

**ESTOPPEL CERTIFICATE AND AMENDMENT
(City of Central Falls Net Metering Credit Sales Agreement)**

This ESTOPPEL CERTIFICATE AND AMENDMENT (this “Estoppel Certificate”), dated as of January 29, 2018, is executed by the City of Central Falls (the “Contracting Party”) in favor of AES Distributed Energy, Inc., a Delaware corporation (together with its successors and permitted assigns, “AES”) and Richmond Solar Power 1, LLC, a limited liability company organized under the law of the State of Rhode Island and Providence Plantations (as assignee of Energy Development Partners, LLC, the “Company”, and together with AES, the “Relying Parties”).

WHEREAS, the Contracting Party and the Company are parties to that certain Net Metering Credit Sales Agreement, dated as of May 26, 2016, as amended by that First Amendment to Net Metering Credit Purchase Agreement, dated as of February 27, 2017 (as hereafter amended, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”). Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement;

WHEREAS, AES plans to acquire one hundred (100%) of the limited liability company membership interests in the Company, pursuant to a certain Membership Interest Purchase Agreement (“MIPA”) to be entered into by and between AES and Energy Development Partners, LLC (“EDP”) (the “Transaction”);

WHEREAS, pursuant to the MIPA, AES has required that this Estoppel Certificate be delivered as a condition precedent to the consummation of the transactions described therein and that the Agreement be amended as set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Company and Contracting Party agree as follows:

1. Section 2.2(a) of the Agreement is deleted in its entirety and replaced with the following:

“(a) The Buyer or Seller may terminate this Agreement as to the Solar Energy Facility owned by Seller without penalty or any liability prior to the Commercial Operations Date is the Commercial Operations Date is not achieved by January 31, 2019; *provided, however,* that Seller shall have the right to extend such deadline another six (6) months in the event of a delay attributable to the LDC interconnection process.”

2. Section 2.2(b) of the Agreement is amended by deleting the words “eighteen (18) months” and replacing them with “thirty (30) months”.

3. The last sentence of Section 2.2 of the Agreement is amended by deleting the reference to “2018” and replacing it with “2019”, deleting the reference to “2017” and replacing it with “2018” and deleting the reference to “2016” and replacing it with “2017”.

4. Section 6.2(c) of the Agreement is hereby amended by deleting the followings words: “, develop classroom or laboratory courses and/or to provide internship opportunities to Buyer’s students focused on the Solar Energy Facilities”.

5. The following language is added as new Section 6.3(d) of the agreement:

“d. Buyer shall maintain it's the customer account(s) as further set forth in Exhibit A with the LDC throughout the Term of the Agreement and Buyer shall not take any action or fail to take any action that would cause the LDC to refuse or fail to allocate a portion or all of the Net Metering Credits to Buyer's customer account.”

6. The Contracting Party hereby certifies, represents and warrants to the Relying Parties and each of their respective successors and permitted assigns as of the date first written above that:

a. Contracting Party acknowledges the Transaction and to the extent required under the Agreement, the Contracting Party consents to the Transaction.

b. Contracting Party acknowledges that Company has represented that AES has secured all requisite Project financing needed for the installation and operation of the Solar Energy Facility and that it has agreed to revise Section 2.2(a) of the Agreement as specified in Section 1 of this Estoppel Certificate.

c. The execution, delivery and performance of this Estoppel Certificate and the Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law, rule, regulation, order or the like applicable to it.

d. This Estoppel Certificate, the Agreement and each other document executed and delivered in accordance with this Estoppel Certificate and the Agreement constitute a legally valid and binding obligation enforceable against it in accordance with its terms.

e. The Agreement is in full force and effect and has not been amended, modified or supplemented in any manner, except as set forth herein or as shown on the instruments attached hereto as Exhibit A.

f. No Event of Default or Force Majeure with respect to the Contracting Party has occurred and is continuing. The Contracting Party (i) has not delivered any default notice to the Company, (ii) has not delivered or received a notice of Force Majeure pursuant to Section 8.2 of the Agreement and (iii) to the best of the Contracting Party's knowledge after due inquiry, there exists no Event of Default or breaches under the Agreement and no unsatisfied conditions, disputes or legal proceedings or other events that with the giving of notice or passage of time or both, would constitute an Event of Default under the Agreement.

g. The Contracting Party has not transferred or assigned any interest in the Agreement, nor has the Contracting Party received any notice of assignment, except for the assignment of the Agreement from EDP to the Company, as

permitted by Section 10.1 of the Agreement.

h. The Contracting Party has neither delivered to the Company nor received from the Company any notice of termination of the Agreement, and to Contracting Party's knowledge, no event has occurred and no circumstance exists that would give the Contracting Party a right to terminate the Agreement.

i. There are no disputes or legal proceedings between the Contracting Party and the Company with respect to the Agreement.

j. The undersigned is duly authorized to execute this Estoppel Certificate on behalf of the Contracting Party.

k. The Contracting Party shall provide copies of any notices concerning the Agreement or delivered to the Company pursuant thereto (including, without limitation, any notices regarding any breach or default) at the following address in writing:

AES DE DevCo NC, LLC
c/o AES Distributed Energy, Inc.
4875 Pearl East Circle, Suite 200
Boulder, CO 80301
Attn: Legal Department
Tel: 720-390-3054
Email: DELegalNotices@aes.com

l. The Effective Date of the Agreement is May 26, 2016.

7. This Estoppel Certificate shall be governed by the laws of the State of Rhode Island, without regard to principles of conflicts of law.

8. Except as expressly amended by this Estoppel Certificate, all terms of the Agreement remain unmodified and in full force and effect.

9. This Estoppel Certificate may be executed in counterparts, all of which, when taken together, shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the Contracting Party and the Company have caused this Estoppel Certificate and Amendment to be executed by its undersigned authorized officer as of January 29, 2017.

City of Central Falls

By: 
Name: James A. Diosta
Title: Mayor

Richmond Solar Power 1, LLC

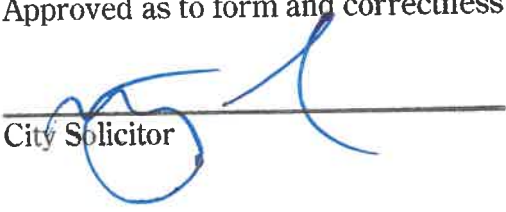
By: 
Name: Maarten Reidel
Title: Manager

Reviewed per F.S.A.

 2/1/18

Leonard Morganis
Administration & Finance Officer

Approved as to form and correctness



City Solicitor

Exhibit A

Agreement and First Amendment