

PERFORMANCE CONTRACT

PARTIES: Nexus Solutions, LLC (Nexus)
10 West Mifflin Street, Suite 210
Madison, Wisconsin 53703

School District of Manawa (Client)
800 Beech Street
Manawa, Wisconsin 54949

AGREEMENT DOCUMENTS: In addition to the terms and conditions of this Performance Contract, incorporated into this Agreement are the following:

- Schedule 1: Scope of Work Schedule
- Schedule 2: Savings Guarantee Schedule
- Schedule 3: Technical Services Agreement
- Schedule 4: Price and Payment Terms Schedule
- Schedule 5: Project Schedule

- 1. SCOPE OF THE AGREEMENT.** Nexus agrees to design and install measures of improvement for the Client as more specifically provided in Schedule 1: Scope of Work. As a part of its work, Nexus will provide to Client the Savings Guarantee as outlined in Schedule 2. In addition, to the extent selected by Client, Nexus will provide the Services identified in Schedule 3: Technical Services Schedule. The Services will include those Services needed to monitor, measure, and achieve the identified and agreed upon Project Savings, included in and subject to the terms of the Savings Guarantee. The Client agrees to comply with its obligations under this agreement, and to take other reasonable actions that are necessary to achieve the Project Savings. Nexus shall supervise and direct the work delineated in the Scope of Work Schedule (the "Work") and the services outlined in the Technical Services Schedule (the "Services") and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work and Services under this Agreement. Nexus shall pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work and Services. The Client will make payments to Nexus in accordance with the terms and conditions of the Price and Payment Terms: Schedule 4.
- 2. COMMENCEMENT DATE.** This Agreement shall begin on May 1, 2016 (the "Commencement Date"). If no Commencement Date is identified, the Commencement Date shall be the Effective Date of this Agreement. If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. The work shall be completed in accordance with the Project Schedule which will be agreed upon by the parties and attached hereto as Schedule 5. The Work in each phase shall be completed by the Substantial Completion Date, which shall be the earlier of:
 - (a) the date on which the Client executes a Certificate of Substantial Completion for the particular phase; or
 - (b) The date of completion for each particular phase as outlined in the Project Schedule, subject to adjustments as set forth in Paragraph 3 below.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Substantial Completion Dates shall apply to each phase or individual project. Substantial Completion means that Nexus has provided sufficient materials and services to achieve the basic intent of the scope of work for that phase. The Services shall commence on the final Substantial Completion Date and shall continue for the time period outlined in Schedule 3. The Guarantee Term of the Savings Guarantee (see Schedule 2) shall coincide with the term of the Services Schedule (see Schedule 3). Because the continued work under this Agreement is essential to achieving the Savings Guarantee, any termination of this Agreement prior to the expiration of the Guarantee Term, or any material breach by the Client shall also terminate the Savings Guarantee.

- 3. DELAYS.** If Nexus is delayed in the commencement or completion of the Work and/or Services by causes beyond its control and without its own fault or negligence, including but not limited to inability to access property, fire, flood, labor disputes, unusual delays in deliveries, abnormal adverse weather conditions, acts of God, acts of war and acts of terrorism or by failure by the Client to perform its obligations under the Performance Contract and Schedules or failure by the Client to cooperate with Nexus in the timely completion of the Work, then Nexus shall provide written notice to the Client of the existence, extent of, and reason for such delays. An equitable adjustment in Substantial Completion Date, Payment Terms and Savings Guarantee shall be made as a result.
- 4. ACCESS.** Client is responsible to provide Nexus, its subcontractors and/or its agent's reasonable and safe access to all facilities and properties that are in the Client's control which are subject to the Work and Services contained in this Agreement. Client further agrees to assist Nexus, its subcontractors and/or its agents to gain access to facilities and properties that are not controlled by the Client which are subject to the Work and Services contained in this Agreement. An equitable adjustment in Substantial Completion Date, Payment Terms and Savings Guarantee shall be made as a result of any failure to grant such access.
- 5. CERTIFICATE OF SUBSTANTIAL COMPLETION.** Upon substantial completion of the Work, Nexus shall present to the Client a Certificate of Substantial Completion for the Client's signature. Client shall review and sign the Certificate of Substantial Completion within 5 days of the date it is presented by Nexus. If Client objects to the contents or disagrees that the certificate should be issued, then Client shall list its objections to Nexus in writing. The Certificate of Substantial Completion to be executed by the Client shall include:

 - a. an acknowledgement by the Client of the buildings or Improvement Measures substantially completed and the Substantial Completion Date for each building or Improvement Measure;
 - b. an acknowledgment by the Client of receipt of manuals and training provided by Nexus under the Agreement;
 - c. an acknowledgement by the Client of the warranty start date, measurement and verify start date and warranty period;
 - d. a punch list of items remaining to be completed by Nexus and,
 - e. an acknowledgement by the Client that
 - (i) changes of fire or alarm control points may significantly alter a life safety system, and contribute to a dangerous or life-threatening situation.
 - (ii) changes to fire or alarm points may also require approval of local fire authority; changes to other control points may be linked to the life safety system and affect it; and after each such change, the life safety system should be exercised to see that its integrity has not been violated and it functions properly, as was intended.

- (iii) Nexus does not warrant against fire alarm system malfunction caused by improper use, misuse or wrong entry of data by the Client, and Nexus shall not be liable for situations or damages that are the direct result of user-generated databases.

6. TAXES, PERMITS, AND FEES. As a part of the Contract Price, Nexus shall be responsible for obtaining all permits and related permit fees associated with the Work and Services. Nexus shall pay sales (but only to the extent necessary) , consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. The Client shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable. Nexus makes no representations regarding the tax implications or Client's accounting treatment of this Agreement.

The Client is exempt from payment of sales or use tax on all materials and equipment it purchases in accordance with the requirements of the Wisconsin Statutes and the Wisconsin Department of Revenue. The Client shall issue separate purchase orders to suppliers to purchase all materials and equipment to be used in the Work which are suitable for tax-exempt purchase ("Direct-Purchased Materials"), as identified by Nexus and agreed upon by Client. The cost of the Direct-Purchased Materials shall be deducted from the Contract Price (in an amount equal to that included in the original bids). Direct-Purchased Materials shall be purchased in accordance with the following procedures (or other procedures as may be agreed upon by the Client and Nexus):

- .1 The Client wishes to take advantage of its tax-exempt status, and Nexus agrees to use its best efforts to assist Client in identifying equipment and/or material for construction which may be suitable for tax-exempt purchase, to assist the Client in preparing purchase orders for the purchase of such materials, and to review invoices from suppliers for payment by Client.
- .2 The Client shall cause the Direct-Purchased Materials to be delivered to the jobsite and Nexus shall accept delivery as the Client's agent. When the Direct-Purchased Materials are delivered to the job site, Nexus shall promptly inspect them and bring any defects therein to the attention of the Client. Nexus shall assist in contacting the supplier in an effort to correct or adjust any defect.
- .3 Nexus shall have the responsibility to receive, inspect, store, and protect Direct-Purchased Materials prior to installation of the materials and equipment.

7. WARRANTY. Nexus warrants that materials and equipment furnished by Nexus will be of good quality and new and comply with the plans and specifications agreed upon by the parties; that the Work will be installed in a good and workmanlike manner; and that the Work will conform to applicable laws and the requirements of the Agreement Documents. Nexus warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one year from the Substantial Completion Date, including a warranty that all equipment has been installed consistent with all specifications required to maintain the validity of any manufacturer's warranty. Upon receiving written notice from the Client, Nexus shall, at its option, repair or replace the defective Work. These warranties do not extend to any Work that has been abused, altered, misused, or repaired by or on behalf of the Client without the supervision of and prior written approval of Nexus; or if Nexus serial numbers or warranty date decals have been removed or altered by the Client. The Client must promptly report any failure of the Equipment to Nexus in writing. All replaced Equipment or parts become Nexus's property.

THESE WARRANTIES ARE THE ONLY EXPRESS WARRANTIES AND ARE IN LIEU OF ANY IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. ANY OTHER IMPLIED WARRANTIES ARE SPECIFICALLY WAIVED.

Client understands that Nexus is a provider of services under this Agreement. Nexus shall not be considered a merchant or a vendor of goods. The Client shall, in addition to Nexus' warranties under this Agreement, receive the benefits of any manufacturer's warranties covering the equipment.

- 8. CLEANUP.** Nexus shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, Nexus shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. On a daily basis, Nexus shall tidy up the work area to remove any hazards, tools, and rubbish from the area. Nexus acknowledges that the Work is being performed in schools and as such, there is an increased need to maintain a clean and safe work area. Client shall notify Nexus if Client believes that the work areas are not maintained in an acceptable manner, and if Nexus does not take appropriate action to resolve the concern, Client may clean-up such areas and deduct the cost of doing so from any amounts due and owing to Nexus.
- 9. SAFETY.** Nexus shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work or Services. Nexus shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property.
- 10. HAZARDOUS MATERIALS.** Except to the extent specifically noted in Schedule 1 as a part of the Scope of Work, Nexus and its subcontractors assume no responsibility for and undertake no obligations with respect to the identification, abatement, cleanup, control, removal, transportation or disposal of hazardous materials or substances, including but not limited to asbestos, lead, or PCBs, in or on the premises in which Nexus will be required to perform Work. The Client warrants and represents that, to the best of the Client's knowledge, Client's building contains no asbestos, lead, PCBs or other hazardous materials that will in any way affect Nexus's Work. Should Nexus become aware of or suspect the presence of asbestos, lead, PCBs or other hazardous materials which may affect its work, Nexus shall stop work in the affected area immediately and notify the Client. The Client will have the option of (i) taking the necessary actions to correct the condition in accordance with all applicable statutes and regulations, or (ii) terminating this Agreement. The Client agrees to assume responsibility for and to indemnify, defend and hold Nexus and its subcontractors harmless against any claims arising out of or relating to the presence of asbestos, lead PCBs or other hazardous materials in the Client's buildings unless such claims arise out of or relate to Nexus' or its subcontractors' failure to comply with the terms of this Agreement.

11. INSURANCE. Prior to commencing the Work, Nexus shall provide a certificate of insurance to Client showing the insurance coverages Nexus carries, and Nexus shall maintain such insurance in full force and effect at all times until the Work and Services have been completed, in the following minimum amounts:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance.	\$1,000,000 One Occurrence \$2,000,000 Each Aggregate
Commercial Automobile Liability Insurance	\$500,000

The Client shall be responsible for obtaining builder's risk insurance in the amount of the project and shall assume full responsibility for any risk of loss to the Work to the extent covered by such insurance. Nexus and its subcontractors shall be named as additional insureds on the builder's risk policy or endorsement. Upon request, Client will provide Nexus with a copy of the builder's risk policy or endorsement. The Client shall also be responsible for the expense of additional insurance coverage or limits if the Client requests such insurance in excess of the limits normally carried by Nexus. In the event that the Client does not provide builder's risk insurance, or endorse its property policy to provide builder's risk coverage, then Nexus may procure the builder's risk coverage and include the cost of the coverage in the Project Cost.

The Client and Nexus waive all rights against each other and any of their subcontractors, subconsultants, sub-subcontractors, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Client as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

12. INDEMNITY. The Client assumes all risk and liability for the use, operation, and storage of the equipment, and for injuries or death to persons or damage to property arising out of the use, operation, or storage of the equipment, except for any injuries or death to persons or damage to property caused by the negligence or intentional misconduct of Nexus, its employees, agents or assigns.

Nexus shall indemnify and hold harmless the Client, its employees, agents, and assigns from and against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to the Work, the Services, any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialman. Nexus and the Client agree that each party shall be responsible only for such injury, loss, or damage caused by its own intentional misconduct or the negligent act or omission and the intentional misconduct or negligent act or omission of its employees, agents and assigns. The obligations of Nexus and of the Client under this paragraph are further subject to paragraph 13 below.

13. LIABILITY AND FORCE MAJEURE. Nexus shall not be liable under this Agreement in an amount in excess of its primary general comprehensive policy limits. Except for the payment obligations hereunder, Client

shall not be liable under this Agreement in an amount in excess of its primary general comprehensive policy limits. Neither Nexus nor the Client will be responsible to the other for any special, indirect, or consequential damages arising in any manner from the Work or Services. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of Government agencies; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of parts, materials or supplies. If this Agreement covers fire safety or security equipment, the Client understands that Nexus is not an insurer regarding those services. Nexus shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.

- 14. NEXUS' PROPERTY.** Other than Equipment specifically purchased by Client as outlined in the Schedules, all test equipment, software, tools, and associated media remain the exclusive property of Nexus. The Client agrees that they have been placed on the site to allow Nexus to perform the Work and Services but that they will be returned to Nexus at the end of the Guarantee Term or upon Termination of this Agreement. The Client agrees to allow Nexus personnel and/or Nexus authorized subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed.
- 15. DISPUTES.** If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be submitted to mediation before a mediator jointly agreed to by the parties. The parties will equally split the costs of the mediation. If mediation is unsuccessful, the complaining party may then file litigation in a court of competent jurisdiction.
- 16. MODIFICATIONS.** Additions, deletions, and modifications to this Agreement may be made upon the mutual agreement of the parties in writing. The parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the Client. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services.
- 17. NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail to Nexus Solutions, LLC at the address listed on page 1 of this Performance Contract and to Client at the address listed on page 1 of this Performance Contract.
- 18. ENVIRONMENTAL CREDITS AND TAX DEDUCTIONS.** Any and all credits, allowances, or other similar tangible or intangible property rights created by or resulting from improvements in the emission or pollution characteristics of Client's facilities and operations caused by implementing Nexus's products or services provided under this Performance Contract ("Environmental Credits") shall be the sole property of Nexus, and Client agrees to execute any and all certifications, assignments, or other documents reasonably required by Nexus to create, convey, or perfect Nexus's rights in such Environmental Credits. Nexus shall have the right to trade, sell, or use these Environmental Credits in its sole discretion and without the approval of Client.

Client and Nexus recognize that the designer under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. Client and Nexus agree and recognize that Nexus will be the designer of this project for purposes of the §179D deduction. Client will cooperate with Nexus in completing the paperwork and certifications necessary to allow Nexus to claim any §179D or other energy efficient commercial buildings tax deduction.

19. PROVISION OF UTILITY BILLS. As part of its services and monitoring of the Savings Guarantee, Nexus must have continual access to all of the Client's Utility Bills. During the term of this Agreement, Client shall provide the Utility Bills or requested reports for all buildings and locations covered by this Agreement to Nexus within five (5) days of Client receipt of those Utility Bills. The Utility Bills shall where possible be transmitted by email to the address provided by Nexus. If email transmittal is not possible, they will be transmitted by another means agreeable to both Nexus and the Client. Utility Bills shall include, but not limited to, energy, telecommunications, water, wastewater, sewerage and other utility bills for the buildings in which the Work is performed to the extent deemed useful in the management of this Agreement by Nexus. If the Client does not provide the requested utility bills for four consecutive months, and such failure continues for ten (10) business days after receipt of written notice from Nexus regarding the same, Client accepts and acknowledges that Nexus may at its sole option cancel the Savings Guarantee as described on Schedule 2. In the event Nexus cancels the Savings Guarantee as provided herein, all of Nexus's obligations under the Savings Guarantee during the Guarantee Term shall be deemed to have been met as of the cancellation date, and Nexus shall have no further obligations to the Client pursuant to the Savings Guarantee.

20. PAYMENT AND PERFORMANCE BONDS. Nexus will provide to Client separate performance and labor and material payment bonds, each in the sum of 100% of the Contract Price. Notwithstanding anything contained in this Contract to the contrary, the bonds identified in this Contract, and the surety's liability thereunder, shall not cover the Savings Guarantee as outlined in Schedule 2. It is expressly understood and agreed that any liability arising from Schedule 2 is expressly excluded from the coverage under the bonds.

21. ADDITIONAL TERMS.

- A. Any failure of either party to require strict performance by the other, or any waiver by either party of any requirement under this Agreement, shall not be deemed to be a consent to or a waiver of any subsequent failure or breach by the other party.
- B. If any provision of this Agreement is invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.
- C. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- D. This Agreement is the full Agreement between Nexus and the Client as of the date it is signed. All previous conversations, correspondence, agreements, or representations related to this Agreement (including any Project Development Agreement) are not part of the Agreement between Nexus and the Client and are superseded by this Agreement.
- E. This Agreement shall be construed in accordance with the laws of the state of the location of the Project.
- F. If there is more than one Client named in this Agreement, the liability of each shall be joint and several.

Dated: June 20, 2016

NEXUS SOLUTIONS, LLC:

Signature: _____

Printed Name: Michael J. David

Title: Director of Business Development

CLIENT:

Signature: _____

Printed Name: Joanne Johnson

Title: Board President

Signature: _____

Printed Name: _____

Title: Board Clerk

SCOPE OF WORK

SUMMARY OF WORK: The following summarizes the Work to be provided by Nexus under this Agreement, as further defined below:

This project includes the following services:

1. Design and construction documents as required to implement each building improvement measure.
2. Construction management services as required for turnkey installation completed in a professional and workmanlike manner.
3. Installation of the proposed improvements.
4. Guarantee control documents to established agreed-upon baselines for each facility.
5. All management services required to ensure that the improvements will perform as designed.
6. Guaranteed compliance with all life safety upgrade codes is not part of this Agreement.
7. The improvements made by Nexus shall be in compliance with indoor air quality standards, but compliance with all indoor air quality standards by the Client is not part of this Agreement.
8. Asbestos removal/abatement and/or testing is not part of this Agreement.

Dated: June 20, 2016

NEXUS SOLUTIONS, LLC:

Signature: _____

Printed Name: Michael J. David

Title: Director of Business Development

CLIENT:

Signature: _____

Printed Name: Joanne Johnson

Title: Board President

Signature: _____

Printed Name: Charles Hebert

Title: Board Clerk

Manawa School District Scope of Work
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ES- DM-1 Roofing Repair – Elementary School

- Repair and replace shingles at various locations (approximately 200 sq. ft.)
- Remove and Replace 130 LF base flashing with proper terminations

ES-DM-2&3 Roof Replacement – Elementary School

- Remove the existing asphalt shingles
- Provide ISO insulation on roof deck
- Provide standing seam metal roof system
- Repair loose flashing approximately 1,250 Linear Feet

HS-DM-1 Roofing Repair – Middle/High School

- Remove and Replace 164 LF base flashing with proper terminations
- Patch and Repair 11-20 t-joints and/or corners where required
- Clean drains of dirt and debris.
- Redistribute ballast
- Repair and replace shingles at various locations

ES-ES-1 AHU Reprograming - Elementary School

- Review and reprogram AHUs for proper operation

ES-ES-3 Mechanical Upgrades - Elementary School

Chiller Control Board

- Replace the chiller control module.
- Removed the old board and install the new display/Board.
- Reset disconnect and verified operation.
- Service and user settings, and verified set points are not at defaults
- Installed canvas over the display screen to prevent the new display from damage

Boiler Repair

- Boiler tear down and clean all of the parts
- Visually inspected the fire box, and clean the fire tubes
- Boiler tune-ups, including combustion efficiency test
- Domestic hot water pump that needed to be replaced
- Installed a new #1 boiler controller, adjusted the set point to 170F, which is the same as boiler #2.

SAVINGS GUARANTEE SCHEDULE

1. **DEFINITIONS.** The following terms are defined for purposes of this Schedule as follows:

Project Savings are the Measured Project Savings, plus the Non-Measured Project Savings.

Annual Guaranteed Project Savings are the portion of the Total Guaranteed Project Savings to be achieved in any one year of the Guarantee Term, calculated and adjusted as set forth in this Schedule.

Annual Project Savings are the Project Savings achieved for any one year of this Agreement.

Project Savings Surplus is the amount by which the Annual Project Savings exceed the Annual Guaranteed Project Savings in any one-year of the Guarantee Term.

Project Savings Shortfall is the amount by which the Annual Guaranteed Project Savings exceeds the Annual Project Savings in any one-year of the Guarantee Term.

Guarantee Term is the term of this Savings Guarantee. As outlined in paragraph 2 of this Agreement, the Guarantee Term shall coincide with the term of Services and shall be 12 months from the Substantial Completion Date, unless terminated earlier, or extended pursuant to Exhibit 1.

Installation Period means the period between the Commencement Date and the first day of the month following the Substantial Completion Date. For purposes of the annual reconciliation, Project Savings achieved during the Installation Period shall be considered Project Savings achieved during the first year of the Guarantee Term.

Measured Project Savings are achieved and calculated as set forth in paragraph 3, Reconciliation, of this Schedule.

Non-Measured Project Savings are the Project Savings that have been agreed by the parties will be deemed achieved on the Substantial Completion Date and are set forth in Exhibit 2 of this Schedule. Nexus and the Client agree that Non-Measured Project Savings may include, but are not limited to, future capital or operational costs avoided as a result of this Agreement.

Total Guaranteed Project Savings are the Total Guaranteed Project Savings to be achieved as calculated and adjusted as set forth in this Schedule, Exhibit 1.

Total Project Savings are the Project Savings achieved during the entire term of this Agreement.

Equipment is the product(s) installed by Nexus, its subcontractors and/or its agents as outlined in Schedule 1 (Scope of Work).

Service is the scope of work provided by Nexus, its subcontractors and/or its agents as outlined in Schedule 3 (Service Schedule).

Base Line is the mutually agreed upon calculated figures and/or usage amounts that reflect existing conditions and assumptions as set forth in Schedule 2, Exhibit 4.

2. **GUARANTEE.** Subject to the terms and conditions of this Agreement, Nexus guarantees that the Client will achieve \$978,917 of Total Guaranteed Project Savings during the Term of the Agreement.
3. **RECONCILIATION.** Within 60 days after the Substantial Completion Date, or earlier if otherwise specified in this Performance Contract, Nexus will calculate the Project Savings achieved during the Installation Period, using the methods approved by Client and defined in the Exhibits to this Schedule, and advise the Client of the amount of such Project Savings. The frequency and the methods of

reconciliation to be used during the Guarantee Term have been approved by the Client at the time that this Agreement was executed and are defined in the Exhibits attached to this Schedule. Except by mutual agreement of the parties, no changes to the frequency or methods of reconciliation may be made during the Installation Period or Guarantee Term.

Client agrees and acknowledges that Nexus shall not be responsible for the achievement of Non-Measured Project Savings, as the actual realization of those Non-Measured Project Savings is not within Nexus's control. Client acknowledges that it has evaluated sufficient information to believe that the Non-Measured Project Savings will occur. As a result, Non-Measured Project Savings shall not be measured or monitored at any time during the Guarantee Term, but rather shall be deemed achieved on the Substantial Completion Date.

- 4. CHANGES IN USE.** The Client agrees to notify Nexus, within five (5) business days, of any actual or intended change, whether before or during the Guarantee Term, in the use of any facility or equipment to which this Schedule applies, or of any other condition arising before or during the Guarantee Term, that reasonably could be expected to change the amount of Project Savings to which this Schedule applies. Such a change or condition would include, but is not limited to: changes in the primary use of any facility; significant changes to the hours of operation of any facility; changes or modifications to the Equipment or Services provided under this Agreement; failure of the premises to meet local building codes; changes in utility suppliers, method of utility billing, or method of utility purchasing; improper maintenance of the Equipment or of any related equipment; changes to the equipment or to any facility required by changes to local building codes; material increases or changes in production or use of the facility, or additions or deletions of equipment at any facility. Such a change or condition need not be identified in the Base Line in order to permit Nexus to make an adjustment to the Base Line, however, any such adjustment shall remain subject to Client's reasonable review and approval. If Nexus does not receive the notice within the time period specified above and travels to either the Client's location or the project site to determine the nature and scope of such changes, Client agrees to pay Nexus, in addition to any other amounts due under this Performance Contract, the applicable current hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all out-of-pocket expenses, including travel costs. It shall also be the responsibility of the Client to provide and install sub meters on all utilities on all new construction and/or additions as deemed necessary by Nexus.

Upon receipt of such notice, or if Nexus independently learns of any such change or condition, Nexus shall calculate and send to the Client a notice of adjustment to the Base Line to reflect the impact of such change or condition, and the adjustment shall become effective as of the date that the change or condition first arose. Should the Client fail to provide Nexus with notice of any such change or condition, Nexus may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition and such estimates shall be conclusive. All changes to the Base Line shall remain subject to Client's reasonable review and approval.

- 5. PROJECT SAVINGS SURPLUSES OR SHORTFALLS.** If the verified portion of the Annual Project Savings as determined in the first year is less than the Annual Guaranteed Project Savings for that year, Client is entitled to the full benefit of the Annual Guaranteed Project Savings, and Nexus may apply the Project Savings Shortfall against any unpaid balances from the Client then existing under the Agreement. If there are any remaining amounts, Nexus may either: (1) pay to the District an amount equal to the shortfall in the Annual Guaranteed Project Savings multiplied by the full period of the Guaranty according to the schedule in Exhibit 1, using a percentage of the shortfall as the multiplier; (2) provide additional products or services, acceptable to the District, in the value of the shortfall, at no additional cost to the District; or (3) subject to the approval of the District, which shall not be unreasonably withheld, implement

Schedule 2
Savings Guarantee

additional operational improvements or conservation measures, at no cost to the District that will generate additional Project Savings in future years and shall extend the Guarantee Term and Measurement and Verification period in the Technical Services Agreement for a period necessary to achieve the Guaranteed Savings. Such payment or credit shall be the sole and exclusive remedy of the District for any failure by Nexus to achieve guaranteed Project Savings under this Agreement, including any alleged breach of any other express or implied warranty of Project Savings. Nexus may credit any Project Savings Surplus, in whole or in part, toward the Annual Guaranteed Project Savings in any future year of the Guarantee Term and/or as provided on Schedule 2 Exhibit 1. At the end of the Term, if the final reconciliation shows a Project Savings Shortfall, Nexus shall pay Client that amount within 60 days, and if the final reconciliation shows a Project Savings Surplus, Client shall retain all such savings.

The following Exhibits are attached and made part of this Schedule:

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| Exhibit 1 | Reconciliation & Guaranteed Project Savings Allocation |
| Exhibit 2 | Non-Measured Project Savings |
| Exhibit 3 | Responsibilities of Nexus and Client |
| Exhibit 4 | Measurement and Verification |

RECONCILIATION & GUARANTEED PROJECT SAVINGS ALLOCATION

Calendar Year ¹	Energy Savings ²	O&M Savings ³	Operational Cost Avoidance Savings ³	Total Guaranteed Project Savings
2016	implementation	implementation	implementation	
2017	\$ 2,045	\$ 4,250	\$ 35,944	\$ 42,239
2018	\$ 2,127	\$ 4,420	\$ 36,303	\$ 42,851
2019	\$ 2,212	\$ 4,597	\$ 36,666	\$ 43,476
2020	\$ 2,301	\$ 4,781	\$ 37,033	\$ 44,115
2021	\$ 2,393	\$ 4,972	\$ 37,403	\$ 44,768
2022	\$ 2,489	\$ 5,171	\$ 37,778	\$ 45,437
2023	\$ 2,588	\$ 5,378	\$ 38,155	\$ 46,121
2024	\$ 2,692	\$ 5,593	\$ 38,537	\$ 46,821
2025	\$ 2,799	\$ 5,816	\$ 38,922	\$ 47,538
2026	\$ 2,911	\$ 6,049	\$ 39,311	\$ 48,272
2027	\$ 3,028	\$ 6,291	\$ 39,705	\$ 49,023
2028	\$ 3,149	\$ 6,543	\$ 40,102	\$ 49,793
2029	\$ 3,275	\$ 6,804	\$ 40,503	\$ 50,582
2030	\$ 3,406	\$ 7,077	\$ 40,908	\$ 51,390
2031	\$ 3,542	\$ 7,360	\$ 41,317	\$ 52,218
2032	\$ 3,684	\$ 7,654	\$ 41,730	\$ 53,068
2033	\$ 3,831	\$ 7,960	\$ 42,147	\$ 53,938
2034	\$ 3,984	\$ 8,279	\$ 42,569	\$ 54,832
2035	\$ 4,144	\$ 8,610	\$ 42,994	\$ 55,748
2036	\$ 4,309	\$ 8,954	\$ 43,424	\$ 56,688
Total	\$ 60,910	\$ 126,557	\$ 791,451	\$ 978,917

Notes:

- (1) The implementation period will occur in 2016. In addition to Utility Savings and O&M Savings, Implementation Period Savings will also include Utility Rebates.
- (2) Utility Savings is a Measured Project Savings on a one-time basis only, except as otherwise provided in this Agreement. A single measurement will be done at the conclusion of the installation period. Once Nexus shows the savings meet or exceed the Year One guarantee level, the savings from this one-time measurement shall be extrapolated across the entire 20 years and the entire guarantee obligation deemed met; from this point forward, Utility Savings be considered a Non-measured Project Savings with no additional Measurement and Verification required. If the measured savings do not meet or exceed the Guaranty, Nexus will proceed as provided in Section 5 of Schedule 2. The Utility Savings in the table above are based on anticipated increases in unit energy costs as set forth in Schedule 2, Exhibit 4. Nexus will assist the District in any year in which it completes verification services in completing documentation required by the Department of Public Instruction to accompany the District's revenue limit worksheet.

(3) Operations and Maintenance (O&M) Savings and Operational Cost Avoidance are Non-measured Project Savings. O&M Savings in the table above are based on the escalation rates as shown in Schedule 2, Exhibit 2.

NEXUS SOLUTIONS, LLC:

Initials: _____

CLIENT:

Initials: _____

NON-MEASURED PROJECT SAVINGS

The Project Savings identified below shall be Non-Measured Project Savings (as defined above) under this Schedule. The amount of the Non-Measured Project Savings shall be deemed to increase during each year of the Guarantee Term by the escalation percentages set forth below.

Operations & Maintenance Savings	First Year Project Savings	Escalation
Heating & Cooling Plant Repairs	\$ 250	4%
Roofing & Building Envelope	\$ 4,000	4%
Total Annual O&M Savings (2017)	\$ 4,250	4%
One-time Stipulated Savings	Estimated Amount	Escalation
Estimated Utility Rebate (2016)	\$ -	n/a
Total One-time Stipulated Savings	\$ -	n/a
Year	Annual Operational Cost Avoidance	Escalation
Implementation	implementation	n/a
1	\$ 35,944	1%
2	\$ 36,303	1%
3	\$ 36,666	1%
4	\$ 37,033	1%
5	\$ 37,403	1%
6	\$ 37,778	1%
7	\$ 38,155	1%
8	\$ 38,537	1%
9	\$ 38,922	1%
10	\$ 39,311	1%
11	\$ 39,705	1%
12	\$ 40,102	1%
13	\$ 40,503	1%
14	\$ 40,908	1%
15	\$ 41,317	1%
16	\$ 41,730	1%
17	\$ 42,147	1%
18	\$ 42,569	1%
19	\$ 42,994	1%
20	\$ 43,424	1%

NEXUS SOLUTIONS, LLC:

Initials: _____

CLIENT:

Initials: _____

RESPONSIBILITIES OF CLIENT

This Exhibit details the individual responsibilities of Nexus and of the Client, not otherwise set forth in this Performance Contract, in connection with the management and administration of the Savings Guarantee.

1. Provide Nexus, its subcontractors, and its agents reasonable access to all facilities and properties that are subject to the Work and/or Measurement & Verification Services, in accordance with a schedule agreed upon by both parties.
2. Provide a secure space on the job site for material storage, meeting room, and toilet facilities for construction personnel.
3. Provide timely reviews and approvals of design submissions, proposed change orders, and other project documents.
4. Provide any as-built and record drawings of any existing structures at the project sites that are in Client's possession.
5. Provide any environmental studies, reports and impact statements in Client's possession describing environmental conditions, including but not limited to hazardous conditions or materials in existence at the project sites.
6. Provide assistance to Nexus in obtaining any permits, approvals, and licenses that are Nexus' responsibility to obtain as set forth in Schedule 1. Obtain any permits, approvals, and licenses that are necessary for the performance of the Work and are not Nexus' responsibility to obtain as set forth in Schedule 1, as reasonably requested by Nexus.
7. Properly maintaining and performing appropriate preventative maintenance on all equipment and building systems affecting the Guaranteed Project Savings in accordance with manufacturer's standards and specifications.
8. Providing utility bills, reports and similar information reasonably necessary to administering Nexus' obligations under the Guaranteed Project Savings within ten (10) days of Nexus' request.
9. Provide all records relating to energy or water usage and related maintenance of the premises and relevant equipment, and applicable to the Work or Services, as reasonably requested by Nexus.
10. Conduct regular training as needed to try to ensure that the Client's maintenance personnel are properly trained on the Equipment throughout the term of this Agreement.
11. Provide the installation at Client's facility and monthly cost of electronic access (internet or dedicated telephone line) used by the direct digital control (DDC) system for on-line analysis, data transfer, troubleshooting, and programming between Nexus and the Client's facilities
12. Replace or repair, as appropriate, any faulty equipment (excluding any equipment under warranty for which Nexus is responsible under this Agreement) that may affect the Savings Guarantee.

NEXUS SOLUTIONS, LLC:

CLIENT:

Initials: _____

Initials: _____

MEASUREMENT AND VERIFICATION
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SAVINGS SUMMARY 19

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SAVINGS SUMMARY

For the purposes of this contract the following operating schedules, temperatures, and building use are mutually agreed upon. Deviations from these operating parameters, which cause in an increase in energy consumption, may result in a baseline adjustment (increased baseline energy use). Baseline adjustments will be calculated using standard American Society of Heating Refrigeration & Air Conditioning Engineers (ASHRAE) calculation methods.

The basic savings calculation is:

$$\text{Baseline Energy Cost} - \text{Post Retrofit Energy Cost} = \text{Energy Savings}$$

Energy costs are calculated using the baseline rates defined below where:

$$\text{Energy Cost} = \text{Energy Units} \times \text{Energy Rate}$$

A summary of the savings included in this contract is given below:

Savings Summary

BIM #	Building Improvement Measure (BIM) Description	Annual Utility Savings
ES -DM-2	Roofing Upgrades - Replace Large Shingle Roof with Insulated Metal Roof System	\$1,374
ES -DM-3	Roofing Upgrades - Replace Small Shingle Roof with Insulated Metal Roof System	\$432
ES -ES-1	Controls Upgrades - AHU Reprogramming	\$120
ES-ES-3	Mechanical Upgrades - Chiller Controls Replacement & Boiler Repairs	\$120
Total Utility Savings		\$2,045

UTILITY BASELINE

Utilities

The utility baseline was calculated using data obtained for the annual period from August 2014 to September 2015. For the purposes of calculating cost avoidance the following terms are mutually agreed upon:

Floor Rates

Floor rates establish the minimum rate used to calculate cost avoidance. The floor rates will be escalated annually by 4%. Floor rates shall be the baseline rates shown below escalated annually by 4% or current rate (whichever is higher).

Electric Baseline Energy Rates

The floor electrical energy rate is the minimum electrical energy rate used to calculate electrical kilowatt-hour cost avoidance. The floor electrical energy rate is shown in the table below.

Building	\$/kWh
Elementary School	\$0.1255
Little Wolf JR/SR High School	\$0.1013

Thermal Baseline Fuel Rates

The floor baseline fuel rate is the minimum average fuel rate used to calculate fuel cost avoidance (natural gas savings). The floor average fuel rate is shown in the table below.

Building	\$/Therm
Elementary School	\$0.6293
Little Wolf JR/SR High School	\$0.6304

Baseline Operating Conditions

For the purposes of this contract the following Baseline Operating Conditions - schedules, setpoints, equipment and building use are mutually agreed upon. Additional baseline information is contained in the Appendix and within the Savings Measurement and Verification section below. Deviations from these operating parameters, which cause an increase in energy consumption, may result in a baseline adjustment. Baseline adjustments will be calculated using standard American Society of Heating Refrigeration & Air Conditioning Engineers (ASHRAE) calculation methods.

School equipment, usage, and occupancy is based on the 2015-2016 school year.

Ventilation & Cooling Baseline Adjustment

The ventilation and cooling baseline adjustments estimate the impact of improved ventilation and cooling as a result of installing new equipment that meets current guidelines for ventilation and comfort. Negative adjustments mean an increase to your utility budget. Parameters include increases in outside air ventilation and the addition of cooling tonnage. The adjustment calculations are based on current equipment operating conditions including:

- Occupancy
- Schedules
- Thermostat Setpoints
- Use of cooling

Actual consumption will vary depending on how the equipment is operated. Customers who operate the new equipment under tight schedules and limit their use of cooling may see a lower adjustment. Likewise customers who increase their use of cooling or extend operating hours could exceed these estimates. Other factors that could impact actual use versus estimated use include:

- Changes in weather
- Changes in facility operation
- Changes in operating schedules or building use
- New construction, remodeling, or additions.

Weather Data

Savings calculations are based on standard American Society of Heating Refrigeration & Air Conditioning Engineers (ASHRAE) calculation methods. Historical weather data is used in the savings calculations to model outside conditions. These are typically in degree-day or bin temperature format obtained from weather stations close to the actual site.

For the purposes of calculating cost avoidance the following Weather data are mutually agreed upon:

Description:	HDD65 and CDD65 design values for Milwaukee, WI	
Source:	2009 ASHRAE Handbook - Fundamentals (IP)	
Station:	Green Bay, WI, USA	
Month	HDD	CDD
January	1499	0
February	1251	0
March	1060	0
April	637	2
May	326	16
June	92	83
July	23	150
August	40	111
September	207	33
October	556	3
November	914	0
December	1350	0
Total	7,955	398

MEASURE AND VERIFY PROCEDURE

The following detail the methods used for measurement and verification of savings for each Building Improvement Measure (BIM):

Roofing Upgrades

Applies to BIMs:

BIM #	Building Improvement Measure (BIM) Description
ES -DM-2	Roofing Upgrades - Replace Large Shingle Roof with Insulated Metal Roof System
ES -DM-3	Roofing Upgrades - Replace Small Shingle Roof with Insulated Metal Roof System

Verification:

The Nexus Measurement and Verification Engineer will verify the project scope using submittals. Any deviation in efficiency will be documented and its savings impact will be calculated accordingly.

Mechanical and Control Upgrades

Applies to BIMs:

BIM #	Building Improvement Measure (BIM) Description
ES -ES-1	Controls Upgrades - AHU Reprogramming
ES-ES-3	Mechanical Upgrades - Chiller Controls Replacement & Boiler Repairs

Verification:

The Nexus Measurement and Verification Engineer will verify the project scope using submittals. Any deviation in efficiency will be documented and its savings impact will be calculated accordingly.

TECHNICAL SERVICES AGREEMENT

- 1. SCOPE OF SERVICE.** Nexus and the Client agree that the services checked below will be provided by Nexus.

<input checked="" type="checkbox"/> Measurement & Verification Services (year one only)	<input type="checkbox"/> Performance Consulting
<input checked="" type="checkbox"/> Annual Savings Report Preparation (year 1)	<input type="checkbox"/> Re-commissioning Services

- 2. DEFINITIONS.** In Schedule 3, “Energy-using Equipment” shall be defined as any equipment in the Client’s facilities that could reasonably affect the Savings Guarantee (Schedule 2).

- 3. CLIENT OBLIGATIONS AND COMMITMENTS TO NEXUS.** The Client warrants that, to the best of Client's knowledge, all Energy-using Equipment (other than Energy Using Equipment installed under the Performance Contract) is in good working condition and the Client has given Nexus all information of which Client is aware concerning the condition of the Energy-using Equipment. The Client agrees that, during the term of Schedule 3, the Client will:

- (a) operate and maintain the Energy-using Equipment according to the manufacturer's recommendations (other than repair and replacement pursuant to a warranty under this Agreement);
- (b) keep accurate and current work logs and information on the Energy-using Equipment as recommended by the manufacturer;
- (c) provide an adequate environment for Energy-using Equipment as recommended by the manufacturer or as recommended by Nexus, including adequate space, electrical power, air conditioning, and humidity control;
- (d) notify Nexus immediately of any Energy-using Equipment malfunction, breakdown, or other condition affecting the operation of the Energy-using Equipment;
- (e) allow Nexus to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that Nexus can perform the services required under this Technical Services Agreement (Schedule 3), at dates and times agreed upon in advance by the parties; and
- (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Energy-using Equipment.

The Client acknowledges that its failure to meet these obligations will relieve Nexus of any responsibility for any breakdown, or any necessary repair or replacement, of any Energy-using Equipment and may require adjustments under Schedule 2, Savings Guarantee Schedule.

- 4. CHANGES TO ENERGY-USING EQUIPMENT.** To the extent permitted under the Performance Contract, the Client retains the right to make changes or alterations to the Energy-using Equipment. If, in Nexus's opinion, such changes or alterations substantially affect Nexus's services or obligations, Nexus shall notify the Client of the same within Thirty (30) days after Nexus learns of the change or intended change, and in such case, Nexus have the right to make appropriate changes to the scope or to the price of this Technical Services Agreement (Schedule 3) or to both and shall also be permitted to make adjustments to Schedule 2, Savings Guarantee Schedule, however, if Client rejects such changes Client may terminate this Agreement by giving Nexus written notice of termination within Thirty (30) days thereafter.

- 5. ACCESS.** The Client will give Nexus full access to all equipment that is either Energy-using Equipment or associated with it within 48 hours after Nexus requests such access. If access cannot be timely provided, Nexus's obligations under this Technical Services Agreement (Schedule 3) will be suspended until such access to the equipment is provided. Matters affecting Nexus's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Client with respect to Energy-using Equipment or to the Client's facility.

Schedule 3
Technical Services

Suspension of Nexus' duties for this reason will not cancel or suspend any of the Client's obligations under this Technical Services Agreement.

- 6. EXCLUSIONS.** Nexus's services under this Technical Services Agreement (Schedule 3) do not include consulting, investigative, or forensic services to determine the reason for savings shortfalls (a) after the Client has agreed that

Total Guaranteed Project Savings have been met; (b) due to changes in use of the facility or changes to or additions of any Energy-using Equipment.

- 7. TERMINATION.** The Client may terminate this Technical Services Agreement before the end of the original Term. If these Technical Services are terminated by the Client, then the Saving Guarantee (Schedule 2) shall also terminate and all of Nexus' obligations related to Total Guaranteed Project Savings.

- 8. TERM AND PRICE.** The first-year price for Nexus' Services during the Term of this Service Schedule is \$0. The price for subsequent years, and the date payments are due is set forth on Schedule 4. The commencement date for these services shall be the date of Substantial Completion. The Term shall be for one year from the date of Substantial Completion, except as provided in Section 5 of Schedule 2.

If the Client decides to extend the Guarantee Term beyond the original 12 month period and requires Nexus to perform additional measurement and verification services, the Client shall as an additional service compensate Nexus an amount of \$1,200 for each year that measurement and verification services are required. The decision to extend the Guarantee Term shall be at the Client's sole discretion.

NEXUS SOLUTIONS, LLC:

CLIENT:

Initials: _____

Initials: _____

PRICE AND PAYMENT TERMS SCHEDULE

1. The Client shall make payments to Nexus for Work performed as well as for additional verification services as outlined in Article 8 of Schedule 3, as follows:

Nexus understands that Client has a budget for this work of \$569,568 (the "Project Budget"). Nexus based upon its experience and in its professional opinion believes and represents to the Client that the Project Budget is a reasonable price for the work contemplated in the Scope of Work. At all times, Nexus agrees to use its professional efforts and to act in the interest of the Client to help the Client keep the cost of the Work within the Project Budget.

Contract Price Guarantee. Following the completion of design services and Client's approval of the project plans and specifications, Nexus shall solicit bids for the trade contractor portions of the Work. These bids shall be presented to the Client. Upon receipt of the competitive bids for the Work, Nexus shall propose a Guaranteed Maximum Price ("GMP") for the performance and completion of all Work. The proposed GMP shall equal the sum of: (a) the total of all bids of subcontractors and sub-subcontractors selected to perform the Work plus the cost of any Work performed by Nexus and (b) the Owner Direct Purchase items (collectively, "Proposed GMP"). Upon acceptance by the Client, the Proposed GMP shall become known as the Contract Price. If the Client rejects the Proposed GMP because it exceeds the Project Budget, the Client may take any of the following actions:

- (1) Give written approval of an increase to the Project Budget so that it matches the bid amounts;
- (2) Authorize rebidding or renegotiating of the Project within a reasonable amount of time;
- (3) In consultation with Nexus, revise the Project Scope of Work as required such that the Project Budget is not exceeded;
- (4) Terminate this Agreement; or
- (5) Implement any other mutually acceptable alternative.

If the Client chooses to proceed under option (3), Nexus, without additional compensation, shall modify the construction documents as necessary to meet the Project Budget. Nexus' modification of the construction documents shall be the limit of Nexus' contract price guarantee responsibility.

The Contract Price is not subject to increase except by a written change order signed by both parties, and then, only in the event of changes to the final project plans and specifications with respect to the project scope, materials, quality or unforeseen conditions, and only in an amount equal to the added cost due to such changes.

Progress payments on the Contract Price shall be made to Nexus monthly on a percentage of completion basis, as set forth below. Upon execution of this Agreement, Nexus may submit its first Application for Payment, covering work performed to date plus an upfront payment equivalent to ten percent (10%) of the Project Budget.

Contract Price Reconciliation: At the conclusion of the project, if the sum of the actual cost of the work, plus the cost of Nexus' services and Owner Direct Purchases, is lower than the Contract Price, the Client shall be credited the difference.

Progress Payments: Nexus shall submit to Client before the second Application for Payment, a schedule of values, allocating the entire Contract Price to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Client may require. This schedule, unless objected to by the Client, shall be used in reviewing Nexus' Applications for Payment. Monthly progress payments shall be made on account of design

Schedule 4
Price & Payment Terms

services rendered, and materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Client, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Nexus warrants that title to all Work covered by an Application for Payment will pass to the Client no later than the time of payment. Nexus further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Client shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Client's interests.

The Client will, at its next regularly scheduled School Board meeting, that is not less than five (5) days after receipt of the Application for Payment, either approve the Application for Payment or notify Nexus in writing of the reasons for withholding approval in whole or in part, which may include any of the following:

- .1 defective Work not remedied after notice from Client;
- .2 third party claims filed unless security acceptable to the Client is provided;
- .3 Nexus' failure to make payments to subcontractors or for labor, materials or equipment;

Any withholding shall be only in a reasonable amount to protect the Client from the claimed deficiency and the remainder shall be paid as provided herein. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Nexus shall pay each subcontractor, no later than seven days after receipt of payment, the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to Nexus on account of the subcontractor's portion of the Work. Nexus shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner. Nexus shall obtain lien waivers from each subcontractor for each progress payment made and shall submit such lien waivers, along with a current lien waiver from Nexus, along with the next Application for Payment.

Schedule 4
Price & Payment Terms

2. CLIENT PURCHASE ORDERS. The Client acknowledges and agrees that any purchase order issued by Client, in accordance with this Agreement, is intended only to establish payment authority for the Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Client's purchase order will have any force or effect.

Dated: June 20, 2016

NEXUS SOLUTIONS, LLC:

Signature: _____

Printed Name: Michael J. David

Title: Director of Business Development

CLIENT:

Signature: _____

Printed Name: Joanne Johnson

Title: Board President

Signature: _____

Printed Name: Charles Hebert

Title: Board Clerk

**Schedule 5
Project Schedule**

Selected Projects	BIM #	Building Improvement Measure (BIM) Description	Substantial Completion	Final Completion
School District of Manawa				
Elementary School				
X	ES -DM-1	Roofing Upgrades - Short-term Repairs: Shingles and Flashing - COMPLETED	September 30, 2016	September 30, 2016
X	ES -DM-2.1	Roofing Upgrades - Replace Large Shingle Roof with Insulated Metal Roof System : High Priority	August 15, 2016	August 31, 2016
X	ES -DM-2.2	Roofing Upgrades - Replace Small Shingle Roof with Insulated Metal Roof System : High Priority	August 15, 2016	August 31, 2016
X	ES -ES-1	Controls Upgrades - AHU Reprogramming - COMPLETED	September 30, 2016	September 30, 2016
X	ES -ES-3	Mechanical Upgrades - Chiller Controls Replacement & Boiler Repairs - COMPLETED	September 30, 2016	September 30, 2016
Jr./Sr. High School				
X	HS -DM-1	Roofing Upgrades - Short-term Repairs: Flashing and Rubber Tears - COMPLETED	September 30, 2016	September 30, 2016
District Wide				
X	DW-1	Project Development Expense	June 30, 2016	June 30, 2016