

## **Master Services Agreement**

This Master Services Agreement (“Agreement”) is made this 17 day of December 2025 (“Effective Date”), by and between National Energy Control, LLC, an Ohio Corporation with a place of business located at 8361 Broadwell Rd STE 103 Cincinnati, OH (“Company”) and the City of Bexley with a place of business located at 2242 E Main Street (“Customer”) (collectively “Parties”).

WHEREAS Company is in the business of providing turnkey design Energy Efficiency / Carport/ Solar PV including professional installation and project management.

WHEREAS Customer desires to engage Company to build a 175KW Roof Mounted Solar Array based on the terms and conditions set forth in this Agreement for a purchase price of \$437,500. The installation of the system will be scheduled upon mutual consent.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree, as follows:

### **1. Term**

1.1 Unless terminated earlier as provided herein or extended by mutual written agreement of the Parties, this Agreement shall commence on the Effective Date and automatically terminate upon the completion of the Services including any warranty periods.

### **2. Description of Services to be Performed and Equipment to be Installed**

2.1 Pursuant to the terms hereof, Customer hereby agrees to retain Company as an independent contractor, and Company agrees to be retained to perform the Services for Customer as set forth in **Exhibit A**, attached hereto which is incorporated herein by reference and be made a part hereof.

### **3. Change in Scope of Services**

3.1. The Parties agree that the time and manner of performance of the Services, including, but not limited to, installation means, techniques, sequences and procedures, shall be determined by Company, in its sole discretion and judgment as an independent contractor.

### **4. Compensation; Grant of Security Interest**

4.1. In consideration for the performance of the Services, Customer shall compensate the Company as specified in **Exhibit B** attached hereto which is incorporated herein by reference and be made a part hereof.

### **5. Responsibilities of Respective Parties**

5.1. Company shall be responsible for such permits, licenses and inspections as are necessary for its performance of the Services including solar installation inspection to validate roof warranty.

5.2. Customer shall provide to Company, its contractors and subcontractors, without charge, such access to the Premises and space therein, as is reasonably necessary for the performance of Services,

including, but not limited to providing enough areas for staging, mobilization, storage, installation and operation of equipment and performance of the Services. The Parties shall mutually agree to the hours of the day during which the Services shall be performed. However, Customer agrees that it will not restrict Company's access and right to undertake actions to rectify any emergency condition that may exist.

5.3. If the entire Premises or any part of the Premises or any estate therein, or any other part of the building materially affecting the performance of the Services, is proposed to be taken or is taken by eminent domain, then Company may, at its option, without penalty, suspend the Services pending the resolution of the matter or may upon written notice to Customer, terminate this Agreement. Upon said termination, the Parties shall proceed in accordance with Section 11.2.

## **6. Liaison**

Each Party will appoint a person or persons as its liaison who shall act on behalf of their company and shall have enough position, experience, expertise, and authority within their respective companies, to effectively work within their company, as well as the authority to make decisions and provide instruction, direction and feedback. These persons shall be responsible for working together and setting expectations and success criteria for each of the Services.

## **7. Inspection and Acceptance**

7.1. **Substantial Completion.** Upon Substantial Completion of Services as determined by the Company, the Company shall present Customer with a proposed Certificate of Substantial Completion, as set forth in **Exhibit C** attached hereto. Substantial Completion will allow for a partial payment to the Company of the balance due for completed Services.

7.2. **Final Completion and Acceptance.** Upon completion of Services as determined by Company, Company shall present Customer with a proposed Certificate of Final Completion in the form set forth in **Exhibit D** attached hereto. Customer shall have fifteen (15) days from the date of the proposed Certificate of Final Completion to inspect the Remaining Services and determine whether they have been performed in accordance with this Agreement and raise reasonable objections and propose amendments to the Certificate of Final Completion. Said objections and amendments by Customer shall specifically and particularly state the deficiencies if any in the Remaining Services. The Parties shall act in good faith with respect to said objections and amendments. If Customer fails to act within said fifteen (15) day period, the Certificate of Final Completion, the Remaining Services, and the Services shall be deemed accepted by Customer as reflected on Exhibit D attached hereto.

## **8. Intellectual Property**

As between Company and Customer, all work product which is furnished by Company in connection with this Agreement shall be the sole and exclusive property of Customer. Notwithstanding anything to the contrary contained in this Agreement, work product shall not include Company Background Intellectual Property. Company Background Intellectual Property means all inventions, processes, methodologies, patents, patent applications, know-how, trade secrets, design rights, works, and other proprietary rights relating to intangible property that (a) is the property of or licensed to Company,

including prior knowledge, background information, ideas, concepts, methodologies, and procedures, prior to the commencement of Services, or (b) is independently developed or acquired by Company outside the scope of this Agreement.

## **9. Insurance**

9.1. Company and/or Company Subcontractors shall maintain at its own cost such policy or policies of insurance with insurers of repute as will give the Company cover in relation to potential liabilities and obligations under the provisions of this Agreement, such cover to be:

**9.1.1.** Commercial General Liability in a sum of not less than One Million Dollars (\$1,000,000.00) with Customer added as an additional Insured.

**9.1.2.** Workers' Compensation in compliance with statutory limits

## **10. Representations and Warranties**

10.1. Each Party represents and warrants that it has full power and authority to enter into this Agreement and this Agreement has been duly authorized and is a valid and binding agreement and obligation of that Party, enforceable against it in accordance with its terms. Each Party is not restricted or prohibited contractually or otherwise from entering into and performing each of the terms and covenants contained in this Agreement, nor is that Party's execution and performance of this Agreement, a violation or breach of any other agreement to which that Party is a party, and no consent or approval of any third party is required by virtue of the execution hereof by each Party or the consummation of any of the transactions contemplated herein by it except consent of Customer's lender and approval of any program financing.

10.1.1 Company represents it has vetted the contractors, products and processes and fully recommends such to Customer as suitable for Customer's intended use.

10.2. Customer further represents and warrants as follows:

**10.2.1.** that it is the lessee of the Premises and/or has the requisite authority to permit Company to perform the Services set forth herein.

**10.2.2.** that all information and documents provided by it to the Company are accurate, complete, non-infringing and true in all material respects.

**10.2.3.** that to Customer's best knowledge Customer has relied on Company's advisors and the Customer has complied with all applicable federal, state and local statutes, ordinances, rules, and regulations relative to its entering into this Agreement, including, but not limited to any applicable competitive bidding requirements.

## **11. Termination and Effect Thereof**

11.1. In addition to other termination rights set forth in this Agreement, either party shall have the right to terminate this Agreement if:

**11.1.1.** the other party materially breaches any term or condition of this Agreement, including, but not limited to, the payment of Compensation, and fails to cure such breach within thirty (30) days after written notice of the same.

**11.1.2.** the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

**11.1.3.** the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

**11.2.** Upon any termination of this Agreement, Company's obligation hereunder shall cease as of date of the triggering event and any and all payment obligations of Customer (including, but not limited to, payment for portion of Services already performed, equipment and material already furnished, specifically manufactured or non-stock items whether or not furnished, and such items which cannot be returned or are the subject of firm commitment) which have accrued as of any expiration or termination of the Agreement shall become due and payable immediately.

## **12. Warranty**

Subject to payment in full of the Total Contract Price: (a) Company warrants that for a period of two years from the date of Final Completion (the "Warranty Period"), the Services shall be substantially free from defects in workmanship; (b) Company will transfer manufacturers' warranties, if any, to Customer; and (c) *Company warrants that the Solar array will operate in accordance with the design capabilities for such systems and improvements and that company will correct any deficiencies which occur within the period of two years from the date of final completion at no cost to customer. The following Warranty & Services Agreements are included:*

- *13-Year Operations & Maintenance ("O & M") Agreement for the Solar Array.*
- *Roof Mount Racking system – 25-year warranty*
- *Tier 1 PV Modules 25-year warranty (Subject to change depending on availability)*
- *Tier 1 Inverter(s)*
- *Five-Year Limited Workmanship and Installation Warranty for the Solar Array installation.*

**13. Company Confirmation.** Company hereby confirms and warrants to Customer that all the necessary equipment: (a) was duly delivered to Customer at the location specified; (b) has been received, inspected and determined to be in compliance with all applicable specifications.

## **14. Indemnification**

*Company shall hold harmless, defend and indemnify Customer and its affiliates and their respective officers, directors, stockholders, employees, insurers and agents from and against any and all loss, cost, liability, claim cost and expense, including but not limited to attorneys' fees and costs of investigation, arising out of Company's negligent actions or failures to act or in connection with a material uncured breach of this Agreement by Company.*

### **15. Disclaimer of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, REVENUE, USE, OR DATA WHETHER SUCH DAMAGES ARE CLAIMED IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE USE, RELIANCE UPON, OR PERFORMANCE OF ANY RECOMMENDATIONS MADE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO OR IN CONNECTION WITH THIS AGREEMENT SHALL EXCEED EIGHT HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$872,500).

### **16. Independent Contract Agreement**

It is understood and agreed that the Company's relationship with Customer is that of an independent contractor and it shall not be construed to be that of an employee, agent or partner of Customer for any purpose whatsoever. This Agreement shall not be construed as creating a joint venture or partnership between the Parties.

### **17. Force Majeure**

Company shall be excused from performance hereunder for any period and to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by the Customer or an act of God, natural disaster, war, civil disturbance, court order, labor dispute, third-party non-performance, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment ("Force Majeure Event"), and such past-performance and/or non-performance will not be a default hereunder of Company or a ground for termination hereof by the Customer. In the case of such a Force Majeure Event, Company shall have the right, in its sole discretion, to (a) proceed with a Change Order pursuant to Section 3 – Change in Scope of Services or (b) terminate this Agreement, without penalty to Company and proceed in accordance with Section 11.2.

### **18. Miscellaneous**

This Agreement shall be governed by the substantive laws of the State of Ohio without regard to its conflict of laws principles. Customer may not assign the Agreement without prior written consent of Company and any attempted assignment without such consent shall be null and void notwithstanding the foregoing. Company will not unreasonably withhold or deny such consent. Company reserves the right to engage the services of the employees of any one or more of its affiliate companies and other subcontractors as needed to perform the Services hereunder. Any claim or dispute between Company and Customer that arises in whole or in part from this Agreement shall be decided exclusively by a court of competent jurisdiction located in Ohio. The Agreement shall constitute the entire agreement between Company and Customer concerning the subject matter hereof and may not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. If any provision of the Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such

provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect. No waiver of any term of the Agreement shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under the Agreement shall not constitute a waiver of such right or provision. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.

**National Energy Control, LLC (NEC)**

Signature: \_\_\_\_\_  
Name: Rick Wooliver  
Title: President  
Date: \_\_\_\_\_

**City of Bexley Ohio**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A: Description of Services

1) Customer Premises where Services will be performed:

Bexley Police Department

559 N. Cassingham Road; Bexley, Ohio 43209

2) Final Completion Date: No later than 150 days from signing the contract the Company shall have designed and substantially completed installation of the Equipment and performance of the work and Services described herein.

3) Services & Equipment to be furnished and installed

- 175kW PV Roof Mounted Solar Array
  - 175 kW solar array
  - Annual production of \_\_\_\_ kWh (\_\_\_\_). NEC will guarantee 100%.
    - Tier 1 PV Modules
    - Tier 1 Inverter(s)
    - Carport Mount Racking system
    - Balance of System (electrical components, wiring, etc.)
  - Installation and Project Management
  - 13-Year Operations & Maintenance Agreement included

Exhibit B: Compensation

PROJECT: SOLAR CARPORT AS DESCRIBED ON EXHIBIT A

Payment #	Invoice Schedule	Payment Date	Payment Amount
1	Project Deposit	Upon Contract Signing	\$
2	Upon Delivery of Material	Net 30	\$
3	Completion of Installation	Net 30	\$
<b>Total</b>			<b>\$</b>

**National Energy Control, LLC (NEC)**

Signature: \_\_\_\_\_

Name: Rick Wooliver

Title: President

Date: \_\_\_\_\_

**City of Bexley, Ohio**

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



EXHIBIT C: CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

Project Name: Bexley Police Department Solar Carport

Date Certificate submitted to Customer: \_\_\_\_\_

The Services performed pursuant to the ("Agreement"), by and between ("Customer") and National Energy Control, as of the above date, have been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion and Acceptance is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) (5) calendar days after the date noted above as the date this Certificate is submitted to Customer.

**National Energy Control, LLC (NEC)**

**City of Bexley, Ohio**

Signature: \_\_\_\_\_  
Name: Rick Wooliver  
Title: President  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_