

## Non Disclosure and Confidentiality Agreement

This Confidentiality Agreement (“Agreement”), entered into as of \_\_\_\_\_ (“Effective Date”), is by and between Signal Energy, LLC, (including its affiliates, EMJ Corporation, Signal Wind Energy, LLC, Signal Energy Australia PTY LTD and Signal Solar, LLC), having its principal offices at 2034 Hamilton Place Blvd., Suite 400, Chattanooga, TN 37421 (“Company”), and (“Counterparty”) \_\_\_\_\_ and its affiliates.

WHEREAS, Company and Counterparty shall each be referred to as a “Party” and collectively as the “Parties”;

WHEREAS the Parties desire to hold discussions and exchange information regarding Counterparty’s equipment and/or services to Company related to wind energy facilities, solar energy facilities, energy facilities, business evaluation, funding, purchase agreement or other business transaction (collectively the “Transactions”);

WHEREAS, in the course of evaluating the Transactions it will be necessary for Company (“Disclosing Party”) to release certain Confidential Information (as defined below) to the Counterparty (“Receiving Party”);

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. “Confidential Information” shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Counterparty, regardless of whether such information is disclosed intentionally or inadvertently, before or after the execution of this Agreement, in connection with the Transaction and including all records, reports, analyses, notes, memoranda, documentation, knowledge, data, specifications, diagrams, statistics, systems or software, manuals, business plans, operational information or practices, processes (whether or not patented, patentable or reduced to practice), customer lists, concepts, ideas, policies, contractual arrangements with, and information about, the Company’s suppliers, distributors and customers, the existence of the discussions between the Parties concerning the Transaction, or other information that are based on, contain or reflect any such Confidential Information. All information received from the Company shall be considered Confidential Information, unless it is specifically designated as non-proprietary and non-confidential.

Confidential Information shall not include: (a) information which is or becomes publicly available other than as a result of a violation of this Agreement; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the Receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Disclosing Party; (c) information which the Receiving Party can demonstrate was legally in its possession prior to disclosure by the Disclosing Party; or (d) information which is developed by or for Receiving Party independently of the Disclosing Party’s Confidential Information.

2. Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than to analyze, implement or complete the Transactions. Confidential Information shall be held in strict confidence by Receiving Party and shall not be disclosed without prior written consent of Disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members (“Agents”) with a need-to-know the Confidential Information for the purposes of analyzing, implementing or completing the Transactions. Receiving Party shall require all recipients of the Confidential Information to be bound by the terms of this Agreement. Receiving Party shall be responsible for any breach of this Agreement by the Receiving Party or its Agents. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

3. Required Disclosure. In the event that Receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement prior to disclosure, if permitted by law, so that Disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Receiving Party will provide reasonable cooperation to Disclosing Party and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 3.

4. Remedies. The Receiving Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that Disclosing Party shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. Notwithstanding anything contained in this Agreement, the Receiving Party’s liability to the Disclosing Party in connection with this Agreement and any activities undertaken in connection with the evaluation of the Transactions shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

5. Return or Destruction. Promptly following any decision by the Receiving Party not to continue discussions with respect to the Transactions, and at any other time upon the Disclosing Party’s written request, the Receiving Party shall return or destroy, at the Receiving Party’s option, all written Confidential Information of the Disclosing Party, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Receiving Party, and the Receiving Party and its Agents shall not retain any copies of such written Confidential Information. At any time after which the Receiving Party has been required to return or destroy the Confidential Information in its possession in accordance with the preceding sentence, the Receiving Party shall, upon written request of the Disclosing Party, cause one of its duly authorized officers to certify in writing to the Disclosing Party that the requirements of the preceding sentence have

been satisfied in full. The Receiving Party shall not be deemed to have retained or failed to destroy any Confidential Information which is an Imaged Document if such Confidential Information is deleted from local hard drives so long as no attempt is made to recover such Confidential Information from servers or back-up sources, provided that any such retained Confidential Information in an Imaged Document form shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement.

6. Notice. Any notice given to a Party shall be deemed properly given if specifically acknowledged by the other Party in writing or when delivered by certified or registered mail to the addresses set forth on the first page of this Agreement. Any notice given to Company shall be sent to the attention of Greg Pawson, President, with a separate copy to the attention of Julian Bell III, Executive Vice President.

7. No Other Agreement. It is understood that this Agreement is not intended to and does not, obligate either Party to enter into any further agreements or to proceed with any possible relationship or other transaction, including without limitation the Transactions, or to require either Party to disclose of any information under this Agreement. Any pricing lists, proposals or summaries disclosed under this Agreement ("Pricing Documents") are intended only to provide a framework for further discussions between the Parties. Pricing Documents are not an offer or a commitment of either Party. Neither Party will be bound by any of the terms of these Pricing Documents unless and until the final terms are incorporated into a mutually agreed, final definitive agreement that is executed and delivered by both Parties.

8. No License. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to Receiving Party. Nothing in this Agreement is intended to prevent either Party hereto from using its own Confidential Information which it furnished hereunder for dealings with third parties for any purpose.

9. Amendment. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.

10. No Assignment. Neither Party may assign this Agreement unless prior written consent is obtained by both Parties; however, upon written notice to Counterparty, Company may assign this Agreement (including the right to enforce its terms) to a parent, affiliate or subsidiary at its sole discretion without consent.

11. Non-Waiver. No waiver of any provision of this Agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Tennessee without regard to its conflict of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Tennessee.

13. Term. This Agreement shall terminate three (3) years following written notice by either Party to the other of its desire to terminate this Agreement. However, the obligations contained herein shall remain in effect following such termination.

14. Entire Agreement. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality of Confidential Information.

15. Counterparts. This Agreement may be signed in counterparts and may be delivered by facsimile, each of which may be deemed an original, and all of which together constitute one and the same agreement.

16. Authorization and Binding Obligations. Each Party represents to the other Party that the execution, delivery and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of such Party.

17. Waiver of Trial by Jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

18. Publicity. Counterparty shall not make any public disclosures regarding the Company, or the Transactions, including, without limitation, any advertisements, publications or documents, without the prior written approval of the Company.

19. No Warranties. Each Party acknowledges that the Disclosing Party provides the Confidential Information on an "as is" basis and without warranty of any kind. THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO THE CONFIDENTIAL INFORMATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

20. Proprietary Information. Counterparty acknowledges that, under this Agreement, Company is disclosing Confidential Information to Counterparty that is valuable, confidential and proprietary. If said Confidential Information were disclosed by Counterparty to any third party, said disclosure would damage Company and negatively affect its opportunity to work on the Transaction, including during bidding process and contract negotiations. Counterparty agrees that on a case by case basis (when confirmed in writing by both Parties), the Counterparty shall consult, contract, and negotiate exclusively with Company concerning those designated Transactions. On such agreed Transactions, Counterparty agrees and states that it has not and will not enter discussions with any other entity concerning it providing of any services for those Transactions. Counterparty may not use or disclose the Confidential Information with any third party regarding the Transactions or otherwise to the disadvantage of the Company.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first set forth above.

Company: Signal Energy, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Counterparty

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ (Manual/Ink Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/ST/Territory/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

**SUBCONTRACTOR'S QUALIFICATION FORM**

\*REQUIRED FIELDS

**COMPANY INFORMATION**

DATE COMPLETED\* \_\_\_\_\_  
 NAME OF INDIVIDUAL COMPLETING FORM\* \_\_\_\_\_ PHONE\* [OFFICE/CELL] \_\_\_\_\_  
 ALTERNATE PHONE [OFFICE/CELL] \_\_\_\_\_ FAX # \_\_\_\_\_  
 E-MAIL ADDRESS\* \_\_\_\_\_ WEBSITE ADDRESS \_\_\_\_\_  
 LEGAL NAME OF COMPANY\* \_\_\_\_\_  
 PRESIDENT/CEO\* \_\_\_\_\_  
 LOCATION\* US  CANADA  MEXICO  AUSTRALIA  UK  OTHER  (DESCRIBE) \_\_\_\_\_  
 TYPE OF ENTITY\* CORPORATION  SOLE PROPRIETORSHIP  PARTNERSHIP  SUB S CORP  LLC   
 FEDERAL ID #/SOCIAL SECURITY #\* \_\_\_\_\_ (ATTACH W-9)  
 MAILING ADDRESS\* \_\_\_\_\_  
 \_\_\_\_\_  
 CITY\* \_\_\_\_\_ STATE \* \_\_\_\_\_ POSTAL CODE\* \_\_\_\_\_  
 ACCOUNTING CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

DOES YOUR COMPANY HAVE MULTIPLE OFFICES? Yes  No  (ATTACH ADDITIONAL FORM IF NECESSARY)  
 IF SO, WHERE? ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

DOES YOUR COMPANY HAVE A PARENT COMPANY\*? Yes  No   
 PARENT COMPANY NAME \_\_\_\_\_ COUNTRY \_\_\_\_\_  
 MAILING ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \* \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

**TRADES**

TRADE(S) (SELECT ALL THAT APPLY): \*AT LEAST ONE CATEGORY MUST BE SELECTED  
 CIVIL  SELECT ALL  ELECTRICAL  SELECT ALL

<input type="checkbox"/> FENCING	<input type="checkbox"/> AC ELECTRICAL WORKS
<input type="checkbox"/> CIVIL WORKS – GRADING, EXCAVATION, ROAD INSTALL	<input type="checkbox"/> DC ELECTRICAL WORKS
<input type="checkbox"/> LANDSCAPING/WEEDS ABATEMENT	<input type="checkbox"/> OVERHEAD COLLECTION
<input type="checkbox"/> SEEDING	<input type="checkbox"/> TOWER WIRING
<input type="checkbox"/> ASPHALT/PAVING/ROAD REPAIR	<input type="checkbox"/> SECURITY SYSTEM SUPPLY AND INSTALL
<input type="checkbox"/> MOWING/ CLEARING	<input type="checkbox"/> SCADA INSTALLATION
<input type="checkbox"/> OTHER (DESCRIBE) _____	<input type="checkbox"/> SWITCHGEAR INSTALLATION
<input type="checkbox"/> ENGINEERING <input type="checkbox"/> SELECT ALL	<input type="checkbox"/> ENERGY STORAGE SYSTEM INTEGRATION
<input type="checkbox"/> SKID INTEGRATION	<input type="checkbox"/> ENERGY MANAGEMENT SYSTEM
<input type="checkbox"/> SITE SURVEY	<input type="checkbox"/> OTHER (DESCRIBE) _____
<input type="checkbox"/> ELECTRICAL ENGINEERING	<input type="checkbox"/> MECHANICAL <input type="checkbox"/> SELECT ALL
<input type="checkbox"/> SCADA ENGINEERING	<input type="checkbox"/> MODULE INSTALLATION
<input type="checkbox"/> STEP-UP TRANSFORMER ENGINEERING	<input type="checkbox"/> TOWER ERECTION
<input type="checkbox"/> INDEPENDENT/CONSULTING ENGINEERING	<input type="checkbox"/> OPERATIONS & MAINTENANCE BUILDING SUPPLY
<input type="checkbox"/> STRUCTURAL ENGINEERING	<input type="checkbox"/> MODULE RACKING INSTALLATION
<input type="checkbox"/> SUBSTATION ENGINEERING	<input type="checkbox"/> METEOROLOGICAL STATIONS/ TOWERS
<input type="checkbox"/> GEOTECHNICAL ENGINEERING	<input type="checkbox"/> SUBSTATION INSTALLATION
<input type="checkbox"/> TESTING	<input type="checkbox"/> PILE INSTALLATION
<input type="checkbox"/> ENVIRONMENTAL ENGINEERING	<input type="checkbox"/> FOUNDATION INSTALLATION
<input type="checkbox"/> CIVIL ENGINEERING	<input type="checkbox"/> OTHER (DESCRIBE) _____
<input type="checkbox"/> OTHER (DESCRIBE) _____	

OTHER SERVICES

<input type="checkbox"/> ASBESTOS/HAZARDOUS MATERIAL ABATEMENT/MONITORING	<input type="checkbox"/> GEOTECHNICAL STUDY	<input type="checkbox"/> LOGISTICS
<input type="checkbox"/> SAFETY CONSULTANT	<input type="checkbox"/> MATERIAL STORAGE/TRANSPORT	<input type="checkbox"/> TESTING
<input type="checkbox"/> MODULE/TOWER WASHING	<input type="checkbox"/> TEMP LABOR/STAFFING/SAFETY	
<input type="checkbox"/> SECURITY SERVICES	<input type="checkbox"/> OPERATIONS & MAINTENANCE	
<input type="checkbox"/> OTHER (DESCRIBE) _____		

Subcontractor/Professional Service Provider Qualification Form, Cont.

**LICENSING AND LOCATIONS**

WHERE CAN YOU PERFORM WORK\*?  US  CANADA  MEXICO  AUSTRALIA  UK  OTHER (DESCRIBE) \_\_\_\_\_

LIST OF REGISTERED BUSINESS LOCATIONS: \_\_\_\_\_ (ATTACH ADDITIONAL FORM IF NECESSARY)  
NUMBER OF FULL-TIME EMPLOYEES: \_\_\_\_\_ HOW LONG HAVE YOU BEEN IN BUSINESS? YEARS \_\_\_\_ MONTHS \_\_\_\_  
ARE YOUR EMPLOYEES UNION OR OPEN SHOP? UNION  OPEN SHOP

FILL IN YOUR CONTRACTOR LICENSE INFORMATION FOR ALL STATES YOU ARE LICENSED TO CONDUCT BUSINESS AND PERFORM WORK:

CONTRACTOR LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

EXP. DATE: \_\_\_\_\_ (ATTACH ADDITIONAL FORM IF NECESSARY)

WHAT ADDITIONAL GEOGRAPHIC AREAS CAN YOU PERFORM WORK IN WHICH DO NOT REQUIRE A LICENSE?  
\_\_\_\_\_

**INSURANCE**

**PLEASE NOTE: YOU WILL BE REQUIRED TO PROVIDE THE MINIMUM COVERAGE LISTED BELOW IN ORDER TO BID WORK.**

**DO YOU CURRENTLY CARRY INSURANCE POLICIES WITH THE FOLLOWING MINIMUM LIMITS (US DOLLARS)?**

**\*ONE SELECTION PER LINE REQUIRED**

GENERAL LIABILITY POLICY OF \$1,000,000 PER OCCURRENCE AND \$2,000,000 PER AGGREGATE? Yes  No

AUTOMOBILE INSURANCE POLICY OF \$1,000,000 PER ACCIDENT? Yes  No

UMBRELLA LIABILITY INSURANCE POLICY OF \$5,000,000 PER OCCURRENCE AND \$5,000,000 PER AGGREGATE? Yes  No

WORKERS COMPENSATION POLICY OF \$1,000,000 PER OCCURRENCE? Yes  No

POLLUTION INSURANCE POLICY OF \$1,000,000 PER AGGREGATE? Yes  No

(IF DESIGN SERVICES) PROFESSIONAL LIABILITY POLICY OF \$2,000,000 PER OCCURRENCE AND \$2,000,000 PER AGGREGATE? Yes  No

(SEE ATTACHED EXAMPLE)

NAME OF INSURANCE COMPANY / CARRIER: \_\_\_\_\_

AGENT: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

IF A JOB IS AWARDED AND HIGHER LIMITS ARE REQUIRED, I AM WILLING TO INCREASE MY LIMITS AS NEEDED \* Yes  No

**PAYMENT & PERFORMANCE BONDING**

CAN YOU PROVIDE A PAYMENT & PERFORMANCE BOND FOR YOUR WORK? Yes  No

NAME OF BONDING/SURETY COMPANY: \_\_\_\_\_ BOND RATE (PER THOUSAND) \$ \_\_\_\_\_ US

AGENT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

WHAT IS YOUR COMPANY'S CURRENT BONDING CAPACITY? TOTAL \$ \_\_\_\_\_ US SINGLE PROJECT \$ \_\_\_\_\_ US

WHAT IS THE LARGEST UNBONDED PROJECT THAT YOU HAVE DONE? \_\_\_\_\_

LOCATION/ COMPLETION DATE: \_\_\_\_\_

WHAT IS THE LARGEST BONDED PROJECT THAT YOU HAVE DONE? \_\_\_\_\_

LOCATION/ COMPLETION DATE: \_\_\_\_\_

IF A PROJECT IS AWARDED, CAN YOU PROVIDE: LETTER OF CREDIT Yes  No

**DIVERSITY**

IS YOUR COMPANY CURRENTLY U.S. FEDERALLY CERTIFIED AS A DIVERSE BUSINESS\*?  NO  YES

IF YES, UNDER WHAT CATEGORY?

SMALL BUSINESS WOMAN SMALL DIS-MINORITY VETERAN SERVICE DISABLED HUB 8(A)  
ENTERPRISE  OWNED  ADVANTAGED  OWNED  OWNED  VETERAN OWNED  ZONE

IS YOUR COMPANY CURRENTLY CERTIFIED AS A DIVERSE BUSINESS IN ANY STATE OR COUNTY\*?  NO  YES

IF SO, UNDER WHAT CATEGORY? \_\_\_\_\_ WHICH STATE(S) OR COUNTY(IES)? \_\_\_\_\_

**PLEASE SUPPLY A COPY OF YOUR CURRENT CERTIFICATE FOR OUR REVIEW WITH THIS FORM.**

Subcontractor/Professional Service Provider Qualification Form, Cont.

**LEGAL**

HAVE ANY LAWSUITS BEEN FILED BY OR AGAINST YOUR COMPANY IN THE LAST THREE YEARS\*? YES  NO

DOES YOUR COMPANY HAVE ANY UNCOLLECTED JUDGMENTS AGAINST IT\*? YES  NO

HAS YOUR COMPANY:

EVER OPERATED UNDER ANOTHER NAME\*?  YES  NO

EVER FAILED TO COMPLETE A PROJECT\*?  YES  NO

EVER FILED BANKRUPTCY OR RECEIVERSHIP PROCEEDINGS\*?  YES  NO

IF YES TO ANY QUESTION ABOVE, PLEASE EXPLAIN: \_\_\_\_\_

**FINANCIALS**

**RECEIPT OF FINANCIAL INFORMATION ABOUT YOUR COMPANY IS A PREREQUISITE TO AWARD OF ANY CONTRACT.**

**DO YOU AGREE TO SHARE FINANCIAL INFORMATION UPON REQUEST\*?** YES  NO  (ATTACH FINANCIALS)

ARE YOUR FINANCIAL STATEMENTS PREPARED BY A CERTIFIED PUBLIC ACCOUNTANT? YES  NO

CONTACT NAME OF CPA: \_\_\_\_\_ CPA PHONE # \_\_\_\_\_

BANK NAME: \_\_\_\_\_

BANK CONTACT NAME: \_\_\_\_\_ BANK PHONE #: \_\_\_\_\_

TOTAL AMOUNT OF LINE(S) OF CREDIT \$ \_\_\_\_\_ UNUSED PORTION OF LINES OF CREDIT \$ \_\_\_\_\_

AVERAGE SIZE OF CURRENT PROJECT(S)? \$ \_\_\_\_\_ VALUE OF CURRENT WORK ON HAND: \$ \_\_\_\_\_

WHAT WAS YOUR COMPANY'S ANNUAL VOLUME FOR THE PAST THREE YEARS? 2015 \$ \_\_\_\_\_ 2016 \$ \_\_\_\_\_ 2017 \$ \_\_\_\_\_

**TRADE REFERENCES**

1. \*NAME: \_\_\_\_\_ \*CONTACT: \_\_\_\_\_  
\*ACCOUNT NO: \_\_\_\_\_ \*PHONE: \_\_\_\_\_ \*FAX: \_\_\_\_\_  
\*DATE OF ACCOUNT OPENING: \_\_\_\_\_ \*PAYMENT TERMS: \_\_\_\_\_  
\*TWELVE MONTH HIGH: \_\_\_\_\_ \*CURRENT BALANCE: \_\_\_\_\_

2. NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ACCOUNT NO: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
DATE OF ACCOUNT OPENING: \_\_\_\_\_ PAYMENT TERMS: \_\_\_\_\_  
TWELVE MONTH HIGH: \_\_\_\_\_ CURRENT BALANCE: \_\_\_\_\_

3. NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ACCOUNT NO: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
DATE OF ACCOUNT OPENING: \_\_\_\_\_ PAYMENT TERMS: \_\_\_\_\_  
TWELVE MONTH HIGH: \_\_\_\_\_ CURRENT BALANCE: \_\_\_\_\_

4. NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ACCOUNT NO: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
DATE OF ACCOUNT OPENING: \_\_\_\_\_ PAYMENT TERMS: \_\_\_\_\_  
TWELVE MONTH HIGH: \_\_\_\_\_ CURRENT BALANCE: \_\_\_\_\_

**PROJECT EXPERIENCE**

WHAT TYPE OF JOBS DO YOU NORMALLY PERFORM\*? WIND  SOLAR  STORAGE SYSTEM  POWER   
(SELECT ALL THAT APPLY) COMMERCIAL  INDUSTRIAL  GOVERNMENT  HEALTHCARE   
HOSPITALITY  RESIDENTIAL  OTHER  (\_\_\_\_\_)

WHAT IS THE AVERAGE SIZE JOB YOU HAVE PERFORMED OVER THE LAST 3 YEARS? \_\_\_\_\_  
AVERAGE NUMBER OF PROJECTS ANNUALLY? \_\_\_\_\_ HOW MANY CURRENT PROJECTS IN PROGRESS\*? \_\_\_\_\_

**ENERGY PROJECT (WIND, SOLAR, POWER) EXPERIENCE:**

CONSTRUCTION ONLY  ENGINEERING ONLY   
DESIGN/BUILD  OTHER  (DESCRIBE) \_\_\_\_\_



Subcontractor/Professional Service Provider Qualification Form, Cont.

**IF ENGINEERING ONLY AND/OR DESIGN/BUILD WAS MARKED INDICATE TYPES OF DESIGN YOU PROVIDE:**

- CIVIL  IN HOUSE? YES  NO
- ELECTRICAL  IN HOUSE? YES  NO
- MECHANICAL  IN HOUSE? YES  NO
- T&D  IN HOUSE? YES  NO

**PLEASE LIST BELOW ALL ENERGY PROJECTS YOUR FIRM WORKED ON OR PROVIDED SERVICES FOR WITHIN THE LAST TWO (2) YEARS. PLEASE LIST AS MANY DIFFERENT CONTRACTED PARTIES POSSIBLE (OWNER, GENERAL CONTRACTOR ("G.C."), SUBCONTRACTOR ("SUB")). NONE**

1. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_
2. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_
3. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_
4. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_
5. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_

**PLEASE LIST ALL NON-ENERGY PROJECTS YOUR FIRM WORKED ON THAT WE SHOULD KNOW ABOUT:**

NONE

1. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_
2. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_
3. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_
4. NAME OF PROJECT: \_\_\_\_\_ DATE WORK COMPLETED: \_\_\_\_\_  
 APPROXIMATE AMOUNT OF YOUR CONTRACT: \_\_\_\_\_ BONDED? YES  NO   
 NAME OF ENTITY YOU CONTRACTED WITH [OWNER, G.C., SUB]: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTRACTED PARTY REPRESENTATIVE: \_\_\_\_\_  
 FAX: \_\_\_\_\_ NUMBER OF JOBS COMPLETED FOR THIS CONTRACTOR: \_\_\_\_\_

Subcontractor/Professional Service Provider Qualification Form, Cont.

**QUALITY**

DOES YOUR COMPANY HAVE A WRITTEN QUALITY PROGRAM? YES  NO

**IF YES, PLEASE SUPPLY A COPY OF YOUR PROGRAM FOR OUR REVIEW WITH THIS FORM.**

**IS YOUR QUALITY PROGRAM COMPLIANT OR CERTIFIED? (E.G. ISO 9001:2008) YES  NO**

**SAFETY**

PLEASE COMPLETE THE HEALTH AND SAFETY FORM AND INCLUDE OSHA LOGS (NAMES REDACTED), EMR LETTER, AND ANY ADDITIONAL SAFETY DOCUMENTATION

SUBCONTRACTOR'S SAFETY & HEALTH PERFORMANCE DATA				
<b>1 Contractor's Legal Name:</b>				
<b>2 Project Name:</b>				
<b>3 Work Scope (i.e. roads, foundations, tower erection, etc.)</b>				
<b>4 Worker's Compensation Experience Modification Rate (EMR) Data</b>				
<b>4a EMR is (Check One):</b>	<input type="checkbox"/> Interstate Rate	<input type="checkbox"/> Intrastate Rate	<b>Provide a letter from your insurance carrier verifying EMR information</b>	
<b>4b EMR Anniversary Date:</b>				
<b>4c EMR State of Origin:</b>				
<b>4d EMR for past 3 Years:</b>	<b>2015</b>	<b>2016</b>		
<b>5 Work Related Injury/Illness Data</b>				
	<b>2015</b>	<b>2016</b>	<b>2017</b>	
<b>5a Employee Hours Last 3 Years:</b>				
<b>5b Provide the Following Information From Your <u>OSHA Form 300</u> for the Past 3 Years</b>				
	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Provide OSHA Forms 300 (names redacted) and 300A associated with the information entered at left.</b>
<b>Number of Fatalities (Column G):</b>				
<b>Number of Lost Workday Cases (Column H):</b>				
<b>Number of Modified Duty Cases (Column I):</b>				
<b>Number of Other Recordable Cases (Column J):</b>				
<b>Total Number of Recordable Cases From Above:</b>				
<b>Attach a letter of explanation for any work related fatalities listed above.</b>				
<b>6 OSHA Inspection History</b>				
	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Totals</b>
<b>Number of OSHA Inspections:</b>				
<b>Number of "Willful" Violations:</b>				
<b>Number of "Repeat" Violations:</b>				
<b>Number of "Serious" Violations:</b>				
<b>Number of "Other Than Serious" Violations:</b>				
<b>Total Number of OSHA Violations:</b>				
<b>Attach actual agency copies of all citations reported in this section.</b>				
<b>7 Safety Program Information</b>				
<b>Does your company staff projects with dedicated safety professionals?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Does your company require minimum OSHA-10 hr training for supervisors?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Does your company provide and document safety training for project employees?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Does your company conduct documented new employee orientation?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Does your company have a written hazard communication program?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Does your company have a written mandatory substance abuse program?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Does your company conduct documented project safety inspections/audits?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Does your company have a written incident investigation program?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Does your written program provide for Stop Work Authority for all employees?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>8 Organization's Safety Contact Information</b>				
<b>Safety Contact's Name:</b>		<b>Title:</b>		
<b>Phone Number:</b>		<b>e-mail:</b>		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Insurance Agent	CONTACT NAME:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):		E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:		INSURER(S) AFFORDING COVERAGE	
			NAIC #	
INSURED Sample of Insurance Requirement. For Signal Energy, LLC Agreements with Subcontractors/Engineers	INSURER A:	Insurance Company		
	INSURER B:	Insurance Company		
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: SAMPLE CERT SIGNAL ENERGY REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			TBD	DATE	DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TBD	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			TBD	DATE	DATE	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	DEDUCTIBLE RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TBD	DATE	DATE	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	If Erection Services provided Riggers Liab.			TBD	DATE	DATE	\$2,000,000 each occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
If Engineering/Design Services provided: Professional Liability: Policy Number, name of insurance company, eff. date, exp. date, limits: \$5,000,000 each occurrence, \$5,000,000 aggregate.  
Project name: Signal Energy, LLC is listed as additional insured with respect to general liability insurance.  
Waiver of Subrogation in favor of Signal Energy, LLC with respect to Workers compensation.

CERTIFICATE HOLDER  (423) 855-6857  Signal Energy, LLC 2034 Hamilton Place Blvd Suite 400 Chattanooga, TN 37421	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Mark Brock/NICOLE