



Nania Energy Advisors Distributed Generation Energy Services Agreement

The County of Champaign, Illinois ("CLIENT") and Nania Energy, Inc dba Nania Energy Advisors ("NANIA"), acting as an independent contractor, enter into this Distributed Generation ("DG") Energy Consulting Agreement ("Agreement") as of 10/11/2024, the effective date. The foregoing are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The Parties agree to the terms as follows:

Scope of Services- NANIA is qualified and committed to provide comprehensive services related to a review of on-site distributed generation energy installation(s). This review may include:

1. Pro-forma review of expected array size, costs, tax credits, and Return on Investment provided by the installation of an on-site distributed generation system (pro-forma is an estimate only of each item and does not constitute a guarantee).
2. Development of a Request for Proposals, RFP, based on CLIENT needs and site specifics, that will work as a solicitation to 3rd party distributed generation developers and installers to obtain quotes for the installation of on-site distributed generation.
3. Review of 3rd party RFP submissions with respect to the quality and costs of such submissions in order to provide the CLIENT with the best possible information to make a vendor selection, if such a selection is made.
4. Contract negotiation with the selected vendor to provide the best total value to the CLIENT.
5. Upon vendor selection, determination of the best funding source for selected distributed generation project.
6. Auditing of CLIENT energy bills upon completion of the distributed generation installation to verify results and productivity of the project.

Compensation- In return for its services, NANIA will be compensated:

\$0.07 per watt DC (direct current watt), based on the size of the installed array, in which case all compensation will be paid to NANIA by the selected distributed generation developer/installer. As part of this agreement, CLIENT agrees to authorize this payment from the selected 3rd party to NANIA.

In the event the CLIENT decides not to move forward with the project after the RFP has been issued, CLIENT agrees to compensate NANIA \$10,000 (ten thousand dollars) for its time and materials to organize the RFP. This compensation will only be due if the project is not executed and completed due to CLIENT decision. CLIENT has 12 months from the issuance of the distributed generation RFP to execute the agreement with the distributed generation provider before the project would be deemed "not completed." In the event that the project is executed at a later date with the selected provider, the original per-watt compensation would be authorized to be paid to NANIA by the distributed generation provider. In this instance, if the CLIENT has paid the \$10,000 compensation directly to Nania due to the delay in executing the agreement, the \$10,000 would be refunded to the client once NANIA has been paid by the distributed generation provider.



Exclusivity- CLIENT agrees that NANIA is the exclusive representative of CLIENT in regard to solicitations regarding distributed generation and solar energy at the determined site (see Exhibit A for site list). This exclusivity will be in place for the term of this agreement. CLIENT agrees that all requests from NANIA to 3rd party distributed generation providers should be regarded as if they are requests from CLIENT.

Term- This Agreement shall remain in effect for two years from the effective date. .

Authorization- CLIENT provides authorization to NANIA to contact and receive from both the utility and its contracted suppliers required monthly utility invoices and agreements for the business purpose of this agreement so that NANIA may calculate accurate ROI on all distributed generation projects. Furthermore, CLIENT directs that all requests from NANIA to both energy suppliers and distributed generation providers should be considered as if the request came from CLIENT itself. This authorization in no way allows NANIA to enter into any binding agreements or energy supply contracts on CLIENT's behalf.

Additional Services- NANIA is committed to providing all necessary services and guidance to the CLIENT in regard to their energy & utility needs. Additional products and services may be consulted on and implemented during the term of this Agreement at the request of the CLIENT. Any such products and services including supply contracts for Electricity and Natural Gas will be outlined in a separate Energy Services Agreement. Additional services will be compensated separate from this agreement.

Applicable Law/Venue- This Agreement shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any lawsuit, action or proceeding arising out of or relating to the services or this Agreement shall be brought in a federal or state court in Champaign County.

Severability- If any clause, sentence, paragraph or part of the Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

No Waiver- In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

Limitations of Liability

-CLIENT understands that NANIA is a 3rd party consultant and is therefore not responsible for the actions of any third party that is not party to this Agreement. Any liability and obligations for any DG project will solely exist between CLIENT and contractor. CLIENT's sole remedy for any damages will be against the contractor.

-NANIA expressly disclaims any liability with respect to any product or service purchased by CLIENT from any contractor or other third party in connection with the project. The decision to acquire any contractor or any other third party products and/or equipment is CLIENT'S decision, even if NANIA assists client in identifying, evaluating, selecting, or otherwise recommends to CLIENT that it utilize any contractor or any third party equipment or products. NANIA is not responsible for, and expressly disclaims liability for, the performance, operation, quality or failure of any equipment, product, and/or service provided by any contractor or other third party and/or the installation of any products or equipment by any contractor or other third party, including, without limitation, any damages to CLIENT's property arising in connection with such installation of products or equipment.

-NANIA will be relying on all known industry standards, costs and incentives (federal and local) in connection with its creation of the pro forma analysis. CLIENT understands that the pro forma is just an estimate of costs and is not a guarantee of results of the actual project, if implemented. Moreover, NANIA is not a party to agreements between the CLIENT and any suppliers, vendors, or utilities and makes no guarantee of specific results or dollar savings based in connection with any particular project.

-NANIA does not certify the accuracy of or availability of any of the incentives and tax credits included in both the NANIA pro forma estimate and contractor proposal(s), nor is NANIA rendering any tax advice in connection with its proposal. It is CLIENT's responsibility to consult with a licensed accountant or other tax professional to verify all project tax benefits and the applicability and availability of such project tax benefits to the CLIENT.

-In no event shall NANIA be liable to CLIENT any damages, including without limitation, any incidental, special, indirect, consequential, or punitive damages, including, without limitation, damages based upon loss of use, lost profit or revenue, lost goodwill, work stoppage, business interruption, impairment of other products, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement products or services, or any claims of CLIENT for service interruption, even if advised in advance of the possibility for such damages.

Insurances- Each of the parties shall carry at its own cost and expense, all insurances that are required by law in addition to insurances that may be reasonably required to insure against damages or losses.

Miscellaneous- CLIENT may not assign its rights, interests or obligations under this Agreement without the express written consent of NANIA. Subject to the forgoing, this Agreement shall be binding upon and inure to the benefit of the parties and any of NANIA's respective successors and lawful assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The provisions of this Agreement and all attachments hereto shall constitute the entire agreement between the parties and shall supersede all prior agreements and understandings between the Parties and no representations or statements made by any representative of NANIA that are not stated herein shall be binding. This Agreement may not be amended, supplemented, changed, modified, or renewed, except by a writing signed by the parties. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.



In Witness Whereof, the Parties have executed this Agreement as of the date first written above.

Client
By: *[Signature]*
Its: County Engineer
Date: 10/28/24

Nania ^{DocuSigned by:}
By: *[Signature]* Nania Energy Advisors
Its: 237E13BADD8D43A...
F1E51UE1L
Date: 10/29/2024

Energy Advisor Contact Information:
Contact: Aaron Raftery
Phone: 847-975-6437
Email: araftery@naniaenergy.com

Exhibit A Site List

Champaign County Engineer
1605 East Main Street
Urbana, IL 61802