SMART MUNICIPAL AGGREGATION MASTER MEMORANDUM OF UNDERSTANDING

by and between

NEXTGRID INC
as Master Provider

and

CITY OF NORTH ADAMS
as Off-Taker,

on behalf of the customers of the City of North Adams Community Choice Supply Program

Dated as of MARCH 26, 2021

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SMART MUNICIPAL AGGREGATION MASTER MEMORANDUM OF UNDERSTANDING

This SMART Municipal Aggregation Master Memorandum of Understanding (this "Agreement") is made and entered into as of MARCH 26, 2021 (the "Effective Date"), between NextGrid Inc, a Delaware Corporation with offices San Francisco, California ("Master Provider;" or "Provider" and where any of its Affiliates, as defined below, that execute a Form of Systems Appendix indicating its intention to be deemed a Provider hereunder may also be referred to herein as a Provider) and the City of North Adams, Massachusetts Municipality with its principal offices at 10 Main Street, North Adams, MA 01247 the ("Off-Taker"), acting on behalf of the customers of its municipal aggregation plan or "MAP," referred to as the City of North Adams Community Choice Supply Program. Master Provider, Off-Taker and any entity deemed a Provider may, as appropriate, be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

A. WHEREAS, Provider intends to construct, install, own, operate, and maintain solar photovoltaic systems (the "Systems," or each individually a "System") at Premises to be described in a series of Systems Appendixes each of which will qualify as a "Low Income Community Shared Solar Tariff Generating Unit" ("LISGU") under the DOER's SMART Program rules and guidelines and the Massachusetts utility Solar Massachusetts Renewable Target ("SMART") Program tariffs.

B. WHEREAS, Off-Taker has established and operates a Municipal Aggregation Plan ("MAP") for eligible consumers within its geographical boundaries and Off-Taker has signed or will sign electric service agreements with competitive retail electric suppliers on behalf of the MAP and such agreements will allow for eligible consumers of the MAP to take electric supply service from such suppliers throughout the Term;

C. WHEREAS, appropriate rates will be charged to all participating consumers of the MAP, including clearly defined rates charged to (i) all residential customers, and (ii) all Participating Low-Income Customers;

D. WHEREAS, Off-Taker's MAP had, or is projected to have, over a twelve (12) month period, an average annual Projected Low-Income Customer Consumption as shown in Schedule 1;

E. WHEREAS, Provider desires to secure and retain low-income residential off-take customers through a MAP, in order to attain and maintain, to the satisfaction of the DOER, the eligibility of multiple System to qualify under the SMART Program and receive a low-income community shared solar compensation rate incentive payment under SMART throughout the duration of this Agreement;

F. WHEREAS, in furtherance of such objective and for purposes of administrative efficiency, Provider and Off-Taker expect to execute as series of Systems Appendixes in the form of Exhibit B. Provider proposes to commit the Allocated Capacity of such System to Off-Taker and for Off-Taker to arrange for the delivery of electricity at discounted prices to Participating Customers, Low-Income or otherwise, all subject to the terms and conditions of this Agreement;

G. WHEREAS, Provider is willing to commit to Off-Taker, the Allocated Percentage of each System's actual production multiplied by the Low-Income Customer Discount Rate; and

H. WHEREAS, the Parties agree to appoint Colonial Power Group, Inc. to operate as Administrator pursuant to the terms and conditions of the Master Administrative Services Agreement to (i) manage the relationship between Provider's production from all Systems and the consumption of Off-Taker's customers, (ii) manage or otherwise confirm the delivery of the MAP Low-Income Customer Discount Rate to customers by the Off-Taker's retail electric suppliers, and (iii) meet reporting and audit requirements of the DOER, both as necessary to secure uninterrupted benefits available to the Parties through the SMART Program throughout the duration of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Administrator" means Colonial Power Group, Inc., a Massachusetts corporation.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Allocated Capacity" has the meaning set forth in the Systems Appendix.

"Allocated Percentage" means the percentage of each Systems production to be allocated to Off-Taker, as set forth on and updated as needed pursuant to the Systems Appendix.

"Allocated Value" means the Allocated Percentage multiplied by each actual Systems production multiplied by its Low-Income Customer Discount Rate.

"Anticipated Commercial Operation Date" has the meaning set forth in the Systems Appendix.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 11.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has: (A) applied for or consented to the appointment of, or been made subject to, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding up, or the composition or readjustment of its debts, or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall have been entered and continue unstayed and in effect for a period of sixty (60) days.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts are required or authorized by Applicable Law to be closed for business. For avoidance of doubt, any reference to "day" and not "Business Day" shall mean a calendar day.

"Change in Law" means, after the Effective Date, any passage, enactment, modification, revision, repeal, addendum, interpretation or other change in any Applicable Law affecting the rights or obligations of either Party under this Agreement, including without limitation, implementation by a Massachusetts state regulatory agency or other governmental authority of any law relating to the System, the SMART Program, or otherwise affecting the Parties' rights and obligations under this Agreement.

"Commence Construction" means the execution by Provider or an Affiliate of an engineering, procurement and construction contract with respect to each System.

"Commercial Operation" has the meaning set forth in Section 3.3.

"Commercial Operation Date" is the date specified in the notice delivered by Provider to Off-Taker for each System pursuant to Section 3.3.

"Confidential Information" has the meaning set forth in Section 13.1.

"Construction Start Date" for each System has the meaning set forth in the Systems Appendix.

"Covenants, Conditions and Restrictions" or "CCRs" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"DOER" means the Massachusetts Department of Energy Resources.

"Effective Date" has the meaning set forth in the preamble to this Agreement.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, Environmental Attributes or RPS Class 1 Renewable Generation Attributes (as defined under the SMART Program), or Green-e® products.

"Escrow Account" means a bank account established in the name of the Administrator and subject to the terms of the Escrow Agreement.

"Escrow Agreement" means that certain agreement by and between Administrator and Master Provider acting on behalf of any party deemed a Provider hereunder.

"Estimated Allocated Annual Production" has the meaning set forth in Section 4.5.

"Financing Party" means, as applicable, (i) any Person (or its agent) from whom a Provider (or an Affiliate of Provider) leases one or more Systems, or (ii) any Person (or its agent) that has made or will make a loan to or otherwise provide financing (in loans, equity or otherwise) to a Provider (or an Affiliate of Provider) with respect to one or more Systems.

"Force Majeure Event" has the meaning set forth in Section 8.1.

"Good Industry Practice" means the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the solar generation industry in the operation and maintenance of equipment similar in size and technology) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Installation Work" means the construction and installation of the Systems and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for a Provider at the Premises.

"LISGU" has the meaning set forth in the recitals to this Agreement.

"Low-Income Customer Consumption" means the total kWh consumption of all low-income customers participating in the MAP as metered by the Utility over any given calendar year.

"Low-Income Customer Discount Rate" is the actual discount rate provided to the MAP by a Provider for each System at any time during the Term.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or threatened claims or other matters or in asserting or enforcing any indemnity obligation).

"MAP" means the **North Adams** Community Choice Power Supply Program, the Off-Taker's Municipal Aggregation Plan as approved the Massachusetts Department of Public Utilities, and as may be amended from time to time.

"MAP Low-Income Customer Discount Rate" is the actual discount rate provided to Participating Low-Income Customers at any time during the Term as established by Off-Taker using the aggregate of the Allocated Value received by the MAP from this and similar agreements between Off-Taker and other third parties.

"Master Administrative Services Agreement" means that certain agreement, dated as of March 26, 2021 by and among Master Provider, Off-Taker and Administrator.

"Mechanically Complete" means that the System (i) has been installed at the Premises, all the direct current components of the System are mechanically and electrically complete, and the System is ready to commence start-up, testing, commissioning and operations once the Utility work and alternating current components of the System are completed or (ii) satisfies requirements under the SMART Program to be considered mechanically complete.

"Off-Taker" has the meaning set forth in the preamble to this Agreement.

"Off-Taker Default" has the meaning set forth in Section 9.2(a).

"Operations Year" means each 12-month period beginning on the Commercial Operation Date of each System and each anniversary thereof.

"Participating Low-Income Customers" means low-income residential customers, as such term is defined by the SMART Program, residing in the Off-Taker's territorial jurisdiction and whose Utility electric accounts are enrolled in the MAP at any given time during the Term.

"Party" and "Parties" have the meanings set forth in the preamble to this Agreement.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Premises" means the premises described in the Systems Appendix. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in the Systems Appendix.

"Provider" has the meaning set forth in the preamble to this Agreement. In the event an Affiliate of Master Provider executes a System Appendix pursuant to the terms of this Agreement, it shall be deemed a Provider under this Agreement.

"Provider Default" has the meaning set forth in Section 9.1(a).

"Representatives" has the meaning set forth in Section 13.1.

"Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, any subsidies described in the Systems Appendix and all other solar or renewable energy subsidies and incentives, but does not include the Allocated Value.

"Solar Massachusetts Renewable Target Program" or "SMART Program" means, collectively, and as amended from time to time, the SMART regulation, 225 CMR 20.00 *et seq.*, orders and guidelines issued by the Massachusetts Department of Energy Resources, and the associated tariff(s) of the Utility.

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

"Supplier" means a competitive retail electric supplier or suppliers contracted by the Off-Taker to provide all requirements electricity to the MAP.

"System" means an integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, generally described in a Systems Appendix that generates electricity and is constructed on the Premises or, prior to such construction, the development rights thereto. For avoidance of doubt, the System may be a system (or the development rights thereto) owned by a party to which this Agreement is assigned by a Provider pursuant to Section 11.1.

"Systems Appendix" means the form of Exhibit B hereto, which is then in effect and which shall be executed periodically by a Provider and Off-Taker in order to set forth any incremental Premises qualified as LISGUs to be utilized to provide for the delivery of electricity at discounted prices pursuant to this Agreement, with each such Systems Appendix being updated to list all Systems that are subject to the terms and conditions of this Agreement.

"Term" has the meaning set forth in Section 2.1.

"Utility" means the local electric distribution company providing electric distribution and interconnection services to the System(s) at the Premises and providing electric distribution services to customers of Off-Taker.

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in this Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of this Agreement.

2. TERM AND TERMINATION.

2.1 Systems Appendixes. Master Provider or one or more of its Affiliates shall periodically execute Forms of Systems Appendix subjecting particular Systems to the terms, conditions and obligations of this Agreement. Each Systems Appendix executed pursuant to this Agreement shall be deemed incorporated into and governed by the terms of this Agreement. Any Affiliate of Master Provider may execute and issue a Systems Appendix under this Agreement. In the event that any Master Provider Affiliate executes any Systems Appendix pursuant to this Agreement (and such Systems Appendix is accepted and executed by the Off-Taker, such Systems Appendix: (i) shall incorporate by reference the terms and conditions of this Agreement; (ii) shall be deemed a separate contract between the parties who sign it; (iii) all rights, benefits and obligations of "Provider" under this Agreement shall accrue to such Master Provider Affiliate as such rights and benefits pertain to the Systems Appendix to which it is a party; (iv) the applicable Master Provider Affiliate shall be severally liable to Off-taker under this Agreement solely with respect to the Systems described in any System Appendix to which it is a party, and (v) the applicable Master Provider Affiliate shall be entitled to enforce this Agreement with respect to its Systems.

2.2 Term. The term of the Agreement (the "Term") shall commence on the Effective Date and shall continue for twenty (20) years from the latest Commercial Operation Date of a System described in any executed form of Systems Appendix, unless and until terminated earlier pursuant to the provisions of the Agreement. The duration of a Provider's delivery and Off-Taker's receipt of Allocated Value from each System shall commence on each System's Commercial Operation Date and extend for a term of twenty (20) years.

2.3 Certain Provider Rights for Relief from Obligations under the Agreement. Provider shall be relieved from the obligation to delivery Allocated Capacity from any specific System in advance of its Commercial Operation Date upon thirty (30) days' prior written notice to Off-Taker if:

(a) There exist site conditions (including environmental conditions) at the Premises of such System that could not have been reasonably known as of the Effective Date and that could reasonably be expected to significantly increase the cost of Installation Work or would materially adversely affect the electricity production from such System as designed;

(b) Prior to the Construction Start Date for a System, there has been a material adverse change in the rights of Provider to construct that System on its Premises;

(c) Provider has not received, prior to the Construction Start Date, evidence reasonably satisfactory to it that interconnection services for a System will be available with respect to energy generated by such System; or

(d) Provider has determined, prior to the Construction Start Date for a System, that there are easements, CCRs or other liens or encumbrances (including, for avoidance of doubt, third party statutory rights under M.G.L. c. 61 or c. 61A) that would materially impair or prevent the installation, operation, maintenance or removal of such System.

Provider may also be relieved from its obligations with respect to a particular System under this Agreement, if prior to the Construction Start Date for such System, it is unable to obtain financing for that System on terms and conditions reasonably satisfactory to it or it is unable to select one or

more alternative Premises with respect to this Agreement in a manner that will allow it to obtain financing for that System on terms and conditions reasonably satisfactory to it.

Provider or a party deemed a Provider may terminate this Agreement with respect to its Systems prior to the earliest Anticipated Commercial Operation Date of all such Systems set out in any Systems Appendix provided that such Provider has satisfied all conditions for relief from obligations under this Section 2.2 for all Systems set out in all relevant Systems Appendixes, upon thirty (30) days' prior written notice to Off-Taker.

Provider shall provide notice to Off-Taker not later than thirty (30) days after becoming aware of the existence of a condition described above, provided that Provider shall have sixty (60) days to provide such notice if Provider undertakes reasonable efforts to remedy or mitigate the condition. A condition described above with respect to a particular System shall not affect Provider's obligations as to any other System or the obligations of any other party deemed a Provider hereunder.

3. SYSTEM OPERATIONS.

3.1 Provider as Owner and Operator. The Systems will be owned or leased by a Provider and will be installed, operated and maintained and, as necessary, repaired and removed, by Provider at its sole cost and expense, consistent with Good Industry Practice.

3.2 Metering. At no cost to Off-Taker, there will be a separate meter installed and maintained by the Utility which will measure the net amount of electrical energy generated by each System and delivered to the Utility. Provider also may, at its discretion and expense, install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy generated by each System. Providers shall provide to Off-Taker the data measured by the meters each month.

3.3 Commercial Operation. "Commercial Operation" for a System shall occur when the System has been approved for interconnected operation by the Utility and the Provider has determined that the System has achieved regular commercial operation. Provider shall provide Off-Taker and Administrator written notice of the Commercial Operation Date for each of its Systems.

3.4 SMART Program. The Parties will work cooperatively and in good faith, and shall take all commercially reasonable actions necessary, to meet all SMART Program requirements under Applicable Law and Utility tariffs, including applicable interconnection and metering requirements, and any information as may be required from time to time by the DOER to qualify Provider's Systems as LISGUs, wherein electricity or bill credits will be allocated through municipal load aggregation programs. Off-Taker and Provider shall be deemed to have contracted with the Administrator pursuant to the Master Administrative Services Agreement, whereby Administrator will assist each Provider and Off-Taker with some or all compliance matters in relation to this Agreement, and the Parties shall cause the Systems to continue to qualify as LISGUs at all times during the Term of this Agreement.

3.5 Escrow Account. Master Provider shall direct the Administrator to establish and manage an Escrow Account at a Massachusetts bank throughout the Term in accordance with the terms of the Escrow Agreement and the Master Administrative Services Agreement to assure reimbursement to any Supplier with respect to the provision of the MAP Low-Income Customer Discount Rate. In coordination with Master Provider and the Off-Taker, the Administrator will periodically compute and Master Provider shall fund one time a minimum account balance in the

Escrow Account at least equal to aggregate for all Systems of the product of (i) four (4) months' of Estimated Allocated Annual Production, and (ii) the Low-Income Customer Discount Rate for each System (the "Minimum Balance"). The Parties agree that the Escrow Fund may be applied to assure reimbursement to any Supplier with respect to any System. The Parties acknowledge and agree that any account balance remaining in the Escrow Account will be released within thirty (30) days or otherwise paid to Master Provider (for distribution to any other Party deemed a Provider hereunder) after the conclusion of the term of this Agreement and after Administrator has completed making all distributions from the Escrow Account then owed. The Off-Taker and Master Provider may agree to an alternative form of security, including performance bonds or letters of credit to assure Supplier reimbursement for the provision of the MAP Low-Income Customer Discount Rate.

4. MAP; DELIVERY OF DISCOUNT; TITLE.

4.1 Maintenance of MAP. Off-Taker acknowledges and understands that the continuing operation of its MAP is the prerequisite structure under the SMART Program that makes it possible for a Provider to deliver discounted electricity to Participating Low-Income Customers. As such, Off-Taker shall maintain the MAP throughout the Term and take such other actions as may be necessary to deliver discounted electricity, which shall include, *inter alia*, ensuring that the MAP secures electric service agreements with Suppliers consistent with the Off-Taker's MAP plan and that such agreements obligate Suppliers to deliver the customer discounts as defined herein. Off-Taker shall ensure that electric service agreements with Suppliers resulting from the Off-Taker's procurement processes will include rates to be charged to all appropriate consumers, including clearly defined rates charged to (i) all residential customers, and (ii) all Participating Low-Income Customers. During the Term, Off-Taker shall or shall cause the Supplier(s) to provide Administrator with all information necessary for Administrator to maintain and provide to Master Provider a list of Participating Low-Income Customers and associated kWh consumption.

4.2 Discount Requirement. Off-Taker shall direct its MAP Supplier(s), including through communications by the Administrator pursuant to the terms of the Master Administrative Services Agreement, to deliver the MAP Low-Income Discount Rate on a pro rata basis to all Participating Low-Income Customers at the direction of the Off-Taker starting with the first Utility billing periods that commence at least 30 days after such direction is given, provided that such date cannot be sooner than the earliest Commercial Operation Date of any System, and continuing for the balance of the Term. Notwithstanding the foregoing and to minimize initial Plan customer confusion, the Parties agree to cooperate to hold the earliest deliveries of Allocated Value in escrow until such time as the Off-Taker can establish a MAP Low-Income Customer Discount Rate of at least $0.002/kWh, provided that such action in no way endangers any Provider's status to qualify for and receive the "Low-Income Community Shared Solar Compensation Rate Adder" under the SMART Program and provided further that the Allocated Value from any System shall be applied to a MAP Low-Income Customer Discount Rate not later than 24 months from such System's Commercial Operation Date. Provided further that at no time shall the MAP Low-Income Customer Discount Rate exceed the Supplier charge to the MAP's general residential customers nor reduce the amount allocated under this Agreement.

4.3 Estimated Allocated Annual Production. The estimated allocated annual production for each System's Operations Year during the Term ("Estimated Allocated Annual Production") is described in the Systems Appendix.

4.4 Unit Contingent Sale. Provider's obligation to deliver Allocated Value to Off-Taker from a particular System is expressly subject to and contingent on the availability of, and the generation of electricity by, that System.

4.5 Environmental Attributes and Solar Incentives. Off-Taker's allocation of Allocated Value does not include Environmental Attributes or Solar Incentives. Off-Taker disclaims any right to Environmental Attributes or Solar Incentives associated with a System or and shall, at the request of a Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 4.7.

4.6 Title to Systems. Throughout the duration of the Agreement, a Provider or Provider's Financing Party(ies) shall be the legal and beneficial owner(s) of the Systems at all times, and the Systems shall remain the personal property of such Provider or Provider's Financing Party(ies).

4.7 Change in Law. If, after the Effective Date, there is any Change in Law that results in a material and adverse change in a Provider's ability to provide, or the Off-Taker's ability to receive Allocated Value or results in the disqualification of any Systems as LISGUs, the affected Party shall send written notice to the other Party (and, in each case, to the Administrator), setting forth the Change in Law and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this Agreement to mitigate such effect. Unless otherwise prevented by Law or the SMART Program, it shall be considered commercially reasonable for this amendment to provide for sales of energy in equivalent quantities for an equivalent value for the remaining Term from a System directly to Off-taker, its MAP's customers or to a third-party that Off-taker may designate. If the Parties are not able to agree in good faith on any commercially reasonable amendments necessary to address a Change in Law within ninety (90) days after one Party has submitted notice thereof, then either Party shall have the right to terminate this Agreement solely as to the Parties' obligation regarding the delivery and receipt of Allocated Value, in which event such Provider shall have no further obligation to deliver Allocated Value to the Off-Taker, and neither Party shall be obligated to make any further allocations under this Agreement, except for obligations arising or accruing prior to the effective date of termination. Notwithstanding the foregoing or any other provision in this Agreement or any other agreement involving the Parties, the Parties agree that the failure to resolve, reverse or address the issues and questions contained in the letter of the Chair of the Massachusetts Department of Public Utilities to the City of Boston dated December 15, 2020 and filed in D.P.U. 19-65 ("DPU Letter") by the time the Parties otherwise prepared to begin delivery of the MAP Low Income Customer Discount Rate shall be deemed a Change in Law pursuant to this Section.

4.8 Termination of MAP. The Parties agree that, if Off-Taker's MAP is terminated for any reason, the applicable Provider and the Off-Taker shall direct the Administrator to find replacement MAPs operated by other communities to accept receipt of the affected Systems' Allocated Value, if feasible, and Provider and Off-Taker shall enter into an assignment or similar agreement with the replacement MAP(s), as necessary, in order for affected Systems under this Agreement to maintain their qualifying status to receive the low-income community shared solar compensation rate adder under SMART.

5. COVENANTS

5.1 Off-Taker's Covenants. Off-Taker covenants and agrees as follows:

(a) Off-Taker Documentation. Off-Taker shall provide to Provider such documentation (including billing records from the Supplier), as it may have or can reasonably obtain and as may be reasonably needed.

(b) SMART Program Matters. Off-Taker shall comply with any requirements specified that are necessary for a System to meet and maintain eligibility under the SMART Program, including eligibility for any applicable adders, including but not limited to the requirement that an LISGU has at least 50% of its energy output allocated to Low Income Customers in the form of electricity or bill credits. Off-Taker agrees to supply any information and complete any form that may be required to verify eligibility of the Systems to participate in the SMART Program or receive certain benefits under the SMART Program, or as a Provider may otherwise reasonably request.

(c) Consents and Approvals. Off-Taker shall ensure that any authorizations required of Off-Taker under this Agreement are not unreasonably withheld or delayed. To the extent that only Off-Taker is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Off-Taker shall cooperate with each Provider to obtain such approvals, permits, rebates or other financial incentives with such Provider being responsible for Off-Taker's out of pocket expenses, if any.

5.2 Master Provider's Covenants. Master Provider covenants and agrees as follows:

(a) Fund Escrow Account. Master Provider shall fund the Escrow Account as required herein and pursuant to the Escrow Agreement to assure reimbursement to Suppliers for their provision of the MAP Low-Income Customer Discount Rate.

5.3 Provider's Covenants. Providers by executing a Systems Appendix covenant and agree as follows:

(a) SMART Program Matters. Provider shall locate, develop, build, operate and maintain its Systems within the service area of the Utility serving Off-Taker in order to qualify and remain qualified for SMART Program incentives.

6. REPRESENTATIONS & WARRANTIES.

6.1 Representations and Warranties of Provider. In addition to any other representations and warranties contained in the Agreement, Provider (and any Affiliate deemed to be a Party by execution of a Form of Systems Appendix) represents and warrants to Off-Taker as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

6.2 Representations and Warranties of the Off-Taker. In addition to any other representations and warranties contained in the Agreement, Off-Taker represents and warrants to Provider as of the Effective Date and with respect to paragraphs (d), (e), and (f) on the execution date hereof or of any Form of Systems Appendix with an Affiliate of Provider that:

(a) The MAP shall accept the Allocated Value delivered by the Provider under this Agreement which, for each System and each calendar year, shall not be less than fifty percent (50%) of Estimated Annual Production times the Low-Income Customer Discount Rate, each as set out in the Systems Appendix, and Off-Taker shall aggregate the Allocated Value received by the MAP from this and similar agreements between Off-Taker and other third parties to establish and deliver a MAP Low-Income Customer Discount Rate to Participating Low-Income Customers;

(b) The MAP has Participating Low-Income Customers with an aggregate Low-Income Customer Consumption such that each System's Allocated Value will continue to qualify for the "Low-Income Community Shared Solar Adder" under the SMART Program;

(c) All Participating Low-Income Customers are and will be at all times during the Term low-income residential customers, as such term is defined by the Utility, residing in Off-taker's territorial jurisdiction and whose Utility electric accounts are enrolled in the MAP at any given time during the Term;

(d) The individuals specified in the signature pages of this Agreement hold the offices identified thereby;

(e) The individuals specified in the signature pages of this Agreement hold all the requisite power and/or authority to execute and deliver this Agreement, and this Agreement constitutes the legal, valid and bind obligation of the Off-Taker, subject to the Applicable Laws; and

(f) The individuals specified in the signature pages of this Agreement are not aware of the institution of, or the threat of, any litigation challenging the Off-Taker's authority, to enter into this Agreement other than the circumstance regarding the DPU Letter described in Section 4.7.

6.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN INCLUDING BUT NOT LIMITED TO SECTIONS 3.1, 5.1, AND THIS SECTION 6,

THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO OFF-TAKER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO OFF-TAKER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

7. TAXES AND GOVERNMENTAL FEES.

Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership or operation of the Systems, including any tax on electric generation or electric generation equipment. Provider shall not be obligated for any taxes payable by or assessed against Off-Taker based on or related to Off-Taker's overall income or revenues.

8. FORCE MAJEURE.

8.1 Definition of Force Majeure Event. "Force Majeure Event" means any act or event that is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party, and which such Party has been unable to overcome with the exercise of due diligence Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural disaster, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, pandemic or epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Off-Taker is a Governmental Authority and Off-Taker is the Party whose performance is affected by such action nor inaction); and (vi) action or inaction by ISO New England, the Utility, telecommunications utility or other utility. A Force Majeure Event shall not be based on the economic hardship of either Party.

8.2 Excused Performance: Tolling.

(a) Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement with respect to a System (other than the failure to allocate amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 8 shall as soon as practicable (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of the Force Majeure Event, and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. Notwithstanding the foregoing, Off-Taker shall not be excused from providing rate discounts to eligible MAP customers for Allocated Value that Provider

delivered to Off-Taker, provided that the same Force Majeure event does not also prevent Off-Taker and/or its Supplier from delivering of such discounts.

(b) If a Force Majeure Event occurs prior to the Commercial Operation Date of a System, all milestone dates (*e.g.*, Construction Start Date, Anticipated Commercial Operation Date), timeline-based deadlines, or similar requirements for that System shall be tolled from the date of the notice of the Force Majeure Event until the date of the notice of the termination of the Force Majeure Event or, if earlier, six (6) months from the notice of the Force Majeure Event.

8.3 Relief of Termination in Consequence of Force Majeure Event.

(a) If a Force Majeure Event shall have occurred that has affected a Provider's performance of its obligations with respect to a System hereunder and that has continued for a continuous period of one hundred eighty (180) days, then such Provider shall be entitled to be relieved of such obligations upon ninety (90) days' prior written notice to Off-Taker, provided that such Provider shall have the right to withdraw such relief notice in the event that the Force Majeure Event ceases prior to the expiration of such 90-day period. If a Force Majeure Event shall have occurred that has affected a Provider's performance of its obligations hereunder with respect to a System hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Off-Taker shall be entitled to be relieved of such obligations upon ninety (90) days' prior written notice to such Provider, provided that Off-Taker shall have the right to withdraw such relief notice in the event that the Force Majeure Event ceases prior to the expiration of such 90-day period.

(b) If a Force Majeure Event shall have occurred that has affected a Provider's performance of its obligations with respect to all of its Systems hereunder and that has continued for a continuous period of one hundred eighty (180) days, then such Provider shall be entitled to terminate its obligations pursuant to the Agreement upon ninety (90) days' prior written notice to Off-Taker, provided that such Provider shall have the right to withdraw such termination notice in the event that the Force Majeure Event ceases prior to the expiration of such 90-day period. If a Force Majeure Event shall have occurred that has affected such Provider's performance of its obligations with respect to all Systems hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Off-Taker shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to such Provider, provided that Off-Taker shall have the right to withdraw such termination notice in the event that the Force Majeure Event ceases prior to the expiration of such 90-day period.

9. DEFAULT.

9.1 Provider Defaults and Off-Taker Remedies.

(a) Provider Defaults. Subject to the provisions of Exhibit A, the following events shall be defaults with respect to each applicable Provider (each, a "Provider Default"):

(i) a Bankruptcy Event shall have occurred with respect to such Provider;

(ii) Master Provider or such Provider fails to provide Allocated Value to Off-Taker under the Agreement pursuant to the Allocated Value Payment provisions of the Master Administrative Services Agreement;

(iii) for all Providers if Master Provider fails to maintain the "Minimum Balance" referenced in Section 3 of the Escrow Agreement; or

(iv) a Provider breaches any material term of the Agreement and (A) if such breach can be cured within fifteen (15) days after Off-Taker's written notice of such breach and such Provider fails to so cure, or (B) such Provider fails to commence and diligently pursue a cure within such 5-day period if a longer cure period is needed; provided, however, that such Provider shall not be entitled to a cure period in excess of one hundred twenty (120) days in total.

(b) Off-Taker's Remedies. If a Provider Default has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 10 and the provisions of Exhibit A, Off-Taker may terminate the Agreement respect to such Provider and exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, both Parties acknowledge that Off-Taker's compensatory damages are limited to the total Allocated Value it would have likely received, but has not yet received, through the Termination Date.

9.2 Off-Taker Defaults and Provider's Remedies.

(a) Off-Taker Default. The following events shall be defaults with respect to Off-Taker (each, a "Off-Taker Default"):

(i) a Bankruptcy Event shall have occurred with respect to Off-Taker;

(ii) Off-Taker breaches any material term of the Agreement if (A) such breach can be cured within fifteen (15) days after a Provider's notice of such breach and Off-Taker fails to so cure, or (B) Off-Taker fails to commence and diligently pursue said cure within such fifteen (15) day period if a longer cure period is needed; provided, however, that Off-Taker shall not be entitled to a cure period in excess of one hundred twenty (120) days in total; or

(iii) Off-Taker or any Supplier(s) subject to direction of the Off-Taker fail to deliver the Allocated Value to Participating Low-Income Customers within the MAP pursuant to the terms of this Agreement within fifteen (15) days from receipt of notice from Provider.

(iv) Off-Taker, by its direct action or inaction and after all affected Parties have met their respective obligations and exhausted all remedies under Section 4.8, causes a Provider to lose its qualifying status to receive the low-income community shared solar compensation rate adder under SMART for any System under this Agreement including but not limited to the requirement that a LISGU has at least 50% of its energy output allocated to Low Income Customers in the form of electricity or bill credits, per Section 5.1(b).

(b) Provider's Remedies. If an Off-Taker Default has occurred and is continuing, in addition to other remedies expressly provided herein, each Provider may terminate its obligations pursuant to the Agreement, in which case such Provider shall have the exclusive right to provide the Low-Income Customer Discount Rate to all of the Participating Low-Income Customers as of the date of termination. In the event of such termination, Off-Taker shall reasonably cooperate with such Provider (and to the extent that Off-Taker is commercially able, promote any transition and continued application of the Low-Income Customer Discount Rate) to ensure the continued eligibility of the Systems (including eligibility for any adders) under the SMART Program. In the event that this

Agreement is terminated due to the Off-Taker Default set forth in Section 9.2(a)(iv), Off-Taker shall pay to Provider an amount equal to the "net" amount of any applicable adders, including but not limited to the "Low-Income Community Shared Solar Compensation Rate Adder" that Provider would have received during the remainder of the Term.

10. INDEMNIFICATION.

Unless otherwise exempted by law, Master Provider and each Provider shall indemnify and hold harmless the Off-Taker and its departments, agents, officers, and employees against any and all claims, liabilities, and costs for personal injury or property damages, patent, or copyright infringement, or other damages that the Off-Taker may sustain which arise out of or in connection with the Master Provider's or Provider's performance of this Agreement, including but not limited to the negligent, reckless or intentional conduct of the Master Provider or any Provider, its agents, officers, employees, subcontractors. The Master Provider and any Provider shall at no time be considered an agent or representative of the Off-Taker. After prompt notification of a claim by the Off-Taker, the Master Provider or the applicable Provider shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Off-Taker shall not be liable for any costs incurred by the Master Provider or any Provider arising under this paragraph. Any indemnification of the Master Provider or a Provider shall be subject to appropriation and applicable law.

11. ASSIGNMENT.

11.1 Assignment by Provider. A Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement (including any System Appendixes) or any interest therein, without the prior written consent of Off-Taker, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Off-Taker, a Provider may (i) assign this Agreement in whole or in part to an Affiliate of equal or greater creditworthiness (subject to the requirements of the Escrow Agreement), (ii) assign this Agreement in whole or in part as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction), or (iii) assign this Agreement in whole or in part to a party that owns or acquires ownership of the System (or, for the avoidance of doubt, the development rights thereto. In the event that a Provider identifies such secured Financing Party in a notice to Off-Taker, then Off-Taker shall comply with the provisions set forth in Exhibit A to this Agreement. Any Financing Party shall be an intended third-party beneficiary of this Section 11.1. Without limiting the generality of the foregoing, Off-Taker acknowledges and agrees (A) that Master Provider's affiliates may develop the System using multiple project entities, each of which would own and operate a portion of the System, and (B) to execute any documentation reasonably requested by a Provider to evidence such project entity's assumption of a Provider's rights and obligations under this Agreement corresponding to such portion of the System(s), including, without limitation, any assignment agreement (including a consent to collateral assignment), estoppel certificate, amendment to this Agreement, or separate energy credit purchase agreement.

11.2 Acknowledgment of Collateral Assignment. In the event that a Provider identifies a secured Financing Party in a notice to Off-Taker, then Off-Taker hereby:

(a) acknowledges the collateral assignment by such Provider to the Financing Party, of such Provider's right, title and interest in, to and under the Agreement, as consented to under Section 11.1 of the Agreement;

(b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to such Provider's interests in this Agreement but not in derogation of any right of Off-Taker under this Agreement; and

(c) acknowledges that it has been advised that such Provider has granted a first priority perfected security interest in the System(s) to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing.

Any Financing Party shall be an intended third-party beneficiary of this Section 11.2.

11.3 Assignment by Off-Taker. Off-Taker shall not assign the Agreement or any interest therein, without each Provider's prior written consent.

12. NOTICES.

12.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party, with copy to the Administrator, (or Financing Party, as the case may be) at the addresses set forth on Schedule 1, or at such other address as may be designated in writing in a notice to the other Party from time to time.

12.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed delivered to the addressee or its office when received at the address for notice specified in Schedule 1 when hand delivered, on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. Mail. Master Provider shall arrange for delivery of any notice to its affiliates deemed a Provider by reason of its execution of a Form of Systems Appendix.

13. CONFIDENTIALITY.

13.1 Confidentiality Obligation. The Off-Taker shall act in accordance with the provisions of M.G.L. Chapter 4, Section 7, and M.G.L. Chapter 66, Section 10, and other applicable statutes, if any, relative to any requests for public information concerning sections 3.5 and 4.1 through 4.4 as well as Schedule 1 of this Agreement received from a third party. Consistent with the foregoing, if either Party provides confidential information and such designation has been expressly communicated to the other Party (it being understood that the terms and conditions of this Agreement shall be deemed to have been designated confidential in writing without further communication) ("Confidential Information") to the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. For the avoidance of doubt, any list of Participating Low-Income Customers or any account information related to the Participating Low-Income Customers including,

without limitation, account number, historic usage data, metering, and billing and payment information shall be considered Confidential Information. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 13.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

13.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

(a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) is or becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

13.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material, including publicly referring to this Agreement or the matters that are the subject of the Agreement, without the prior written consent of such other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party.

13.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Agreement by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

14. MISCELLANEOUS.

14.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Off-Taker with respect to the subject matter hereof and thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference.

14.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of a Provider and Off-Taker.

14.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

14.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of a Provider or Off-Taker shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

14.5 Limited Effect of Waiver. No delay or omission of the right to exercise any power by either Party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence in any default. One or more waivers, of any covenant, term or condition of this Agreement by either Party shall not be construed by the other Party as a waiver of a subsequent breach of the same covenants, terms or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

14.6 Survival. The obligations under Section 6.3 (Exclusion of Warranties), Section 7 (Taxes and Governmental Fees), Section 9.1(b) (Off-Taker's Remedies), Section 9.2(b) (Provider's Remedies), Section 10 (Limitations of Liability), Section 12 (Notices), Section 13 (Confidentiality), Section 14 (Miscellaneous), or under other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

14.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without reference to any choice of law principles. The Parties agree that the courts of Massachusetts and the federal courts sitting in Suffolk County, Massachusetts, shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement by any courts described in this Section 14.7.

14.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or

unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

14.9 Relation of the Parties. The relationship between Provider and Off-Taker shall not be that of partners, agents, or joint venturers of one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. A Provider and Off-Taker, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk. Neither Party shall hold itself out as having the authority to bind the other Party.

14.10 Forward Contract; Bankruptcy Code; Service Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Provider is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Provider is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Off-Taker agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Off-Taker is a debtor, The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

14.11 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of each Provider and Off-Taker and their respective successors and permitted assigns.

14.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

14.13 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party and such document shall have the force of an original.

14.14 Immunity. This Performance under this Agreement by the Off-Taker, their agents, servants, and employees, shall be for public and governmental purposes, and all privileges and immunities from liability enjoyed by governmental units, their agents, servants, and employees, shall extend to performance under this Agreement to the extent permitted by Massachusetts and Federal law; provided that, notwithstanding any provisions of law or charter to the contrary, neither party to this Agreement shall be exempt from liability for its obligations under this Agreement.

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IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this SMART Municipal Aggregation Master Memorandum of Understanding and intending to be legally bound hereby, Master Provider and Off-Taker have executed this SMART Municipal Aggregation Master Memorandum of Understanding by their duly authorized representatives under seal as of the date first above written.

MASTER PROVIDER: **NEXTGRID INC**

By:_____

Title: President

Name: Aaron Culig

OFF-TAKER: **CITY OF NORTH ADAMS** Massachusetts

By:_____

Title: Mayor

Name: Thomas W. Bernard

Exhibit A

Certain Agreements for the Benefit of Financing Parties

Off-Taker acknowledges that a Provider will be financing the installation of the Systems either through a lessor, lender or with financing accommodations from one or more financial institutions and that a Provider may sell or assign the Systems and/or may secure a Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the Systems. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which a Provider has notified Off-Taker in writing, Off-Taker agrees as follows:

(a) Consent to Collateral Assignment. Off-Taker consents to the collateral assignment by a Provider to a lender or a financing party (providing equity, loans or any other source of financing) that has directly or indirectly provided financing of the Systems, of such Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Off-Taker will deliver to the Financing Party at the address for the Financing Party stated in the Agreement (or such other address provided by a Provider or Financing Party to Off-Taker), concurrently with delivery thereof to a Provider, a copy of each notice of default given by Off-Taker under the Agreement, inclusive of a reasonable description of a Provider's default. No such notice will be effective absent delivery to the Financing Party pursuant to this paragraph. Off-Taker will not mutually agree with a Provider to terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of a Provider, any and all rights and remedies of a Provider under this Agreement in accordance with the terms of this Agreement and shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System(s) subject to the Event of Default, subject to Off-Taker's rights under this Agreement.

ii. The Financing Party shall have the right, but not the obligation, to allocate the Allocated Value due under this Agreement (with respect to Systems that are subject to the same lien or security of that Financing Party) and to perform any other act, duty or obligation required of a Provider thereunder or cause to be cured any default of such Provider thereunder in the time and manner provided by the terms of this Agreement. Unless the Financing Party has succeeded to a Provider's interests under this Agreement, nothing herein requires the Financing Party to cure any default of a Provider under this Agreement or to perform any act, duty or obligation of a Provider under this Agreement, but Off-Taker hereby gives it the option to do so and does not waive Off-Taker's rights to pursue any available remedy for failure to cure a default.

iii. Upon the exercise of remedies under its security interest in any Systems, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Off-Taker of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default of the assignment provisions under this Agreement, provided that any assignment of this Agreement in such

circumstances is to a party that is acquiring such Systems (or a Provider's leasehold interest in such Systems).

(d) Right to Cure.

i. Off-Taker will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to any Financing Party (at the address provided by a Provider) of Off-Taker's intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and such condition is not cured within the cure periods provided for in this Agreement. The Parties' respective obligations will otherwise remain in effect during any cure period.

ii. If the Financing Party (including any Off-Taker or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of a portion or all of a Provider's assets and shall, within the time periods described in paragraph (d)(i) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner and time periods required by this Agreement, but in no event less than 30 days for payment defaults and 60 days for performance defaults, then such person or entity shall no longer be in default under this Agreement for the relevant Systems, and this Agreement shall continue in full force and effect.

**

EXHIBIT B

FORM OF SYSTEMS APPENDIX NO. 1

MARCH 26, 2021

This Systems Appendix, along with the Schedule of Systems attached hereto and made a part hereof, (i) establishes and defines one or more incremental Systems as being qualified as Low Income Community Shared Solar Tariff Generating Units under SMART to be utilized to provide for the delivery of electricity at discounted prices to low income consumers of the City of North Adams Municipal Aggregation Program ("MAP") subject to the terms and conditions of the SMART Municipal Aggregation Master Memorandum of Understanding ("Agreement"), dated March 26, 2021between **NEXTGRID INC** ("Provider") and the CITY OF NORTH ADAMS Massachusetts ("Off-Taker"), (ii) binds and subjects an Affiliate of the Master Provider to the terms, conditions and obligations stated in the Agreement and (iii) provides a cumulative and updated list of all Systems (by each Affiliate of the Master Provider) that are subject to the terms of the Agreement and a related Master Administrative Services Agreement as of the date of this Systems Appendix. Execution and delivery of this Systems Appendix represents a legally binding agreement between Affiliate executing this form, which Affiliate shall thereafter be deemed a Provider pursuant to the terms and conditions of the Agreement with respect to the Systems described herein and Off-Taker for the consideration described in the Agreement and the terms and conditions of the Agreement are expressly incorporated herein, except to the extent expressly stated. This Systems Appendix, together with the aforementioned Agreement, constitute a single agreement between the Parties and any capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

Ratification of the Terms and Conditions of the Agreement

Except as expressly amended or waived by this Systems Appendix, the terms, conditions, covenants, agreements, warranties and representations contained in the Agreement are in all respects ratified, confirmed and remade or made as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

Prior Systems Appendices

All previously executed Systems Appendices between the any Affiliate of Master Provider executing this Systems Appendix and Off-Taker are hereby superseded and replaced by this Systems Appendix with respect to the Schedule of Systems.

Counterparts

This Systems Appendix may be executed in counterparts, all of which together shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in the Agreement and intending to be legally bound hereby, Provider and Off-Taker have executed this Systems Appendix by their duly authorized representatives under seal as of the date first above written.

PROVIDER: Next Grid Colton, LLC

By:_____
Name: Aaron Culig
Title: Member

OFF-TAKER: **CITY OF NORTH ADAMS** Massachusetts

By:_____
Name: Thomas W. Bernard
Title: Mayor

Acceptance and acknowledgement of Master Provider that Provider is an Affiliate for purposes of the MOU Agreement:

MASTER PROVIDER: **NEXTGRID INC**

By:_____
Name: Aaron Culig
Title: President

SYSTEMS APPENDIX NO. 1 - SCHEDULE OF SYSTEMS

System Entity	Next Grid Colton, LLC
SMART ID	SMANG 19656
Premise Location	3 & 7 Colton Rd Millbury MA
Construction Start	5/25/2021
Estimated COD	12/31/2021
Actual COD	
Capacity (DC/AC)	4155 kw / 3400 kw
Year 1 Expected Production	5,600 MWh
Estimated Allocated Production (MWh)	4,732 MWh
Estimated Allocated Percentage (%)	84.5%
Low-Income Customer Discount Rate ($/kWh)	$.02 / kWh

Estimated Allocated Annual Production:

Commencing on the Commercial Operation Date with respect to each System is expected to decrease by approximately six tenths of one percent (.6%) each Operations Year thereafter. The foregoing values are estimates and Provider shall have the right to update these values by the Commercial Operation Date.

SCHEDULES

Schedule 1 —Projected MAP Customer Consumption and Notice Information

Off-Taker Projected Low-Income Customer Consumption (kWh/year):	**4,019,300**

Off-Taker:

CITY OF NORTH ADAMS
Attn: Mayor's Office
10 Main Street
North Adams, MA 01247

With a copy to Administrator:

Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, MA 01752
Attn: Mark Cappadona, President

Provider:

NEXTGRID INC
Attn: Legal
PO Box 7775 #73069
San Francisco, CA 94120

With a copy to Administrator:

Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, MA 01752
Attn: Mark Cappadona, President