date, the Weighted Average Meter Accuracy will be modified only if the Weighted Average Meter Accuracy for the period exceed the Weighted Average Meter Accuracy for the previous period of time.
11. The Customer agrees that Contractor shall have the right, upon reasonable notice, to inspect the equipment to determine if the Customer is in compliance with its obligations as set forth herein. Contractor

shall provide in writing a detailed account of each and every item of asserted non-compliance. If the Customer disagrees with the Contractor's determination, the two parties will attempt to amicably resolve the matter. If an amicable resolution cannot be reached, the dispute will be submitted to an agreed third-party mediator who will attempt to mediate an agreement between the Contractor and the Customer. If an agreement cannot be reached at mediation, then the Parties may litigate their dispute in the mandatory venue provided herein.

Exhibit C

Miscellaneous Terms and Conditions

1. Savings Derivation

Guaranteed Energy Unit Savings will be derived from new and retrofitted mechanical equipment, controls, light fixture retrofits, new utility rate structures, lighting specifications and efficiency improvements as generated by new and retrofitted mechanical equipment as listed in Attachment A of the Client Bundled Energy Solutions Project Agreement #85050780. Guaranteed Energy Unit Savings related to the lighting retrofit are incorporated into the annual Guaranteed Energy Unit Savings set forth in Exhibit "D".

2. Baseline Conditions

Baseline Conditions is defined as the set of conditions that determined Customer's energy consumption during the period of July 2018 through June 2019, before implementation of the Project. The Guaranteed Energy Unit Savings are based on consistent utility consumption patterns in the future as compared to the Baseline Conditions, with adjustments made for non-performing devices made operational as per building code requirements.

The Guaranteed Energy Unit Savings set forth in Exhibit "D" are based on the Factors, as they are at the time this Agreement is executed. New facility heating or air conditioning loads and major increases in building occupancy will be adjusted for according to the effect on original criteria.

3. International Performance, Measurement, and Verification Protocol

(IPMVP) Option A

Option A has been selected for this retrofit due to the high confidence with which the ECM-specific savings may be determined. Installed components and locations will not vary if the end-user maintains the system appropriately, and operating hours are not projected to change after the project is implemented. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the ECM's affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Ongoing actual measurements may or may not be used in this verification technique depending on whether the predicted savings and/or volatility of the measures implemented warrant the expenditure on additional field measurements. In the case of one-time measurements (commonly referred to as "pre/post"), the calculated post-installation savings will be stipulated for the full term of the guarantee. Visual inspection of this equipment is typically recommended to ensure less efficient equipment has not been installed after the project. The applicable plan will be identified in Exhibit D for each ECM

4. Run Times / Conditions

Building Standard of Comfort

The design space temperatures for heating are 68 to 70 degrees or less; the design space temperatures for cooling are 72 to 74 degrees or more. Where applicable, the control system will be set to achieve the nominal design space temperature for heating or cooling.

Baseline Operating Parameters

Lighting Retrofit Savings

Power consumption before they are retrofitted and afterward shall be measured, and the reduction shall be used to represent the actual power savings for each retrofitted fixture.

Light Energy Unit Savings shall be calculated assuming the operating/burn time hours specified below:

Location	Burn Hour Group	Burn Hours
City Hall	Basement Storage	5,096
City Hall	Breakroom	4,443
City Hall	City Council	260
City Hall	Conference Room	1,040
City Hall	Copy Room	1,560
City Hall	Electrical Mechanical	260
City Hall	Hallway	4,363
City Hall	Janitor Closet	520
City Hall	Lobby	4,363
City Hall	Night Light	8,760
City Hall	Open Office	2,808
City Hall	Private Office	2,080
City Hall	Private Office	2,311
City Hall	Restroom	2,839
City Hall	Stairwell	4,363
City Hall	Storage	520
Eppley Fire Station	Attic Storage	104
Eppley Fire Station	Dorm	728
Eppley Fire Station	Equipment Storage	1,456
Eppley Fire Station	Garage	2,184
Eppley Fire Station	Hallway	1,842
Eppley Fire Station	Kitchen	3,536
Eppley Fire Station	Lounge	229
Eppley Fire Station	Private Office	2,184
Eppley Fire Station	Rare Use Storage	260
Eppley Fire Station	Restroom	2,658
Eppley Fire Station	Storage	728
Garages	Garage	1,110
Garages	Equipment Storage	1,040
Garages	Hallway	2,580
Garages	Kitchen	1,560
Garages	Lobby	2,080
Garages	Private Office	1,342
Garages	Restroom	2,650
Garages	Storage	260
Leonard Fire Station	Dorm	1,460
Leonard Fire Station	Electrical Mechanical	364
Leonard Fire Station	Equipment Storage	1,460

Leonard Fire Station	Exit Signs	8,760
Leonard Fire Station	Garage	728
Leonard Fire Station	Hallway	756
Leonard Fire Station	Janitor Closet	728
Leonard Fire Station	Kitchen	3,534
Leonard Fire Station	Lounge	2,920
Leonard Fire Station	Low Use	260
Leonard Fire Station	Night Light	8,760
Leonard Fire Station	Private Office	1,794
Leonard Fire Station	Rare Use Storage	364
Leonard Fire Station	Restroom	5,750
Leonard Fire Station	Stairwell	756
Leonard Fire Station	Training Room	1,460
Leonard Fire Station	Workshop	2,184
New Water Building	Not in Use	260
Parks and Rec	Breakroom	1,240
Parks and Rec	Emergency	8,760
Parks and Rec	Equipment Storage	520
Parks and Rec	Garage	520
Parks and Rec	Night Light	8,760
Parks and Rec	Private Office	1,427
Parks and Rec	Rare Use Storage	104
Parks and Rec	Restroom	213
Parks and Rec	Storage	520
Police Annex	Basement Storage	260
Police Annex	Conference Room	520
Police Annex	Currently Unoccupied	260
Police Annex	Elevator	8,760
Police Annex	Evidence Area	1,560
Police Annex	Gym	6,505
Police Annex	Hallway	5,359
Police Annex	Lobby	2,080
Police Annex	Polygraph	520
Police Annex	Private Office	2,046
Police Annex	Restroom	4,113
Police Annex	Stairwell	520
Police Annex	Storage	520
Police Annex	Training Room	520
Police Annex	Workshop	520
Safety Building	24/7	8,760

Safety Building	Breakroom	2,058
Safety Building	Cell	5,200
Safety Building	Conference Room	728
Safety Building	Copy Room	1,460
Safety Building	Courtroom	1,560
Safety Building	Day Rooms	5,200
Safety Building	Dorm	374
Safety Building	Electrical Mechanical	364
Safety Building	Exit Signs	8,760
Safety Building	Garage	2,826
Safety Building	Hallway	3,640
Safety Building	Hallway	4,766
Safety Building	Interview Room	728
Safety Building	Janitor Closet	728
Safety Building	Kitchen	4,987
Safety Building	Laundry	1,460
Safety Building	Locker Room	2,490
Safety Building	Med Room	1,460
Safety Building	Multipurpose Room	728
Safety Building	Night Light	8,760
Safety Building	No Use	0
Safety Building	Open Office	2,060
Safety Building	Private Office	3,387
Safety Building	Rare Use	364
Safety Building	Rare Use Storage	364
Safety Building	Rec Room	364
Safety Building	Restroom	1,460
Safety Building	Restroom	3,426
Safety Building	Sally Port	728
Safety Building	Stairwell	4,766
Safety Building	Storage	728
Safety Building	Training Room	728
Safety Building	Visitation	260
Safety Building	Workshop	2,184
Secrest Auditorium	Auditorium	520
Secrest Auditorium	Conference Room	520
Secrest Auditorium	Dressing Rooms	520
Secrest Auditorium	Electrical Mechanical	260
Secrest Auditorium	Hallway	2,080
Secrest Auditorium	Lobby	170

Secret Auditorium	Lounge	560
Secret Auditorium	Private Office	2,141
Secret Auditorium	Reception Area	520
Secret Auditorium	Restroom	376
Secret Auditorium	Stairwell	1,040
Secret Auditorium	Storage	260
Secret Auditorium	Ticket Counter	520
Traffic	Breakroom	1,062
Traffic	Garage	520
Traffic	Hallway	10
Traffic	Parts Storage	520
Traffic	Private Office	383
Traffic	Restroom	260
Traffic	Storage	260
Garages- Vehicle Maintenance	Garage	1,110
Garages- Vehicle Maintenance	Breakroom	1,560
Garages- Vehicle Maintenance	Exit Signs	8,760
Garages- Vehicle Maintenance	Hallway	2,580
Garages- Vehicle Maintenance	Parts Storage	2,080
Garages- Vehicle Maintenance	Private Office	1,342
Garages- Vehicle Maintenance	Restroom	2,650
Garages- Vehicle Maintenance	Storage	520
Wastewater Treatment Plant	Garage	895
Wastewater Treatment Plant	Breakroom	1,204
Wastewater Treatment Plant	Electrical Mechanical	260
Wastewater Treatment Plant	Elevator	8,760
Wastewater Treatment Plant	Equipment Rooms	3,219
Wastewater Treatment Plant	Hallway	1,379
Wastewater Treatment Plant	Janitor Closet	520
Wastewater Treatment Plant	Lab	3,218
Wastewater Treatment Plant	Lobby	1,353
Wastewater Treatment Plant	Locker Room	1,273
Wastewater Treatment Plant	Open Office	2,600
Wastewater Treatment Plant	Private Office	1,297
Wastewater Treatment Plant	Private Office	2,080
Wastewater Treatment Plant	Restroom	2,704
Wastewater Treatment Plant	Stairwell	1,379
Wastewater Treatment Plant	Storage	520
Wastewater Treatment Plant	Workshop	1,560
Water Tower	Rare Use Storage	104