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December 6, 2023

Ms. Luly Massaro, Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**Re: *Docket No. 22-33-WW- Pawtucket Water Supply Board
General Rate Filing***

Dear Ms. Massaro:

Enclosed please find an original and nine copies of the following document:

1. The Pawtucket Water Supply Board's Response to the Rhode Island Division of Public Utilities and Carrier's Data Requests (Set Three).

Please note that an electronic copy of this document has been provided to the service list.

Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough, Jr.

cc: Service List (via electronic mail)

DIV 3-1: Reference DF Schedule 2.3, page 1. In the derivation of Class Peaking Factors, please explain how the Maximum Hour: Day Ratio for the Wholesale Class was determined.

Response: The Maximum Hour: Day Ratio for the Wholesale Class of 1.10 was utilized in lieu of the System Maximum Hour: Day Ratio to recognize the likelihood that hourly peaking corresponds more closely with the PWSB's retail customer class (Small and Medium/Large). In absence of specific data, outside of those which were utilized to calculate the System Maximum Hour: Day Ratio, an estimate of 1.10 was relied upon.

Prepared by: David Fox

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

DOCKET NO. 22-30-WW

Response Of The Pawtucket Water Supply Board

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DIV 3-2. Reference Div 1-4 a. Attachment. Please explain how the 15% allocation for the Water Supply Board for Personnel, Payroll, and Purchasing was determined.

Response: The 15% allocation was determined by the City of Pawtucket Finance Department.

Prepared by: Jim DeCelles

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Div. 3-3: Reference Div 1-4 b. Attachment. Please explain what is reported in Item 3.

Response: The attachment to Div. 1-4 b. is a statement the PWSB received from the Division. The PWSB did not prepare this statement. However, the PWSB believes that item 3 is a summation of revenues from all utilities regulated by the Rhode Island Public Utilities Commission.

Prepared by: James DeCelles

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

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Div. 3-4: Please explain if any of the Commercial customers served by the PWSB are served by meters larger than 1-inch.

Response: The PWSB serves 177 commercial customers with a meter larger than 1 inch.

Prepared by: James DeCelles

Div. 3-5: Reference the response to DIV 1-6.

- a) Please explain why the Total Billings are significantly less than the electricity costs reflected in DF Sch. 3.0 of the PWSB's filing; and
- b) In the Excel file accompanying this response, please explain how the monthly solar credits are calculated;

Response:

a) Total Billings are reflected net of the solar net metering credits. There are specific accounts, mainly in the Purification category, that reflect cumulative excess credits. The excess credits represent net metering credits allocated to a specific electric billing account that are more than the cumulative billing charges for electricity. The PWSB is in the process of working with the City of Pawtucket to re-align the allocation of future net metering credits by reducing allocations to some accounts within the Purification category to allow for the cumulative excess credits to be consumed by increasing allocations to other accounts within the Source of Supply for example. PWSB is also working with the City of Pawtucket to reduce future net metering credits by re-evaluating the electric consumption forecast figures used in computing these credits.

b) The solar credits are calculated by Rhode Island Energy based on (i) the kilowatt hours (kWhs) produced by the applicable solar facility for the applicable monthly period multiplied by the current account net metering credit rate value per kWh multiplied by PWSB's meter allocation percentage found on RI Energy – Schedule B.

Prepared by: Michael Lecours

Div. 3-6: Reference DF Schedule 2.0, page 2. Please explain how the inch-mile percentages are reflected in the allocation of costs, and why the percentages are based on service pipes 12-inches and smaller and greater than 12-inches.

Response: The Inch-Miles are utilized to reduce Max Day and Peak Hour revenue requirements by the Max Day and Peak Hour T&D expenses associated with distribution. It was assumed that service pipes of 12-inches and smaller are associated with the distribution system, and service pipes larger than 12-inches are transmission-related.

Prepared by: David Fox

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

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Div. 3-7: Reference DF Schedule 2.0, page 2. Please provide a mileage breakdown of transmission/distribution mains.

Response: Please see attached.

Prepared by: James DeCelles

Mains by Size and Material (mi)

	DI	CI (C&L)	CI	HDPE	PVC	Copper	Total
1"			0.03				0.03
2"	0.04	0.03	0.23		0.21	0.14	0.66
4"	0.28	0.04	0.18				0.50
6"	17.12	63.58	1.82				82.53
8"	73.77	37.54	1.30				112.61
10"	0.04	1.42	0.00	0.17			1.64
12"	14.14	36.11	0.25				50.49
14"	0.01	0.00	0.00				0.01
16"	1.50	3.38	0.00				4.87
18"	0.00	0.00	0.00				0.00
20"	2.86	6.44	0.02				9.32
24"	0.28	7.20	0.01				7.49
30"	0.00	0.00	0.00				0.00
36"	1.13	0.38	0.00				1.51
42"	0.00	0.00	0.00	0.49			0.49
48"	0.01	0.00	0.00				0.01
Total	111.20	156.12	3.85	0.66	0.21	0.14	272.18

Note

- 1) This table includes Raw Water Lines and Treatment Plant Residue lines
- 2) This table does NOT include hydrant laterals.
- 3) This Table not updated for MR-12

% CI 58.8%

% DI 40.9%

Div. 3-8: Reference DF Schedule 8.0, page 1. Please explain why a 32.5% rate decrease is appropriate for 2-inch Private Fire.

Response: The 32.5% rate decrease is attributable to the allocated cost of service study, and resulting calculation of private fire protection fees. Other than relying upon this calculation as a basis for justifying the appropriateness, it could also be appropriate to not allow a charge to decrease for rate mitigation purposes, as others are increasing, and maintain the existing charge for 2-inch private fire connections.

Prepared by: David Fox

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Div. 3-9: Reference DF Schedule 4.0, page 4. Please explain how the number of meters was calculated, and why the number of meters is not equal to 277,536, which is the number of meters identified on DF Schedule 2.0, page 1 of 23,128, times 12.

Response: This value represents only accounts within the boundaries of the City of Pawtucket. While preparing the response to DIV 3-10, there were additional Pawtucket accounts identified. As such, the annual number of Pawtucket accounts should have been 210,540, or 17,545 times 12.

Prepared by: David Fox

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Div. 3-10: Reference DF Schedule 4.0, page 4, number of meters. Please provide a breakdown the 17,411 meters by size which was used to calculate the number of meters ($17,411 \times 12 = 208,932$).

Response: Please see Microsoft Excel attachment DIV 3-10. Note that the number of accounts has been updated per the explanation in response to DIV 3-9.

Prepared by: David Fox

Div. 3-11 Reference DF Schedule 3.0, page 2.

- a) Please identify all of the functions of the Customer Service department; and
- b) Please explain why it is reasonable to assign 100% of Customer Service costs to the billing function.

Response:

a. The following functions are performed by the PWSB Customer Service department:

- Process the monthly billing and adjustments to all 23,000 accounts.
- Handle all collections processes, including the water tax lien sale.
- Handle all opening and closing account requests.
- Support all customer inquiries regarding billing, water quality, website navigation and all other inquiries.

b. For purposes of the cost of service study, the nomenclature "Billing" includes Customer Service functions. Per Mr. Lecours' response to part a. of this question, all functions associated with the expense of the Customer Service department coincide with billing and customer service, and as such, it is my opinion that it is reasonable to assign 100% of all Customer Service costs to the Billing function.

Prepared by: a. Michael Lecours, and b. David Fox

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Div. 3-12: Reference DF Schedule 1.0. Please explain how Salaries and Wages – regular for each expense item category (e.g., General & Administrative, Customer Service, etc.) was determined. Provide supporting documentation and calculations in Excel format.

Response: Please see the Microsoft Excel attachment DIV 3-12, and refer to worksheet Summary. Specifically in Excel rows 88-96, where the calculation of Salaries and Wages – regular are summarized by expense item category, with formulae intact.

Prepared by: David Fox

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

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Div. 3-13: Reference DF Schedule 3.4, page 2. Please explain how the percentage of time was determined. Provide supporting documentation and calculations in Excel format.

Response: The percentage of time was determined based on compiling the cost of work orders corresponding to water mains, hydrants, and services. Please see Microsoft Excel attachment DIV 3-13.

Prepared by: David Fox

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Div. 3-14: DIV 3-14. Reference DF Schedule 3.1, page 1.

- a. Please explain why pumping expenses are not included as an expense category in Schedule 3.0; and
- b. Please explain why it is reasonable to allocate general plant to the billing function when no source of supply, pumping, purification or transmission and distribution plant has been allocated to the billing function.

Response: a. The PWSB includes pumping expenses within its Source of Supply department. Pumping is only tracked as a standalone department for accounting purposes of assets and depreciation.

b. Some general plant assets are maintained by the PWSB to perform functions outside of source of supply, pumping, purification, and transmission and distribution, such as billing and customer service. As such, a percentage of general plant was allocated to billing (including customer service), utilizing the composite allocation of functionalized operating expenses, less Administrative and General.

Prepared by: David Fox

Div. 3-15: Reference the response to DIV 1-6.

- a. Please provide a copy of the Revity Energy solar contract, including any addendums, modifications, and accompanying documentation describing the complete terms of PWSB's service arrangement. Additionally, please provide copies of any companion contracts or agreements, such as arrangements with the local utility, as applicable.
- b. As it relates to the Excel file provided in response to DIV 1-6, Tab "R – Admin," please indicate where each of the following elements are described within the provided materials. If not described, please provide a detailed description of each element:
 - i. The "Credit Value" (e.g., R – Admin, Column F)
 - ii. The "Allocation %" (e.g., R – Admin, Column H)
 - iii. The "Discount Rate" (e.g., R – Admin, Column L)
 - iv. The "PWSB Allocation %" (e.g., R – Admin, Column P)
- c. Please describe the basis of determining which PWSB electric accounts are subject to solar billing/crediting.
- d. What is the process by which PSWB pays Revity Energy for incurred solar costs on a monthly basis?
- e. What do the "Other Charges/Adj" (e.g., Tab "Admin," Column T) represent, and how are they determined on a monthly basis?

Response:

- a. See DIV 3-15 attachment for a copy of the current Revity Energy solar contract.
- b. The following are the definition of the following terms provided in response to DIV 1-6 Tab "R-Admin":
 - The "Credit Value" is the value of the net metering credit per kilowatt hour (kWh).
 - The "Allocation %" is the percentage of the net metering credits that is allocated to the City of Pawtucket from two separate Revity solar system farms.
 - The "Discount Rate" represents the contractual arrangement between Revity and the City of Pawtucket in which Revity sells net metering credits at a 35 percent discount.

- The "PWSB Allocation %" is the percentage of net metering credits that is allocated to a particular PWSB department as a percentage of the aggregate credits purchased by the City of Pawtucket from Reivity.

c. The City of Pawtucket dictates to Reivity the desired allocation of net metering credits. The desired allocation of net metering credits is dependent upon historical and future electricity consumption patterns and expectations of the accounts as determined by the City of Pawtucket.

d. The City of Pawtucket is invoiced monthly by Reivity after the net metering credits are transferred. The City of Pawtucket as Net 20-day payment terms. Based upon the allocation percentages assigned to PWSB accounts, The City of Pawtucket calculates the appropriate amount and in turn charges PWSB through a municipal administrative charge. Upon receiving the municipal administrative charge from The City of Pawtucket, the PWSB transfers the appropriate amount of cash from its individual cash accounts to the City of Pawtucket main cash account to relieve its payable to the City.

e. These "Other Charges/Adjustments" charges represent RI Energy billing amounts for miscellaneous charges such as, but are not limited to, LUM HPS FLD 400W facility charges, general credits, paperless billing credits, high voltage discounts, high voltage metering credits and late payment charges.

Prepared by: Michael Lecours

NET METERING FINANCING ARRANGEMENT

This Net Metering Financing Arrangement (this "**Agreement**") made and entered into as of May 1, 2019, (the "**Effective Date**") by and between Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC, a Rhode Island limited liability company, for itself and any and all assignees permitted hereunder ("**Seller**"), and the City of Pawtucket, a municipal corporation with a principal place of business located at 137 Roosevelt Avenue, Pawtucket, Rhode Island ("**City**"). Seller and the City may be referred to herein collectively as the "**Parties**," and individually as a "**Party**."

RECITALS

A. Seller is in the process of constructing a solar renewable energy generation facility within the Town of Hopkinton at the location described in Exhibit A (the "**Property**"), which Facility will produce the net metering capacity output set forth in Exhibit C (the "**Facility**").

B. Upon achieving Commercial Operation (as defined below), the Facility will be capable of remote net metering in order to offset the cost of electricity incurred by the City and other eligible City counterparties which shall include the City counterparties listed on Exhibit D attached hereto.

C. The Parties intend that, pursuant to the Net Metering Rules (as defined below), the Facility will be comprised of an eligible Net Metering Facility developed pursuant to a Net Metering Financing Arrangement (as defined below) and will generate Renewable Net Metering Credits (as defined below) that shall be utilized to offset existing City and other eligible City counterparties electrical accounts.

D. Subject to the terms and conditions of this Agreement, Seller desires to sell and deliver to City, and City desires to purchase and accept delivery from Seller, all of the Renewable Net Metering Credits generated by the Facility (but not the Environmental Attributes or the Tax Attributes) and net metered to City's accounts during the Term, so that City, as Net Metering Customer, receives all Renewable Net Metering Credits generated by the Facility and will allocate Renewable Net Metering Credits for use in offsetting the utility bills associated with the existing City and other eligible City counterparties electrical accounts..

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1 DEFINED TERMS

As used in this Agreement, the following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

"**Adjusted Designed Output**" shall have the meaning set forth on Exhibit C.

"**Affiliate**" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"**Agreement**" means this Net Metering Financing Arrangement, including all exhibits and attachments hereto.

"Applicable Legal Requirements" means any law, act, rule, regulation, requirement, standard, order by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, and all licenses, permits, and other governmental approvals and consents, which are applicable to the Facility, Property, Facility, Electricity, Renewable Net Metering Credits and a Party's rights and obligations hereunder, including, without limitation, the construction, operation, maintenance and ownership of the Facility, as well as the selling and purchasing of electricity, and the accrual of associated Renewable Net Metering Credits therefrom.

"Bankrupt" means, with respect to a Party: (i) a Party against which a bankruptcy, receivership or other insolvency proceeding is instituted and not dismissed, stayed or vacated within sixty (60) days thereafter; or (ii) a Party that has made a general assignment for the benefit of creditors, become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

"Billing Cycle" means the monthly billing cycle established by the LDC.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

"City" has the meaning set forth in the introductory paragraph of this Agreement.

"City Allocation Percentage" has the meaning set forth in Exhibit C of this Agreement.

"Commercial Operation," with respect to a Facility, means that the Facility is ready for regular, daily operation, has been interconnected to the LDC system, has been accepted by the LDC (to the extent required), and is capable of producing Electricity at full or substantially full capacity, has been installed in accordance with Applicable Legal Requirements, and qualifies as a Net Metering Facility under the Net Metering Rules.

"Commercial Operation Date" means the first day on which the Facility is ready for Commercial Operation, identified from the LDC's Authorization to Interconnect Email and delivered by Seller to City pursuant to Section 3.2.

"Construction Commencement Date" means the date sixty (60) days after Seller obtains all necessary approvals and permits to commence construction on the Property in connection with the installation of the Facility or on any other date as agreed to or extended by the Parties.

"Contract Year" means a 365-day period commencing on the Commercial Operation Date and each anniversary thereafter.

"Customer Interconnection Acknowledgement Agreement" shall have the meaning set forth in Section 7.3(b) of this Agreement.

"Delivery Point" for the Facility means the LDC Metering Device.

"Designated Third Party" has the meaning set forth in Section 15.2 (a).

"Early Termination Date" has the meaning set forth in Section 2.3.

"Effective Date" is the date first set forth in the introductory paragraph of this Agreement.

"Electricity" means the actual and verifiable amount of electricity generated by the Facility and delivered to the LDC at the Seller Metering Device in whole kilowatt-hours (kWh), and that conforms to Applicable Legal Requirements and the applicable LDC and authoritative regulatory body standards.

"Environmental Attributes" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the State of Rhode Island or any other jurisdiction, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility and/or its electricity generation.

"Event of Default" has the meaning set forth in Article 9.

"Facility" has the meanings set forth in the recitals. For avoidance of doubt, except as otherwise expressly provided herein, the term "Facility" as used in this Agreement shall correspond with the term "Generation Unit" as defined in R.I. Gen. Laws §39-26-2 and as used in the Net Metering Rules.

"Force Majeure" means any event or circumstance that prevents Seller or City from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of Seller, and (ii) by the exercise of reasonable due diligence, Seller or City is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of Seller; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity.

"Governmental Authority" means the United States of America, the State of Rhode Island, and any political or municipal subdivision thereof (not including City), and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Metering Credits or this Agreement.

"Headings" the headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

"Interconnection Obligations" shall have the meaning set forth in Section 3.3.

"Interest Rate" means the lesser of (a) one percent (1%) per month and (b) the maximum rate permitted by applicable law.

"Invoice" shall have the meaning set forth in Section 4.3.

"kWh" means kilowatt-hour.

"Laws" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

"LDC" means National Grid USA or its successor local distribution company.

"LDC Metering Device" means, with respect to the Facility, the LDC meter furnished and installed by the LDC for the purpose of measuring the Electricity delivered by the LDC to the Net Metering Customer and delivered by the Net Metering Customer to the LDC.

"LDC System" means the electric distribution system operated and maintained by the LDC.

"Lender" means the entity or persons(s) providing financing to or for the benefit of Seller in connection with the Facility and/or the entity acting as collateral agent in respect of such financing.

"Net Metering Financing Arrangement" shall have the meaning set forth in the Net Metering Rules.

"Net Metering" shall have the meaning set forth in the Net Metering Rules.

"Net Metering Credit Rate," with respect to a particular annual Billing Cycle, means the average dollar per kWh value of a Renewable Net Metering Credit accruable to the Net Metering Customer of the Facility for that Billing Cycle.

"Net Metering Credit Value," with respect to a particular annual Billing Cycle, means the dollar value of a Renewable Net Metering Credit accruable to the Net Metering Customer of the Facility for that Billing Cycle.

"Net Metering Customer" shall have the meaning given this term in the Net Metering Rules. The Net Metering Customer under this Agreement is the City.

"Net Metering Facility" shall have the meaning set forth in the Net Metering Rules.

"Net Metering Rules" means, collectively and as amended from time to time, the Rhode Island net metering statute, R.I. Gen. Laws §39-26.4 et seq., any rules or regulations relating to Net Metering adopted by the PUC, orders issued by PUC relating to Net Metering (and the appendices thereto) and the associated net metering tariff of the LDC.

"Outside Construction Commencement Date," means March 1, 2019 or any date as agreed to in writing by the Parties, provided that such period of time shall be extended for a period of time concurrent with the periods of time required for (i) the LDC's completion of any required LDC System upgrades or resolution of any other delays caused through no fault of Seller, by the LDC, including, without limitation, the LDC's failure to comply with its interconnection tariff ("LDC Delay"), (ii) the resolution of any challenge to any permit or approval relating to the Facility; and (iii) any weather related delays, provided that any extension to the Outside Commercial Operation date shall not exceed ninety (90) calendar days unless, in the case of a LDC Delay, the Facility is substantially complete on or before the expiration of such period, provided, however, that even in such event, such date shall not exceed 180 calendar days.

"Person" means an individual, general or limited partnership, corporation, Municipal Corporation, business trust, Joint Stock Company, trust, unincorporated association, joint venture, Governmental Authority,

limited liability Company, or any other entity of whatever nature.

"Property" shall have the meaning set forth in Exhibit A or such other property that Seller shall designate in its sole discretion.

"Prudent Industry Practices" means the practices, methods, acts, and standards of care, skill, safety and diligence commonly employed or engaged in by experienced and prudent professionals, acting with reasonable care, in the solar electric generation industry in the financing, permitting, design, construction, operation and maintenance of generating equipment similar in size and technology to the Facility, and that are compliant with Applicable Legal Requirements, taking into consideration appropriate economic factors.

"Net Metering Limit" shall have the meaning set forth in Section 7.2 (b) of this Agreement.

"PUC" means the State of Rhode Island Public Utilities Commission or its successors.

"Renewable Net Metering Credit" means the applicable monetary value of a kilowatt- hour of electricity, determined in accordance with the Net Metering Rules, generated by a Solar Net Metering Facility, as defined in accordance with the Net Metering Rules.

"Seller" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Seller Metering Device" means, with respect to the Facility, any and all revenue Seller meters installed by Seller at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by the Facility.

"Target Buyer Accounts" shall have the meaning set forth in Section 7.3(a)(ii) and Exhibit C.

"Tax Attributes" shall mean the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning set forth in Section 2.1.

"Termination Date" means the earlier to occur of (i) the last day of the Term; (ii) the Early Termination Date; (iii) the date of termination of this Agreement as the result of an Event of Default; (iv) the date of termination as the result of Force Majeure pursuant to Section 8.2; and (v) the date of termination for any other reason permitted by this Agreement.

"Third Party Allocation Percentage" has the meaning set forth in Section 7.5(a)(ii) of this Agreement.

ARTICLE 2

TERM; CONDITIONS PRECEDENT; EARLY TERMINATION

2.1 **Term.** The term of this Agreement (including any extensions, the **"Term"**) shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twenty fifth (25th) anniversary of the Commercial Operation Date. This Agreement shall be extended automatically for up to two (2) additional five (5) year terms unless City provides written notice of its intent to terminate this Agreement to Seller sixty (60) days prior to the end of the twenty fifth (25th) anniversary of the

Commercial Operation Date and sixty (60) days prior to the end of the first of the additional five (5) year term.

2.2 Conditions Precedent. The commencement of the obligation of Seller to sell Renewable Energy Credits to City under the provisions of this Agreement is subject to the fulfillment of each of the following conditions precedent:

- (a) The Facility shall have obtained all permits and approvals required for the construction and operation of the Facility;
- (b) The Facility shall have obtained project financing at prevailing rates, terms and conditions of similarly situated projects. Seller shall use diligent efforts to obtain such financing;
- (c) Seller and the Town of Hopkinton shall have executed an agreement for the payment in lieu of taxes (“PILOT”) pursuant to Rhode Island General Laws §§ 44-3-21; 44-3-9 and/or 44-3-3, if applicable;
- (d) City, after having received such documents from Seller, shall deliver a copy of the executed documents required by RI-PUC (No. 2207) and LCD, including system eligibility requirements as defined in “Eligible Net Metering System”;
- (e) the Facility shall have been interconnected with the LDC in accordance with the requirements of the interconnection service agreement, the Net Metering Rules and Applicable Legal Requirements;
- (f) the Facility shall have achieved Commercial Operation; and
- (g) Solar Real Estate Holdings, LLC (as landlord) and Seller, the City, and the Town of Cumberland (collectively as tenant) shall have entered into a lease agreement substantially in the form attached hereto as Exhibit E (the “Lease” or “Ground Lease”). By execution of this Agreement, the City agrees to enter into the Lease.

Seller may, in its sole discretion, waive conditions 2.2 (b), (c) and/or (d).

2.3 Early Termination. This Agreement may be terminated prior to the expiration of the Term (the “*Early Termination Date*”):

- (a) by Seller, at any time prior to the Commercial Operation Date, upon thirty (30) days prior written notice to City, in the event that any of the conditions precedent set forth in Section 2.2 have not been satisfied, provided that the lack of satisfaction of any such condition is not the result of Seller's failure to exercise commercially reasonable efforts and diligence;
- (b) by City upon thirty (30) days prior written notice in the event that the Construction Commencement Date has not occurred by the Outside Construction Commencement Date, provided that, City may not exercise its right to terminate under this Section 2.3(b) after the earlier of (i) the Construction Commencement Date and (ii) the date on which Seller notifies City that closing of financing for construction of the Facility has occurred; or
- (c) by either Party in accordance with Section 8.2.

Upon early termination of this Agreement in accordance with this Section 2.3, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof. Following early termination of this Agreement, the Parties shall, without unreasonable delay, enter into a further written agreement mutually releasing the other party.

ARTICLE 3 DEVELOPMENT OF PROJECT

3.1 Development of Facility by Seller. Seller shall undertake all diligent and commercially reasonable, good faith efforts to obtain and maintain required permits and financing for the Facility. Using such efforts, Seller shall design, construct, maintain and operate the Facility in accordance with Applicable Legal Requirements, Prudent Industry Practices, and applicable manufacturers' warranties and instructions and in a manner such that the Facility qualifies as a Net Metering Facility and a Net Metering Financing Arrangement under the Net Metering Rules.

3.2 Notice of Commercial Operation. Subject to the provisions of this Agreement, Seller shall notify and represent to City when the Facility for which City is a Net Metering Customer has achieved Commercial Operation. Seller shall in the notice of Commercial Operation for the Facility provide the Authorization to Interconnect email from the LDC to City to verify the Commercial Operation Date.

3.3 Interconnection Requirements. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Facility to the LDC System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("*Interconnection Obligations*"). In no event will City be responsible for any Interconnection Obligations.

3.4 Cooperation Regarding Authorizations. Seller will prepare, file and manage applications for all permits, approvals, registrations and other related matters with the LDC and any Governmental Authority, including the submission of applications described in this Agreement. These approvals include but are not limited to any and all approvals and any other regulatory entities required to complete the Facility. The City agrees to reasonably cooperate with Seller in preparing such applications and securing such permits, approvals and registrations, including, without limitation, timely executing and delivering all documentation required from City relating thereto.

3.5 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to personal property of the Facility and all Environmental Attributes and Tax Attributes shall be and remain with the Seller.

3.6 Site Security. Seller will follow industry standard security procedures, practices, and policies.

3.7 Liens. Seller shall not cause, create, incur, assume or suffer to exist any lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the Facility. City shall promptly notify Seller of the imposition of a Lien on or with respect to the Facility, and shall promptly discharge such lien.

3.8 Safety Shutdowns. In addition to the right of Seller to shut down the Facility for maintenance in accordance with this Agreement and the Ground Lease, Seller must shutdown the Facility if Seller, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under

the control of Seller, whether or not under the control of City, may interfere with the safe operation of the Facility, or if required to shut down by any Governmental Authority or the LDC. Seller shall give City notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Seller and City shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Facility and to reduce, to the greatest extent practicable, the duration of the shutdown.

ARTICLE 4 PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

4.1 Delivery of Renewable Net Metering Credits. Commencing on the date the Facility achieves Commercial Operation and continuing throughout the remainder of the Term, Seller shall make available to and sell to City on an annual basis all of the Renewable Net Metering Credits produced by the Facility. City shall receive any Renewable Net Metering Credits from the LDC that shall be available under net metering pursuant to this Net Metering Financing Arrangement. To the extent different than the Target Buyer Accounts (as defined in Section 7.3(a)(ii) below, Seller shall provide City a schedule listing the utility meters covered by this Agreement (which shall be some or all of the meters listed in Exhibit C, or, if no such list is provided, then any City account eligible for Net Metering, including without limitation accounts servicing the municipal buildings, street lights, school district, and water supply board). Except as permitted under this Agreement, the Renewable Net Metering Credits purchased by City from Seller under this Agreement shall not be resold, assigned or otherwise transferred to any other person or entity.

4.2 Price for Renewable Net Metering Credits. The price for Renewable Net Metering Credits delivered pursuant to this Agreement shall be calculated in accordance with Section 4.3 and Exhibit B.

4.3. Invoicing and Payment. Monthly, Seller shall provide City with an invoice (the "*Invoice*") reporting the Renewable Net Metering Credits net metered to City's accounts during the prior Billing Cycle (the "*Delivered Quantity*") and charging the City for payment of an amount equal to the Delivered Quantity multiplied by the City Allocation Percentage (the "*Net Metered Quantity*") multiplied by the Price for Renewable Net Metering Credits as set in Exhibit B. Said invoices shall be sent to the address set forth in notice provisions in Section 17 below unless another individual is designated by the City in writing as the appropriate recipient of such invoices. City will remit payment of the amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to both Parties) within twenty (20) days following City's receipt of each such Invoice. Any amounts not paid by the due date will be deemed late and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date but excluding the date the delinquent amount is paid in full. Notwithstanding anything contained herein to the contrary, in the event the City does not identify Target Buyer Accounts with a capacity adequate to consume the entire Adjusted Designed Output of the Facility, then the "Delivered Quantity" shall include the Renewable Net Metering Credits that would have been net metered to the City's accounts had such Target Buyer Accounts been identified, and the amount invoiced to the City (and paid by the City) shall be based upon such adjusted Delivered Quantity.

4.4 Output Certification. Commencing after the third (3rd) anniversary of the Commercial Operation Date, within 30 days following each anniversary of the Commercial Operation Date, Seller shall submit a written certification to the City's Finance Director that Seller was in compliance with its output guaranty obligations set forth under Paragraph 2 of Exhibit C with respect to the immediately preceding 3-year period.

4.5 Invoice Disputes. In the event of a good faith dispute regarding any Invoice, City shall pay the undisputed amount of such Invoice and shall seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Article 13. Upon resolution of the dispute, any required refund or additional payment shall be made within twenty (20) days of such resolution along with interest accrued at the Interest Rate from

and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Any dispute by City with respect to an Invoice or an adjustment thereof is waived unless, within six (6) months after the Invoice is rendered or such adjustment is made, City notifies Seller of such dispute and states the basis for such dispute. Upon City's request with respect to an Invoice, Seller, within ten (10) days, shall provide City with information necessary to permit City to replicate Seller's computation of the invoiced amount.

4.6 Governmental Charges. Seller shall pay all Governmental Charges. Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Electricity or Renewable Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, either Party shall, promptly upon the other Party's request, provide the requesting Party all necessary documentation to evidence such exemption or exclusion.

4.7 Title and Risk of Loss of Electricity. Title to Electricity will pass from Seller to LDC at the applicable Delivery Point. As between Seller and City, risk of loss of the Electricity in excess of the Net Metered Quantity shall at all times remain with Seller.

4.8 Records and Audits. Each Party will keep, for a period of not less than seven (7) years after the expiration or termination of this Agreement records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours.

4.9 Municipal Budget. City shall, each year during the Term of this Agreement, appropriate sufficient funds, either generally or specifically, to meet its obligations hereunder.

ARTICLE 5

TITLE TO ENVIRONMENTAL ATTRIBUTES, TAX ATTRIBUTES AND CAPACITY

5.1 Other than the Renewable Net Metering Credits that accrue to City's account as Net Metering Customer under the Net Metering Rules, Environmental Attributes, Tax Attributes and any rights or credits relating to the generating capacity of the Facility shall remain the property of Seller and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Seller in its sole discretion and for its sole benefit. Subject to Applicable Legal Requirements and the other terms of this Agreement, City shall, upon Seller's reasonable request, take such reasonable actions as are reasonably necessary from time to time in order for Seller to claim the benefits of all Environmental Attributes, Tax Attributes and capacity rights or credits other than the Renewable Net Metering Credits. Seller shall not make any public statements inconsistent with the fact that City is not purchasing any Environmental Attributes, Tax Attributes or capacity rights or credits other than the Renewable Net Metering Credits.

ARTICLE 6

METERING DEVICES; LDC BILLING ADJUSTMENTS

6.1 Metering Equipment. The Parties acknowledge that Seller shall arrange and pay for the LDC to furnish and install the LDC Metering Device. On behalf of City as the LDC's customer of record, Seller shall be responsible for arranging compliance with, and paying for, any LDC customer requirements relating to LDC access to the LDC Metering Device. In addition, Seller shall install, own, operate, and maintain one or more Metering Device at Seller's sole cost and expense.

6.2 Meter Accuracy. City may at any time, with reasonable advance notice to Seller, exercise its rights as the LDC's customer of record to seek testing of the accuracy of the LDC Metering Device. In addition, on behalf of City as the LDC's customer of record, Seller may on its own initiative with reasonable advance notice to City, and shall upon the request of City, exercise City's LDC customer rights to arrange for testing of the accuracy of the LDC Metering Device. The Party requesting such testing shall pay all costs imposed by the LDC for any such testing.

6.3 Billing Adjustments. In the event of a discrepancy between the data generated by the LDC Metering Device and the quantity of Renewable Net Metering Credits reflected on City's invoices from the LDC, Seller shall, upon its own initiative or upon request of City and at Seller's cost and expense, exercise diligent and, commercially reasonable efforts to investigate and remedy the discrepancy in consultation with the LDC. In the event such investigation results in an increase in the Renewable Net Metering Credits credited to City by the LDC, City shall pay for the Electricity corresponding to those credits at the Electricity Price then in effect without interest, and in the event of a decrease in the quantity of Renewable Net Metering Credits credited to City by the LDC, Seller shall provide a credit on City's next invoice for the excess Electricity paid for by City but for which Renewable Net Metering Credits were not credited to City by the LDC.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES; CITY ACKNOWLEDGEMENT

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action (including, without limitation, as to City, obtaining any and all applicable internal municipal approvals and authorizations) and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable Laws;

(b) this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(c) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all Applicable Legal Requirements have executed and are authorized to execute this Agreement in accordance with such Applicable Legal Requirements;

(d) it is acting for its own account and has made its own independent decision to enter into this Agreement;

(e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(f) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.

7.2 Additional Representations and Warranties of City and Seller.

(a) Net Metering Capacity Associated with City. City represents and warrants to Seller that, as of the Effective Date, it is not the Net Metering Customer of other Net Metering Facilities.

(b) Net Metering Facility of a Municipality. Seller represents and warrants to City that it shall exercise commercially reasonable and diligent efforts to develop the Facility in a manner that will qualify the Facility as being comprised of a Net Metering Facility (ies) of a Municipality and a Net Metering Financing Arrangement under the Net Metering Rules.

(c) No Litigation. To the best of Seller's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated that could affect Seller's ability to perform and satisfy its obligations under this Agreement. If Seller learns that any such litigation, action, claim or proceeding is threatened or commenced, Seller shall promptly deliver notice thereof to City.

(d) No Advice. The Parties acknowledge and agree that Seller is not acting as a consultant or advisor to the City for any purpose and that the City is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.

(e) Forward Contract; Bankruptcy Code. The Parties acknowledge and agree that Seller intends that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

7.3 Covenants of City.

(a) Net Metering.

(i) Host Customer. City shall take such reasonable action and execute any documents, that are necessary to designate (and, as necessary, re-designate) Seller to LDC as an authorized recipient of the energy billing and usage data with respect to the LDC utility meters serving the Facility. In addition, City shall take such reasonable actions and execute any documents that are necessary, and otherwise reasonably cooperate with Seller, so as to permit Seller to advocate with the LDC and/or the PUC with respect to City's rights as the LDC customer of record and Net Metering Customer, including, without limitation, for the purpose of ensuring timely and accurate recording of Renewable Net Metering Credits generated in connection with the Facility.

(ii) Allocation of Renewable Net Metering Credits to Target Buyer Accounts. The City shall, and hereby represents to Seller that the City is authorized to, designate its utility accounts with the LDC to receive Renewable Net Metering Credits generated by the Facility, such accounts identified as of the Effective Date in Exhibit C attached hereto (the "*Target Buyer Accounts*"). The City shall promptly take action and execute documents, as reasonably required, to allocate all Renewable Net Metering Credits generated by the Facility to the Target Buyer Accounts, including without limitation, a net metering service application. The City, at the request of Seller, must also consolidate any third-party Supplier with LDC. City understands this is necessary to achieve the maximum offset to its cost of electricity consumption.

(iii) Net Metering Facility of a Governmental Entity. The City acknowledges that the Facility will be an Eligible Net Metering Facility of a municipality or other

governmental entity within the meaning of Rhode Island General Laws § 39-26.4-2, and agrees not to take any action inconsistent with the Facility's status as such a facility.

(iv) Cooperation on Assurance of Net Metering Eligibility. The City agrees to provide such information and reasonable assistance to Seller as may be reasonably necessary to allow Seller to avail itself of any reasonable system established by the PUC and/or the LDC to provide certain assurances that the Facility will be an Eligible Net Metering Facility once the Facility commences operation.

(b) Customer Interconnection Acknowledgement. In order to fulfill the LDC's requirements for interconnecting to the LDC distribution grid an energy generating facility that is owned by one party but is located behind the LDC utility meter of another party, Seller shall be party to the interconnection service agreement and the City agrees, within a reasonable period of time following Seller's request, to enter into the customer interconnection acknowledgement agreement with LDC in a form substantially similar to the form of customer interconnection acknowledgement agreement attached to the LDC's interconnection tariff.

(c) No Resale of Renewable Net Metering Credits. The Renewable Net Metering Credits purchased by the City from Seller under this Agreement shall not be resold to any other Person, nor shall such Renewable Net Metering Credits be assigned or otherwise transferred to any other Person (other than to the LDC pursuant to the Net Metering Rules), without prior approval of Seller, which approval shall not be unreasonably withheld, and the City shall not take any action which would cause the City or Seller to become a utility or public service company.

(d) No Assertion that Seller is a Utility. Provided that Seller has complied with all terms of this Agreement, the City shall not assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any Governmental Authority as a result of Seller's obligations or performance under this Agreement.

(e) Representations and Warranties. City acknowledges that the representations, warranties and covenants contained in this Agreement, including without limitation those set forth in this Article 7, are a material inducement to Seller's willingness to enter into this Agreement and are being relied upon by Seller. City will not cause any action to be taken which would cause any of City's representations or warranties to be false. City agrees immediately to notify Seller in writing of any event or condition which causes a change in the facts related to, or the truth of, any of City's representations, and to execute such documents, take all such further action and perform all such deeds as may be reasonably necessary in order to correct any inaccurate or untrue representation or warranty and perform any covenant or obligation required of the City hereunder or reasonably inferable herefrom. Without limiting any of Seller's other rights and remedies hereunder City hereby covenants and agrees to indemnify and hold Seller harmless for any and all reasonable costs, expenses, and damages arising from the breach of any of the said representations and warranties and the covenants contained herein.

**ARTICLE 8
FORCE MAJEURE**

8.1 Performance Excused by Force Majeure. To the extent either party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and gives notice and details of the Force Majeure to the other party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance), then the reporting party will be excused from the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Seller will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Seller is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Seller in its sole discretion. During the period in which, and to the extent that, obligations of Seller are excused by Force Majeure, City will not be required to perform or resume performance of its obligations to Seller corresponding to the obligations of Seller excused by Force Majeure.

8.2 Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Seller for a period of one-hundred eighty (180) calendar days or longer (provided that such period shall be extended for an additional period of up to ninety (90) calendar days if Seller has promptly commenced efforts to resume performance of its obligations and is diligently continuing such efforts), either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

ARTICLE 9 EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. An "*Event of Default*" means, with respect to a Party (a "*Defaulting Party*"), the occurrence of any of the following:

- (a) such Party's failure to make, when due, any payment required under this Agreement if such failure is not remedied within ten (10) days after receipt of notice of such failure;
- (b) such Party's failure to provide or deliver Renewable Net Metering Credits in accordance with Exhibit C. Notwithstanding the foregoing, the City shall not have the right to terminate this Agreement (or pursue any other remedy, and Seller shall not be in default or Event of Default) due to the requirement in Section 2 of Exhibit C not being satisfied, unless the City delivers to Seller, within the Timeframe (defined below), written notice that such requirement has not been satisfied. "Timeframe" means ninety (90) days after the end of the applicable annual period referred to in Section 2 of Exhibit C. To be clear, the word "annual" in Section 2 of Exhibit C means the three hundred sixty five (365) day period beginning either on the Commercial Operation Date or an anniversary of the Commercial Operation Date;
- (c) such Party's failure to comply with any material provision of this Agreement if such failure is not remedied within sixty (60) days after notice and demand by the non-defaulting Party to cure the same or such longer period (not to exceed ninety (90) days) as may be reasonably required to cure, provided that the defaulting Party diligently continues until such failure is fully cured; or
- (d) such Party becomes Bankrupt.

9.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or applicable law, but subject to the provisions of Article 15 with respect to a Seller Event of Default, shall have the right to (i) terminate this Agreement, upon thirty (30) days' written notice to the Defaulting Party, (ii) withhold any payments due to the Defaulting Party under this Agreement, (iii) suspend performance due to the Defaulting Party under this Agreement, and (iv) exercise all other rights and remedies available at law or in equity to the non-defaulting Party, including recovery of all reasonably foreseeable damages, subject to such limitations on such recovery as required by law, including, but not limited to, the requirement that the non-defaulting Party prove its damages with reasonable certainty, and to mitigate its damages in accordance with law, and as set forth herein. In the event Seller fails to provide or deliver Renewable Net Metering Credits in accordance with Exhibit C, City may seek to recover reasonable damages for costs of replacement Renewable Net Metering Credits and pursue other remedies available at law or equity. Each Party agrees that it has a duty to exercise commercially reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement. Termination of service by Seller shall be in accordance with applicable rules and regulations of the LDC.

9.3 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or inequity, subject, however, to such limitations on relief or the recovery of damages as are required by law.

9.4 Unpaid Obligations. The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 10

CERTAIN RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

10.1 General. Following termination of this Agreement by either Party that is not occasioned by the other Party's default, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

10.2 LDC and Regulatory Matters. Upon the termination or expiration of this Agreement without cause, City upon mutual agreement with Seller shall take such reasonable actions and execute such documents that are necessary to designate Seller or its designee as the LDC customer of record for the LDC utility meters at the Delivery Point. To the extent that the LDC does not permit termination of City's Net Metering Customer status or allocation of Renewable Net Metering Credits to the Target Buyer Accounts (as modified from time to time) as of the effective date of termination or expiration of this Agreement and instead requires termination of such allocation as of a later date, if and only if any termination of the Agreement is not the result of a Seller Event of Default, City's purchase and payment obligations hereunder shall survive with respect to electricity delivered by Seller to the Delivery Point and corresponding with Renewable Net Metering Credits allocated to the Target Buyer Accounts.

ARTICLE 11

INDEMNIFICATION

11.1 Indemnity. In addition to and not in limitation of any other rights and remedies available to City, Seller shall indemnify, defend (provided there is no conflict) and hold harmless City and its officers, employees, agents, representatives and independent contractors, from and against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees (collectively, "*Losses*"), incurred by City arising out of the design, construction, permitting, operation, maintenance, repair or removal of the Facility, Facility and (if owned or maintained by Seller) the LDC Metering Device including, but not limited to, any claims of the LDC for any costs, expenses, liabilities or damages arising from the Facility and/or the Facility. Seller further agrees, if requested by the indemnified party, to investigate, handle, respond to, and defend (provided there is no conflict) any such claim, demand, or suit at its own expense arising under this Article. Should any indemnified party elect to have Seller defend any such claim against the indemnified party, and there exists no conflict of interest in handling such defense, Seller shall, subject to Applicable Legal Requirements, have full, reasonable control of such defense, in its reasonable discretion, and shall keep the indemnified party and its counsel reasonably informed of the defense of such claim and no such claim shall be settled without the approval of the indemnified party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party. In the event Seller is obligated pursuant to this provision to defend City and there is a conflict of interest, Seller shall hire alternative counsel at Seller's expense, to eliminate the conflict.

11.2 Claim Procedure. If the indemnified party seeks indemnification pursuant to this Article, it shall notify Seller of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim, provided that any good faith failure to provide notice as soon as practicable shall not relieve Seller of its obligations hereunder except to the extent that Seller can reasonably demonstrate that such failure has materially and irreparably prejudiced Seller. If any indemnified party elects to have Seller assume defense and indemnification of such claim, Seller may assert any defenses which are or would otherwise be available to the indemnified party.

ARTICLE 12 LIMITATIONS

12.1 Limitation of Liability.

(a) No Liability to Third Parties. Except as otherwise provided in this Agreement, City and Seller agree that this Agreement is not intended for the benefit of any third party (other than Designated Third Parties) and that Seller shall not be liable to any third party by virtue of this Agreement.

(b) No Indirect or Consequential Damages. Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be responsible to the other for any indirect, special, incidental or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection herewith. This Section 12.1 (b) shall apply whether any such indirect, special, incidental or consequential loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise. The foregoing, however, does not apply to Seller's lost revenue under this Agreement in the event that City defaults.

12.2 Limitation on Warranties. Except as expressly provided in this Agreement, including without limitation any guarantees on delivery of Renewable Net Metering Credits listed in Exhibit C, each Party hereby disclaims any and all representations, warranties and guarantees, including warranties of merchantability and fitness for a particular purpose.

**ARTICLE 13
GOVERNING LAW; DISPUTE RESOLUTION**

13.1 Governing Law. This Agreement shall be construed under and governed by the laws and in the courts of the State of Rhode Island or the U.S. District Courts for the State of Rhode Island, without regard to its rules regarding choice of laws. Seller consents to accept service of process by certified mail at its address listed in Article 17 of this Agreement (as such address may be modified from time pursuant to Article 17).

13.2 Dispute Resolution.

(a) The Parties agree to use reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Manager of Seller and the City Council who shall use their respective good faith efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to non-binding mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. The period within which the mediation shall be completed shall not exceed ninety (90) days from the time the dispute arises, unless such time period is modified by written agreement of the Parties involved in the dispute, and the mediation shall be conducted in accordance with procedures mutually agreed to by the Parties. The Parties shall not be required to mediate a dispute for more than a single day of mediation, unless they otherwise agree in writing. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be the Federal Courts and/or State Superior Court located in Providence County, Rhode Island. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Each Party consents to such venue and expressly waives any objections to venue it might otherwise be able to raise.

(e) Notwithstanding anything to the contrary herein, either Party may at any time initiate proceedings to seek equitable and/or injunctive relief to prevent perceived irreparable harm.

**ARTICLE 14
ASSIGNMENT; BINDING EFFECT**

14.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party which shall

not be unreasonably conditioned, withheld or delayed.

14.2 Permitted Assignments by Seller. Notwithstanding anything to the contrary herein, Seller (which, to be clear, includes both the original named Party hereto referred to as “Seller”, and such Party’s successors and assigns) may, without the City’s Consent, assign, all or a portion of its rights and obligations hereunder to (i) an Affiliate of Seller that will be the owner of all or substantially all Facility assets, (ii) an Affiliate of Seller in circumstances other than those described in clause (i), (iii) to the purchaser of substantially all of the assets or memberships interests of Seller, or (iv) to an entity that acquires the Facility or, prior to the construction of the Facility, the development rights thereto. In the event of any such assignment, Seller shall provide written notice to City of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or as of the closing of such transaction will assume) all or a portion of Seller’s rights and all of Seller’s obligations under this Agreement. City agrees to promptly execute any document reasonably requested of Seller in acknowledgement of such assignment and in consent thereto. Seller shall, notwithstanding any assignment hereunder, remain liable under this Agreement, unless any such assignment is a full and effective assignment of all of Seller’s rights and obligations under this Agreement satisfying the terms of this Agreement, and unless otherwise provided by the terms of any assignment agreement between Seller and the assignee, in which event Seller shall have no liability arising under this Agreement after the effective date of the assignment. Upon the request of Seller, the City shall execute a consent and agreement in a form reasonably requested by Seller.

14.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

ARTICLE 15 FINANCING AND RELATED MATTERS

15.1 Special Seller Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Section 3.7 and Article 14, City specifically agrees, without any further request for prior consent, to permit Seller to assign (including, without limitation a collateral assignment), transfer, mortgage, grant security interests or pledge its rights under this Agreement (separately and collectively, an “*Assignment*”) as collateral for the purpose of obtaining financing or refinancing in connection with the Facility, and to sign any agreements reasonably requested of Seller or its Lender to acknowledge and evidence such agreement, provided that any such assignment shall not relieve Seller of its obligations under this Agreement. Upon the request of Seller or its Lender, the City shall execute a consent and agreement in a form attached hereto as Exhibit E, or such other form as may be reasonably requested by Seller or Lender. Among other provisions reasonably requested by Seller or Lender in a consent and agreement, the City shall:

- (a) consent to the collateral assignment for such financing of all of Seller’s right, title and interest in, to and under all agreements with the City (the “*Assigned Agreements*”), the rights, powers, and obligations associated therewith and the profits, distributions, and all other rights to payment, whether in cash, in kind, or in any other form, during their continuance and upon their termination, and the proceeds thereof, including without limitation, all rights of Seller to receive moneys due and to become due under or pursuant to the Assigned Agreements, all rights of Seller to receive proceeds of any insurance, indemnity, warranty, or guaranty with respect to or for breach of or default under any Assigned Agreement, claims of the Seller for damages arising out of or for breach of or default under any Assigned Agreement, and the right of the Seller to terminate any Assigned Agreement, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder (collectively, the “*Assigned Interests*”);

- (b) acknowledge the right of Lender, in the exercise of Lender's rights and remedies pursuant to the Assignment, upon written notice to City, to make all demands, give all notices, take all actions and exercise all rights of Seller under the Assigned Agreements.
- (c) agree that, if Lender notifies City in writing that, pursuant to and in accordance with the Assignment, it has assigned, foreclosed or sold the Assigned Interest, then (A) Lender or its successor, assignee and/or designee, or any purchaser of the Assigned Interests (a "Subsequent Owner") shall be substituted for Borrower under the Assigned Agreements and (B) City shall (1) recognize Lender or the Subsequent Owner, as the case may be, as its counterparty under such Assigned Agreement and (2) continue to perform its obligations under such Assigned Agreement in favor of Lender or the Subsequent Owner, as the case may be.
- (d) agree that if Seller defaults in the performance of any of its obligations under the Assigned Agreements, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreements which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable City to terminate or suspend its performance under the Assigned Agreements (each hereinafter a "*default*"), City shall not terminate or suspend its performance under any Assigned Agreement until it first gives written notice of such default to Lender and affords Lender a period of at least thirty (30) days for any payment default or ninety (90) days for any non-payment default from receipt of such notice to cure such default. In the event the Lender does not cure any such default within such applicable extended cure period, City shall continue to have all rights and remedies afforded to it under such Assigned Agreement.
- (e) agree that in the event any Assigned Agreement is rejected or terminated as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Seller, City shall, at the option of Lender exercised within 45 days after such rejection or termination, enter into a new agreement with Lender having identical terms, conditions, agreements, provisions and limitations as such Assigned Agreement (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually agree), provided that the term under such new agreement shall be no longer than the remaining balance of the term specified in such Assigned Agreement.
- (f) agree that Lender shall not have any liability or obligation under the Assigned Agreements as a result of the City's consent, the Assignment or otherwise, nor shall Lender be obligated or required to (a) perform any of Seller's obligations under the Assigned Agreements, except during any period in which Lender has assumed Seller's rights and obligations under any Assigned Agreement or (b) take any action to collect or enforce any claim for payment assigned under the Assignment.
- (g) agree that if Lender has assumed Seller's rights and obligations under any Assigned Agreement, Lender's liability to the City under such Assigned Agreement and the sole recourse of City in seeking enforcement of the obligations under such agreements, shall be limited to the interest of Lender in the Facility.
- (h) agree to deliver to Lender, concurrently with the delivery thereof to Seller, a copy of any notice, request or demand given by City to Seller pursuant to the Assigned Agreements relating to a default by Seller under any Assigned Agreement; provided, however, failure of City to provide a copy of any such notice, request or demand or any other notice to Lender shall not constitute a breach by the City.
- (i) agree that that no cancellation, suspension or termination of any Assigned Agreement by City, or any other actions taken by City under such Assigned Agreement, shall be binding upon Lender or Seller

without such notice, request or demand (as applicable) and the opportunity to cure during the applicable extended cure period afforded to Seller and/or Lender.

- (j) agree to waive all right of trial by jury in any action, proceeding or counterclaim arising out of or related to or in connection with this Agreement and consent to financing.
- (k) agree that if Lender requires this Agreement to be modified, or if Seller, in good faith, requires this Agreement to be modified in order to finance the solar energy Facility, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments, or if Seller determines in good faith that this Agreement cannot be amended to allow the solar energy Facility to be financed in a commercially reasonable manner, then the terminating Party shall give the other Party thirty (30) days' prior written notice and this Agreement shall terminate without further liability of Seller owning the solar energy Facility to the City and of the City to Seller, provided that the City and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

15.2 Designated Third Party Rights.

(a) Notice to Designated Third Party. City agrees to give copies of any notice provided to Seller by City to the Lender (as well as, if applicable, to any assignee or transferee permitted pursuant to Article 14) of which it has received written notice pursuant to Article 17 (each, a "**Designated Third Party**") provided that, notwithstanding anything to the contrary in this Agreement, at any given point during the Term, City shall not be required to provide notice to more than one Lender (or, if there is an assignee or transferee permitted pursuant to Article 14 then to such one assignee or transferee, as well as one Lender).

(b) Exercise of Seller Rights. Any Designated Third Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Seller, shall have the right in the place of Seller, any and all rights and remedies of Seller under this Agreement. Such Designated Third Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement, subject to the terms of this Agreement.

(c) Performance of Seller Obligations. A Designated Third Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured, including, without limitation, a cure by Seller at Lender's direction, any default of Seller hereunder in the time and manner provided by and subject to the terms of this Agreement. Nothing herein requires the Designated Third Party to cure any default of Seller under this Agreement or (unless such party has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but City hereby gives such party the option to do so provided any such cure, act, duty or obligation is performed in accordance with this the terms of this Agreement.

(d) Exercise of Remedies. Upon the exercise of secured party remedies, including any sale of one or more of the Facilities by a Designated Third Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Designated Third Party (or any assignee of the Designated Third Party) in lieu thereof, the Designated Third Party shall give notice to City of the transferee or assignee of this Agreement. Any such exercise of secured party remedies shall not constitute a default under this Agreement, unless the act of exercising such remedy itself constitutes an Event of Default under Article 9 of this Agreement, provided, however, that the exercise of such remedies

shall not itself serve as cure of any Default of Seller.

(e) Third Party Beneficiary. City agrees and acknowledges that each Designated Third Party, including the Lender, is a third party beneficiary of the provisions of this Article.

15.3 Cooperation Regarding Financing. City agrees that it shall reasonably cooperate with Seller and its financing parties in connection with any financing or refinancing of all or a portion of the Facility for which City is Net Metering Customer. In furtherance of the foregoing, as Seller or its financing parties request from time to time, the City shall (i) execute any consents to assignment or acknowledgements (including, without limitation, an acknowledgment for the benefit of one or more particular Designated Third Parties or prospective Designated Third Parties of the accommodations set forth in this Article 15), (ii) negotiate and deliver such estoppel certificates as an existing or prospective Designated Third Party may reasonably require, (iii) furnish such reasonable information as Seller and its financing parties may reasonably request.

15.4 Right to Cure.

(a) City will not exercise any right to terminate or suspend this Agreement unless it shall have given each Designated Third Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Designated Third Party shall not have caused to be cured, including, without limitation, a cure by Seller at Lender's direction, the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Designated Third Party within such period and such party has so informed City in writing within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant, to an exercise of remedies by a Designated Third Party, such party or its assignee (including any purchaser or transferee) shall acquire control of the Facility and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

15.5 Lender's Right to Cure by Payment.

(a) If the applicable termination (or suspension) causing event that Lender receives notice of from the City, results in direct damages to the City that can be quantified as a certain sum of money, then Lender shall have the right (but not the obligation) to either (a) cure such matter (or cause to be cured such matter, including without limitation directing Seller to cure such matter) within the time period set forth in Section 15.4 of this Agreement, or (b) pay such certain sum of money to the City and such payment shall be deemed a cure of the applicable matter, and this Agreement shall continue in full force and effect. Without limiting the generality of the foregoing, the parties hereby agree that if the requirement under Section 2 of Exhibit C of this Agreement (see also Section 9.1(b) of this Agreement) is not satisfied (ie. if the average annual amount of kilowatt hours in any consecutive three year period following the Commercial Operation Date is less than eighty percent (80%) of the Adjusted Designed Output, as the term Adjusted Designed Output is defined in Exhibit C of this Agreement), then the direct damages to the City arising from such event are stipulated to equal, as to the number of kilowatt hours by which the eighty percent (80%) threshold is not met (the "Shortfall Kilowatt Hours"), thirty-five percent (35%) of the amount that the City has to pay to National Grid for the Shortfall Kilowatt Hours.

(b) Accordingly, if Lender pays (or causes to be paid) such stipulated sum to the City within thirty (30) days of the City providing a calculation of the stipulated sum, then the City shall not have the right to terminate (or suspend) this Agreement pursuant to Section 9.1(b) (or Section 8.2 or any other provision of this Agreement that might be applicable), and this Agreement shall continue in full force and effect.

(c) In addition to the foregoing, it is understood, and hereby acknowledged and agreed, that in furtherance of Section 15.4 of this Agreement, the City will not avail itself of any remedies that it might otherwise have under this Agreement (including, without limitation, remedies that may be in addition to the right to terminate or suspend this Agreement, such as, but not limited to, rights under Section 9.2 and Section 9.3 of this Agreement) unless and until it shall have afforded the Lender the notice and cure rights referred to in Section 15.4 (and this Section 15.5).

(d) Nothing herein limits the Lender's other rights under this Article 15 (or any other applicable provisions) of this Agreement.

15.6 Lender May Cause Third Parties to Cure. Without limiting the provisions herein which expressly provide that Lender may cause Seller to cure a default, the Parties hereby agree that wherever this Agreement provides Lender a right to cure, Lender may do so itself, or may cause a third party (including without limitation Seller) to effectuate such cure.

15.7 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure the benefit of the Parties and their permitted heirs, successors and assigns.

15.8 Article 15 Prevails. In the event of any conflict between the terms of this Article 15 and the terms of any other portion of this Agreement, the terms in this Article 15 shall prevail.

ARTICLE 16 CHANGE IN LAW

In the event that a change in Law occurs, including without limitation, a change in the Net Metering Rules, or the administration or interpretation thereof by the Rhode Island Public Utilities Commission or the LDC (a "*Change in Law*"), which (a) materially restricts the ability of Seller to deliver Electricity generated by the Facility or Renewable Net Metering Credits therefrom to City, or the ability of Electricity generated by the Facility to be delivered to the LDC or the ability of City to receive Renewable Net Metering Credits, (b) results in the Facility for which the City is the Net Metering Customer being disqualified as a Net Metering Facility of a Municipality or a Net Metering Financing Arrangement (unless such disqualification can be remedied in a reasonable period of time not to exceed sixty (60) days, provided, however, that City shall not be responsible to pay for any Electricity or corresponding Renewable Net Metering Credits generated by the disqualified Facility during such 60-day period), or (c) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including changes in Law that result in a material increase in Seller's costs of construction and installation, or continuing operation of the Facility then, upon a Party's receipt of notice of such Change in Law from the other Party, the Parties shall promptly and in good faith endeavor to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and burdens originally intended by the Parties, subject to Applicable Legal Requirements. Without limiting the foregoing, such amendments may include an amendment and restatement of this Agreement. If there is such change in law and the Parties are unable, despite good faith efforts, to reach agreement on an amendment or restatement of this Agreement within one hundred twenty (120) days, either Party may terminate this Agreement without liability for such termination, provided, however, that City shall not be required to pay for any Electricity with respect to which it has not received Renewable Net Metering Credits from the LDC.

**ARTICLE 17
NOTICES**

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Seller to: Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC
c/o Southern Sky Renewable Energy Rhode Island, LLC
117 Metro Center Blvd – Unit #1007
Warwick, RI 02886
Attention: Kyle P. Palumbo, VP – Legal and Transactional Affairs
Kyle@southernskyre.com

with a copy to: Duffy & Sweeney, Ltd.
321 South Main Street, 4th Floor
Providence, RI 02903
Attention: Joshua Celeste, Esquire
jceleste@duffysweeney.com

if to City to: Office of the Mayor
Pawtucket City Hall
137 Roosevelt Ave.
Pawtucket, RI 02860

with a copy to: Pawtucket City Solicitor
Pawtucket City Hall
137 Roosevelt Ave.
Pawtucket, RI 02860

if to a Designated Third Party, to the address and contact person of which City has been given notice pursuant to this Article 17.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, upon receipt; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Article 18 by giving notice thereof in the manner required herein.

**ARTICLE 18
MISCELLANEOUS**

18.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Articles 5 (environmental attributes), 9 (events of default, remedies), 10 (rights and obligations following termination), 11 (indemnification), 12 (limitations of liability), 13 (governing law, dispute resolution), 15 (financing and related matters), 17 (notices), and this Section 18 shall survive the termination or expiration of this Agreement.

18.2 Entire Agreement: Amendments. This Agreement constitutes the entire agreement between the

Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

18.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees and expenses.

18.4 Relationship of Parties. Seller will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and City hereunder are individual and neither collective nor joint in nature.

18.5 Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

18.6 Cooperation. Subject to Applicable Legal Requirements, each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the reasonable assistance and reasonable cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term reasonably cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

18.7 Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

18.8 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

18.9 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

18.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement. Photocopy, facsimile, PDF and other electronic forms of signature shall be deemed original and binding for all purposes of this agreement.

18.11 Additional Matters. Notwithstanding anything to the contrary in this Agreement:

(a) City shall not be required to execute documents or instruments subsequent to the execution of this Agreement which will materially or unreasonably increase City's risk or obligations under this Agreement, or result in the waiver of any of City's rights or remedies under this Agreement or at law or in equity, or require City to give an opinion, or require City to make a statement of fact of which City does not have

actual knowledge.

(b) Any requirement that City reasonably cooperate or assist Seller shall not require City to interfere with or influence the independent regulatory, licensing, taxing, permitting or judicial functions or any official, department, board, committee, body or commission of City.


(c) This Agreement shall be subject to Applicable Legal Requirements.

(d) The City acknowledges that the services being provided by Seller under this Agreement are proprietary in nature, and not governmental, and that the Term of this Agreement is not longer than necessary to accomplish its purpose.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the Effective Date.

CITY OF PAWTUCKET, RHODE ISLAND

By: 
Name: Donald R. Grebien
Title: Mayor

**SOUTHERN SKY RENEWABLE ENERGY
RI-ALTON RD-HOPKINTON, LLC**


By: 
Name: Ralph A. Palumbo
Title: Manager

Exhibit A

PROPERTY

The Property may include, without limitation, the real property known as the following:

Approximately 78.89 acres, together with all rights and appurtenances thereto, situated at Alton-Bradford Road, Hopkinton, Rhode Island and designated as Town of Hopkinton Tax Assessor's Plat 3 24, Lot 53-D

Exhibit B

CALCULATION OF ELECTRICITY PRICE

For each Billing Cycle in which Electricity credits are delivered to the Delivery Point, the price shall be equal to 65.00% of the "Net Metering Credit Value".

Exhibit C

DELIVERY OF RENEWABLE NET METERING CREDITS

1. The Seller projects in good faith that the Facility will be capable of an output of 23,585,000 (+/-) kw/H annually for the first year following the Commercial Operation Date (the "***Designed Output***"). Following such first year and for the remaining term, the Designed Output may be lowered each year by an average of 0.5% of the Designed Output for the prior year due to engineering constraints set by the LDC (the "***Adjusted Designed Output***").
2. Seller shall guarantee the delivery of electricity equal to an average amount of kilowatt hours in any consecutive three year period of no less than eighty (80%) of the Adjusted Designed Output.
3. The "***City Allocation Percentage***" shall be a percentage, calculated by dividing 15,695,000 by the Designed Output of the Facility (which may be modified from time to time, as set forth in paragraph 1 above). For illustration purposes only, if the Designed Output of the Facility was 23,585,000 kw/H, the City Allocation Percentage would be 66.5465% (15,695,000/23,585,000). On an annual basis, City shall purchase the City Allocation Percentage of all the Renewable Net Metering Credits generated by the Facility. Said Renewable Net Metering Credits shall be net metered to its accounts, including without limitation accounts servicing the school district, municipal buildings, street lights, and water supply board. Notwithstanding the foregoing, City may purchase additional Renewable Net Metering Credits if available.
4. The Facility net metering capacity output shall be a minimum of 15.00 MW DC, up to 17.55 MW DC.
5. Target Buyer Accounts include, without limitation, the following:

All of the City's accounts, including without limitation the accounts servicing the school district, municipal buildings, street lights, and water supply board.

Exhibit D

City Counterparties

City of Pawtucket Water Board

Exhibit E

Form of Consent

Dear City of Pawtucket, Rhode Island:

We refer to the Net Metering Financing Arrangement (the "Agreement"), dated as of May 1, 2019, by and between Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC (the "Company") and The City of Pawtucket (the "City").

Pursuant to Section 15.1 of the Agreement, we hereby notify you that _____, LLC, as the direct owner of all of the equity interests of the Company, has entered into a Note Purchase Agreement, dated as of _____, with John Hancock Life Insurance Company (U.S.A.), as purchaser ("Purchaser"). In connection with such financing, Purchaser and Wilmington Trust, National Association, as collateral agent and depository in connection therewith (the "Agent" and collectively with the Purchaser, the "Secured Parties"), have been granted a collateral assignment of the Agreement.

The Secured Parties shall have all rights set forth in Section 15.1 of the Agreement, and any notices to the Secured Parties shall be given to the addresses set forth above, including all notices sent to the Company.

In addition, in accordance with the terms of the Depository Agreement, dated as of [____], 20__, between Issuer and the Agent, the Company hereby directs the City to pay all amounts it is obligated to pay from time to time under the Agreement in the manner required by the Agreement to the account specified on Exhibit A hereto maintained with the Agent, or to such other person or account as shall be specified from time to time by the Agent to the City in writing.

All other terms and conditions of the Agreement remain in full force and effect as of the date hereof, and nothing herein is intended to otherwise amend or modify the Agreement.

[signature page follows]

Very truly yours,

**SOUTHERN SKY RENEWABLE ENERGY RI-
ALTON RD-HOPKINTON, LLC**

By: _____

Acknowledgment and Consent:

THE CITY OF PAWTUCKET, RHODE ISLAND

By: _____

Exhibit A

Payment Instructions

Exhibit E
Form of Lease

LEASE AGREEMENT

This Lease Agreement ("Lease") is dated as of May 1, 2019, (the "Effective Date"), and is entered into by and among Solar Real Estate Holdings, LLC, a Rhode Island limited liability company, with a principal office at c/o Ralph A. Palumbo, 117 Metro Center Blvd – Suite 2007, Warwick, RI 02886, (hereinafter referred to as, "Landlord"), and Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC, a Rhode Island Limited Liability Company, with a principal office at c/o Ralph A. Palumbo, 117 Metro Center Blvd – Suite 2007, Warwick, RI 02886 (hereinafter "SSRE") and the City of Pawtucket, Rhode Island and the Town of Cumberland, Rhode Island (hereinafter separately and collectively, as the case may be, the "Municipality") (SSRE and the Municipality are hereinafter collectively the "Tenant") Landlord and Tenant are sometimes referred to herein as "the Parties".

WHEREAS, Landlord is the owner of the real property more particularly described in the attached Exhibit A (the "Property");

WHEREAS, Landlord is interested in leasing the Property (also referred to as the "Premises"), as more particularly described on Exhibit A and as shown on Exhibits B and B1, to Tenant for the purpose of installing and operating thereon approximately a 17.55351 Megawatts Direct Current ("MW DC") (+/-) solar photovoltaic System;

WHEREAS, SSRE is in the business of developing, installing, owning and operating such a System;

WHEREAS, SSRE desires to obtain the exclusive right to occupy the Premises and to develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located on the Premises;

WHEREAS, SSRE shall own and in its discretion sell or otherwise transfer to others the electrical output of the System and corresponding Net Metering Credits.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Tenant and Landlord hereby agree to the foregoing recitals and as follows:

1. Premises and Related Rights.

- a) The Premises is designated by the Town of Hopkinton Tax Assessor as Lot 53D on Assessor's Plat 3, as presently constituted, and as more particularly described in Exhibit A attached hereto and by reference made a part hereof, including access rights via the road and together with and subject to any and all easements of record.
- b) Subject to receipt of the first rent payment and to the terms of this Lease, Landlord hereby leases the Premises to Tenant to occupy and to develop, design, engineer, construct, build, access, monitor, install, own, operate, fix, update and maintain thereon, the System for the generation and distribution of electrical power (the "Permitted Use"), and for no other purpose. The Permitted Use includes the right to test, survey and check title of the Premises, decommissioning of the System as set forth in Section 4 of this Lease and performance of any other acts necessary to the successful and secure operation of the System, as determined by SSRE in its sole discretion.

- c) The Premises will be delivered to Tenant “As Is”, without any representations or warranties of any kind except as set forth in Section 1(d) immediately below.
- d) Landlord represents and warrants that as of the Effective Date the Landlord has not received written notice from any Governmental Authority that the Premises is in violation of any applicable federal, state and local laws, regulations, bylaws, codes or other legal requirements applicable to the Premises (including, without limitation legal requirements regarding Hazardous Substances), or if so then Landlord represents and warrants that the violation has been cured.
- e) SSRE shall obtain at its sole cost and expense, all required Governmental Approvals, including without limitation, permits and approvals from Rhode Island Department of Environmental Management (DEM) and such other permits and approvals as may be necessary from the Federal government, the State of Rhode Island and the Town of Hopkinton.
- f) Definitions. Capitalized terms not otherwise defined in this Lease have the meanings assigned to them in Exhibit D.

2. Rent and Deposit.

- a) For the period commencing retroactive as of April 1, 2019, and continuing until the date that the System has been commissioned and achieved Commercial Operations (the “Pre-Commercial Operations Term”, also referred to as the “Construction Period”), SSRE shall pay Landlord Construction Period rent in an amount equal to the greater of (i) Three Hundred Thousand Dollars (\$300,000.00) total, payable monthly at \$30,000 per month with a balloon payment at the end of the Construction Period should the Construction Period last less than ten months, or (ii) Thirty Thousand Dollars (\$30,000) per month of the Construction Period.
- b) Commencing on the first day of the month following the month in which the Construction Period ends (the “Operating Period Rent Commencement Date”), and on the anniversary of the Operating Period Rent Commencement Date each year thereafter during the term of this Lease, SSRE shall pay annual rent payments (“Base Rent”) to Landlord in the amount set forth in Exhibit C based on the current System design of 17.55351 MWs DC. (If there any partial month period between the end of the Construction Period and the Operating Period Rent Commencement Date, then the Base Rent for such period shall be a prorated portion of \$30,000.00). Rent for any partial year and/or partial month at the end of the term of this Lease shall be pro-rated based upon the rent set forth above. To be clear, the full annual Base Rent for the applicable year shall be due in full in advance on the Operating Period Rent Commencement Date, and on each anniversary thereof during the term of the Lease; put another way, these are annual, not monthly, payments.
- c) Notwithstanding the foregoing, to the extent, if any, that at any time or from time to time the System nameplate capacity, exceeds 17.55351 MWs DC, the Base Rent shall be increased by an additional \$18,000.00 per additional One (1) MW DC (and a prorated amount thereof for each increment less than one full MW), with such amount deemed to increase by one percent (1%), on a cumulative basis, per year on the first anniversary of

the Operating Period Rent Commencement Date and on each subsequent anniversary of that date for the remainder of the term of this Lease.

- d) Real Estate taxes will be paid by SSRE to the Town of Hopkinton as “Additional Rent” in accordance with and subject to the Tax Stabilization. “Additional Rent” shall include without limitation any and all real estate taxes assessed on the Premises or any part thereof, levies, personal property taxes, betterments or assessments, fees or charges, or other costs of whatever nature, that are assessed or chargeable during the term of this Lease in relation to the Premises, SSRE’s use thereof, and/or the System.
- e) Base Rent and Additional Rent, and any other charges that SSRE may owe Landlord hereunder from time to time or may owe to third parties pursuant to the terms hereof, shall hereinafter be collectively referred to as “Rent”. This Lease is an “absolute net lease” and Landlord shall receive the Base Rent, Additional Rent and other sums required of SSRE under this Lease, undiminished from all costs, expenses and obligations of every kind relating to the Premises (other than those otherwise expressly described in this Lease as being the responsibility of Landlord), which shall arise or become due during the Lease term, all of which shall be paid by SSRE. Such obligation includes, without limitation, the obligation to make the Twenty Thousand Dollar (\$20,000) annual payment (for twenty five [25] years, commencing six [6] months after the Commercial Operations Date) required under Section 5 of that certain “Easement Agreement” which affects the Premises, dated January 17, 2018 by and between Landlord, SSRE, and Hopkinton Land Trust, Inc., and recorded in the Town of Hopkinton land evidence records in Book 556, at Page 801. SSRE shall make such payment directly to the Grantee under said easement, namely, Hopkinton Land Trust, Inc., and its successors and assigns. SSRE shall make such payment at least thirty (30) days prior to the due date under the easement agreement. Promptly following each such payment, SSRE shall send Landlord written notice confirming that SSRE complied with this obligation.
- f) In addition to the Rent as hereinabove provided, SSRE agrees to pay Landlord, simultaneously with the execution of this Lease, a sum equal to One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the “Security Deposit”), which shall be held by Landlord during the term hereof, or any extension, as security for the full, faithful, and punctual performance by Tenant of all covenants, obligations, and conditions of this Lease, and as security for any payments due hereunder. In the event of any early termination made in accordance with this Lease, Landlord shall be entitled to keep the Security Deposit and the Removal and Restoration Period shall commence. The Security Deposit is not a limit on the damages that Landlord may be entitled to if there is an Event of Default. If Landlord uses all or any portion of the Security Deposit due to an Event of Default, then SSRE shall promptly send Landlord such amount of money as may be required to fully replenish the Security Deposit to its original amount.
- g) First Option to Extend-Rent. Should SSRE exercise Tenant’s first option to extend pursuant to the terms of this Lease for an additional five (5) years (the “First Option Term”), the Base Rent shall be as set forth in Exhibit C. All other payment terms, including, without limitation, Additional Rent, shall remain in effect during the First Option Term.

- h) Second Option to Extend- Rent. Should SSRE exercise Tenant’s second option to extend pursuant to the terms of this Lease for an additional five (5) years beyond the First Option Term (“Second Option Term”), the Base Rent shall be as set forth in Exhibit C. All other payment terms, including, without limitation, Additional Rent, shall remain in effect during the Second Option Term.
- i) Tenant Responsibility for Rent and Deposit and Other Amounts. Notwithstanding anything to the contrary contained herein, it is understood and agreed that SSRE shall have sole responsibility for payment of all amounts due or that may become due to Landlord under this Lease, including, without limitation, rent, utilities, insurance expense and indemnification expenses as set forth in Section 2 and such other applicable sections of this Lease. Notwithstanding its status as co-tenant hereunder, Landlord agrees that the Municipality shall not be responsible for payment of any amounts that are due or that may become due under this provision of the Lease.

3. Term and Termination: Holdover.

- a) The Pre-Commercial Operations Term of this Lease shall commence and terminate as set forth above.
- b) Subject to the provisions herein concerning payment of Base Rent, the term of this Lease (the “Lease Term”) shall commence on the Effective Date and shall continue until the last day of the month in which occurs the twenty-fifth (25th) anniversary of the Operating Period Rent Commencement Date, unless otherwise extended pursuant to Section 2(f) or (g) above or previously terminated in accordance with provisions of this Lease. the last day of the Lease Term is hereafter referred to as the “Expiration Date”.
- c) Reserved.
- d) SSRE shall have two options to extend the Lease for five (5) additional years each by providing Landlord with written notice of its election to extend on or before the 365th day prior to the expiration of the Lease Term or the extended term. If this Lease is terminated, SSRE shall, at its sole cost and expense, remove the System and restore the Premises in accordance with Section 4 hereof. In connection with such removal and restoration, SSRE and its affiliates and subcontractors shall have a license to access the Premises for the purpose of completing the removal and restoration.
- e) If for any reason the Pawtucket PENMCA or the Cumberland PENMCA, as the case may be, is terminated, Landlord agrees to release the City of Pawtucket or the Town of Cumberland, as the case may be, from any and all obligations under this Lease. Furthermore, upon termination of such PENMCA the City of Pawtucket or Town of Cumberland, as the case may be, agree that its rights as a Tenant under this Lease will terminate and the Landlord and such municipality will have no further obligations to each other. If the PENMCA is terminated through no fault of SSRE then SSRE will use best efforts to enter into a new net-metering credit arrangement or other off-taker agreement. If SSRE is unable to do so within 365 days and all rent payments are made on a timely basis, an additional reasonable allowance for extension then it may terminate early this Lease.
- f) Holding Over. If SSRE remains in possession of the Premises after the Removal and Restoration Date or has not completed removal of the System by the Removal and

Restoration Date without the execution of a new lease, SSRE, at Landlord's option, shall be deemed to be occupying the Premises as a Tenant from month to month, subject to all of the terms and conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, except for Base Rent, which shall be in an amount equal to 150% of the then current Base Rent or market rate, whichever is higher.

- g) Assignment of Interconnection Agreement and Decommissioning Bond. In the event of any termination of this Lease, for whatever reason, including without limitation, the termination/expiration at the end of the term of this Lease, SSRE (or its successors or assigns as the case may be) shall assign the Interconnection Agreement to Landlord, for Ten Dollars (\$10.00) consideration, and SSRE, or its successors or assigns as the case may be, shall sign such reasonable documents, and shall use commercially reasonable efforts to take such other actions (without withholding of information, imposing conditions, creating delays or making demands), as may be reasonably required for the assignment to be recognized and affirmed by the applicable utility provider; provided, however, that any such assignment of the Interconnection Agreement shall be subject to the security interests of any lender (including Lender) in connection with the Premises and/or the System. In the event of any termination of this Lease other than at the natural expiration of the term of the Lease, SSRE, or its successors or assigns as the case may be, shall also assign to Landlord any decommissioning bond or the like that was required by the Town of Hopkinton, and shall sign such reasonable documents, and shall use commercially reasonable efforts to take such other actions (without withholding of information, imposing conditions, creating delays or making demands), as may be reasonably required for the assignment to be recognized and affirmed by the Town of Hopkinton.
4. Removal of System at Expiration. Upon the expiration or earlier termination of the Lease, SSRE shall, at its sole cost and in accordance with all Applicable Laws, remove the System and restore the Premises to their original condition within 6 months or less, exclusive of utility installations, building foundations installed upon the Premises and the necessary site civil work (blasting, grading, access road upgrades, etc.) required to install the System, by the Removal and Restoration Date; provided, however, that in lieu of such removal by SSRE, Landlord shall have the option, by providing written notice of the same to SSRE, to waive SSRE's said removal obligations and instead purchase and take possession of the System for Ten Dollars (\$10.00); and provided, further, however, that any such removal and restoration shall require the prior written consent of any lender (including Lender) having a security interest in the System and/or on the Premises, which consent may be withheld in said lender's sole discretion. SSRE shall pay Rent at a rate of Forty Thousand Dollars (\$40,000.00) per month during the Restoration and Removal Period and if not removed by said date, then SSRE shall pay rent as set forth in Section 3(f). No later than ten (10) days prior to the date on which the System achieves Commercial Operation SSRE shall establish an interest-bearing escrow account to which the Landlord shall be a party at a financial institution selected by SSRE, in the amount of Three Hundred Sixteen Thousand Six Hundred Sixty-Four Dollars (\$316,664.00) ("Removal Escrow") to secure the funding of the removal. The Removal Escrow shall be maintained during the Term of this Lease. Interest on the Removal Escrow funds shall be held in the Removal Escrow Account and shall only be released in accordance with the terms of the Removal Escrow agreement. Within a reasonable time after the Expiration Date Landlord shall cooperate with SSRE and allow SSRE, its successors or assigns to use the Removal Escrow account to fund the cost of removal. Alternatively, in the event that SSRE, its successors or assigns fully satisfies all of its obligations with respect to the removal of the System and the repair and restoration of the Premises on its own account to

Landlord's reasonable satisfaction, Landlord shall acknowledge the same in writing, and the then current balance of the Removal Escrow shall be released to SSRE, its successors or assigns in accordance with the terms and conditions of the escrow agreement.

5. System Construction. SSRE shall conduct a pre-construction meeting with Landlord before commencement of any construction activities. SSRE shall, at its sole cost and expense, cause the System to be designed, engineered, permitted, installed, constructed and removed, and shall perform any work at the Premises expressly permitted by the terms of this Lease, including but not limited to repairs or modifications to the System, in accordance with all Applicable Laws, good industry practices, the requirements of any Governmental Authority (including without limitation the Department of Environmental Management) and Local Electric Utility, and any and all applicable manufacturer's warranties and instructions. SSRE shall be responsible for the security of all materials and equipment and safety of all persons at the Premises and shall reasonably remove debris at the end of each day during construction and maintain the Premises in a safe condition throughout the work. During design and construction of the System, SSRE shall keep Landlord informed regarding the progress, scheduling, and coordination of the work, and shall conduct progress meetings with representatives of Landlord. Any signage on the Premises or Improvements shall be in compliance with all applicable laws and Tenant shall obtain Landlord's written consent prior to installing any signs, such consent not to be unreasonably withheld.
6. System and Output Ownership. Landlord acknowledges and agrees that SSRE shall be the exclusive owner and operator of the System, that all alterations, additions, improvements, installations or equipment used in connection with the installation, operation or maintenance of the System or comprising the System are, and shall remain, the personal property of SSRE and shall not become fixtures, notwithstanding the manner in which the System is or may be affixed to any real property of Landlord and neither Landlord nor any affiliate, lender or successor in interest of Landlord shall have any right, title or interest in the System or any component thereof, notwithstanding that the System may be physically mounted or adhered to the Premises or structures, buildings and fixtures on the Premises. Landlord shall have no development or other interest in the System or other equipment or personal property of SSRE installed on the Premises, and SSRE may remove all or any portion of the System at any time and from time to time as SSRE may require. Without limiting the generality of the foregoing, Landlord hereby waives any statutory or common law lien that it might otherwise have in or to the System or any portion thereof.

Landlord acknowledges that SSRE is the exclusive owner of electric energy generated by the System and owner of all environmental attributes, tax attributes and environmental incentives attributable to the System.

7. Access to Premises. Commencing on the Effective Date and throughout the Lease Term and subject to the terms of this Lease, SSRE shall have the exclusive right to enter upon the Premises to undertake tests, inspections, surveys and investigations reasonably necessary for construction of the System ("Tests") subject to advance approval of Landlord, which shall not be unreasonably withheld, provided that SSRE shall indemnify, hold harmless and defend Landlord from and against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the Tests, and provided further that SSRE shall restore the areas of the Tests to their original condition, and shall not be permitted to perform any destructive testing or inspections. Tenant shall have all insurance required in Exhibit E before occupying the Premises which insurance shall be acquired by and paid for by SSRE. SSRE shall take all precautions against any injury to the Premises and adjacent property and

structures and maintain the Premises substantially in its original condition. SSRE may also use the Premises for the temporary construction lay-down, storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and temporary facilities reasonably necessary during the furnishing, installation, interconnection, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System, provided that SSRE shall reasonably remove trash and debris from the space so designated, and shall restore the space substantially to its original condition promptly after such temporary use. SSRE shall at all times exercise reasonable care and conduct itself in accordance with Applicable Laws and in a professional manner when at the Premises, and shall observe the reasonable requests of Landlord, including, but not limited to, when entering and exiting the Premises, and in the storage of equipment and materials at the Premises. SSRE shall not obstruct reasonable access to the Premises. In addition to any right of access provided under this Lease, Landlord shall from time to time, upon two (2) Business Days' notice, have access to inspect the Premises during the Lease Term (including, without limitation, during construction and installation of the System); provided that in the event of an emergency, Landlord may enter the Premises without the need to provide a two-business-day notice, but shall in such event provide oral or written notice to Tenant as soon as reasonably practicable.

8. Representation and Warranties of the Parties as to Authorization and Enforceability. Each Party represents and warrants that the execution by such Party of this Lease has been duly authorized, does not and will not require any further consent or approval of any other person or entity, other than the Governmental Approvals required to be obtained under the Lease. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by Applicable Law.
9. Representations, Warranties and Covenants of Landlord and Tenant; Quiet Enjoyment.
 - a) Landlord's Title to Premises. Landlord represents and warrants that it has a fee simple interest in title to the Premises. Subject to Applicable Law, and the terms of the Lease, and so long as Tenant is not in default of the Lease, Landlord agrees that Tenant shall have quiet enjoyment of the Premises. Notwithstanding such covenant of quiet enjoyment, Landlord may continue to undertake Landlord activities required or permitted by this Lease and do all such things as may be required by Applicable Laws and any Governmental Authority. Landlord has, prior to the Effective Date, given Tenant the opportunity to review title and survey for the Premises, and Tenant hereby accepts the title and survey status of the Premises in its existing "As-Is" condition.
 - b) Landlord's Alienation of Premises. Subject to the security interests of any lender (including Lender) in connection with the Premises and/or the System, Landlord may freely (without consent from Tenant or any other party) at any time and from time to time, sell, mortgage, assign or otherwise alienate the Premises, provided, however, that SSRE shall not be obligated to pay Rent to any successor Landlord or otherwise recognize the successor Landlord as the new owner of the Premises, unless and until SSRE has received written notice from Landlord and the successor Landlord, which notice shall identify the transferee, the transferee's notice address, and the address to which Rent is to be paid (if different from the notice address). This Lease shall run with the Premises and survive any transfer of any of the Premises.
 - c) No Interference With and Protection of System. Excluding requirements of Applicable Law and the terms of this Lease, Landlord will not conduct activities on, in or about the

Premises that will cause material damage to, or impairment of the System or otherwise adversely affect the operation thereof. The System shall be operated, maintained and repaired by SSRE or its permitted assignee at its sole cost and expense.

- d) Subordination, Non-Disturbance and Attornment Agreements. Upon SSRE or Lender's reasonable request, Landlord shall execute, and obtain its fee mortgagee's signature to (Tenant being responsible for its signature to, and the signature of Lender to) a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in favor of SSRE (and Lender) from such fee mortgagee, which SNDA shall be in the form attached hereto as Exhibit I, or a similar and commercially reasonable form provided by the fee mortgagee. In addition, if SSRE or Lender do not request such an SNDA then nonetheless Landlord may request one, in connection with either the existing or a future fee mortgage, and Tenant and Lender (along with Landlord and the fee mortgagee) shall promptly execute and deliver such SNDA.
- e) Insolation. Landlord, to the extent that it has the authority, and ownership or other applicable rights in the relevant land, and otherwise too has the reasonable ability to do so, shall not knowingly permit any material interference with insolation on and at the Premises. Without limiting the foregoing, Landlord shall not construct or permit to be constructed any structure on the Premises, or any adjacent or nearby property owned or controlled by Landlord (if there be any) that could adversely and materially affect insolation levels or permit growth of foliage that could adversely and materially affect insolation levels.
- f) No Landlord Lien in the System. Landlord acknowledges that it does not have (or, if it does have pursuant to common law or statute then it hereby fully and irrevocably waives, releases and extinguishes) any lien or other interest in the System.
- g) Representations Regarding Security Interest in System. Landlord acknowledges and understands that, in addition to a Leasehold Mortgage, part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest in the System under the Uniform Commercial Code ("System Security Interest" and together with the Leasehold Mortgage, referred to as the "Security Interest").
- h) Utilities. SSRE shall be responsible for obtaining and paying for all utilities used at the Premises, including, without limitation, electricity and water. Separate meters for such utilities shall be installed and maintained at SSRE's sole cost and expense, and SSRE shall be responsible for all utility and other related expenses.
- i) Payment of Taxes. SSRE shall pay all real estate taxes and other amounts described in Section 2(d) directly to the Town of Hopkinton or other applicable Governmental Authority. In accordance with RIGL 44-4-6, SSRE shall receive tax bills directly from the tax assessor and shall pay the taxes directly to the assessor's office. Such payments shall be made no later than fifteen (15) days prior to the date due. Landlord and Tenant shall cooperate to deliver such notices to the Hopkinton tax assessor as may be required to implement said direct billing to SSRE.

10. Representations, Warranties and Covenants of Tenant. Tenant represents and warrants that it is not an electric public utility, investor owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under Rhode Island law.

- a) Mechanic's Liens. Except for a Lender's Security Interest, or ownership of Tenant's interest, in this Lease, Tenant's personal property or the System, Tenant shall not directly or indirectly cause, create, incur, assume or, if arising out of Tenant's activities or omissions at the Premises or pursuant to this Lease, suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Premises, and agrees to forthwith discharge (or, if acceptable to Landlord in its sole discretion, bond), at its sole expense, any such encumbrance or interest that attaches to the Premises. In addition to, and not in limitation of, any other rights and remedies available to Landlord, SSRE shall save, hold harmless, and indemnify Landlord from and against any and all damages, claims, liabilities, losses, costs and expenses, including attorneys' fees, arising out of any such liens and any failure of Tenant to comply with this section.

If a lien is recorded against the Premises and/or the System on account of work done or caused to be done by SSRE, SSRE shall have thirty (30) days following the date of recordation in which to cause said lien to be removed. Should Tenant receive notice of any claims of lien filed against the Premises, or of any action affecting the title to the Property, it shall immediately furnish Landlord with written notice thereof. If a mechanics' lien is filed and not removed of record within thirty (30) days thereafter, Landlord may, but shall have no obligation to, pay said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from SSRE to Landlord, and SSRE shall pay the same to Landlord with interest at the lesser of the rate published by the Wall Street Journal as the prime rate (the "Prime Rate") plus five percent (5%) per annum, and the maximum interest allowed by law, from the dates of Landlord's payments. Landlord, or its representatives, shall have the right to go upon the Premises at all reasonable times to post and keep posted thereon notices of non-responsibility, or such other notices as Landlord may deem necessary for the protection of Landlord's interest in the Premises. Before the commencement of any work which might result in any such lien, Tenant shall give Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices; provided, however, in no event shall Tenant give said notice to Landlord less than ten (10) business days prior to the commencement of such work.

- b) Statutory Filings. SSRE shall be responsible for any statutory filings required by law.
- c) Notice of Damage or Emergency. SSRE shall immediately notify Landlord if SSRE becomes aware, through discovery or receipt of notice or otherwise, (i) of any damage to or loss of the use of the System, or Premises; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.
11. Hazardous Substances. Tenant shall not introduce, use, or cause to be introduced, any Hazardous Substances on, in or under the Premises except to the extent necessary to complete the intended and permitted use under this Lease in compliance with all Applicable Laws. If Tenant becomes aware of any such Hazardous Substances, it shall make all reasonable efforts to notify the Landlord of the presence of such Hazardous Substances in writing. Landlord

agrees that it will not, and will not allow others under its control to use, generate, store or dispose of any Hazardous Substances on, under, about or within the Premises in violation of any law or regulation.

a) SSRE Indemnity. SSRE agrees to indemnify, defend, and hold harmless Landlord from and to assume all claims, suits, penalties, obligations, damages, losses, liabilities, payments, costs and expenses (including without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines incurred pursuant to any Environmental Laws), and all other loss or damage to the Premises or the interests of Landlord, including without limitation any diminution in the value of the Premises, arising out of or related to any spill, discharge, leakage, contamination or storage of any Hazardous Substances whether or not such an event or condition required remediation, corrective action or other action, in order to comply with any Environmental Laws which are related to Hazardous Substances on or about the Premises (regardless of whether such Hazardous Substances first arose prior to, on, or after the Effective Date, SSRE hereby acknowledging that it has been granted the opportunity to perform extensive environmental due diligence prior to entering into this Lease) except to the extent, if any (i) directly caused by Landlord on or after the Effective Date, or (ii) directly related to a breach of Landlord's representation and warranty in Section 1(d). Such indemnification includes, without limitation, the obligation to promptly remediate any such Hazardous Substances. However, Tenant shall not perform any such remediation work at the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed.

(b) Landlord Indemnity. Landlord hereby agrees to indemnify, defend and hold harmless Tenant or its agents, employees, contractors, subcontractors, licensees or invitees for, from and against any and all Environmental Claims (including without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines incurred pursuant to any Environmental Laws) which may at any time be imposed upon or incurred by Tenant, to the extent caused by any Hazardous Substances, (1) directly caused by Landlord on or after the Effective Date, or (2) directly related to a breach of Landlord's representation and warranty in Section 1(d). In the event Landlord is obligated to clean-up any conditions pursuant to this Section 11(b), Landlord shall be responsible for the costs of cleanup and Tenant shall cooperate with Landlord's efforts to clean up conditions pursuant to this Section 11(b).

(c) Survival. The provisions of this Section will survive the expiration of this Lease.

12. Maintenance. The System shall be operated and maintained and, as necessary, repaired by SSRE at its sole cost and expense in accordance with the terms of this Lease, Applicable Law, good industry practice, and the requirements of any Governmental Authority and the Local Electric Utility, and any applicable manufacturer's warranties and instructions. Throughout the Lease Term, SSRE shall have the right, subject to the terms of this Lease and Applicable Laws: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks reasonably necessary to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as SSRE in its reasonable discretion determines to be necessary, without prior notice to or consent of Landlord, and all at the sole cost and expense of SSRE, provided that before SSRE performs any material or substantial additions or modifications to the

System other than the like-kind replacement of existing equipment, it shall provide Landlord with plans and specifications for such modifications for Landlord's approval, which shall not be unreasonably withheld, in the same manner as was required for the initial installation of the System under this Lease. SSRE shall install, implement and maintain all security measures required by Applicable Laws, and in all events shall install a security fence adequate to restrict access to the System. SSRE shall coordinate its maintenance, repair and removal activities with Landlord's activities, if any, at the Premises, and shall, at all times, comply with Applicable Laws and not interfere with or disrupt Landlord activities required by this Lease. If Tenant damages the Premises or any other property of Landlord, SSRE shall promptly repair and restore the damaged areas or property at its sole cost and expense without any notice from Landlord.

13. Insurance. SSRE shall maintain the insurance coverages set forth in Exhibit E in full force and effect throughout the Lease Term, and any extension thereof and include the Landlord (and, if Landlord so directs in a written notice to SSRE then also any other Landlord associated parties, including without limitation any fee mortgage, that Landlord may designate) as an additional insured.
- a) Waiver of Subrogation. Tenant hereby waives any right of recovery against Landlord for injury or loss to personal property due to hazards covered by insurance obtained (and in all events, by the insurance that is required by the terms of this Lease to be obtained) with respect to the Premises, including the improvements and installations thereon.
 - b) All policies of insurance shall be issued by good, responsible companies qualified to do business in Rhode Island with a general policy holder's rating of at least A- and a financial rating of at least Class XII as rated in the most current available "A.M. Best's Key Rating Guide" and shall comport with all other requirements set forth on Exhibit E.
 - c) System Loss. In the event of major physical harm to the System or Premises that was not a result, in whole or in part, of the fault of Tenant and, in the reasonable judgment of SSRE or its insurance carriers (i) results in total damage, destruction or loss of the System or Premises, (ii) repair of the Premises or System would take longer than 24 months ((i), and (ii) each referred to as a "System Loss"), SSRE shall, within thirty (30) business days following the occurrence of such System Loss, notify Landlord in writing whether or not SSRE intends, notwithstanding such System Loss, to repair or replace the System and to continue the Lease (in which case the rent shall be abated by an amount reasonably determined by Landlord). Alternatively, in the event that SSRE notifies Landlord that SSRE does not intend to repair or replace the System then the Lease will then terminate effective on the last day of the month in which SSRE has fully completed removal of the System and restoration of the Premises in accordance with Section 4 and Landlord will be entitled to keep the Security Deposit.
14. Liability and Indemnity.
- a) Landlord's Indemnity of Tenant. In addition to Landlord's obligations under the Hazardous Substances section, Landlord shall indemnify, hold harmless, release and defend Tenant from and against all third-party claims to the extent directly caused by the gross negligence or willful misconduct on the part of Landlord while Landlord is on the Premises pursuant to its access rights hereunder.

- b) SSRE's Indemnity of Landlord. In addition to SSRE's obligations under the Hazardous Substances section, SSRE shall indemnify, hold harmless, release and defend Landlord from and against all claims (i) arising directly or indirectly from the failure of Tenant to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations, or lawful direction now or hereafter in force of any public authority, and (ii) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of Tenant, and (iii) arising in any way out of SSRE's occupation and use of the Property including but not limited to construction, operation and maintenance of the System. However, in no event shall Tenant be obligated to indemnify Landlord to the extent such claim, expense, or liability is directly caused by the Landlord's gross negligence or willful misconduct while Landlord is on the Premises pursuant to its access rights hereunder.
 - c) Municipality Indemnity. SSRE shall indemnify, hold harmless, release and defend the City of Pawtucket and Town of Cumberland from and against all claims arising out of or related to this Lease.
 - d) Limitation of Liability. Notwithstanding anything to the contrary in this Lease, neither Landlord nor Tenant shall in any event be liable for any punitive or special damages, and Landlord shall not be liable for any consequential damages.
 - e) Survival. The provisions of this Section shall survive termination or expiration of this Lease.
15. Casualty. Notwithstanding any Applicable Law that may be to the contrary, the protections of any such Applicable Law being hereby fully and intentionally waived, this Lease shall not be affected, and the Rent shall continue in full force and effect, in the event of fire or any other casualty.
16. Condemnation. In the event the Premises is transferred to a condemning authority pursuant to a taking of all or a portion of the Premises sufficient in SSRE's reasonable determination to render the Premises demonstrably unsuitable for SSRE's use, SSRE shall have the right to terminate this Lease immediately upon written notice to Landlord. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. If a condemnation occurs, then the compensation payable by reason of the condemnation, whether by reason of a judgment, by agreement or otherwise, including any damages and interest (collectively, the "Award"), whether for the fee, the leasehold estates, any easements, the improvements, or any portion thereof, shall be paid to and retained by Landlord. Tenant may, on its own behalf, make a claim in any condemnation proceeding involving the Premises for losses related to the value of the System (if the System is part of such condemnation), moving costs, and any other similar costs (but not for the loss of its leasehold interest), to the extent that, except for the value of the System, such awards to Tenant do not reduce the Award the Landlord.
17. Assignment; Change of Control; Power of Attorney.
- a) Assignment. This Lease and Security Interest may be assigned by SSRE on Tenant's behalf upon the written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. A Change of Control of SSRE shall be deemed the equivalent of an assignment and thus shall require Landlord's consent, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, SSRE may assign this

Lease and Security Interest on Tenant's behalf without Landlord's consent (i) as collateral for financing necessary for the construction, operation and/or maintenance of the System; (ii) in connection with any merger, consolidation or sale of substantially all of the assets or equity interests of SSRE, and/or (iii) to an affiliate of SSRE, provided in each instance that the transferee has a tangible net worth that is not less than that of SSRE just prior to such transfer. Upon the request of SSRE or its Lender, the Landlord shall execute an estoppel certificate in a form reasonably requested by SSRE or Lenders similar to the form attached hereto as Exhibit F or Exhibit G (as applicable). To be clear, there is language in Exhibit G that applies to a Change of Control transaction; if there is an assignment, merger or other transfer that is not a Change of Control transaction, then such language shall be adjusted accordingly.

- b) Power of Attorney. In connection with any financing necessary for the construction, operation or maintenance of the System, the Municipality each hereby grants SSRE power of attorney solely for the limited purpose of executing a collateral assignment of this Lease and/or a leasehold mortgage in connection with said financing. Notwithstanding the Municipality's status as co-tenant hereunder, the Municipality and SSRE agree and acknowledge that the Municipality is not and shall not be a party to and shall not owe any amounts on such financing.

18. Defaults and Remedies

- a) Tenant Default Defined. The following events shall be defaults of this Lease by Tenant (each, an "Event of Default"):
- i. If Tenant breaches any material term of this Lease (other than as set forth in clauses (ii)-(vi), below), and (a) if such breach can be cured within thirty (30) days after Landlord's notice of such breach and SSRE fails to cure within such thirty (30) day period, or (b) if SSRE fails to promptly commence and diligently pursue and complete said cure within a reasonable period of time if a cure period longer than thirty (30) days is needed, provided that no cure period shall exceed ninety (90) days;
 - ii. SSRE fails to make any payments to Landlord required by this Lease, and such failure is not cured within fifteen (15) calendar days, except that if such failure occurs more than one time in any 365-day period, such occurrence shall constitute an immediate Event of Default;
 - iii. Subject to any rights of the Lender pursuant to Section 37 below, SSRE becomes Bankrupt;
 - iv. SSRE fails to obtain any bonds and insurance required by this Lease, unless such failure is cured within fifteen (15) days, provided also that no damage to Landlord has occurred during the period of such failure.
 - v. If due to action or inaction by Tenant there is a possibility that the zoning for the Premises might change pursuant to the terms of applicable municipal approvals.
 - vi. With regard to any Tenant obligation as to which this Lease already specifies a particular time period for performance, including without limitation Tenant's obligation to pay taxes at least fifteen (15) days prior to the due date, it shall be

an immediate Event of Default if Tenant does not perform within the specified time period.

- b) Remedies. If an Event of Default has occurred and is not cured within the cure period provided for, if any, subject to the rights of any Lender pursuant to Section 37 and subject to the security interests of any lender (including Lender) in connection with the Premises and/or the System, the Landlord shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Lease upon notice to Tenant, all of which remedies shall be cumulative. For the avoidance of doubt, any Event of Default shall be subject to any applicable rights to cure of any Lender. Without limiting the generality of the foregoing:

At any time, or from time to time after any termination of this Lease under this Section 18(b), Landlord may re-let the Premises or any part of the Premises for such term or terms as Landlord, in its reasonable discretion, may determine. Upon any such termination, SSRE shall pay to Landlord any delinquent amounts then due and owing, together with the entire amount of Rent due for the remainder of the Term, minus the fair market rental value for the Premises for a period beginning on the second (2nd) anniversary of the termination date (it being acknowledged that two (2) years is a reasonable estimate of the time it would take Landlord to find a new tenant, negotiate and finalize a lease, have all requisite permits and approval obtained, and actually have rent commence), with such accelerated amount being discounted to present value at an interest rate equal to then issuing three (3) years US treasury notes, which amount shall become immediately due and payable. Nothing herein shall be construed to limit Landlord's remedies at law or in equity against SSRE or its successors or assignees.

Furthermore, upon the occurrence and during the continuance of an Event of Default, Landlord, without waiving any other remedy for the Event of Default, may (but shall not be obligated to) perform the obligation of the Tenant that is the subject of the Event of Default (including without limitation SSRE's failure to pay any applicable amounts directly to [or indirectly to, meaning via Landlord, as the case may be] applicable Governmental Authorities, including without limitation payment of real estate taxes to the tax assessor) for the account and at the expense of SSRE. SSRE will reimburse Landlord upon demand for any expense incurred by Landlord in curing the Event of Default, together with interest thereon equal to the lesser of the Prime Rate plus 5% or the maximum interest permitted by law, and also together with an administrative charge equal to 15% of the reimbursed amount.

All remedies of Landlord under this Lease are cumulative and no one remedy shall be exclusive of any other, or of any remedy conferred by law or at equity. Any delinquent amounts owed by SSRE to Landlord hereunder shall accrue interest at the lesser of the Prime Rate plus 5% or the maximum interest permitted by law, and in addition there shall be a late charge equal to 5% of any delinquent payment to Landlord.

19. Notices. All Notices under this Lease shall be made in writing to the Addresses and Persons specified below. Notices shall be delivered by hand delivery, reputable overnight delivery service, by certified mail, postage prepaid, return receipt requested; or by email and shall be "delivered" upon receipt. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to

have given notice so long as such Party substantially complied with this provision, the receiving Party received the notice in question, and such failure has not materially prejudiced the receiving Party. Attorneys may give notices on behalf of their clients.

To Tenant: Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC
Attn: Ralph A. Palumbo, Manager
117 Metro Center Blvd – Suite 1007
Warwick, RI 02886
Email: Ralph@southernskyre.com

with a copy to: Duffy & Sweeney, Ltd.
321 South Main Street, 4th Floor
Providence, RI 02903
Attention: Joshua Celeste, Esquire
Email: JCeleste@duffysweeney.com

To the City of Pawtucket: Office of the Mayor
Pawtucket City Hall
137 Roosevelt Avenue
Pawtucket, RI 02860

with a copy to: Pawtucket City Solicitor
Pawtucket City Hall
137 Roosevelt Avenue
Pawtucket, RI 02860

To the Town of Cumberland: Office of the Mayor
Cumberland Town Hall
45 Broad Street
Cumberland, RI 02864

with a copy to: Cumberland Town Solicitor
Cumberland Town Hall
45 Broad Street
Cumberland, RI 02864

To Landlord: Solar Real Estate Holdings, LLC
Attn: Ralph A. Palumbo, Manager
117 Metro Center Blvd – Suite 1007
Warwick, RI 02886
Email: Ralph@southernskyre.com

with a copy to: Duffy & Sweeney, Ltd.
321 South Main Street, 4th Floor
Providence, RI 02903
Attention: Joshua Celeste, Esquire
Email: JCeleste@duffysweeney.com

20. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.
21. Remedies Cumulative. No remedy herein conferred upon or reserved to Tenant or Landlord shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
22. Headings. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.
23. Survival. The expiration or earlier termination of this Lease shall not relieve the Parties of duties or liabilities that by their nature should survive such expiration or termination, prior to the term of the applicable statute of limitations.
24. Governing Law. This Lease is made and entered into and shall be interpreted in accordance with the applicable laws of Rhode Island. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of Rhode Island or the federal district court sitting in Providence, which shall have exclusive jurisdiction thereof.
25. Severability. Any term, covenant or condition in this Lease that to any extent is invalid or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective and severable from the rest of this Lease to the extent of such invalidity or prohibition, without impairing or affecting in any way the validity of any other provision of this Lease, or of such provision in other jurisdictions.
26. Binding Effect. Subject to Section 17, the provisions of this Lease shall bind, apply to and inure to the benefit of, the Parties and their successors and assigns.
27. Counterparts. This Lease may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
28. “.pdf” Signatures. This Lease may be duly executed and delivered by electronic, “.pdf” delivery of the signature page of a counterpart to the other Party, and such “.pdf” signature shall have the full force and effect as an original signature.
29. Entire Lease. This Lease represents the full and complete agreement between the Parties hereto with respect to the lease of the Premises and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to the lease of the Premises to Tenant. This Lease may be amended only in writing signed by both Tenant and Landlord or their respective successors in interest. Landlord and Tenant each acknowledge that in executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.
30. Force Majeure. A “Force Majeure Event” means any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Lease (other than obligations to make payments when due), and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical

contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades, embargoes, accidents or interruptions to transportation, trade restrictions, emergency (as in the time of war, a terrorist incident, extreme weather, or the like) acts of any Governmental Authority after the date of this Lease, strikes and other labor difficulties not caused by the Party asserting the protection of Force Majeure, and other similar events or circumstances beyond the reasonable control of such Party. A Party claiming a Force Majeure Event shall not be considered in breach of this Lease or liable for any delay or failure to comply with the Lease, if and to the extent that such delay or failure is attributable to the occurrence of such Force Majeure Event; *provided that* the Party claiming relief shall promptly notify the other Party in writing of the existence of the Force Majeure Event, exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, and resume performance of its obligations hereunder as soon as practicable thereafter.

31. No Brokers. Landlord and Tenant hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.
32. No Partnership. This Lease is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'landlord' and 'tenant,' and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.
33. No Intended Third Party Beneficiary. There are no intended third-party beneficiaries to this Lease.
34. Subordination to Easements, Rights of Way, and Other Matters. Tenant acknowledges and understands that, notwithstanding anything to the contrary in this Lease, but subject to Section 9(d) hereof, this Lease and all rights of Tenant hereunder are subject and subordinate to all existing easements, rights of way, declarations, restrictions and all other matters of record. Landlord reserves the right to grant additional easements, rights of way, and similar encumbrances, whether recorded or unrecorded, as may be necessary or desirable, subject to Tenant's right of quiet enjoyment under Section 9(a) .
35. Further Assurances. Upon receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this section.
36. No Merger. So long as any of the indebtedness under any loan secured by a Leasehold Mortgage (defined below) shall remain unpaid or unperformed, unless Lender shall otherwise consent in writing, the fee title and the leasehold estates on the Premises shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Tenant or in any third party by purchase or otherwise.
37. Lender Provisions. Any Person or entity that holds or is the beneficiary of a first position mortgage, deed of trust or other security interest in Tenant's leasehold interest in this Lease or in any System located on the Premises (any such first position mortgage, deed of trust or other security interest is referred to herein as a "Leasehold Mortgage") shall, for so long as its

Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth herein. No Leasehold Mortgage shall encumber or affect in any way the interest of Landlord or Landlord's fee interest in and to the Property and Premises, or Landlord's rights under this Lease. Landlord shall act expeditiously, cooperatively and in good faith in facilitating any amendments to this Lease requested by Lender in connection with the financing of the System, provided that such amendments do not materially increase Landlord's obligations or decrease its rights under this Lease, and do not materially decrease Tenant's obligations or increase its rights hereunder.

- a) Lender's Foreclosure and Other Rights. Lender shall have the right, without Landlord's consent: (i) to assign its security interest (but, written notice of the assignment and the assignee's notice address must be delivered to Landlord); (ii) to enforce its lien and acquire title to the leasehold estate by any lawful means; (iii) to take possession of and operate the System or any portion thereof and to perform all obligations to be performed by SSRE hereunder, or to cause a receiver to be appointed to do so, subject to the terms and conditions of this Lease; and (iv) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure.. To be clear, any foreclosure or assignment in lieu of foreclosure by the Lender shall not terminate this Lease, which shall remain in full force and effect, with Lender (and thereafter, its assignee pursuant to subpart (b) below) having succeeded to the interests of SSRE hereunder.
- b) Lender's Assignment of the Leasehold Estate (and Sale of the System) Following Foreclosure. Upon the Lender's acquisition of the leasehold estate, whether by foreclosure or assignment in lieu of foreclosure, Lender shall have the right to assign said acquired leasehold estate (together with a sale of the System, and assignment of the interconnection agreement and any other applicable approvals or documents), provided Lender and proposed assignee (as applicable) shall first satisfy each of the following conditions: (i) any such assignee shall be approved in advance by Landlord, such approval not to be unreasonably conditioned, withheld or delayed; (ii) any such assignee shall assume all of SSRE's obligations under this Lease; (iii) Lender and/or any proposed assignee shall have satisfied every obligation of SSRE existing under this Lease but which remains unsatisfied at the time of the proposed assignment; and (iv) Lender and any such assignee shall satisfy all applicable legal requirements.
- c) Notice of Default; Opportunity to Cure. The Lender shall be entitled to receive notice of any default by SSRE, provided that such Lender shall have first delivered to Landlord a written notice of its interest in the Leasehold Mortgage and its notice address. If any notice shall be given of the default of SSRE and SSRE has failed to cure or commence to cure such default within the cure period provided in this Lease, then any such Lender, which has given notice as above provided, shall be entitled to receive an additional notice that SSRE has failed to cure such default and such Lender shall have sixty (60) days after such additional notice to cure any such default or, if such default cannot be cured within sixty (60) days, to diligently commence curing within such time and diligently pursue such cure to completion within such time as SSRE would have been allowed pursuant to the terms of this Lease but as measured from the date of such additional notice. The Lender may take possession of the Premises and the System, and operate the System if necessary, pursuant to the terms of this Lease.
- d) Cross-Default/Cross-Collateralization. The Leasehold Mortgage shall not contain any cross-collateralization or cross-default provisions relating to other loans of Southern Sky

Renewable Energy RI-Alton Rd-Hopkinton, LLC (or any subsidiary or affiliate of Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC) that are not incurred for the ownership, construction, maintenance, operation, repair or financing of the System.

- f) Lender's Obligations. Prior to foreclosing or taking an assignment in lieu of foreclosure, Lender shall not have any liability or obligation under this Lease. Upon a foreclosure or assignment in lieu of foreclosure, Lender shall be deemed to have assumed this Lease, and Lender hereby agrees to cure any Tenant defaults, but (i) Lender not be bound by any amendment or modification of the Lease that materially increases Tenant's obligations or decreases its rights under this Lease and was made without Lender's written consent (such consent not to be unreasonably withheld, conditioned or delayed); and (ii) Lender's obligations under this Lease shall end upon the date (if any) that Lender assigns this Lease to a third party in accordance with Section 37(b), above (and, upon such date, the assignee shall be deemed to have assumed all such obligations).
- g) Bankruptcy, Etc. In the event the Lease is rejected or terminated as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Tenant, Landlord shall, at the option of Lender exercised within 45 days after such rejection or termination, enter into a new agreement with Lender having identical terms, conditions, agreements, provisions and limitations as the Lease (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually agree), provided that (i) the term under such new agreement shall be no longer than the remaining balance of the term (including options for extension terms) specified in this Lease, and (ii) upon execution of such new agreement, Lender cures any outstanding payment and performance defaults under the Lease.
38. Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease. Landlord agrees, upon SSRE's request at any time following the Effective Date, to execute a Memorandum of Lease in the form attached as Exhibit H and SSRE may then record the Memorandum of Lease at its expense. The Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in this Lease. In the event of a conflict between the terms and conditions of the Memorandum of Lease and the terms and conditions of this Lease, the terms and conditions of this Lease shall prevail.

[REMAINDER OF PAGE LEFT BLANK SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Lease on the date first above written.

LANDLORD:

SOLAR REAL ESTATE HOLDINGS, LLC

By: _____
Ralph A. Palumbo, Manager

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick on this 1st day of May, 2019, before me personally appeared Ralph A. Palumbo, as Manager of Solar Real Estate Holdings, LLC who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of Solar Real Estate Holdings, LLC.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Affix Notary Seal]

TENANTS:

**SOUTHERN SKY RENEWABLE ENERGY
RI-ALTON RD-HOPKINTON, LLC**

By: _____
Ralph A. Palumbo, Manager

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick on this 1st day of May, 2019, before me personally appeared Ralph A. Palumbo, as Manager of Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Affix Notary Seal]

MUNICIPALITIES:

CITY OF PAWTUCKET:

By: _____
Print Name:
Title:

STATE OF _____
COUNTY OF _____

In _____ on this ____ day of _____, 2019, before me personally appeared _____, as _____ (title) on behalf of the City of Pawtucket who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, his/her free act and deed in said capacity and the free act and deed of the City of Pawtucket.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Affix Notary Seal]

TOWN OF CUMBERLAND:

By: _____
Print Name:
Title:

STATE OF _____
COUNTY OF _____

In _____ on this ____ day of _____, 2019, before me personally appeared _____, as _____ (title) on behalf of the Town of Cumberland who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, his/her free act and deed in said capacity and the free act and deed of the Town of Cumberland.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Affix Notary Seal]

EXHIBIT A

THE PROPERTY

[SEE ATTACHED]

EXHIBIT B

PREMISES

That certain 78.89 acre Property (as described in Exhibit A), which is depicted on that certain ALTA survey titled "Alton Bradford Road" prepared by DiPrete Engineering dated March 6, 2019, last revised March 12, 2019, attached hereto as Schedule B-1, together with such easements, including but not limited to, easements for access, as provided for in the Lease.

SCHEDULE B1
SITE PLAN

[SEE ATTACHED]

EXHIBIT C

RENT SCHEDULE

[SEE ATTACHED]

EXHIBIT D
DEFINITIONS

“Additional Rent” has the meaning set forth in Section 2(d).

“Affiliate” means, with respect to any Person, the Person’s authorized representatives, agents, employees, managers, contractors, officers, directors, partners, members, managers, and any other Person directly controlling, controlled by or under common control with such first Person.

“Applicable Law” means any and all applicable constitutional provisions, laws, statutes, rules, regulations, ordinances, bylaws, treaties, orders, decrees, judgments, decisions, certificates, holdings, injunctions, registrations, licenses, franchises, permits, authorizations, guidelines, Governmental Approvals, the Net Metering Rules, and any and all approvals, consents or requirements of any Governmental Authority having jurisdiction, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Bankrupt” means that if SSRE (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Base Rent” has the meaning set forth in Section 2(b).

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in Providence, Rhode Island are required or authorized by Applicable Law to be closed for business.

“Change of Control” means the sale of all or substantially all the assets of a Party; any merger consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions.

“Commercial Operations,” with respect to a System, means that the System has been installed on the Premises, is ready for regular, daily operation, has been interconnected to the Local Electric Utility, SSRE has received a Permission to Operate notice from the Local Electric Utility, and the System is

actually operational and producing output.

“Commercial Operations Date” means the date on which the System reaches Commercial Operation.

“Construction Commencement” means the date on which SSRE or any of its agents performs any site work that involves any substantial change to the Premises or its earth.

“Effective Date” has the meaning set forth in the preamble of the Lease

“Environmental Attributes” means all products of the System including but not limited to carbon trading credits, solar renewable energy certificate (“SRECs”), renewable energy credits or certificates, emissions reduction credits, investment credits, tax credits, emissions allowances, green tags, tradable renewable credits and Green-e® products, but not including grants or benefits for which only a governmental entity is eligible as determined by and under Applicable Law.

“Environmental Claims” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

“Environmental Law” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances. Environmental Law is a part of Applicable Law.

“Event of Default” shall have the meaning set forth in Section 18(a).

“Expiration Date” shall have the meaning set forth in Section 3(b).

“First Option Term” shall have the meaning set forth in Section 2(f).

“Force Majeure Event” has the meaning set forth in Section 30 of this Lease.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of, or required to be 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, including, without limitation, the Rhode Island Department of Environmental Management.

“Governmental Charges” means all applicable federal, state and local taxes (including, without

limitation, real and personal property taxes, sales, use, gross receipts or similar taxes), governmental charges, costs, expenses, charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, the Local Electric Utility or other similar entity, on or with respect to the System, Premises, and this Lease.

“Hazardous Substances” means and includes, without limitation, any substance, chemical, material, pollutant, or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

“Landlord” shall have the meaning set forth in the opening paragraph of this Lease.

“Lease Term” (also sometimes referred to as “Term” or “term”) shall have the meaning set forth in Section 3(b).

“Leasehold Mortgage” shall have the meaning set forth in Section 37.

“Lender” means any third-party entity providing financing to Tenant relating to the purchase, construction or installation of the System. It shall not mean Tenant’s trade creditors.

“Local Electric Utility” means NGrid or National Grid, the local electric distribution company providing interconnection and/or net metering services for the System.

“Permitted Use” has the meaning set forth in Section 1(b).

“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.

“PENMCA” means that certain Net Metering Financing Arrangement by and between Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC and the City of Pawtucket, dated as of May 1, 2019, as may be amended or assigned, and/or that certain Net Metering Financing Arrangement by and between Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC and the Town of Cumberland, dated as of May 1, 2019, as may be amended or assigned, as the case may be.

“Pre-Commercial Operations Term” (a/k/a “Construction Period”) shall have the meaning set forth in Section 2(a).

“Prime Rate” has the meaning set forth in Section 10(a).

“Removal Escrow” has the meaning set forth in Section 4.

“Removal and Restoration Date” means the date not be later than ninety (90) days after the expiration or earlier termination of this Lease, by which Tenant shall complete removal from the Premises of the System and all of Tenant’s property, including, but not limited to, all equipment and components comprising the System, pursuant to Section 4.

“Removal and Restoration Period” means the period of time beginning with the Expiration Date and ending on the Removal and Restoration Date.

“Second Option Term” shall have the meaning set forth in Section 2(g).

“Security Deposit” shall have the meaning set forth in Section 2(e).

“System” or “Systems” means a solar photovoltaic facility having a nameplate capacity of approximately 17.55351 MW DC to be installed by Tenant on the Premises, subject to the terms of this Lease, which facility shall include but not necessarily be limited to an integrated assembly of solar photovoltaic panels, mounting assemblies, inverters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring and interconnections with the Local Electric Utility.

“Tax Stabilization” means such tax stabilization agreement, ordinance, or other form of tax stabilization right as Tenant may obtain from the Town of Hopkinton.

“Tenant” shall have the meaning set forth in the opening paragraph of this Lease.

“Tests” has the meaning set forth in Section 7.

EXHIBIT E
TENANT INSURANCE

SSRE shall maintain the following insurance coverages, as a condition of the Lease, in full force and effect throughout the Lease Term and without interruption either through insurance policies, or acceptable self-insured programs, failing which SSRE shall be deemed in material breach of the Lease:

- (i) **Workers' Compensation** at statutory limits and Employer's Liability Coverage in accordance with the Worker's Compensation Act of state of Rhode Island, which policy shall adequately protect all labor employed by the Tenant during the life of this Lease. Such insurance shall be of at least \$1,000,000.00 each occurrence.
- (ii) **Commercial General Liability Coverage** (Occurrence Form) with limits of not less than \$5,000,000.00 each occurrence, on which policy Landlord shall be added as an additional insured, and
- (iii) **Property Coverage** for materials and supplies being transported by the contractor.
- (iv) **Improvements and Tenant's Personal Property.** A "special form" or "all risk" insurance policy or policies insuring all Improvements and Excluded Personal Property from time to time in, on, or upon the Premises, against loss or damage by fire, lightning and other risks from time to time included under such "all risk" policies, including but not limited to insurance against fire, sprinkler leakage, vandalism and malicious mischief, in amounts not less than the full replacement value thereof as from time to time determined (but not less frequently than every 3 years).
- (v) **Builder's Risk.** Builder's risk property coverage in an amount equal to the full replacement cost value of the Project. This insurance shall include the interest of Tenant and its contractor and shall provide all-risk coverage against loss by physical damage, including without limitation or duplication of coverage, fire, extended coverage, theft, vandalism and malicious mischief, as well as the extended coverage described herein with respect to the completed improvements. Tenant shall also at its cost maintain business interruption insurance providing coverage for a period of not less than twelve (12) months if the Improvements are destroyed or rendered inaccessible by a risk insured against by a policy of special form or all-risk insurance, with any endorsements required to satisfy this Section. All proceeds from the policy Tenant is required to maintain shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate.

For any claims resulting from the operation, maintenance, and/or repair of the System, SSRE's insurance coverage shall be primary. Any insurance or self-insurance maintained by Landlord shall be in excess of Tenant's insurance and shall not contribute with it.

EXHIBIT F

LANDLORD ESTOPPEL CERTIFICATE

(SOLAR GROUND LEASE AGREEMENT)

To: [Insert Lender Info]
and

Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC
Ralph A. Palumbo, Manager
117 Metro Center Boulevard-Suite 2007
Warwick, Rhode Island 02886

The City of _____

Date: _____

Re: Solar Ground Lease Dated: [Insert Date](the "**Lease**")
Tenant: Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC, a Rhode
Island limited liability company ("SSRE") and the City of _____ ("City")
(together "Tenant")
Landlord: Solar Real Estate Holdings, LLC ("**Landlord**")
Premises: Certain property located in the Town of Hopkinton, Washington County,
Rhode Island, as more specifically described in Exhibit A to the Lease (the "**Premises**")

Landlord acknowledges that it has been advised that (a) [Insert Lender Name] a [Insert State] limited liability company ("**Lender**") has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the "**Loan**") to SSRE to finance, in whole or in part, the development, construction and operation of a solar energy project (the "**Project**") on the Premises, and Lender is requiring this Landlord Estoppel Certificate (this "**Estoppel**") as a condition to its making the Loan. Accordingly, Landlord hereby confirms to Lender and acknowledges and agrees as follows:

1. Landlord hereby confirms that the Lease does not require Landlord's consent to the making of the Loan to SSRE and to granting of security interests, including without limitation, (i) an Assignment of Agreements (the "**Assignment**") pursuant to which Tenant shall collaterally assign its right, title and interest in and to the Lease for the benefit of Lender, its successors and assigns, and (ii) a leasehold mortgage by Tenant in favor of Lender (the "**Mortgage**"), to be recorded with the Town of Hopkinton land evidence records. Landlord acknowledges that SSRE is making the Loan and granting the Assignment and Mortgage, and Landlord acknowledges that SSRE has the right to do so under the terms of the Lease.
2. Landlord acknowledges and agrees that the Premises consists of the land described as the "Premises" or "Property" in Exhibits A and B to the Lease.

3. Tenant has the right to occupy and use the Premises as set forth in the Lease.
4. The Premises is available for the use of Tenant under the terms of the Lease. All duties or obligations of Landlord required under the Lease which were an inducement to Tenant to enter into the Lease have been fully performed.
5. The Lease is in full force and effect. No default exists on the part of Landlord or, to the actual knowledge of Landlord without a duty of investigation, on the part of Tenant under the Lease, nor, to the knowledge of Landlord without a duty of investigation, does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the use of the Premises by Tenant and has not been amended, modified or supplemented, except (if there has been any such amendment, modification, or supplement) as attached hereto, and has not been superseded. There are no oral agreements between Landlord and Tenant with respect to the Premises. A true and correct copy of the Lease (including any and all amendments thereto) is attached to this Estoppel as Exhibit 1. Landlord agrees to provide Lender copies of any and all notices concerning a default by Tenant under the Lease. Such notices shall be sent to Lender at the above-referenced address (or such other address as Lender may designate).
6. Landlord acknowledges that the Lease contains certain provisions that give protections to Lender, primarily in Section 37 of the Lease, and Landlord hereby reaffirms that it is obligated to comply with those provisions.
7. Landlord has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of Tenant's interest in the Lease.
8. No actions, whether voluntary or involuntary, are pending against Landlord under any bankruptcy, insolvency or similar laws of the United States or any state thereof.
9. The term of the Lease commenced on the Effective Date (as that term is defined in the Lease) and ends on the last day of the Lease Term (as that date is defined in the Lease).
10. The current annual rental payable by SSRE under the Lease is at the rates and subject to the terms and conditions of the Lease.
11. Landlord acknowledges and agrees that Tenant, its agents, invitees, guests, employees, and suppliers have a non-exclusive right of ingress to and egress from the Premises, as set forth in the Lease.
12. Lessor expressly denies any ownership, interest, operation, responsibility or liability for the installation, operation or maintenance of the improvements, the "System" as defined in the Lease or the Project at any time during the term of the Lease.
13. Lender will rely on the foregoing representations and agreements made by Landlord herein in connection with Lender's agreement to make the Loan. Landlord agrees that Lender may so rely on such representations and agreements.

IN WITNESS WHEREOF, Landlord has executed this Landlord Estoppel Certificate as of the date first written above.

LANDLORD:
SOLAR REAL ESTATE HOLDINGS, LLC

By: _____
Ralph A. Palumbo, Manager

EXHIBIT G

LANDLORD CONSENT AND ESTOPPEL CERTIFICATE

(SOLAR GROUND LEASE AGREEMENT)

To: Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC
c/o Ralph A. Palumbo, Manager
117 Metro Center Boulevard -Suite 2007
Warwick, Rhode Island 02886

The City of _____

Date: _____

Lease: Ground Lease Agreement dated [insert date], by and between Solar Real Estate Holdings, LLC and Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC (the "**Lease**")

Tenant: Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC ("SSRE") and the City of _____, Rhode Island (the "City") (together "Tenant")

Landlord: Solar Real Estate Holdings, LLC ("**Landlord**")

Current Lender: [Name of Lender] ("**Lender**")

Premises: Certain property located in the Town of Hopkinton, Washington County, Rhode Island, as more specifically described in Exhibits A to the Lease (the "**Premises**")

Landlord acknowledges that SSRE intends to enter into a loan transaction (the "**Refinancing**") with a lender, or if there is more than one lender then with a collateral agent on behalf of such lenders (hereafter, such lender, or such collateral agent acting on behalf of such lenders, is referred to as the "**Lender**") in order to finance a portion of the System installation costs. Landlord's consent to Tenant's collateral assignment and its estoppel agreement will be required as a condition to the Refinancing. In addition to the Refinancing, SSRE is undergoing a change in control transaction (the "**Change in Control Transaction**") involving the transfer of ownership of SSRE's membership interests from Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC to a special purpose entity ("**_____**" or "**Purchasers**") that will be created to own 100% of the membership interests of SSRE. Purchasers will be owned by a holding company owned in part by [name of entity], as the asset manager, and in part by [name if applicable], and or one or more of its affiliates, as the investor. Accordingly, Landlord hereby acknowledges and agrees for the benefit of the Lender and the Purchasers as follows:

1. Upon notice by SSRE to the Landlord of the consummation of the Refinancing (which notice shall include the identity of the Lender and its information for the notices referred to below), the Landlord shall promptly acknowledge receipt of such notice in writing to the Subsequent Secured Parties and confirm the continued effectiveness of this Consent.

2. Landlord hereby acknowledges and confirms that the Lease does not require Landlord's consent to SSRE's grant of security interests and collateral assignments to secure SSRE's obligations to the Lender in respect of the Refinancing, including without limitation, (i) an Assignment of Agreements (the "**Assignment**") pursuant to which Tenant shall collaterally assign its right, title and interest in and to the Lease for the benefit of Lender, its successors and assigns, and (ii) a leasehold mortgage by Tenant in favor of Lender, (the "**Mortgage**"), to be recorded in the Town of Hopkinton land evidence records. Landlord acknowledges that SSRE is (or will be) making the loan and granting the Assignment and Mortgage, and Landlord acknowledges that SSRE has the right to do so under the terms of the Lease.
3. Landlord further acknowledges and consents to the Change in Control Transaction.
4. Landlord acknowledges and agrees that the Premises consist of the land described as the "Premises" or "Property" in Exhibits A and B to the Lease.
5. Tenant has the right to occupy and use the Premises as set forth in the Lease.
6. The Premises are available for the use of Tenant under the terms of the Lease. All duties or obligations of Landlord required under the Lease which were an inducement to Tenant to enter into the Lease have been fully performed.
7. The Lease is in full force and effect. No default exists on the part of Landlord or, to the actual knowledge of Landlord, without a duty of investigation, on the part of Tenant under the Lease, nor, to the actual knowledge of Landlord, without a duty of investigation, does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the use of the Premises by Tenant and has not been amended, modified or supplemented, except (if there has been any such amendment, modification, or supplement) as included in the copy of the Lease attached hereto, and the Lease has not been superseded. There are no oral agreements between Landlord and Tenant with respect to the Premises. A true and correct copy of the Lease (including any and all amendments thereto) is attached to this Consent as **Exhibit 1**. Landlord agrees to provide Lender copies of any and all notices concerning a default by Tenant under the Lease. Such notices shall be sent to the Lender at the address to be included in the notice referred to in Section 1 above (or such other address as the Lender may designate from time to time).
8. Landlord acknowledges that the Lease contains certain provisions that give protections to Lender, primarily in Section 37 of the Lease, and Landlord hereby reaffirms that it is obligated to comply with those provisions.
9. Landlord has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of Tenant's interest in the Lease.
10. No actions, whether voluntary or involuntary, are pending against Landlord under any bankruptcy, insolvency or similar laws of the United States or any state thereof.

11. The term of the Lease commenced on the Effective Date (as that term is defined in the Lease) and ends on the last day of the Lease Term (as that date is defined in the Lease).
12. The current annual rental payable by SSRE under the Lease is at the rates and subject to the terms and conditions of the Lease.
13. Landlord acknowledges and agrees that Tenant, its agents, invitees, guests, employees, and suppliers have a non-exclusive right of ingress to and egress from the Premises, as set forth in the Lease.
14. Landlord expressly denies any ownership, interest, operation, responsibility or liability for the installation, operation or maintenance of the improvements, the "System" as defined in the Lease or the Project at any time during the term of the Lease.
15. Landlord acknowledges and agrees that the Lender and Purchasers will rely on the terms and provisions of this Consent and Estoppel Certificate, including the representations and agreements made by Landlord herein, in connection with the consummation by the Lender of the Refinancing and in connection with the Change in Control Transaction and Landlord agrees that the Lender and Purchasers may so rely on such terms and provisions.

IN WITNESS WHEREOF, Landlord has executed this Landlord Consent and Estoppel Certificate as of the date first written above.

LANDLORD:
SOLAR REAL ESTATE HOLDINGS, LLC

By: _____
Ralph A. Palumbo, Manager

EXHIBIT H

MEMORANDUM AND NOTICE OF LEASE
(In accordance with Section 34-11-1 of the
Rhode Island General Laws, 1956, as amended)
As of _____, 2019

This MEMORANDUM AND NOTICE OF LEASE (this “Memorandum”) is made as of _____, 2019 by and between Solar Real Estate Holdings, LLC, a Rhode Island limited liability company, with a principal office at c/o Ralph A. Palumbo, 117 Metro Center Blvd – Suite 2007, Warwick, RI 02886 (hereinafter, “Landlord”), and Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC, a Rhode Island Limited Liability Company, with a principal office at c/o Ralph A. Palumbo, 117 Metro Center Blvd – Suite 2007, Warwick, RI 02886 (hereinafter “SSRE”) and the City of _____ (hereinafter the “City”) (SSRE and the City are hereinafter referred to as “Tenant”). Landlord and Tenant are sometimes referred to herein as the “Parties”.

1. LEASE AGREEMENT: Landlord and Tenant entered into that certain Lease Agreement dated as of May 1, 2019 (the “Lease”). The terms of the Lease are incorporated herein by reference.
2. PREMISES: The property located at 0 Alton Bradford Road, Hopkinton, Rhode Island, which is more particularly described on Exhibit “A” attached hereto and by reference made a part hereof, together with easements and access rights, as provided in the Lease, including but not limited to access to and from a public way.
3. INITIAL TERM OF LEASE: The initial term of lease shall commence on May 1, 2019 and shall expire on the last day of the month in which occurs the twenty-fifth anniversary of the date on which the solar photovoltaic facility to be constructed on the Premises in accordance with the Lease is ready for commercial operations.
4. OPTIONS TO RENEW: The Lease provides options to renew for two additional five year terms.
5. This Memorandum is executed pursuant to the provisions of the Lease and is not intended to modify the provisions set forth in the Lease.
6. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Lease.
7. This Memorandum shall be governed by the laws of the State of Rhode Island without regard to its conflict of law provision.

8. This Memorandum may be signed in any number of counterparts.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above written.

LANDLORD:

SOLAR REAL ESTATE HOLDINGS, LLC

By: _____
Ralph A. Palumbo, Manager

STATE OF _____
COUNTY OF _____

In _____ on this ____ day of _____, 2019, before me personally appeared Ralph A. Palumbo, as Manager of Solar Real Estate Holdings, LLC who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of Solar Real Estate Holdings, LLC.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Affix Notary Seal]

TENANT:

SOUTHERN SKY RENEWABLE ENERGY RI-ALTON RD-HOPKINTON, LLC

By: _____
Ralph A. Palumbo
Title: Manager

STATE OF _____
COUNTY OF _____

In _____ on this ____ day of _____, 2019, before me personally appeared Ralph A. Palumbo, as Manager of Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of Southern Sky Renewable Energy RI-Alton Rd-Hopkinton, LLC.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Affix Notary Seal]

THE CITY OF _____

By: _____

Name:

Title:

STATE OF _____

COUNTY OF _____

In _____ on this ____ day of _____, 2019, before me personally appeared _____, as _____ (title) on behalf of the City of _____ who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, his/her free act and deed in said capacity and the free act and deed of the City of _____.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Affix Notary Seal]

Exhibit A to Memorandum of Lease

[Attached.]

EXHIBIT I

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 20____, by and between _____, a _____ ("Tenant" or "Borrower"), _____, a _____ ("Landlord"), _____, a _____ ("Tenant's Construction Lender"), _____, a _____ ("Landlord's Lender"), and _____, a _____ ("Tenant's Term Lender").

WITNESSETH:

Landlord is the owner of a parcel of land (the "Real Property") located in _____, _____ County, _____, more particularly described in the attached Exhibit A.

Landlord and Tenant have entered into that certain <LEASE> dated _____ (the "Lease"), [as amended _____,] a copy of which is attached hereto as Exhibit B by which Landlord has leased to Tenant a portion of the Real Property and granted to Tenant certain operation easements, including but not limited to access and utility easements (collectively, the "Premises"), which Premises are more particularly described in the attached Exhibit C.

_____, a _____ ("Sole Member"), is the sole member of Tenant, and has entered into that certain <CONSTRUCTION CONTRACT> with _____ for the purchase, installation, and maintenance of a solar electric energy system to be designed, procured and installed on the Premises (the "Project"), and _____, a _____, is the Manager of Tenant and Sole Member. [REVISE AS APPLICABLE]

Landlord's Lender is the holder of that certain <MORTGAGE> executed by Landlord, which encumbers the Real Property, dated _____, and recorded on _____, under Book _____, Page _____, as amended and assigned from time to time, to secure an indebtedness in the maximum principal amount of \$ _____, and any interest, advances or obligations secured thereby (as amended, the "Landlord's Mortgage").

Tenant's Construction Lender has agreed to make a loan (the "Construction Loan") to Tenant, as Borrower, for the purpose of financing certain costs to construct the Project. The Construction Loan shall be secured, in part, by a collateral assignment of the Lease (collectively, the "Security Agreements").

Tenant's Term Lender has agreed to make a loan to Tenant (the "Tenant's Term Loan") to provide permanent financing for the ownership and operation of the Project. The Tenant's Term Loan shall also be secured by the Security Agreements. [IF APPLICABLE]

Tenant agrees that the Lease and all terms and conditions contained therein and all rights, options, liens and charges created thereby is and shall be subject and subordinate in all respects to the Landlord's Mortgage and associated security documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of secured obligations and the relevant loan documents, to the full extent of all amounts secured by the Landlord's Mortgage from time to time

So long as Tenant is not in default in the performance of any of the terms of the Lease beyond applicable notice and cure periods, the parties agree that in the event Landlord's Lender (or any other party claiming by, through or under Landlord's Lender) succeeds to the interest of Landlord under the Lease ("Landlord's Successor") by foreclosure or by acquisition of title to the Real Property in lieu of foreclosure or otherwise pursuant to any rights granted to Landlord's Lender in any case pending pursuant to 11 U.S.C. §101 et seq., or any action taken under the Landlord's Mortgage by Landlord's Lender, or in the event that Landlord's Lender exercises the rights granted to it by any assignment (any such occurrence being referred to herein as an "Attornment Event"), Tenant shall be bound to Landlord's Successor under all of the terms of the Lease for the balance of the term thereof remaining and any extension or renewal terms thereof with the same force and effect as if Landlord's Successor was the Landlord under the Lease, and the Tenant shall attorn to Landlord's Successor as its landlord, such attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon Landlord's Successor succeeding to the interest of Landlord under the Lease. Notwithstanding anything herein to the contrary, Tenant shall be under no obligation to pay rent or other costs, if any, which may be due Landlord pursuant to the terms of the Lease to Landlord's Successor until Tenant receives written notice from Landlord's Successor that it has succeeded to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Landlord's Successor upon such attornment shall, to the extent of the then remaining balance of the term of the Lease and any extension or renewal thereof, be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

Subject to Tenant's attornment to Landlord's Successor pursuant to the paragraph above, upon the occurrence of an Attornment Event, so long as Tenant is not in default in the performance of any of the terms of the Lease beyond applicable notice and cure periods, Landlord's Successor (i) shall not affect or disturb Tenant's right to possession, use and enjoyment of the Premises in accordance with the terms of the Lease; (ii) shall be bound to Tenant under all of the terms of the Lease for the balance of the term thereof remaining and any extension or renewal terms thereof with the same force and effect as if Landlord's Successor was the Landlord under the Lease, and; (iii) shall perform each and every one of the obligations of Landlord thereunder. In no event shall Landlord's Successor be liable for any act or omission of the undersigned Landlord or any other prior landlord, be subject to any offsets or defenses which Tenant might have against the undersigned Landlord or any other prior landlord, or be bound by any rent or additional rent which may be due the undersigned Landlord or any other prior landlord pursuant to the terms and provisions of the Lease which Tenant might have paid to the undersigned Landlord or any other prior landlord for more than the current month. Upon any transfer of Landlord's interest in the Lease to Landlord's Successor upon the occurrence of an

Attornment Event and upon each successive transfer thereafter, unless Landlord's Successor with respect to each such transfer obtains a subordination, non-disturbance and attornment agreement for the benefit of Tenant in form and substance substantially similar to this Agreement from any senior interest holder of each such Landlord's Successor (including but not limited to any lender to or ground landlord of the Landlord's Successor) who has the power to foreclose, sell, assign, transfer or otherwise terminate the interest of Landlord's Successor in the Lease, the Lease (as amended hereby) shall be deemed not to be subordinate to the interests of such senior interest holder.

Landlord's Lender and Landlord understand, acknowledge and agree that notwithstanding anything to the contrary contained in the Lease, the Landlord's Mortgage and/or any related financing documents, including, without limitation any UCC-1 Financing Statement, neither Landlord nor Landlord's Lender shall acquire any interest in any fixtures, equipment and/or other personal property owned or leased by Tenant and now or hereafter located on or affixed to the Premises or any portion thereof except to the extent, if any, set forth in the Lease or to the extent owned by Landlord. Landlord's Lender and Landlord hereby expressly waive any interest which Landlord's Lender or Landlord may have or acquire with respect to such property, and Landlord's Lender and Landlord hereby agree that same do not constitute realty regardless of the manner in which same are attached or affixed.

So long as Tenant is not in default in the performance of any of the terms of the Lease beyond applicable notice and cure periods, in no event whatsoever shall Landlord's Lender or Landlord disturb the rights to possession, use and enjoyment of Tenant in and to the Premises, nor shall the leasehold estate granted by the Lease be affected in any manner whatsoever, nor the obligations of the parties thereunder be considered modified or amended in any way, notwithstanding any foreclosure or proceeding in lieu thereof affecting the Premises and whether or not Tenant is made a party thereto. Each of Landlord and Landlord's Lender agrees that it will not oppose, in court or otherwise, any position taken or argument or claim made by Tenant or Landlord, as the case may be, that the Lease is an unexpired lease of real property (as such term is used in 11 U.S.C. §365(h) or any successor statute) under which Landlord is the landlord and Tenant is the tenant.

Landlord's Lender acknowledges and agrees that each of Tenant's Construction Lender and, upon the making of the Tenant's Term Loan, Tenant's Term Lender, is a "Lender", as defined in the Lease and each is entitled to the provisions of the Lease for the benefit of Lender (as defined in the Lease).

The rights and obligations hereunder of each of the parties hereto shall bind and inure to the benefit of their respective successors and assigns. This Agreement shall supersede any inconsistent provisions contained in the Lease.

Landlord and Landlord's Lender hereby consent to any license given by Tenant to _____ for access to, and use of, the Premises in connection with the Project, provided, however, that such licensee may not take any actions that Tenant would not be permitted to take under the terms of the Lease, such licensee shall first procure commercially reasonable types and amounts of liability insurance reasonably acceptable to Landlord and naming Landlord and Landlord's designees as additional insureds, and Tenant's indemnification

of Landlord under the Lease shall include any loss of injury arising from the actions or inactions of licensee on or about the Premises.

Landlord's Lender hereby consents to the execution and delivery of the Security Agreements, as each may be amended from time to time, the Tenant's Construction Loan and the Tenant's Term Loan and any license given by Tenant to _____ for access to, and use of the Premises in connection with the Project, and Landlord's Lender expressly waives any default under the Landlord's Mortgage arising out of Landlord's failure, if any, to obtain Landlord's Lender's prior consent to the Lease (if Landlord did fail to obtain such prior consent, then Landlord's Lender hereby consents to the Lease), and further agrees to the terms and conditions of this Agreement.

This Agreement and the representations and agreements made herein are given with the understanding that this Agreement constitutes a material inducement for Tenant's Construction Lender in making the Tenant's Construction Loan and to Tenant's Term Lender in making the Tenant's Term Loan, and that Tenant's Construction Lender shall rely hereon in making the Tenant's Construction Loan and Tenant's Term Lender shall rely hereon in making the Tenant's Term Loan.

This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year as first indicated above.

LANDLORD:

_____, a _____

By: _____
Name: _____
Title: _____

TENANT:

_____, a _____

By: _____
Name: _____
Title: _____

LANDLORD'S LENDER:

_____, a _____

By: _____
Name: _____
Title: _____

TENANT'S CONSTRUCTION LENDER:

_____, a _____

By: _____
Name: _____
Title: _____

TENANT'S TERM LENDER:

_____, a _____

By: _____
Name: _____
Title: _____

[Notary blocks appear on following pages.]

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of _____, a _____, on behalf of said entity, who is personally know to me or provided _____ as identification.

Notary Public, State of _____

Printed Name
My Commission Expires: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of _____, a _____, on behalf of said entity, who is personally know to me or provided _____ as identification.

Notary Public, State of _____

Printed Name
My Commission Expires: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of _____, a _____, on behalf of said entity, who is personally know to me or provided _____ as identification.

Notary Public, State of _____

Printed Name

My Commission Expires: _____

EXHIBIT A to SNDA

LEGAL DESCRIPTION OF REAL PROPERTY

[INSERT]

EXHIBIT B to SNDA

[LEASE]

EXHIBIT C to SNDA

DESCRIPTION OF PREMISES

[INSERT]

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION
DOCKET NO. 22-30-WW
Response Of The Pawtucket Water Supply Board
To The Division of Public Utilities And Carriers'
Data Requests
Set 3

CERTIFICATION

I hereby certify that on December 6, 2023, I sent a copy of the within to all parties set forth on the attached Service List by electronic mail and copies to Luly Massaro, Commission Clerk, by electronic mail and regular mail.

Parties	Email Distribution	Phone
Pawtucket Water Supply Board Joseph A. Keough, Jr., Esq. Keough & Sweeney 41 Mendon Ave. Pawtucket, RI 02861	ikeoughjr@keoughsweeney.com ;	401-724-3600
James L. DeCelles, P.E. Chief Engineer Pawtucket Water Supply Board 85 Branch St. Pawtucket, RI 02860	decelles@pwsb.org ; mlecours@pwsb.org	401-729-5001
David Fox, Consultant Raftelis Financial Consultants	Dfox@raftelis.com ;	
Division of Public Utilities & Carriers: Gregory Schultz, Esq. Dept. of Attorney General 150 South Main St. Providence, RI 02903	gscultz@riag.ri.gov ; Al.mancini@dpuc.ri.gov ; John.bell@dpuc.ri.gov ; Al.contente@dpuc.ri.gov ; ellen.golde@dpuc.ri.gov ; Steven.Parrillo@dpuc.ri.gov ; Machaela.Seaton@dpuc.ri.gov ; Margaret.L.Hogan@dpuc.ri.gov ;	401-222-2424

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION
DOCKET NO. 22-30-WW
Response Of The Pawtucket Water Supply Board
To The Division of Public Utilities And Carriers'
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Set 3

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	lmorgan@exeterassociates.com ;	
File original and nine (9) copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Boulevard Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	Patricia.lucarelli@puc.ri.gov ;	
	Christopher.caramello@puc.ri.gov ;	
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