

NET METERING CREDIT SALES AGREEMENT

This Net Metering Credit Sales Agreement ("**Agreement**") is entered into as of July 11, 2019 ("**Effective Date**") and is by and between Green Development, LLC, a Rhode Island limited liability company, located at 3760 Quaker Lane, North Kingstown, Rhode Island 02852, its Affiliates, successors, assignees, nominees, and/or designees as seller ("**Seller**"), and the City of Central Falls, a Rhode Island municipality, located at 580 Broad St, Central Falls, RI 02863, as buyer ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar and wind electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain one or more renewable energy facilities, including but not limited to the solar and/or wind energy facilities, which are described in Exhibit A (the "**Renewable Energy Facility**" or "**Renewable Energy Facilities**");

WHEREAS, the Renewable Energy Facilities are expected to qualify as Eligible Net-Metering Systems pursuant to the Net Metering Regulations and will, therefore, generate Net Metering Credits for each kilowatt hour of electricity generated by the Renewable Energy Facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Net Metering Credits generated by the Renewable Energy Facilities during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"Affiliates" 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.

“Applicable Legal Requirements” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Metering Regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Renewable Energy Facilities, as well as the selling and purchasing of Net Metering Credits therefrom.

“Business Day” means a day on which Federal Reserve member banks in Providence, Rhode Island are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Buyer’s Lost Net Metering Credit Production Savings” shall have the meaning given to such term in *Section 12.16.1*.

“Commercial Operations Date” means the date on which the Renewable Energy Facilities generate electric energy on a commercial basis, and the interconnection(s) to the local electrical distribution system have been authorized and are functioning with the EDC.

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as “confidential” by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure including, but not limited to, the RIAPRA, or as compelled by legal process including but not limited to any "public records" or "freedom of information" request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority, provided that, where allowable by law, notice to the disclosing Party is provided before compliance with such requirement and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party. Confidential Information does not include information regarding the size, technology and location of the Renewable Energy Facilities.

“EDC” means electric distribution company as set forth in R.I. Gen. Laws § 39-26.4-2.

“Eligible Net-Metering System” shall have the meaning set forth in R.I. Gen. Laws § 39-26.4-2.

“Energy” means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“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 Renewable Energy Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates (“RECs”) or any similar certificates or credits under the laws of the State of Rhode Island and Providence Plantations or any other jurisdiction, including but not limited to solar RECs, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) 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 Renewable Energy Facilities and/or its electricity generation, and excluding, for the avoidance of doubt, any Net Metering Credits and any credit, allowance, entitlement, certificate, product, valuation or other benefit that inures solely to Buyer only because it is a Municipality or Other Governmental Entity and which cannot be transferred or assigned to, or used for the benefit of, Seller.

“Force Majeure Event” means any event or circumstance not within the reasonable control of the Affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of *Force Majeure* by Buyer; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party’s power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute a Force Majeure Event.

“Generation Contingent” means that Seller’s failure to deliver is excused if the Renewable Energy Facility for any reason does not generate sufficient energy necessary to deliver Net Metering Credits hereunder. In such an event, Seller shall not be liable to Buyer for any damages.

“Governmental Authority” means any federal, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“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, 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, local electric distribution company, or other similar entity, on or with respect to the Net Metering Credits.

“Host Customer” means the Person or Persons designated by Seller, from time to time, as the Host Customer or Customers, and subsequent to such designation recognized by the EDC as the customer or customers of record with respect to the Renewable Energy Facilities.

“Initial Term” shall have the meaning given to such term in Section 2.1

“Interconnection Agreement” shall mean the Interconnection Service Agreement(s) entered into with the local electric distribution company, each of which authorizes the interconnection of the respective Renewable Energy Facilities with the local electric distribution system, which confirms the eligibility of the Renewable Energy Facilities for treatment as Eligible Net-Metering Systems, and which specifies (directly or by reference to the “Schedule B” filed by Seller under the Tariff) the manner in which Net Metering Credits shall be allocated.

“Interest Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by laws of the State of Rhode Island.

“Invoice” shall have the meaning given to such term in Section 5.1.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Renewable Energy Facilities.

“Net Metering Credits” shall have the meaning set forth in R.I. Gen. Laws § 39-26.4-1 et seq., and any regulations promulgated thereunder, for Renewable Energy Net-Metering credits, as implemented by the Tariff. One unit of Net Metering Credit shall correspond to one kWh of energy production.

“Net Metering” shall have the meaning as set forth in the Net Metering Regulations.

“Net Metering Regulations” are the Rhode Island net metering statute, R.I. Gen. Laws § 39-26.4-1 et seq., any regulations promulgated thereunder, and the Tariff, as each may be amended from time to time.

“Payment” shall have the meaning given to such term in Section 4.4

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, joint venture, trust, union, proprietorship, Governmental Authority or other entity, association or organization of any nature, however and wherever organized or constituted.

“Prudent Industry Practice” means the practices, methods, techniques, equipment and standards that (a) are generally engaged in or approved during the period of performance under this Agreement in the solar photovoltaic power industry or wind energy industry, as the case may

be, in the United States for use in connection with the operation and maintenance of solar power generating projects of similar sizes and types as the Renewable Energy Facility and that, in the exercise of reasonable judgment by Seller, are expected to accomplish the desired result, all in a manner consistent with Applicable Laws, reliability and good workmanship, safety, economy and expedition, and (b) conform to the manufacturer's design, engineering, construction, testing, operation and maintenance guidelines applicable to the equipment in question.

"Rate Reduction Incentive" means, if applicable, the purchasing of environmentally preferable utilities from an off-site utility provider as outlined under the United States Department of Housing and Urban Development office of Public and Indian Housing (PIH) Notice: PIH-2014-18 (HA).

"RIAPRA" shall have the meaning given to such term in Section 12.2(c).

"Schedule B" shall have the meaning given to such term in Section 5.2.

"Tariff" means the tariff for interconnection for distributed generation and net metering services adopted by the Rhode Island Public Utilities Commission, including R.I.P.U.C. No. 2078 and R.I.P.U.C. No. 2075, together with any subsequent amendments and approvals thereto.

"Tax Attributes" means 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 Renewable Energy Facilities or the output generated by the Renewable Energy Facilities (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning given to such term in Section 2.1.

"Utility Service Location" means the location of the Renewable Energy Facilities specified in Exhibit B.

ARTICLE II TERM

2.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twenty-fifth (25th) anniversary of the Commercial Operations Date (the **"Initial Term"**), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof. After the Initial Term, this Agreement shall automatically renew for three (3) successive five (5) year terms (each, a **"Renewal Term"**), unless a written notice of non-renewal is given by either Party to the other at least one hundred eighty (180) days prior to the expiration of the Initial Term or then-applicable Renewal Term. The Initial Term and all subsequent Renewal Terms, if any, are referred to collectively as the **"Term."**

2.2 **Early Termination.** Either Party may terminate this Agreement without penalty or any liability if Seller has not achieved the Commercial Operation Date within twenty-four (24) months after the Effective Date; provided that such twenty-four-month period shall be extended

on a day-for-day basis for any delay in achieving the Commercial Operation Date due to either Force Majeure or action or inaction on the part of Buyer. Such right of termination shall be subject to the terminating Party giving the other Party notice of termination within thirty (30) days after the expiration of such twenty-four-month period (as extended, if applicable), in which case this Agreement shall terminate without further liability on the part of either Party, except that neither party shall be relieved from any payment obligations arising under this Agreement prior to the date of such notice.

ARTICLE III FACILITY OWNERSHIP AND OPERATION

3.1 Title. Subject to Section 4.5 and except as to the Net Metering Credits transferred to Buyer hereunder, Buyer shall not be entitled to any ownership interest in, and as between Buyer and Seller, Seller shall retain title to, the Renewable Energy Facilities, along with any Environmental Attributes and Tax Attributes generated or associated with the Renewable Energy Facility.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing when the Renewable Energy Facility has achieved the Commercial Operations Date.

3.3 Substitution of a Solar or Wind Energy Facility. The Seller may propose to substitute any Renewable Energy Facility with one or more Renewable Energy Facilities (solar or wind) of the same or a similar aggregate generating capacity so long as such replacement facility(ies) qualifies as an Eligible Net Metering System in order to fulfill the obligations under this Agreement, subject to Buyer's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE IV PURCHASE AND SALE OF NET METERING CREDITS

4.1 Sale and Purchase of Net Metering Credits. Commencing on the Commercial Operations Date and continuing throughout the remainder of the Term, on a monthly basis Seller shall sell to Buyer, and Buyer shall purchase and accept all of Seller's right, title and interest to a percentage, equal to the "% Allocated to Buyer" set forth in Exhibit A for each Renewable Energy Facility, of the Net Metering Credits generated by the Renewable Energy Facilities, estimated in Exhibit D, and that are actually delivered on Buyers utility accounts for each respective month. For purposes of the Production Warranty in Section 6.2, the target production will be 3,628,200 kilowatt-hours per year as adjusted (the "NMC Target"). The Net Metering Credits shall be free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description. Subject to the Production Warranty described in Section 6.2, Seller's obligations under this Section 4.1 are Generation Contingent. The NMC Target shall be adjusted initially for as-built conditions within 90 days of the Commercial Operation Date and shall be adjusted annually thereafter for: i) any shortfall in actual solar or wind resource (compared to the solar or wind resource assumed in the initial development of the NMC Target) as measured at the site by the Seller's Data Acquisition System; ii) any external interference (e.g. shading) outside the control of Seller; iii) lost kWh production arising from a

Force Majeure Event or emergency threat to persons or property that is not the fault of Seller, and iv) expected output degradation of the Renewable Energy System, which shall be calculated as 0.5% per year for solar energy systems and 0.1% per year for wind energy systems.

4.2 Allocation. To facilitate delivery of the Net Metering Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of the applicable “Schedule B”) that the EDC allocate, out of the Host Customer account(s), the quantity of Net Metering Credits specified in Section 4.1 to Buyer’s customer account(s), as further set forth in Exhibit B, “Buyer’s Designation of Customer Accounts”, attached hereto and incorporated herein. Buyer understands that the Net Metering Credits received by Buyer for a particular month will be reflected on Buyer’s statement from the EDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer’s monthly invoices according to the EDC’s billing cycle, which may be approximately one (1) month after the Net Metering Credits are generated by the Renewable Energy Facilities.

4.3 Buyer’s Purchase and Seller’s Sale Contingent on Allocation of Credits by EDC. The Parties acknowledge and agree that Buyer’s agreement to purchase Net Metering Credits from Seller and Seller’s agreement to sell Net Metering Credits to Buyer are contingent upon and subject to the EDC’s acceptance of and allocation of such Net Metering Credits to Buyer’s customer account with EDC as set forth in Section 4.2 herein. During the Term of this Agreement, if (a) for any reason, excluding an action or inaction on the part of Buyer, the EDC refuses to allocate a portion or all of the Net Metering Credits to Buyer’s customer account on a temporary basis, this Agreement shall remain in full force and effect, but Seller shall promptly refund to Buyer any amount paid to Seller by Buyer for such Net Metering Credits which the EDC refused to credit to Buyer’s customer account, and (b) for any reason, excluding an action or inaction on the part of Buyer, the EDC refuses to allocate the Net Metering Credits to Buyer’s customer account on a permanent basis, either Party may terminate this Agreement by written notice to the other Party.

4.4 Payment. The amount that Buyer shall pay to Seller for the Net Metering Credits generated by the Seller and allocated by the EDC to Buyer (the “**Payment**”) shall be determined as shown in Exhibit C, attached hereto and incorporated herein. The estimated number of Net Metering Credits for each calendar year in the Term is set forth in Exhibit D. Seller may replace Exhibit D with an updated estimate within ninety (90) days after the Commercial Operations Date, such estimate to become Exhibit D-1. In the event of any discrepancy between Exhibit D and Exhibit D-1, Exhibit D-1 shall control. Notwithstanding the foregoing, Buyer acknowledges that Exhibit D and Exhibit D-1, if any, are included for information purposes only, that they represent Seller’s non-binding estimate of the estimated production, net metering credit rate, and number of Net Metering Credits, and that, beyond the specific guarantee provisions provided in Section 6.2, Seller does not represent or guarantee that any particular level of production, net metering credit rate, or Net Metering Credits will be achieved in connection with this Agreement.

4.5 Title to Net Metering Credits. Title to the Net Metering Credits will pass from Seller to Buyer upon allocation to Buyer’s customer account(s) by the EDC.

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that Buyer's agreement to purchase Net Metering Credits from Seller and Seller's agreement to sell Net Metering Credits to Buyer are not exclusive and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Metering Credits. Seller shall have the right and ability to enter into agreements with other parties to sell Net Metering Credits produced by the Renewable Energy Facility in excess of the amounts purchased by Buyer hereunder, subject to all Applicable Legal Requirements.

4.7 Governmental Charges.

a. Seller is responsible for any Governmental Charges currently attributable to the sale of Net Metering Credits to Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of Net Metering Credits to Buyer.

b. The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner.

ARTICLE V PAYMENT

5.1 Payment. During each monthly EDC billing cycle, Seller shall provide Buyer with an invoice for the Net Metering Credits delivered to and received on Buyer's designated account(s) during the prior monthly EDC billing cycle (the "**Invoice**"). Each invoice shall state (i) the quantity of Electricity produced by the Facility, (ii) the quantity of actual Net Metering Credits delivered to Buyers' electricity accounts during such billing period, (iii) the Net Metering Credit Price, as specified in Exhibit C and (iv) the total amount due from Buyer, calculated as (ii) the quantity of actual Net Metering Credits delivered to Buyers' electricity accounts during such billing period multiplied by (iii) the Net Metering Credit Price. Subject to the provisions of Section 4.3, Buyer shall pay all invoiced amounts owed to Seller by wire transfer to such account as may be specified by Seller from time to time, or by other mutually agreeable method. Any payment not made to Seller within thirty (30) days of the date of Buyer's receipt of a proper Invoice shall bear interest from such date through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the date of each Invoice, records sufficient to permit verification of the accuracy of billing statements, charges, computations and payments reflected on such Invoice. 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 such Invoice during the other Party's normal business hours. Seller shall, at Buyer's request (such request to not occur more than annually) provide documentation showing the amount of electricity generated and invoiced by the Renewable Energy Facility and allocated by the EDC on the form which the Utility uses to allocate Net Metering

Credits to the Buyers accounts (the "Schedule B") in units of kilowatt-hours (kWh) and dollars (\$). Seller and Buyer shall work together up to twice annually, with revisions being provided by the Buyer on or before May 1st and December 1st each year, to allow Seller to make any needed adjustments to the Schedule B on June 30th and December 31st each year.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other Party in writing of the basis for the dispute and, if applicable, pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate, from and including the original due date through and including the date such payment is actually received by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate from the date of such overpayment at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute under this Section 5.3, the Parties shall follow the procedure set forth in Section 12.5.

ARTICLE VI OBLIGATIONS OF THE PARTIES

6.1 Net Metering.

a. Each Party's obligations under this Agreement are subject to the Renewable Energy Facilities qualifying for Net Metering as an Eligible Net-Metering System, subject to the provisions of the Net Metering Regulations. If, within twenty-four (24) months from the Effective Date, the Renewable Energy Facilities do not so qualify, this Agreement shall terminate without further liability of the Seller to the Buyer or of the Buyer to Seller, provided that the Buyer and Seller shall not be relieved from any payment or other obligations arising under this Agreement prior to such termination.

b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Renewable Energy Facility to be eligible for and participate in Net Metering as Eligible Net-Metering System.

c. The Parties acknowledge that the Renewable Energy Facilities are intended to qualify as an Eligible Net-Metering System within the meaning of R.I. Gen. Laws § 39-26.4-1 et seq. and agree not to take any action inconsistent with the Renewable Energy Facility's status as such a facility except insofar as said action is authorized hereunder or in conformance with any approvals necessary for the Renewable Energy Facilities to be eligible for and participate in Net Metering as an Eligible Net-Metering System. So long as any such amendment will materially benefit a Party without material detriment to the other Party and is otherwise permitted by law, the Parties shall negotiate in good faith to amend this Agreement to conform to any rule(s) or regulation(s) regarding Net Metering and ensure that the Renewable Energy Facilities are eligible for Net Metering as an Eligible Net-Metering System.

d. Upon implementation by the Rhode Island Public Utilities Commission, Rhode Island Office of Energy Resources, or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Metering, the affected Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

6.2 Production Warranty. The following warranties are provided by Seller and shall be the exclusive remedy to Buyer for any shortfall:

a. If the Renewable Energy Facility fails to provide to Buyer, due to decreased production, at least 80% of the NMC Target (“Minimum Production”) during any consecutive three-year period beginning at the Commercial Operation Date (“Shortfall Period”) a “Shortfall” will be deemed to have occurred and Seller shall, at Seller’s sole option, do one of the following within six months following the Shortfall Period (the “Cure Period”): i) restore the Renewable Energy Facility to the prorated annual Minimum Production measured in the subsequent six months after the Cure Period or demonstrate a clear path to correction within six months after the Cure Period; ii) replace the lost Net Metering Credits up to the Minimum Production with Net Metering Credits from one or more renewable energy facilities, including but not limited to facilities owned or controlled by Seller or its Affiliates; or iii) reimburse Buyer for any lost Net Metering Credit savings associated with the Shortfall up to the Minimum Production iv) declare that the Shortfall is permanent and update Exhibit D-1 to permanently reduce the NMC Target to the average annual kWh production over the previous three years.

b. To the extent Seller receives, from a component manufacturer pursuant to a production warranty applicable to a component of the Renewable Energy Facility, compensation for lost revenue from a Shortfall, then Seller shall provide Buyer the excess of such compensation over the payment that would have been due from Buyer to Seller pursuant to Exhibit C for the Shortfall provided, however, that no reimbursement will be provided to the extent Buyer has been compensated under Section 6.2(a)(ii) or 6.(a)(iii).

6.3 Seller’s Obligations.

a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the local electric distribution company.

b. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

6.4 Buyer’s Obligations.

a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, providing within ten (10) days of request therefor (or to the extent possible, reasonably facilitating that the EDC timely provides) to Seller full and complete information regarding the actual cash value of any Net Metering Credits that have been allocated to Buyer's customer account by the EDC.

**ARTICLE VII
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER'S
COVENANTS**

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows.

a. The Party is duly organized, validly existing, and in good standing under the laws of the State of Rhode Island and Providence Plantations.

b. The Party has full legal capacity to enter into and perform this Agreement.

c. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

d. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

e. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 Additional Covenants, Representations and Warranties of Buyer. In connection with this Agreement, Buyer covenants, warrants and represents that:

a. The information set forth in Exhibit B hereto is accurate, and that Buyer is a current customer of the EDC named in Exhibit B at the Utility Service Location specified therein.

b. Within ten (10) days of any request therefor made from time to time, Buyer will provide to the Seller or EDC, at Seller's request all applications, documentation and information required by EDC to evaluate Buyer's qualification for participation in the Net Metering.

c. Buyer shall not enter into or maintain any arrangements with other parties which will cause Buyer to exceed Applicable Legal Requirements with regard to the capacity allocated to Buyer under this Agreement or the Net Metering Credits made available to Buyer under this

Agreement.

d. Buyer shall promptly pay Buyer's utility bills by the date due thereof, and that Buyer understands that any failure to pay Buyer's utility bill on time may cause Buyer to no longer be eligible to receive Net Metering Credits under this Agreement.

e. Buyer has not transferred, assigned or sold all or any Net Metering Credits or rights with respect to Net Metering Credits or rights under this Agreement to any other person or entity, and Buyer shall not do so at any time (except to the extent that Seller consents to such transfer, assignment or sale pursuant to Section 10.).

f. Buyer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on Net Metering Credits, and shall not do so during the Term of this Agreement.

g. Except as otherwise specifically allowed in this Agreement, Buyer shall not for any reason terminate this agreement or its service with the EDC at the Utility Service Location set forth in Exhibit B without providing Seller with six (6) month's advance notice of such termination.

h. Buyer understands that the production of the Eligible Net-Metering System and the Net Metering Credits may fluctuate from time to time based upon weather, seasonality, degradation and other conditions, and that the generating capacity of the Renewable Energy Facility measures the potential for solar electricity production under ideal conditions, which may not occur.

7.3 Forward Contract; Bankruptcy Code. Seller represents that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and each Party represents that it is a "forward merchant" within the meaning of the United States Bankruptcy Code. The Seller further represents that Seller is not a "utility", as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

7.4 Service Contract. The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

ARTICLE VIII TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

a. The Party fails to make any payment when due under this Agreement and such failure continues for a period of five (5) days after receipt of written notice thereof from the other Party.

b. Any representation or warranty of the Party set forth in this Agreement was false or misleading in any material respect when made, unless (i) the fact, circumstance or condition that is the subject of such representation or warranty is made true within thirty (30) days after notice thereof from the other Party, and (ii) either such cure removes any adverse effect on such other Party of such fact, circumstance or condition being otherwise than as first represented, or such fact, circumstance or condition being otherwise than as first represented does not materially adversely affect such other Party.

c. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same, provided that the defaulting Party continues to use commercially reasonable efforts to effect such cure.

d. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) admits in writing its inability generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 (regarding financing), 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 ninety (90) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or 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) except for exercise of possession through assignments made pursuant to Section 10.2 (regarding financing), 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 with respect to it 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.

8.2 Force Majeure. Except as specifically provided herein, if by reason of Force Majeure Event, a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party (the "Affected Party") shall not be deemed to be in default during the continuation of such inability, provided that: (i) the Affected Party, within two (2) weeks after being affected by the Force Majeure Event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure Event; (iii) no obligations of the Party which were to be performed prior to the Force Majeure Event shall be excused as a result of the occurrence thereof; and (iv) the Affected Party

shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

a. Upon the occurrence and during the continuance of an Event of Default, the other Party may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) and no more than twenty (20) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.

b. In the event this Agreement is terminated as a result of an Event of Default or for any other reason, (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Metering Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Metering Credits generated by Seller that have or may continue to be allocated to Buyer by the EDC, and (ii) Seller shall notify the EDC promptly to stop any future Net Metering Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer. In connection with the foregoing sentence, Buyer and Seller agree to execute any documents as may be reasonably required by the EDC.

ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Indemnification.

a. Each Party shall indemnify, defend and hold harmless the other Party from any losses, damages, costs or expenses to the extent incurred by the other Party as a direct result of

the breach of any of the indemnifying Party's representations, warranties or covenants contained in this Agreement. The indemnification obligations under this Section 9.3 shall survive with respect to claims made within a twelve (12) month period after the Term; provided, that the indemnification obligations will remain in effect with respect to any claim for indemnification made within such twelve (12) month period until such claim has been finally adjudicated by a court of competent jurisdiction and appeals with respect to such claim have been exhausted.

b. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any third-party claims for personal injury or property damage caused by or occurring upon the Renewable Energy Facilities, or any individual component thereof. Seller shall defend, indemnify and hold harmless Buyer, its Trustees, officers, directors, agents, and employees from and against any and all claims, demands, liens, lawsuits, judgments or actions of any nature that may be brought by third parties on account of the construction, installation, operation, maintenance, repair or replacement of the Renewable Energy Facilities or any component thereof, or in regard to this Agreement. Nothing in this Section 9.3 shall require Seller to indemnify Buyer for any losses or claims to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Buyer its Trustees, officers, directors, agents, invitees and employees.

9.4 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Parties, which consent may not be

unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Seller is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Buyer's consent and in its sole discretion, to any entity owned or controlled by Seller or under common ownership or control with Seller; and no prior written consent shall be required in connection with any assignment by Seller in connection with the financing of the Renewable Energy Facilities.

10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Renewable Energy Facilities. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Renewable Energy Facilities. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:

i. Consent to Collateral Assignment. Buyer hereby consents to (A) the sale or collateral assignment of Seller's right, title and interest in the Renewable Energy Facilities to a Lender and (B) the collateral assignment for the financing of the Seller's right, title and interest in and to this Agreement.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner or collateral assignee of the Renewable Energy Facilities, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Renewable Energy Facilities;

(B) Opportunity to Cure Default. The Lender 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 thereunder or cause to be cured any default of Sellers thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Renewable Energy Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this

Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender 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 Lender shall not have caused to be cured 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 default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure shall be extended by the time reasonably necessary to cure the same, provided that the Lender continues to use commercially reasonable efforts to effect such cure. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, and which are capable of cure by a third person or entity, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Metering Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees within ten (10) days of any request of Seller therefor, to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel concerning Buyer's legal status and authority as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Renewable Energy Facilities, pursuant to this Section 10.2. Amendment for Financing

10.3 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if Seller determines that the Agreement needs to be modified in order to finance, develop or operate the Renewable 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 the Agreement cannot be amended to allow the Renewable Energy Facility to be financed, developed or operated in a commercially reasonable manner, then Seller shall have the option, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Buyer without further liability on the part of either Party, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE XI MISCELLANEOUS

12.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested, and shall be sent to the following addresses:

If to Seller: Green Development, LLC
 Attn: Mark DePasquale
 3760 Quaker Lane
 North Kingstown, RI 02852

With a copy to: Stephen M. Brusini
 Orson and Brusini Ltd.
 144 Wayland Avenue
 Providence, RI 02906

If to Buyer: Sonia Grace, City Clerk
 City of Central Falls
 580 Broad Street
 Central Falls, RI 02863

With a copy to: Matthew Jerzyk, Esq.
 Central Falls City Solicitor
 580 Broad Street
 Central Falls, RI 02863

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

11.2 Confidentiality. Except as provided in this Section 12.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents advisers, investors, providers of financing, directors, officers and employees who have a need to know related to this Agreement.

b. If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party, upon giving notice to the other Party if permissible by law, may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

c. The Parties acknowledge that Buyer may be subject to the Rhode Island Access to Public Records Act, R.I. Gen. Laws § 38-2-1 et seq. ("RIAPRA"), and that Buyer's obligations under RIAPRA, if any, supersede its obligations, if any, under this Section 12.2.

11.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

11.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Rhode Island and Providence Plantations without regard to principles of conflicts of law.

11.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 12.5 shall be the exclusive mechanism to resolve disputes arising under this Agreement.

a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. In the event that the Parties cannot timely resolve a dispute, by informal negotiations, the sole venue for judicial enforcement shall be the Superior Courts of Rhode Island. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Rhode Island and Providence Plantations in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

c. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

11.6 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

11.7 Press Releases. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, or the sale or purchase of Net Metering Credits contemplated herein. Each Party shall have the right to approve, in advance of issuance, (with such approval not to be unreasonably withheld, conditioned or delayed) any publicity materials, press releases, or other public statements by another Party that refer to, or that describe, any aspect of this Agreement, or the sale or purchase of Net Metering Credits contemplated herein. No such releases or other public statements relating to the subject matter of this Agreement (except for filings or other factual statements or releases as may be required by Applicable Legal Requirements) shall be made by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other Parties, provided that such consent may require the Parties to execute a separate trademark licensing agreement. The parties agree that non-confidential information about the output of the Renewable Energy Facilities, including power generated, greenhouse gases mitigated, and Renewable Energy Certificates generated, are basic information that can be relayed to the public without prior consent of the other party.

11.8 No Joint Venture. Each Party will perform all obligations 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 each Party hereunder are individual and neither collective nor joint in nature.

11.9 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

11.11 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

11.12 Survival. The provisions of Sections 3.1 (Title), 5.1 (Payment), 5.2 (Records and Audits), 5.3 (Dispute), 8.3 (Termination for Default), 9.1(Remedies), 9.2 (Limitation of Liability), 9.3 (Indemnification), 9.4 (Waivers), 10.2 (Collateral Assignment; Financing Provisions) and Article 12 (Miscellaneous), shall survive the expiration or earlier termination of this Agreement for a period of three (3) years. The Confidentiality provision of Section 12.2 shall survive the expiration or earlier termination of this Agreement until the longer of two (2) years after the date of the last disclosure of Confidential Information hereunder or as long as any such information remains confidential.

11.13 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 12.13 shall not limit the rights of a Lender pursuant to Section 10.2.

11.14 Sovereign Immunity. To the extent permitted by Applicable Law, Buyer hereby waives any defense of sovereign immunity that Buyer might otherwise have in connection with any action taken by Seller to enforce its rights against Buyer under this Agreement.

12.15 Energy Development Partners. Buyer and Seller acknowledge that Buyer and Energy Development Partners, LLC, a Rhode Island limited liability company having a principal office at 260 West Exchange Street, Suite 102A, Providence, RI 02903 (“EDP”), entered into a Net Metering Credit Sale Agreement dated May, 2016 and signed on June 1, 2016 and on June 9, 2016 (the “EDP Agreement”) under which Buyer would purchase net metering credits from EDP. At least Seven (7) days prior to the execution of this Agreement by Seller, Buyer shall provide to Seller copies of all amendments to and extensions of the EDP Agreement, as well as all material correspondence related to the termination of, or any claimed defaults under, the EDP Agreement. Buyer represents that: (a) it reasonably and in good faith believes, without assurance, that EDP has breached the EDP Agreement by, among other things, failing to meet the deadlines required of it under *Section 2.2* of the EDP Agreement; and (b) it has sent notice of termination to EDP pursuant to *Section 8.3* of the EDP Agreement. Seller shall indemnify, defend, and hold harmless Buyer from any losses, damages, costs, or expenses, up to the maximum amount of One Hundred Forty Thousand Dollars (\$140,000), to the extent the same are incurred by Buyer as a direct result of a breach by Buyer of the EDP Agreement by virtue of Buyer entering into and performing under this Agreement with Seller. Buyer agrees to reasonably cooperate with Seller, at no expense to Seller, in the defense of any such claims to the extent brought by or on behalf of EDP, including providing such documentation, information, testimony, and participation as Seller may reasonably request.

12.16. Energy Savings.

12.16.1. To the extent that Seller has not provided to Buyer a monthly amount of Net Metering Credits equivalent to at least the number of kilowatt hours as equals the NMC Target divided by Twelve (12) multiplied by Fifty Percent (50%), commencing on such date as is One Hundred Twenty (120) days after the date that Buyer executes this Agreement and delivers it to Seller (the “First Savings Commencement Date”), Seller agrees to compensate Buyer for Fifty Percent (50%) of Buyer’s Lost Net Metering Credit Production Savings (as defined below) for each such month during the period commencing on the First Savings Commencement Date and terminating on the earlier to occur of: (i) One Hundred Twenty (120) days thereafter; or (ii) the termination of this Agreement (the “First Savings Period”). For purposes of this *Section 12.16*, the term “Buyer’s Lost Net Metering Credit Production Savings” means and refers to the difference between the purchase price per kWh that Buyer is required to pay to the EDC for Energy and the purchase price that Buyer is required to pay to Seller for each Net Metering Credit pursuant to Exhibit C of this Agreement, multiplied by the kilowatt hours not supplied by Seller and actually purchased by Buyer from the EDC for the period in question.

12.16.2. To the extent that Seller has not provided to Buyer a monthly amount of Net Metering Credits equivalent to at least the number of kilowatt hours as equals the NMC Target divided by Twelve (12), commencing on such date as is one day after the expiration of the First Savings Period, Seller agrees to compensate Buyer for Buyer's Lost Net Metering Credit Production Savings for the period commencing one day after the expiration of the First Savings Period and terminating when this Agreement terminates.

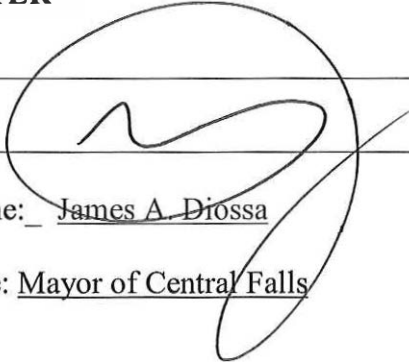
12.16.3. Notwithstanding anything in this *Section 12.16* or otherwise in this Agreement to the contrary, Seller shall have no obligation to compensate Buyer as contemplated by this *Section 12.16* to the extent that the failure or inability of Seller to provide to Buyer the required amount of Net Metering Credits arises from or relates to: (i) any breach, failure to perform, or default by Buyer under this Agreement, including any failure to make payments when due; (ii) Buyer purchasing Net Metering Credits from EDP; and/or (iii) a Force Majeure Event.

12.17. Lighting. For no consideration beyond that already provided in this Agreement, Seller agrees that on or before the three (3) month anniversary of the date that Buyer executes this Agreement and delivers it to Seller, Seller will cause to be installed free standing front lit (RGB) letters – Central Falls – each measuring 5' tall & 1' deep with face white acrylic with trimmed edge, return and back-painted stainless steel frame with insides of glossy white painted with UL water proof LEDs and transformer and bottom mounted on thick metal plate as described in the proposal sent to Seller from the Buyer via ATC Promotions & Supplies, Inc. 521 Roosevelt Ave. Central Falls, RI 02863.

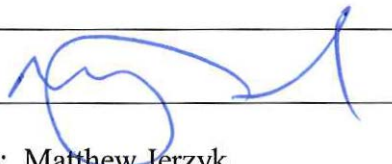
Signature page to follow.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.


BUYER

By: 
Name: James A. Diossa
Title: Mayor of Central Falls


BUYER

By: 
Name: Matthew Jerzyk
Title: Central Falls City Solicitor

BUYER

By: 
Name: Barbara J Addison
Title: Director of Finance

SELLER

By: 
Name: Mark DePasquale
Title: CEO

List of Exhibits to Agreement

Exhibit A – Renewable Energy Facilities

Exhibit B – Buyer’s Designation of Customer Accounts

Exhibit C – Payment

Exhibit D – Projected Net Metering Credits

Exhibit D-1 – Updated Projected Net Metering Credits (to be added within 90 days following the Commercial Operations Date)

EXHIBIT A
Renewable Energy Facilities

Asset 1:

| | |
|--|---------------|
| Project Size | 2230 kW DC |
| Technology | solar |
| Address | TBD |
| Town | TBD |
| Total Expected Generation (kWh Year 1) | ~3,000,000 |
| % Allocated to Buyer | 100 |
| Buyers Allocation (kWh Year 1) | 3,000,000 kWh |

Asset 2:

| | |
|--|-------------|
| Project Size | ~ 400 kW DC |
| Technology | solar |
| Address | TBD |
| Town | TBD |
| Total Expected Generation (kWh Year 1) | 680,000 |
| % Allocated to Buyer | TBD |
| Buyers Allocation (kWh Year 1) | TBD |

EXHIBIT B
BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

The following pages contain a blank "Schedule B" form as approved by the Rhode Island Public Utilities Commission. The form will be filled in upon designation of specific renewable energy assets and receipt of specific electric account information from the City.

EXHIBIT C PAYMENT

During each EDC Billing Period, the amount that Buyer shall pay to Seller for the Net Metering Credits allocated to Buyer shall be determined as follows:

For the first two years of the Initial Term following the Commercial Operations Date (the "First Rate Period"), each monthly payment from Buyer to Seller will be equal to Ninety Five Percent (95%) of the dollar amount credited by the EDC each month to the asset host account invoice and transferred to one or more of Buyer's electric utility accounts with the EDC (which equals a Five Percent {5%} discount rate); provided, however, that notwithstanding anything in this Agreement to the contrary, under no circumstances will the rate paid by Buyer to Seller be less than **\$0.085** per kWh.

For the remainder of the Term following the First Rate Period, each monthly payment from Buyer to Seller will be equal to Sixty Eight (68%) of the dollar amount credited by the EDC each month to the asset host account invoice and transferred to one or more of Buyer's electric utility accounts with the EDC (which equals a Thirty Two Percent {32%} discount rate); provided, however, that notwithstanding anything in this Agreement to the contrary, under no circumstances will the rate paid by Buyer to Seller be less than **\$0.085** per kWh.

In consideration of the discount rate applied during the First Rate Period, Seller shall make a one-time payment to Buyer in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) which shall be paid no later than Thirty (30) days after the Commercial Operations Date.

EXHIBIT D
Projected Net Metering Credits from Renewable Energy Facility

| | |
|-----------------------------|------------|
| Term (Yrs.) | 25 |
| NMCR (\$/kWh) | \$ 0.17000 |
| Discount to NMCR (%) | 5.0% |
| Discount to NMCR (%) | 32.0% |
| Utility Escalation/Year (%) | 2.0% |
| First Year Production (kWh) | 3,052,000 |

| Year | Production (kWh) | NMC Rate (\$/kWh) | NMC Value | NMC Rate due to Green | NMC Payment to Green | Savings (\$/kWh) | Annual Elec. Savings (\$) |
|------|------------------|-------------------|------------|-----------------------|----------------------|------------------|---------------------------|
| 1 | 3,052,000 | \$ 0.1700 | \$ 518,840 | \$ 0.1615 | \$ (492,898) | \$ 0.0085 | \$ 25,942 |
| 2 | 3,036,740 | \$ 0.1734 | \$ 526,571 | \$ 0.1647 | \$ (500,242) | \$ 0.0087 | \$ 26,329 |
| 3 | 3,021,556 | \$ 0.1769 | \$ 534,417 | \$ 0.1203 | \$ (363,403) | \$ 0.0566 | \$ 171,013 |
| 4 | 3,006,449 | \$ 0.1804 | \$ 542,379 | \$ 0.1227 | \$ (368,818) | \$ 0.0577 | \$ 173,561 |
| 5 | 2,991,416 | \$ 0.1840 | \$ 550,461 | \$ 0.1251 | \$ (374,313) | \$ 0.0589 | \$ 176,147 |
| 6 | 2,976,459 | \$ 0.1877 | \$ 558,663 | \$ 0.1276 | \$ (379,891) | \$ 0.0601 | \$ 178,772 |
| 7 | 2,961,577 | \$ 0.1914 | \$ 566,987 | \$ 0.1302 | \$ (385,551) | \$ 0.0613 | \$ 181,436 |
| 8 | 2,946,769 | \$ 0.1953 | \$ 575,435 | \$ 0.1328 | \$ (391,296) | \$ 0.0625 | \$ 184,139 |
| 9 | 2,932,035 | \$ 0.1992 | \$ 584,009 | \$ 0.1354 | \$ (397,126) | \$ 0.0637 | \$ 186,883 |
| 10 | 2,917,375 | \$ 0.2032 | \$ 592,711 | \$ 0.1382 | \$ (403,043) | \$ 0.0650 | \$ 189,667 |
| 11 | 2,902,788 | \$ 0.2072 | \$ 601,542 | \$ 0.1409 | \$ (409,049) | \$ 0.0663 | \$ 192,493 |
| 12 | 2,888,274 | \$ 0.2114 | \$ 610,505 | \$ 0.1437 | \$ (415,143) | \$ 0.0676 | \$ 195,362 |
| 13 | 2,873,833 | \$ 0.2156 | \$ 619,602 | \$ 0.1466 | \$ (421,329) | \$ 0.0690 | \$ 198,272 |
| 14 | 2,859,464 | \$ 0.2199 | \$ 628,834 | \$ 0.1495 | \$ (427,607) | \$ 0.0704 | \$ 201,227 |
| 15 | 2,845,166 | \$ 0.2243 | \$ 638,203 | \$ 0.1525 | \$ (433,978) | \$ 0.0718 | \$ 204,225 |
| 16 | 2,830,940 | \$ 0.2288 | \$ 647,712 | \$ 0.1556 | \$ (440,444) | \$ 0.0732 | \$ 207,268 |
| 17 | 2,816,786 | \$ 0.2334 | \$ 657,363 | \$ 0.1587 | \$ (447,007) | \$ 0.0747 | \$ 210,356 |
| 18 | 2,802,702 | \$ 0.2380 | \$ 667,158 | \$ 0.1619 | \$ (453,667) | \$ 0.0762 | \$ 213,491 |
| 19 | 2,788,688 | \$ 0.2428 | \$ 677,099 | \$ 0.1651 | \$ (460,427) | \$ 0.0777 | \$ 216,672 |
| 20 | 2,774,745 | \$ 0.2477 | \$ 687,187 | \$ 0.1684 | \$ (467,287) | \$ 0.0793 | \$ 219,900 |
| 21 | 2,760,871 | \$ 0.2526 | \$ 697,427 | \$ 0.1718 | \$ (474,250) | \$ 0.0808 | \$ 223,177 |
| 22 | 2,747,067 | \$ 0.2577 | \$ 707,818 | \$ 0.1752 | \$ (481,316) | \$ 0.0825 | \$ 226,502 |
| 23 | 2,733,331 | \$ 0.2628 | \$ 718,365 | \$ 0.1787 | \$ (488,488) | \$ 0.0841 | \$ 229,877 |
| 24 | 2,719,665 | \$ 0.2681 | \$ 729,068 | \$ 0.1823 | \$ (495,766) | \$ 0.0858 | \$ 233,302 |
| 25 | 2,706,067 | \$ 0.2734 | \$ 739,931 | \$ 0.1859 | \$ (503,153) | \$ 0.0875 | \$ 236,778 |

Notes:

1. Any Net Metering Credit Rates listed in this Exhibit D are for informational purposes only. The Parties acknowledge they are not bound by any Net Metering Credit Rates listed above and shall apply the then applicable net metering credit rate for the calculation of the actual Net Metering Credits.
2. Solar production is assumed to degrade naturally at 0.5% per year.