

**AMERICAN ARBITRATION ASSOCIATION  
Commercial Arbitration Tribunal**

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In the Matter of Arbitration Between	:	
	:	
POWER PARTNERS MASTEC, LLC,	:	
	:	
Claimant-Counter-Respondent,	:	
	:	
-against-	:	
	:	Case No. 13-158 Y 02044 12
SUNLIGHT GENERAL SUSSEX SOLAR, LLC,	:	
	:	
Respondent-Counter-Claimant.	:	

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**PARTIAL FINAL ARBITRATORS' AWARD**

We, THE UNDERSIGNED ARBITRATORS, having been designated in Accordance with the arbitration agreement entered into between the above-named parties and dated December 12, 2011, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, do hereby, AWARD, as follows:

The parties Power Partners Mastec, LLC and Sunlight General Sussex Solar, LLC are referred to the Partial Final Award rendered this day in Sunlight General Somerset Solar, LLC v. Power Partners Mastec, LLC, 13 158 Y 02021 12 and the attached Findings of Fact for the basis of the Panel's Award in this matter. All findings, conclusions and rulings contained in that Award are adopted and reaffirmed in connection with this arbitration. All of Sunlight General Sussex damage claims are denied except for liquidated damages in the amount of \$69,805.00. The Liquidated Damages applicable to each SGF in the Sussex Project can be found in Exhibit A

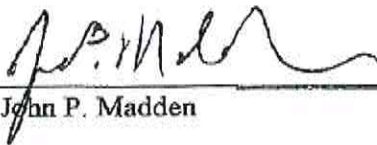
of the April 18, 2014 Power Partners' Brief in Support of Its Proposed Findings of Fact and Conclusions of Law. Attached as Exhibit 3 is a spreadsheet enumerating the damages that we have awarded PPM in the amount of \$12,663,022.00. The total amount of the award to PPM after deducting the liquidated damages is \$12,593,217.00 which we order paid within 15 days of the date of this Order. We find that PPM is the prevailing party under Article 19.2.6 of the EPC. The Award of interest, attorneys' fees, and costs (including administrative costs) will be addressed in our Final Award. PPM is directed to file its positions and supporting documentation on these matters within three weeks of the issuance of this order. Sunlight Sussex shall file any responsive papers within three weeks thereafter and PPM shall have fifteen days to respond thereto. Any issues dealing with PPM's remaining inventory is addressed in a separate award filed today.

This Partial Award is in full settlement of all claims and counterclaims submitted in these Arbitrations other than those excepted above. All claims not expressly granted are hereby denied.

This Partial Final Award may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute together one and the same instrument.

15 August 2014  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John P. Madden

\_\_\_\_\_  
Eric Watt Wiechmann

I, John P. Madden, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.

17 August 2014  
Date

J.P. Madden  
John P. Madden

I, Eric Watt Wiechmann, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Watt Wiechmann

Concurrence:

I join in every aspect of this Award except for that portion beginning on page 33 "Breach of Contract Damages" and ending on page 40 with the word "PPM" in the referenced Somerset Partial Final Award. As to that portion of the award I agree with the methodology utilized, the conclusions reached and the calculations presented and I concur in all regard with the Damages Award set forth.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Kahn

I, Michael A. Kahn, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Kahn

of the April 18, 2014 Power Partners' Brief in Support of Its Proposed Findings of Fact and Conclusions of Law. Attached as Exhibit 3 is a spreadsheet enumerating the damages that we have awarded PPM in the amount of \$12,663,022.00. The total amount of the award to PPM after deducting the liquidated damages is \$12,593,217.00 which we order paid within 15 days of the date of this Order. We find that PPM is the prevailing party under Article 19.2.6 of the EPC. The Award of interest, attorneys' fees, and costs (including administrative costs) will be addressed in our Final Award. PPM is directed to file its positions and supporting documentation on these matters within three weeks of the issuance of this order. Sunlight Sussex shall file any responsive papers within three weeks thereafter and PPM shall have fifteen days to respond thereto. Any issues dealing with PPM's remaining inventory is addressed in a separate award filed today.

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\_\_\_\_\_  
Date

8-15-14

\_\_\_\_\_  
Date

\_\_\_\_\_  
John P. Madden



\_\_\_\_\_  
Eric Watt Wiechmann



I, John P. Madden, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
John P. Madden

I, Eric Watt Wiechmann, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.

8-15-14  
Date

  
Eric Watt Wiechmann

Concurrence:

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Kahn

I, Michael A. Kahn, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Kahn

I, John P. Madden, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
John P. Madden

I, Eric Watt Wiechmann, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.


\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Watt Wiechmann

Concurrence:


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8/15/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael A. Kahn

I, Michael A. Kahn, do hereby affirm upon my oath as an Arbitrator that I am the individual described in and who executed this instrument, which is my Partial Final Award.

8/15/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael A. Kahn