

Exhibit A – Standard St. Louis County SAVES™ Loan Provisions

In addition to the requirements and obligations of Borrower otherwise provided, Borrower agrees to comply with all of the following provisions, to the extent applicable, throughout the term of the Loan:

1. **Reporting Requirements** - Borrower shall submit or cause to be submitted to St. Louis County SAVES, LLC (the “Program”) the following:
 - a. Copies of all utility bills for the facility for which improvements are made to under loan proceeds subsidized by the Program.
 - b. Final construction approval by borrower that all work has been completed satisfactorily in accordance with agreed upon scope of work paid for through loan proceeds subsidized by the Program. (Progress reports required if loan is treated as a construction loan with progress payments)
 - c. Davis Bacon compliance reports as specified by the Program on a weekly basis, as applies to laborers and mechanics being paid through the loan proceeds, with signed originals submitted directly to Abundant Power within 10 days of each week ending date:
 - i. Signed Originals to:
Kelley Fluharty
Abundant Power
2201 South Boulevard, Suite 300
Charlotte, NC 28203
 - ii. Electronic copies to:
aklein@stlouisco.com and
kfluharty@abundantpower.com
2. **Davis Bacon Provisions** – The acquisition and installation of the energy efficiency renewable energy measures funded through Program loan proceeds are subject to the prevailing wage, contract clause and reporting requirements under the federal Davis-Bacon Act as more particularly set forth as follows:
 - a. Borrower understands that the wages to be paid laborers and mechanics employed in the construction of the Project are required to be not less than the wages prevailing in the locality in which the work shall be performed for corresponding classes of laborers and mechanics employed on construction of a similar character, as determined by the Secretary of Labor pursuant to the Davis-Bacon Act and as published in the applicable prevailing wage determination. Borrower hereby states that it has read the determination by the Secretary of Labor and is fully familiar with the same.
 - b. With the final construction approval, certifications in form satisfactory to the Program that all laborers and mechanics employed in the construction of the Project have been paid not less than the said prevailing wage rates. The applicable prevailing wage

determination shall be construed to include every amendment to or modification of the determination that may be published prior to the beginning of construction.

- c. Borrower shall insert any required labor standards provisions in any contract made for the construction of the Project, or any part thereof, and shall require the Contractor to insert similar provisions in each subcontract relating to the construction of the Project.
3. **Federal, State and Municipal Requirements** - Borrower must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed using proceeds from this Loan.
4. **Equal Employment Opportunity** – Borrower at all times shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."