

SOLAR PV EQUIPMENT AND INSTALLATION AGREEMENT

THIS EQUIPMENT AND INSTALLATION AGREEMENT ("Agreement") is made and entered into on this day Nov. 24 2025 by and between East Grand Forks Public Schools ("Buyer") and Ziegler Energy Solutions, LLC, a Minnesota Limited Liability Company ("Seller"). Seller and Buyer may be individually referred to herein as a "Party" or collectively as the "Parties" as the context dictates.

FOR AND IN CONSIDERATION of the mutual promises, covenants, agreements and payments set forth herein, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Sale of Goods.** Subject to the terms and conditions specified herein, Seller shall sell to Buyer, and Buyer shall purchase from Seller the Equipment set forth in Exhibit "A" attached hereto (collectively, the "Equipment"). (Seller's work to be performed under this Agreement is sometimes hereafter referred to as the "Scope of Work"). Upon completion, there may be variations in the details of design, fabrication, arrangement or installation of any particular piece of Equipment that does not affect the ability of the Equipment to operate as originally intended. Seller reserves the right to make such changes in details of design, fabrication, arrangement or Equipment as shall in Seller's judgment constitute an improvement or needed change, all with notice to Buyer. If changes are made which affect the Buyer's layout or schedule, Seller will notify Buyer for concurrence with the change. Any changes made at Buyer's request that relate to sizing of Equipment or integration of Equipment in a manner different than that designed by Seller shall require a change order that may result in the increase of the Purchase Price. Buyer will use commercially reasonable efforts to provide all permits ("Permits") not otherwise obtained by the Seller, to the extent necessary for the Seller to perform the Scope of Work and comply with all applicable laws, regulations and ordinances.

2. Installation.

(a) The Equipment shall be installed at Buyer's address located at 1827 Bygland Rd SE, East Grand Forks, MN 56721 ("Property"). The installation services ("Installation Services") to be provided by Seller are set forth in Exhibit "B". The Equipment shall be installed in a workmanlike manner and in compliance with applicable laws, regulations and ordinances in effect as of the Effective Date and continuing throughout the duration of the Installation Services until completed. At all times during the installation, Buyer shall remain the operator of the Property as that term is used in applicable federal and state regulations. Buyer will use best efforts to provide all Permits in a timely manner. To the extent that Buyer's internal safety requirements differ from applicable laws and safety regulations and such difference requires Seller to incur additional cost for personnel, labor or materials in excess than that required for compliance with applicable laws and safety regulations, then the parties agree that the additional cost shall be added to the Purchase Price by change order signed by both Parties.

(b) The Installation Services shall begin on or around April 2026 and continue thereafter until completed. Seller estimates that installation of the Equipment will take approximately 42 calendar days. In the event Buyer fails to timely obtain applicable Permits, then the parties will mutually agree on a new date to begin the Installation Services. An informational project schedule is attached hereto as Exhibit "C".

(c) Buyer shall make the Property available to Seller during the pendency of Installation Services, and keep the Property site free of obstructions or unusable /impassable road travel or structure for equipment and material delivery and storage including but not limited to roads/highways, bridges, canal/drainage crossings, irrigation lines, and utility lines, unless previously identified in Buyer furnished documents. All project impacts and costs associated with the discovery, rerouting, repair, improvement, renovation or enhancement of or due to previously unidentified site access obstructions will be the responsibility of the Buyer. The parties acknowledge that the installation of the Equipment may require the Property to be shut down for its intended use for a period of time on multiple occasions. Buyer acknowledges that due to unforeseen circumstances, shutdowns and/or an extension of the previously mentioned time may be required.

(d) Seller will issue a "Certificate of Completion of Installation" upon the completion of the installation of the Equipment at the Property. The Certificate of Completion of Installation shall be countersigned by Buyer. Following the issuance of the Certificate of Completion of Installation, the Equipment may be tested by the Buyer.

3. Purchase Price. The purchase price which Buyer shall pay to Seller for the Equipment and Installation Services is \$1,166,649 USD ("Purchase Price"). The Purchase Price does not include applicable sales and local taxes, and all such applicable taxes will be Buyer's responsibility and will be billed as an additional cost to Buyer to the extent that Seller is obligated to collect and remit such taxes.

4. Terms of Payment.

(a) Down Payment - Ten percent (10%) of the Purchase Price, \$116,664.90 USD, shall be due and payable on the date this Agreement is signed by Buyer.

(b) Equipment Procurement - Forty percent (40%) of the Purchase Price, \$466,659.60 USD, shall be due and payable upon a date as communicated to Buyer by Seller in advance to enable Seller to purchase the Equipment as set forth in Exhibit A.

(c) Construction - Twenty-five percent (25%) of the Purchase Price, \$291,662.25 USD, shall be due and payable prior to Installation Services commencement as communicated to Buyer by Seller in advance.

(d) Substantial Completion - Twenty percent (20%) of the Purchase Price, \$233,329.80 USD, shall be due and payable upon receiving a notification of substantial completion on a date as communicated to Buyer by Seller.

(e) Final Payment/Commissioning - Five percent (5%) of the Purchase Price, \$58,332.45 USD, shall be due and payable upon receipt of the executed Certificate of Completion of Installation.

Invoices shall be payable within twenty (20) calendar days of issuance by Seller. If Buyer fails or refuses to pay Seller all or any part of the Purchase Price within twenty (20) calendar days following the date upon which any payment is due, interest shall accrue and be paid by Buyer to Seller in addition to the unpaid Purchase Price at the rate of eighteen percent (18%) per annum on the unpaid and undisputed amount, or the highest interest rate allowed by law, whichever rate is less. In any action or proceedings arising out of this Agreement in which Seller seeks collection of any portion of the Purchase Price not paid when due, Seller shall be entitled to recovery of its reasonable attorneys' fees and costs.

5. Limited Warranty.

(a) The Seller shall assign to Buyer, or have issued in Buyer's name, all applicable pass-through warranties from manufacturers, suppliers and installers ("Pass-through Warranties"). Except for the Pass-Through Warranties, no other warranties are provided.

(b) Warranty Exclusions and Disclaimers. The following are not covered:

(i) Damage caused by use of the Equipment for purposes other than those for which it was designed, and/or in violation of Seller's recommended operating procedures. Operating the Equipment at a rate above the capacity at which it was designed will have an adverse effect on the Equipment and system including mechanical components and emission performance. The Equipment is to be operated within the guidelines of the operating procedures defined by Seller or the Equipment manufacturer provided to Buyer by Seller. All operations outside these guidelines will be in violation of Seller's limited warranty and will void such limited warranties.

(ii) Damage caused by disasters such as fire, flood, tornado, wind, hail, and lightning or other acts of God.

(iii) Damage or failure caused by improper maintenance, unauthorized attachments, modifications.

(iv) Use in a manner not in accordance with any operation manual or recommended operating procedure supplied by Seller or manufacturer (as such manual may be amended or supplemented from time to time, with notice to Buyer).

(v) Any other abuse or misuse by Buyer or any other third party.

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, SELLER DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SAVINGS, PUNITIVE, EXEMPLARY OR ENHANCED DAMAGES, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER SHALL NOT BE LIABLE FOR ANY CLAIM BY THE BUYER BASED UPON ANY CLAIM BY ANY OTHER PARTY AGAINST THE BUYER. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY HEREUNDER EXCEED \$2,000,000.

7. Insurance. Buyer shall procure at its own expense and maintain in full force and effect, while this Agreement is in effect, comprehensive general liability insurance for bodily injury and property damage, in an amount not less than one million dollars (\$1,000,000) combined single limit to cover Buyer's employees and equipment while on the Property.

8. Force Majeure. Except with respect to payment obligations, neither Party shall be responsible for any failure to perform due to causes beyond a Party's reasonable control, including but not limited to labor disputes, strikes, war or terrorism, civil unrest, acts of God, fire, floods, severe weather, explosion, pandemics or public health emergencies including failure or delay related to Coronavirus/Covid-19, executive orders, delays in transportation, interruption or failure of electricity or communications systems, governmental actions, cyber-attacks, delays in manufacture, or supply shortages, including supplier or sub-supplier or subcontractor delays caused by any of the above. Any delay beyond a Party's reasonable control shall be excused and the period of performance extended as may be necessary to enable the Party to perform after the cause of delay has been removed.

9. Indemnification. Subject to the limitations set forth in Section 6, each party agrees to indemnify and save harmless the other party from and against any and all losses, liabilities, expenses (including, without limitation, reasonable fees and disbursements of counsel), claims, liens, damages or other obligations whatsoever (collectively, "Claims") that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of their respective representations or the breach of any of their respective warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered pursuant to this Agreement; provided, however, that no claim for indemnity may be made hereunder if the facts giving rise to such Claim were in writing and known to the party seeking indemnification hereunder, such facts constituted a breach of the party seeking indemnification and the party seeking indemnification elected in any event to consummate the transactions contemplated by this Agreement.

10. Use of Subcontractors. Buyer expressly agrees that Seller may use any subcontractor that it chooses without prior approval for Installation Services, the Equipment or any other work related to the Scope of Work.

11. Miscellaneous.

(a) This Agreement shall be governed by the laws of the State of Minnesota. Any legal proceeding relating to this Agreement shall be brought exclusively in the Hennepin County District Court, or in the United States District Court for the District of Minnesota, and both Parties hereto consent to the jurisdiction of said courts.

(b) This Agreement shall become a legal and binding contract upon signature of the same by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

(c) This Agreement may not be assigned to another party by either Party, either in whole or in part, without the prior written consent of the other Party, and such consent shall not be unreasonably withheld.

(d) In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, it shall be deemed to be revised and modified to the extent necessary to make it legally enforceable, and the remaining terms of this Agreement shall not be affected thereby.

(e) No waiver by any Party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a Party to seek a remedy for noncompliance or breach by another Party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

(f) Each of the parties hereto represents to the other that (i) it has full power, authority and legal right to enter into and perform this Agreement, (ii) the execution delivery and performance of this Agreement has been duly authorized by all necessary action on each party's part, does not require any approvals or consents except such approvals and consents as have heretofore been duly obtained or which are specifically enumerated herein to which this Agreement is subject, and (iii) this Agreement does not contravene any law binding on either of the parties or contravene any agreement to which either of the parties hereto is a party or by which it is bound, or any law, governmental rule, regulation or order. Upon request, each of the parties will provide the other party with documentary evidence of its authority to enter into this Agreement.

(g) All notices to be given in connection with this Agreement shall be in writing and delivered personally, sent by e-mail, by a nationally recognized overnight courier service or by registered or certified mail, return receipt requested, postage prepaid.

(h) This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one Agreement. Delivery of an executed copy of this Agreement by e-mail shall be deemed delivery of the executed original.

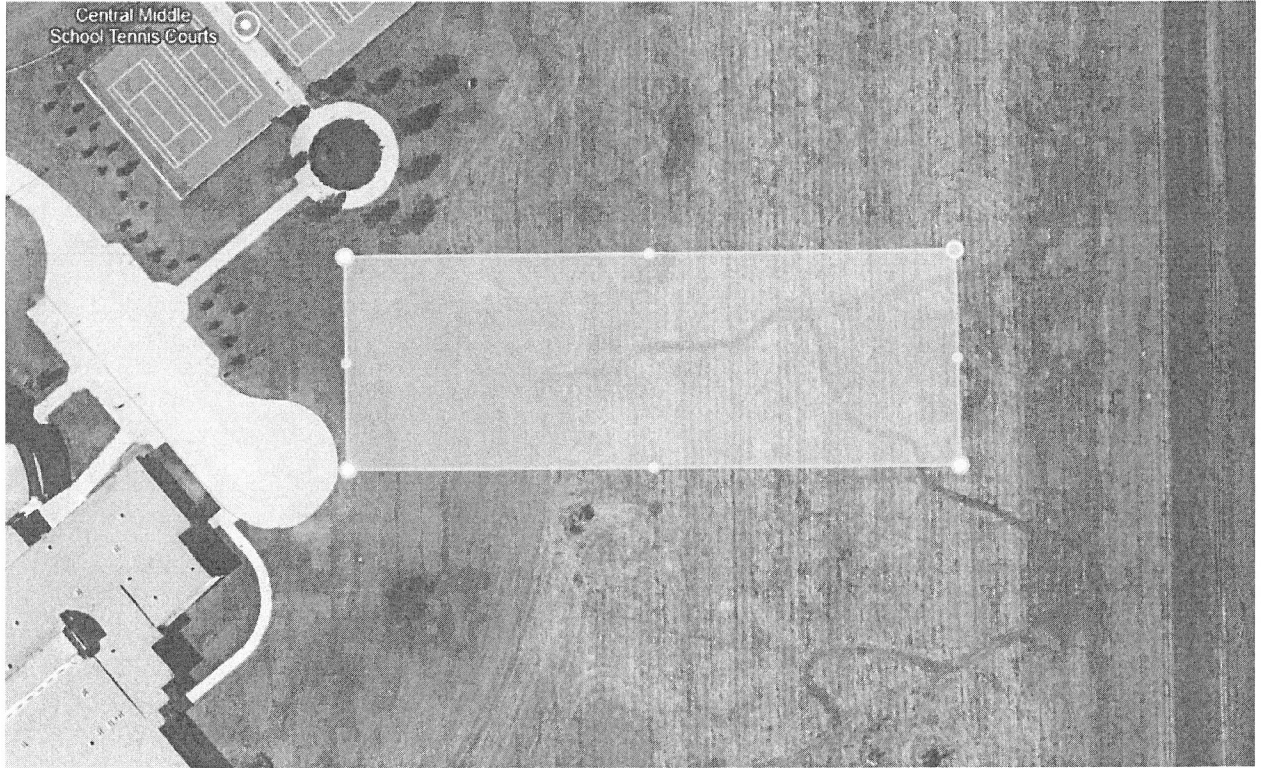
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:
East Grand Forks Public Schools
By: [Signature]
Its: [Signature]
SELLER:
Ziegler Energy Solutions, LLC
By: [Signature]
Its: [Signature]

*Contingent on successful round 2 application of Seller for Schools grants
approved by City, ~~board~~ + school board approval on Nov 24, 2025

Exhibit A – Technical Specifications

- Preliminary Boundary



- Installed capacity
 - 450kW AC/558kW DC
- Panel type, inverter model, and tracker system details.
 - Buy America Compliant Helene 144HC M10 Bifacial 535W
 - Buy America Compliant XGI 1500-150/166-600 Solectria
 - Buy America Compliant OMCO Fixed Tilt Racking
- Forecasted yr 1 energy output (kWh/year).
 - Yr 1: 681,900kWh
- Grid interconnection voltage and point of delivery.
 - 480Vac
- Switchgear
 - Interconnect at low voltage 480 Vac combiners/line up

Exhibit B – Project Scope

- General Obligations
 - Deliver a fully operational solar PV facility on a turnkey basis.
 - Comply with all applicable codes, standards, and regulations (NEC, IEEE, UL, NFPA, local building codes).
 - Obtain all permits, licenses, and approvals required for construction and commissioning.
 - Provide support for tax documentation
- Procurement
 - (1,044) Buy America Compliant and Domestic Content eligible PV Modules. Tier-1 modules meeting IEC/UL standards.
 - (3) 150kW Buy America Compliant Inverters for 450kW AC output.
 - Balance of System (BOS)
 - Mounting structures, DC combiner boxes, cabling, and connectors.
 - Monitoring
 - Data acquisition system and remote monitoring capability.
 - Supply of OEM warranties
- Construction
 - Site Preparation
 - As applicable: Clearing and grading.
 - Civil Work
 - Electrical equipment pads.
 - Mechanical Installation
 - PV module mounting and alignment.
 - Perimeter Fencing
 - Electrical Installation
 - DC wiring, inverter stations, and AC collection system
 - Grid Interconnection
 - Coordinate with Utility to interconnect to solar system.
 - Safety & Quality Control
 - Compliance with OSHA standards and QA/QC protocols.
- Commissioning & Testing
 - Pre-Commissioning Checks
 - Insulation resistance, continuity, and torque checks.
 - Functional Testing
 - Inverter start-up, monitoring integration.
 - Performance Testing
 - Production verification.
 - Grid Synchronization
 - Coordination with utility for final energization.
- Documentation & Handover
 - As-Built Drawings
 - Complete set of updated drawings and schematics.
 - Operation & Maintenance (O&M) Manuals
 - Detailed procedures for preventive and corrective maintenance.
- Training
 - On-site training for East Grand Forks Public Schools staff.
- Warranty Certificates

- OEM and EPC warranties for equipment and workmanship.

- Engineering Scope

- Electrical design services including:
 - Review, verification and integration of basis of solar array system components.
 - Coordination with Utility.
- Structural services including:
 - Design of new concrete equipment pads, if necessary.
- Deliverables:
 - Permit set documents and specifications.
 - Responses to review comments. Resubmittal set, when required.
- Exclusions
 - Land acquisition and site security (unless specified).
 - Tax leadership (it is customer's responsibility to engage with a certified tax professional to obtain ITC and Domestic Content ITC)

Exhibit C – Construction Schedule / Milestone Payments

- Preliminary Construction Milestones. Dependent on receipt of payments, weather, and procurement lead times
 - Final contract and agreements executed
 - Long lead time material and engineering begins 1 week after contract execution
 - Permitting begins: 2 weeks after contract execution
 - Equipment Procurement: Begins 6 weeks after contract execution
 - 90% Construction Documents design plans complete: 12 weeks after contract and agreement executed
 - Final Construction Build Documents Complete: 18 weeks after contract
 - Construction Begins 18 weeks after contract signing:
 - Site prep, civil, and grading (1 weeks)
 - Mechanical Construction (2 weeks)
 - Electrical Construction (3 weeks)
 - Inspection and Commissioning: (1 weeks)
 - Electrical Generation Begins (Permission to operate):
- Milestone Payments:
 - Down Payment - Ten percent (10%)
 - Equipment Procurement - Forty percent (40%)
 - Construction Begins – Twenty-five percent (25%)
 - Substantial Completion - Twenty percent (20%)
 - Final Payment/Commissioning - Five percent (5%)

Exhibit E – Warranties

- Workmanship: 2 Year Ziegler Energy Solutions
- Factory (Major equipment)
 - Heliene: 15 Year Workmanship and 25 Year Linear Performance Guarantee
 - Solectria: 10 Year Product Warranty
 - OMCO: 20 Year Limited Warranty