

AGREEMENT FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION

This EPC Agreement made and entered into on the date when signed by the party signing last in time ("Effective Date"), by and between Niagara Mohawk Power Corporation, a New York corporation, with principal offices at 300 Erie Boulevard West, Syracuse, New York 13202, (hereinafter the "Company" or "National Grid"), and Younicos, Inc. ("Contractor"), a Delaware corporation having offices at 3100 Alvin Devane Blvd, Bldg A, Suite 200, Austin, TX 78741, for the Work identified as:

East Pulaski Battery Energy Storage System

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide the Work in accordance with this Agreement for a lump sum amount set forth in Article 4 below. The Contractor is responsible for all aspects of the engineering, procurement and construction (EPC) for the Project except to the extent explicitly stated otherwise in this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein, and are hereinafter referred to individually as a "Contract Document" and collectively as the "Contract Documents" or the "Agreement". In the event of conflict between the Contract Documents, they are listed below in descending order of precedence:

1. This Front End Agreement
2. Schedule A: Intentionally Omitted
3. Schedule B: Engineering, Procurement and Construction Terms and Conditions for Construction ("Terms and Conditions")
 - i. Exhibit A- Services Provisions
 - ii. Exhibit B- Capacity Guarantee w/ Defects Warranty
 - iii. Exhibit C- SCADA Exhibit
 - iv. Exhibit D- Form of Final Lien Release
4. Schedule C: Statement of Work ("PR.02.00.018_TSDEastPulaski-EnergyStorageSystem_rev4_APPROVED") dated 11/17/2017

5. Schedule D: Proposal (“East Pulaski Younicos Proposal”) dated 03/08/2018
 - i. Exhibit A- NG Design Drawings, Site I Pulaski
 - ii. Exhibit B- National Grid Schedule I Site
 - iii. Exhibit C- Risk Register – Pulaski
 - iv. Exhibit D- Project Team List
 - v. Exhibit E- Responsibility Matrix
6. Schedule E: Non-Discloser Agreement (“NDA”) dated 02/20/2018
7. Schedule F: Contractor Safety Requirements (dated 03/29/2017)
8. Schedule G: Environmental Requirements, Rev. No. 5 (dated 05/28/2010)
9. Schedule H: Supplier Code of Conduct
10. Schedule I: Level 2 Background Check Requirements (dated 07/2016)
11. Schedule J: Commercial Bid Sheet w/ payment structure (dated 03/08/2018)

Project Schedule is preliminary and parties agree that it is not binding except for the substantial completion date which is **10/31/2018**, detailed schedule to be provided within 60 days of FNTF. Capitalized terms not defined in this Front End Agreement will have the meaning set forth in the Contract Documents

ARTICLE 3 – TERM AND SCHEDULE

The Agreement is effective as of the Effective Date and shall continue in full force and effect unless earlier terminated in accordance with terms of this Agreement.

ARTICLE 4 - CONTRACT PRICE

The lump-sum contract price for the Project is \$ [REDACTED] (“Contract Price”).

ARTICLE 5 - NOTICES

Notices required or permitted under this Agreement shall be addressed to:

To Company:

Niagara Mohawk Power Corporation
300 Erie Boulevard West,
Syracuse, New York 13202

To Contractor:

Yunicos, Inc
3100 Alvin Devane Blvd, Bldg A, Suite 200
Austin, TX 78741

Attn: Legal Department

With a copy to Procurement and Project
Management

Attn: Legal Department

ARTICLE 6 –FULL NOTICE TO PROCEED

The Contractor will not begin the Work until the Company issues the Full Notice to Proceed (“FNTP”). The Parties agree that as of the date the Company provides Contractor with the Full Notice to Proceed (“FNTP”), the FNTP will be incorporated into this Agreement as a Contract Document.

ARTICLE 7 – FINANCIAL SECURITY

Within ten days of execution of this Agreement, Contractor shall provide a Parental Guarantee that will:

- (a) to be issued by Contractor’s parent company having a credit rating acceptable to Company and in a form acceptable to Company;
- (b) take effect no later than ten days after the execution of this Agreement, and will terminate no sooner than five (5) years following the date of Final Acceptance; and
- (c) be in an amount no less than \$ [REDACTED] for the full term of the Parent Guarantee.

ARTICLE 8 – SEVERAL LIABILITY

The rights and obligations of National Grid and each National Grid Affiliate in connection with this Agreement shall be several and not joint. Any claims Contractor may have against a National Grid company under this Agreement, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid company, and may not be sought from any other National Grid companies, regardless of whether they are companies under other agreements. Contractor hereby explicitly waives any right it may

have for recovery against any National Grid company other than the National Grid entity identified as the contracting party in this Agreement, for all matters arising out of or connected to this Agreement. For the avoidance of doubt, in the event that National Grid assigns this Agreement to a National Grid Affiliate, the foregoing provision will not apply to such National Grid Affiliate following such assignment or to National Grid in such circumstances, to the extent that, following such assignment, National Grid remains liable under this Agreement for matters accruing prior to such assignment.

ARTICLE 9 – LIQUIDATED DAMAGES FOR SCHEDULE DELAYS

If the Contractor fails to meet Critical Project Milestones set forth in the Agreement and/or the Guaranteed Substantial Completion Date (as defined below; such failure a “Schedule Breach”), the Contractor shall not be in breach of the Agreement if Contractor pays to the Company an amount equal to [REDACTED] for each day the Schedule Breach continues (“Liquidated Damages”). Liquidated Damages will be subject to a cap of \$ [REDACTED] of the Contract Price), and Contractor shall be in breach of the Agreement if Contractor has paid the Liquidated Damages, reached the foregoing cap and still has not achieved Substantial Completion. The Parties intend that the Liquidated Damages constitute compensation, and not a penalty. The Parties acknowledge and agree that the Company's harm caused by a Schedule Breach would be impossible or very difficult to accurately estimate as of the Effective Date and that the Liquidated Damages are reasonable estimates of the anticipated or actual harm that might arise from a Schedule Breach. The Contractor's payment of the Liquidated Damages is the Contractor's sole liability and entire obligation and the Company's exclusive remedy for any Schedule Breach. The term “Guaranteed Substantial Completion Date” means the date that Contractor has guaranteed it will achieve Substantial Completion as set forth in the Agreement.

ARTICLE 10 – SERVICES AGREEMENT AND CAPACITY GUARANTEE

The Parties have entered into a separate Services Agreement (Exhibit A of the EPC Agreement “Services Provisions”) dated 03/19/2018 that will govern the Contractor’s maintenance and training obligations following the Company’s final acceptance of the Work under this Agreement. The EPC Agreement includes the capacity guarantee under which the Contractor guarantees the

energy capacity of the Energy Storage System will not fall below an agreed threshold for an agreed period (Exhibit B to the Terms and Conditions "Capacity Guarantee"). In the event of a conflict between the Energy Storage System Limited Warranty (attached to the Terms and Conditions) and the Capacity Guarantee, the Capacity Guarantee will govern. Notwithstanding anything to the contrary, the Parties agree that services performed by the Contractor pursuant to the Services Agreement shall constitute Work for purposes of this Agreement (including with respect to the limitations of liability set forth in Section 25.4 of the Terms and Conditions).

IN WITNESS WHEREOF, each party hereto caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

Company:
Niagara Mohawk Power Corporation
d/b/a National Grid

Contractor:
Yunicos, Inc:

By: *Steph R. Moran*

By: DocuSigned by:
Jayesh Goyal
50A03F3C1500046D

Title: *Procurement Director*

Title: Chief Executive Officer

Date: *3/21/2018*

Date: 3/19/2018

By: DocuSigned by:
Chuck McEmore
E18F037A13CE47D

Title: Chief Financial Officer

Date: 3/19/2018

SCHEDULE A

INTENTIONALLY OMITTED

SCHEDULE B

NATIONAL GRID AND YOUNICOS, INC.

TERMS AND CONDITIONS

FOR

ENGINEERING, PROCUREMENT AND CONSTRUCTION

Dated 03/19/2018

SCHEDULE C

ENGINEERING DOCUMENT

SCHEDULE D

PROPOSAL

DATED 03/08/2018

SCHEDULE E

NON DISCLOSURE AGREEMENT

SCHEDULE F

CONTRACTOR SAFETY REQUIREMENTS

SCHEDULE G

ENVIRONMENTAL REQUIREMENTS

SCHEDULE H

SUPPLIER CODE OF CONDUCT

SCHEDULE I

BACKGROUND CHECK – LEVEL 2

SCHEDULE J

COMMERCIAL BID SHEET (PRICING)

Schedule J—Bid Sheet

Dated 3/8/2018

Cost Item	Yunicos: East Pulaski NPV Cost (\$)*
Battery Energy Storage System (BESS)	
BESS Design, Procurement, & Integration	\$
Battery System	\$
PCS	\$
Software & Controls	\$
Communication Equipment/service	\$
Balance of System	\$
Switchgear	\$
Main Step up Transformer	\$
Special tools	\$
Spare Parts	\$
Other	\$
Subtotal	\$
Site-Related Engineering & Design	
Site Related Engineering & Design Project Management	\$
Electrical Design	\$
Civil Design	\$
Expenses	\$
Other	\$
Subtotal	\$
On-Site Civil/Mechanical/Electrical Construction	
Construction Project Management	\$
Foundation	\$
Trenching & underground cable install, terminations	\$
BESS Installation	\$
Other	\$
Subtotal	\$
Services	
Overall Project Management	
Delivery	\$
Commissioning & Testing	\$
Training	\$
Operation*	\$
Capacity Guarantee	
Standard Warranty (5-yr)	
Extended Warranty (10-yr)	\$
Preventative Maintenance Service*	\$
Other	\$
Subtotal	\$
TOTAL (\$)	\$

Payment Milestone Schedule

Milestone	% Contract Value	Terms of Payments
Contract Execution		
Engineering Design Documents Released		
Equipment Shipping from factory		
Commissioning		
Substantial Completion		
Final Completion		