



City of Quincy

OFFICE OF THE CITY COUNCIL

1305 Hancock Street
Quincy, MA 02169

2026 SEP 17 PM 3:27
CITY CLERK
QUINCY, MA. 02169

Anne M. Mahoney, President
Richard C. Ash
Walter Hubley
Maggie McKee
Virginia M. Ryan

Noel T. DiBona
David A. Jacobs
Deborah A. Riley
Ziqiang Susan Yuan

Nicole L. Crispo, City Clerk
Joseph J. Newton, Assistant Clerk
Jennifer L. Manning, Clerk of Committees
Susan M. O'Connor, Auditor

Tuesday, September 22, 2026
The Great Hall - Historic City Hall
1305 Hancock Street

Public Hearing 6:30 PM

2026-121 - Utility - Grant of Location - GoNetspeed - 29 Sargent Street/Shed Street

Muni-Tech Informational Mgmt. Committee 6:35 PM

2026-036 - Resolution - Ordering a Review of Resident Interactions with City Hall and
Opportunities to Expand Accessible Online Municipal Services

City Council Meeting 7:30 PM

Recognizing Renze Dale

- | | |
|---|--|
| 1. Residents Open Forum and Public Comment | President Mahoney |
| 2. September 3, 2026 State Primary Election Update | Clerk Crispo |
| 3. 2026-122 - Order - Approval of Location and Lease for Solar Energy
Implementation on General McConville Way Parking Garages | Mayor Koch |
| 4. 2026-123 -Order - Discussion of Fair, Data-Driven Pay Raises for Politicians | Councillor McKee |
| 5. 2026-124 - Ordinance - Amending Chapter 12 - Establishing a Public Art &
Place Making Program | Councillor Ash
Mayor Koch
Councillor Hubley
Councillor Jacobs
Councillor Mahoney
Councillor Riley |
| 6. 2026-125 - Resolve - Review of Potential Adoption of Specialized Stretch Code | Councillor Ash
Councillor Hubley
Councillor Jacobs
Councillor Mahoney
Councillor Riley
Councillor Ryan
Councillor Yuan |



City Council Meeting Agenda

City Hall - Great Hall
Tuesday, September 22, 2026

7. 2026-126 - Resolve - "No Surprise" Government

Councillor Yuan
Councillor Jacobs
Councillor Mahoney
Councillor Riley
Councillor Ryan

2026 SEP 17 PM 3:27
CITY CLERK
QUINCY, MA. 02169

It is anticipated that one or more matters contained within the City Council Calendar, including any or all listed items pending in Committee, may be discussed and acted upon at this meeting. For a full Council Calendar, go to www.quincyma.gov

OFFICE OF THE CITY CLERK

2026 State Primary Data

SEPTEMBER 1, 2026 STATE PRIMARY VOTER TURN OUT STATISTICS

TOTALS		DEMOCRAT STATS		REPUBLICAN STATS	
TOTAL VOTER TURNOUT	15,359	TOTAL VOTER TURNOUT	12,492	TOTAL VOTER TURNOUT	2,867
ELECTION DAY TURNOUT	8,647	ELECTION DAY TURNOUT	6,596	ELECTION DAY TURNOUT	2,051
MAILED	7,685	MAILED	6,651	MAILED	1,034
MAIL ACCEPTED	5,641	MAIL ACCEPTED	4,995	MAIL ACCEPTED	646
NOT RETURNED	1,994	NOT RETURNED	1,617	NOT RETURNED	377
RECEIVED LATE	50	RECEIVED LATE	39	RECEIVED LATE	11
IN-PERSON EARLY VOTING	1,011	IN-PERSON EARLY VOTING	846	IN-PERSON EARLY VOTING	165
ABSENTEE	39	ABSENTEE	34	ABSENTEE	5
UOCAVA/OMNI	21	UOCAVA/OMNI	21	UOCAVA/OMNI	0

HISTORICAL STATE PRIMARY DATA							
ELECTION DATE	REGISTERED VOTERS	TOTAL TURNOUT	PERCENTAGE	DEMOCRATIC	REPUBLICAN	LIBERTARIAN	GREEN RAINBOW
2026 State Primary	68,983	15,359	22%	12,492	2,867	N/A	N/A
2024 State Primary	65,716	12,584	19%	9,210	3,269	105	N/A
2022 State Primary	65,462	13,167	20%	9,806	3,361	N/A	N/A
2020 State Primary	61,498	24,007	39%	20,704	3,246	47	10
ELECTION DATE	TOTAL TURNOUT	ELECTION DAY TURNOUT	EARLY VOTING	VOTE BY MAIL, ABSENTEE, UOCAVA			
2026 State Primary	15,359	8,647	1,011	5,701			
2024 State Primary	12,584	6,049	441	6,094			
2022 State Primary	13,167	7,504	434	5,229			
2020 State Primary	24,007	12,491	1,732	9,784			

CENSUS DATA AS OF 9/11/2026

	MAILED	NON RESPONDENTS	RETURNED	% NOT RETURNED
WARD 1	8,220	4,661	3,559	57%
WARD 2	7,807	4,660	3,147	60%
WARD 3	8,233	4,645	3,588	56%
WARD 4	8,988	5,650	3,338	63%
WARD 5	8,455	4,782	3,673	57%
WARD 6	8,513	4,706	3,807	55%
CITY WIDE TOTAL	50,216	29,104	21,112	58%
VOTER DATA	REGISTERED VOTERS	69,281	INACTIVE	26,848

WARD: _____PRECINCT: _____ AFFIRMATION OF CURRENT & CONTINUOUS RESIDENCE LOG

AFFIRMATION that inactive voter has continuously resided in QUINCY

STATE PRIMARY SEPTEMBER 1, 2026

VOTER AFFIRMATION: I swear or affirm that I do currently and have continuously lived in the city of Quincy since the date listed on the Inactive Voters List or the date last listed as a voter.

MUST VOTE IN PRECINCT WHERE LAST REGISTERED AS A VOTER			MUST SHOW ID OR BE CHALLENGED		SIGNED UNDER PENALTIES OF PERJURY	
	NAME -- PRINT <i>(as appears on Inactive List)</i>	ADDRESS & CENSUS DATE <i>(as they appear on the Inactive List)</i>	CURRENT ADDRESS <i>Same/New or other Town (6-mo.law)*</i>	ID Y/N (challenge)	VOTER SIGNATURE	WARDEN / CLERK INITIALS
	Mort Stahling	Address: 55 Main Street Date:2009	Same	Y	MORT STAHLING	J.M.
1		Address: Date:				
2		Address: Date:				
3		Address: Date:				
4		Address: Date:				
5		Address: Date:				
6		Address: Date:				
7		Address: Date:				
8		Address: Date:				
9		Address: Date: Date:				



The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
Elections Division

Inactive Voter Information Sheet

Eligibility

As an inactive voter, you still have the right to vote if:

- You have not moved from the address where you are registered to vote; OR
- You have moved from the address where you are registered, but you haven't moved out of this city/town: OR
- You have moved from this city/town in the last 6 months to another community in Massachusetts (not applicable in local elections).

Identification

You will be asked to show identification showing your name and current address. Acceptable identification includes:

- Driver's license;
- Massachusetts state ID card;
- Utility bill;
- Bank statement;
- Government check;
- Pay stub;
- Lease;
- Acknowledgement notice of voter registration;
- Letter on school letterhead showing residency at a dormitory;
- Any other official document showing your name and address.

You may show identification on your phone. You still have the right to vote if you can't show identification, but an election official must challenge your ballot.

After Election Day

If you still live at the address where you are registered to vote, you will become an active voter at that address after you vote today.

If you have moved to another address in this city/town, your local election office will update your address and send confirmation of the change to you by mail.

If you have moved to another city/town, you will be removed from this voter list after today. Make sure to register to vote at your new address as soon as possible.



麻塞諸塞邦
William Francis Galvin
聯邦選舉科
秘書

非活躍選民
資訊表

資格

作為非活躍選民，在以下情況下，您仍然有權投票：

- 您尚未搬離您的登記投票地址；或
- 您已從您登記的地址搬離，但您並未搬離本市/鎮；或者
- 您在過去 6 個月內從該市/鎮搬到了麻塞諸塞州的其他社區（不適用於地方選舉）。

身份證明

將要求您出示顯示您的姓名和當前地址的身份證明。可接受的身份證明包括：

- 駕駛證；
- 麻塞諸塞州身份證；
- 水電費帳單；
- 銀行對帳單；
- 政府支票；
- 工資單；
- 租約；
- 選民登記確認通知書；
- 帶有學校抬頭的信件，顯示居住在宿舍的情況；
- 顯示您姓名和地址的任何其他官方檔案。

您可以在手機上出示身份證明。如果您不能出示身份證明，您仍然有權投票，但選務官員務必對您的選票提出質疑。

選舉日之後

如果您仍然居住在您登記投票的地址，今天投票過後，您將成為該地址的活躍選民。

如果您已遷往該市/鎮的其他地址，您當地的選舉辦公室將更新您的地址，並通過郵件向您發送變更確認。

如果您已遷往其他市/鎮，將在今天之後將您從該選民名單中刪除。務必確保儘快在新地址登記投票。



Khối Thịnh Vượng Chung Massachusetts

William Francis Galvin
Thư Ký Ban Bầu Cử
Khối Thịnh Vượng Chung

Cử Tri Không Hoạt Động Tờ Thông Tin

Tính Đủ Điều Kiện

Là một cử tri không hoạt động, quý vị vẫn có quyền bỏ phiếu nếu:

- Quý vị còn ở tại địa chỉ mà quý vị đã đăng ký bỏ phiếu; HOẶC
- Quý vị đã chuyển khỏi địa chỉ mà quý vị đã đăng ký nhưng chưa chuyển ra khỏi thành phố/thị trấn này; HOẶC
- Trong vòng 6 tháng qua, quý vị đã chuyển từ thành phố/thị trấn này đến một cộng đồng khác ở Massachusetts (không áp dụng với các cuộc bầu cử địa phương).

Giấy Tờ Tùy Thân

Quý vị sẽ được yêu cầu xuất trình giấy tờ tùy thân có tên và địa chỉ hiện tại của quý vị. Các giấy tờ tùy thân được chấp nhận gồm:

- Bằng lái xe;
- Thẻ ID của tiểu bang Massachusetts;
- Hóa đơn tiện ích;
- Bản sao kê ngân hàng;
- Chi phiếu chính phủ;
- Phiếu lương;
- Hợp đồng cho thuê nhà;
- Thông báo xác nhận về đăng ký cử tri;
- Thư in/viết tay trên giấy tiêu đề của trường học cho biết nơi cư trú tại ký túc xá;
- Bất kỳ văn bản chính thức nào khác có tên và địa chỉ của quý vị.

Quý vị có thể xuất trình ảnh chụp của các giấy tờ tùy thân trên điện thoại. Quý vị vẫn có quyền bỏ phiếu nếu quý vị không thể xuất trình giấy tờ tùy thân nhưng viên chức bầu cử sẽ không thể công nhận lá phiếu của quý vị.

Sau Ngày Bầu Cử

Sau khi bỏ phiếu ngày hôm nay, nếu quý vị vẫn tiếp tục ở tại địa chỉ nơi quý vị đã đăng ký bỏ phiếu, thì quý vị sẽ trở thành cử tri hoạt động tại địa chỉ đó.

Nếu quý vị đã chuyển đến một địa chỉ khác trong thành phố/thị trấn này, thì văn phòng bầu cử tại địa phương sẽ cập nhật địa chỉ của quý vị và gửi thư xác nhận thay đổi cho quý vị qua đường bưu điện.

Nếu quý vị đã chuyển đến một thành phố/thị trấn khác, quý vị sẽ được xóa tên khỏi danh sách cử tri sau ngày hôm nay. Hãy bảo đảm đăng ký bỏ phiếu tại địa chỉ mới của quý vị càng sớm càng tốt.

VOTER LIST MAINTENANCE DATA 1/1/2026-9/15/2026	
NEW REGISTERED VOTERS	4,495
MOVED	1,838
DECEASED	486
NO RESPONSE TO CONFIRMATION MAILINGS	1,468
IN RESPONSE TO CONFRIMATION MAILINGS	471
REQUEST BY VOTER	12
TOTAL DELETED	4,275
No response to confirmation mailing refers to voters that have not voted in 2 biennial elections and have not responded to the annual street listing	
In response to confirmation mailing refers to voters that have notified us on the confirmation mailing that they no longer live in the City of Quincy	

INTRODUCED BY: **MAYOR THOMAS P. KOCH**

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2026-122

ORDERED:

September 22 2026

WHEREAS, the City of Quincy is constructing two new parking garages in the downtown as part of its urban renewal efforts; one garage located at 86 Parkingway a/k/a 25-55 General McConville Way, and the second located at 119 Parkingway a/k/a 101 General McConville Way, each in the City of Quincy; and

WHEREAS, the City of Quincy seeks to reduce the financial burden on the tax payers of Quincy related to the operating costs of all city-owned buildings; seeks to reduce its carbon footprint from municipal operations; and seeks to otherwise promote clean energy goals; and

WHEREAS, the City of Quincy is a member of PowerOptions, Inc., a non-profit entity that, in association with the MassCEC which is the Commonwealth of Massachusetts' economic development agency for accelerating clean energy, competitively procured renewable energy development services; and

WHEREAS, as a result of that competitive process and pursuant to Massachusetts General Law Chapter 164 Section 137, PowerOptions selected Solec Energy Development, LLC, to provide solar energy development and other services; and

WHEREAS, Solec Energy and PowerOptions have entered into an agreement governing the terms and conditions of Solec's participation in the PowerOptions Solar Programs; and

WHEREAS, the City of Quincy Department of Public Buildings has been engaged with and working in conjunction with Solec Energy for the design, installation and operation of a solar photovoltaic system to be installed by Solec Energy on structural canopies located above the top-level parking deck of each of these new parking garages; and

WHEREAS, pursuant to Massachusetts General Law Chapter 164 Section 137, after having complied with the provisions of said Chapter 164 Section 137, the City of Quincy is exempt from further procurement provisions of any other Massachusetts law relative to the procurement of these solar energy development services and/or the solicitation of bids for the disposition of the City's real estate interest in these parking garages for the development of these solar energy generation facilities; and

WHEREAS, Solect Energy and the Department of Public Buildings acknowledge and agree that mandate of prevailing wages pursuant to Massachusetts General Law chapter 149 is in force and applicable for the installation of these solar electric energy generation facilities.

WHEREAS, the installation and operation of the solar photovoltaic system at each of these new parking garages requires a disposition of a real estate interest of the City by the City per the terms of Massachusetts General Law Chapter 30B;

NOW THEREFORE at the request of, and upon the recommendation of, the Commissioner of the Department of Public Buildings, the City Council does Order as follows:

That pursuant to Massachusetts General Law Chapter 30B, the real property interest of the City of Quincy above the top level parking decks of each of these two new parking garages and other defined space within each said garage for associated equipment and interconnections are hereby declared to be available for disposition solely for the purpose of the installation, maintenance, renewal, replacement, interconnection, and operation of a solar photovoltaic system and the utilities and equipment related thereto; and

Further, that the Mayor is hereby authorized to enter into and execute Lease and Easement agreements with Solect Energy Development, LLC, related to the above described real estate interests for the purpose of the development and operation as stated of solar electric energy generation, upon the terms and conditions that the Mayor deems to be in the best interest of the City;

Further, that the Mayor is hereby authorized to enter into and execute a Power Purchase Agreement with Solect Energy Development, LLC, its successors and assigns, for each of these two parking garages, for a term not to exceed twenty-five years, for the purpose of the development and operation as stated of solar electric energy generation, upon the terms and conditions that the Mayor deems to be in the best interest of the City;

Record and return to:
Solect Energy Development LLC
87 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, as amended, notice is hereby given of the following described lease:

Parties to the Lease Agreement (the “Lease”):

Host/Landlord: City of Quincy
1305 Hancock Street
Quincy, MA 02169

Provider/Tenant: Solect Energy Development LLC
87 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at 119 Parkingway (a/k/a 101 General McConville Way), Quincy, MA 02169, described on the attached Exhibit A (the “Property”).

Description of Leased Premises: A portion of the Property as shown on the attached Exhibit B where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning for the Term of the Lease, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property (the “Premises”).

Date of Execution of the Lease: _____ (the “Effective Date”).

Term of Lease:

The Term of the Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 p.m. on the last day of the month in which the twenty-fifth (25th) anniversary of the SMART Incentive Payment Effective Date (as defined in the Lease) occurs, unless Tenant exercises the option to extend the Term of the Lease, in which case the Term of the Lease shall include the Extension Term.

Option to Extend:

Tenant shall have the option to extend the Term of the Lease for one (1) five (5)-year Extension Term upon mutual agreement of the Parties.

Decommissioning Period:

Subject to Section 9 of the Lease, Tenant shall remove the Project (as defined in the Lease) within one hundred eighty (120) days of the expiration or earlier termination of the Lease, whereupon the Lease shall expire and shall be of no further force or effect.

Access and Appurtenant Rights:

Landlord's grant of access and appurtenant rights in the Lease shall commence on the Effective Date and end upon the termination of the decommissioning period.

Ownership of the Project:

Subject to Section 9 of the Lease, Landlord shall have no right, title or interest in the Project or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous:

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the Lease and nothing contained herein shall serve to modify or amend the terms of the Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.
3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on _____, 2026.

LANDLORD:

City of Quincy, Massachusetts

By: Its Mayor or Authorized Representative

Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as _____ for the City of Quincy, MA, as the voluntary act of the City of Quincy, MA.

Notary Public

My Commission Expires:

TENANT:

Solsect Energy Development LLC,
a Massachusetts limited liability company

By: _____
John Bodt
President & Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared John Bodt, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Solsect Energy Development LLC, a Massachusetts limited liability company, as the voluntary act of the company.

Notary Public
My Commission Expires:

EXHIBIT A

PROPERTY DESCRIPTION

**Property Address: 119 Parkingway (a/k/a 101 General McConville Way),
Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 119 Parkingway (a/k/a 101 General McConville Way), Quincy, Massachusetts, described in (1) that certain Order of Taking by the City Council of the City of Quincy dated September 22, 1997, approved November 18, 1997 and recorded December 16, 1997 with the Norfolk County Registry of Deeds in Book 12151, Page 243, (2) that certain Order of Taking by the City Council of the City of Quincy dated June 20, 2023, approved November 14, 2023 and recorded November 20, 2023 with said Registry in Book 41521, Page 525, and (3) that certain Confirmatory Release Deed from Parkingway Q Business Center, LLC to The City of Quincy dated April 11, 2024 and recorded April 16, 2024 with said Registry in Book 41725, Page 529; which vesting instruments of title are incorporated herein by reference as if fully set forth herein.

EXHIBIT B

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access and Appurtenant Rights set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

[Site plan on following page.]

POWER PURCHASE AGREEMENT

For

Quincy Center Parking Garage Canopy
119 Parkingway, Quincy, MA 02169
Quincy, MA 02169

Dated as of

between

City of Quincy
1305 Hancock St.
Quincy, MA 02169

And

Solect Energy Development LLC
87 Hayden Rowe Street
Hopkinton, Massachusetts 01748

CONTENTS

1.	<u>DEFINITIONS.</u>	4
2.	<u>TERM.</u>	5
3.	<u>ACCESS RIGHTS.</u>	6
4.	<u>PLANNING, INSTALLATION AND OPERATION OF PROJECT.</u>	6
5.	<u>SALE OF ELECTRIC ENERGY.</u>	12
6.	<u>PAYMENT AND BILLING.</u>	13
7.	<u>SUPPLEMENTAL POWER</u>	14
8.	<u>OWNERSHIP OF PROJECT; SERVICE CONTRACT.</u>	16
9.	<u>PURCHASE OPTIONS; REMOVAL AT END OF TERM.</u>	17
10.	<u>SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.</u>	18
11.	<u>TAXES.</u>	21
12.	<u>INSURANCE.</u>	22
13.	<u>COOPERATION.</u>	23
14.	<u>PRESS RELEASES AND CONFIDENTIALITY.</u>	23
15.	<u>INDEMNIFICATION.</u>	25
16.	<u>REPRESENTATIONS AND WARRANTIES.</u>	26
17.	<u>FORCE MAJEURE; CASUALTY.</u>	28
18.	<u>CHANGE IN LAW.</u>	30
19.	<u>PROVIDER DEFAULT AND HOST REMEDIES.</u>	30
20.	<u>HOST DEFAULT AND PROVIDER REMEDIES.</u>	32
21.	<u>COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.</u>	33
22.	<u>LIMITATIONS ON DAMAGES.</u>	36
23.	<u>DISPUTE RESOLUTION.</u>	36
24.	<u>NOTICES.</u>	37
25.	<u>MISCELLANEOUS.</u>	38
	<u>GLOSSARY OF TERMS</u>	40

EXHIBITS

<u>EXHIBIT A</u>	–	ENERGY PURCHASE PRICES
<u>EXHIBIT A-1</u>	–	PILOT AMOUNTS
<u>EXHIBIT B</u>	–	EARLY TERMINATION AND EARLY PURCHASE AMOUNTS
<u>EXHIBIT C</u>	–	DESCRIPTION OF SITE
<u>EXHIBIT D</u>	–	DESCRIPTION OF PREMISES
<u>EXHIBIT E</u>	–	DESCRIPTION OF PROJECT
<u>EXHIBIT F</u>	–	ESTIMATED ANNUAL PRODUCTION
<u>EXHIBIT G</u>	–	INSURANCE REQUIREMENTS
<u>EXHIBIT H</u>	–	PREVAILING WAGE RATE TABLE

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**” or “**PPA**”) is entered into as of _____ 2026, (the “**Effective Date**”), by and between City of Quincy, a municipality with an address of 1305 Hancock St., Quincy, MA 02169 USA (“**Host**”), and Solec Energy Development LLC, 87 Hayden Rowe Street, Hopkinton, Massachusetts 01748 (“**Solec**” or “**Provider**”) a limited liability company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate with (G.L. c. 164, § 137);

WHEREAS, Provider and PowerOptions have entered into an agreement dated April 1, 2022, as amended, governing the terms and conditions of Provider’s participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation, and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the “**Lease**”) pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises and which said Lease shall be incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS attached hereto as Annex 1 or as defined in the body of this Agreement.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, “**Term**” shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twenty-fifth (25th) anniversary of the SMART Incentive Payment Effective Date occurs.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an “**Extension Term**”) upon mutual agreement between Provider and Host. Provider shall deliver a written request to extend to Host at least six months prior to the end of the Operations Period. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host’s payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed \$15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider’s receipt of such notice; provided, that if Provider commences the Operations Period within such twenty-one (21) day period, this Agreement shall not terminate.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-to-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a

Governmental Authority or Local Electric Utility. Provided, however that this clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed three hundred sixty (360) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the Construction Start Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(v) the Project does not qualify under the Applicable Solar Program;

(vi) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(vii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host to agree upon a plan and schedule for construction of the solar system. Upon at least ten (10) Business Days prior notice to Host (unless such requirement is waived by Host), Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height as set forth in Exhibits D and E, without Host's approval, not to be unreasonably withheld, conditioned or delayed. Provider shall provide Host with written notice of such proposed modifications to the Final System design drawings, and they shall be deemed approved by Host, unless Host objects to any such modifications within fifteen (15) Business Days following such notice.

(iii) Prior to commencement of construction, Provider shall deliver to Host the Payment Bond required under Section 4(m).

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(i) It is understood that Provider is relying on the Project qualifying for a federal investment tax credit equal to 30% of the qualifying investment made by Provider in respect of the Project. To attain the full value of the federal investment tax credit, the Project must be placed in service for tax purposes by the date specified by law (currently no later than December 31, 2029) (the "ITC Deadline"). Host agrees that if Host unreasonably delays or obstructs Provider's construction and completion of the Project and as a result, Provider is unable to place the Project in service by the ITC Deadline, then Host will reasonably agree to an amendment to the PPA Rate commensurate with the value of the federal investment tax credit forfeited by Provider and proportional to Host's contribution to the delay. Provider will promptly notify Host of the delay and the potential schedule impact if not promptly resolved in order to permit Host the opportunity to cure the same.

(ii) If the Project is not placed into service for tax purposes by the ITC Deadline, the Parties will calculate the proportion of the delay attributable to Host in good faith.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G. Provider shall comply with all applicable legal requirements regarding work on school facilities (including, without limitation, conducting a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any employee of the Provider and Installer or of a subcontractor of the Provider and Installer who will work at the Premises). Host shall keep any CORI or SORI search results confidential.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when the Installation Work is mechanically complete and when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site, the requirements of the Lease, and federal, state and local requirements, including but not limited to COVID-19 protocols applicable to Provider. In the event of an emergency or unplanned outage, Host shall arrange for Provider to have unimpeded (supervised, if Host so elects) access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances, in which case Provider and Host will agree upon a reasonable shut down duration. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility or Governmental Authority:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications no later than the commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Provider's Right to Conduct Tests. Provider shall have the right to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of such testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment

is found to be inaccurate, it shall be corrected, and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

(j) Operations Manual; As-Built Documentation; Training of Host Facilities Staff. Within ninety (90) days of the Commercial Operation Date, Provider shall deliver to Host a current operation, maintenance and parts manual for the Project, including one electronic copy of the final detailed as-built drawings, accurately depicting the System, the Project and the Premises, including all wiring, lines, conduits, piping and other structures and equipment, stamped by a Massachusetts registered professional engineer. In addition, in either case, Provider will train Host's representative(s) on emergency preparedness and response, it being acknowledged by Host that Host shall not operate the Project. In the event of an emergency where immediate action on the part of Host is reasonably necessary for the protection of persons or property ("safety reasons"), Host may, but is not obligated to, shut down or disconnect the Project and provide notice to Provider as soon as reasonably possible, and in any event within twenty-four (24) hours following such emergency, but otherwise Host shall not be permitted to interfere with the operation of the Project.

(k) Prevailing Wages. Provider shall pay, and require the Installer and all subcontractors to pay, for the Installation Work on the Project, wages that are not less than the wage rates for covered workers set forth in the wage rate table obtained by Host (with the classification categories provided by Provider) from the Massachusetts Department of Labor and Statistics attached hereto as Exhibit H ("Prevailing Wages"). If as of the Construction Start Date the wage rate table set forth on Exhibit H is no longer valid, the Parties hereby agree to work amend such Exhibit to replace with the then current wage rate table.

(l) Display of Production Monitoring Data. Provider shall provide Host with a link to a website that displays Solar Project production data, including data showing production by day, month, and year.

(m) Mechanics' Liens and Payment and Performance Bonds. Provider shall keep the Premises free and clear of any mechanic's liens of the Installer or any of its subcontractors in connection with the construction of the Project. As collateral to secure the obligation set forth in this Section 4(m), Provider agrees to deliver to Host, and maintain in full force and effect during the construction period for the benefit of Host, payment and performance bonds for labor performed or furnished and materials used or employed therein in the amount of one-hundred percent of the total contract price to be paid by Provider for such work (the "**Payment and Performance Bonds**").

(o) Pre-existing Structures. Provider disclaims all liability for pre-existing structures and any pre-existing defects in existing structures that were not reasonably apparent as of the Construction Start Date.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. Host shall have full rights and ability to register the utility meter on the Premises to participate in the Local Electric Utility Demand Response Curtailment Program; provided however, such right shall not include enrollment or registration in the ISO-NE Demand Response Program or any other program if it will have an adverse impact on the ability of the Project to participate in the Applicable Solar Program. Host shall confer with Provider prior to enrollment in any such program. Host shall be fully responsible for any obligation to curtail its operations or its Host building systems, which shall not include the curtailment of the receipt of electricity from the Project, to meet demand reduction obligations as set forth under such Demand Response Curtailment Program. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F for the applicable operations Year, Host shall be entitled to the relief set forth in this Section 5(b); *provided, however*, that for purposes of calculating whether the foregoing Estimated Annual Production threshold was satisfied, any production that Provider estimates would have been generated during such Operations Year, other than for any of the following reasons (and only to the extent such failure resulted therefrom), will be deducted from the applicable yearly Estimated Annual Production amount when calculating what percentage of such amount was delivered for such period: (i) failure, damage or downtime attributable to Host, (ii) equipment failure not caused by Provider or delayed repair of equipment due to the claims process with the equipment manufacturer, in each case which are beyond the reasonable control of Provider, as documented by Provider, (iii) a Force Majeure Event, (iv) variability due to weather, as documented by Provider based on data published by the National Oceanic and Atmospheric Administration or other data provider generally accepted in the industry, (v) acts or omissions of Host of any of its obligations hereunder or under the Lease, or (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c). Following the end of each Operations Year, Provider shall determine whether the applicable delivery guarantee above was satisfied. If it was not, Provider shall credit Host, in the next monthly invoice, an amount equal to the product of (A) the positive difference, if any, of the

Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (B) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production (as adjusted for the excused failures to produce set forth in clauses (i) through (v) above) for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production (as adjusted) for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; addressed as follows:

To Host: City of Quincy
 1305 Hancock St.
 Quincy, MA 02169
 Attention: Department of Public Building Electric Payments

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within forty-five (45) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall,

subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Host be responsible for any Interconnection Obligations. If system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs up to the Maximum PPA Rate set forth in Exhibit A, and if the Parties are unable to agree on adjustments in excess of such Maximum PPA Rate, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation issued by the Local Electric Utility resulting from such transmission), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host. Provider shall be responsible to make all applications required to qualify for such compensation and/or bill credits ("Host Credits") and pay all associated fees to qualify the Host for such Host Credits. Following such qualification, Host shall be solely responsible for its costs in connection with the Host Credits.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in

preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, or as a result of a transfer of title to the Project to Host as a result of the Host exercising an Early Purchase Option, during the Operations Period, and any extended Period, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider except as set forth in section 5(a) above.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project, provided such addition does not result in the requirement of a utility-controlled recloser or real-time automatic controller. Upon mutual agreement, this

Agreement and the Lease shall be amended to include any agreed upon Project alteration including any agreed upon additional compensation to the Host.

(j) Host Benefits. Host shall be entitled to the benefits of any Local Electric Utility demand reduction or demand response programs, cap tag savings, and other energy efficiency or demand management programs that do not have an adverse impact on the ability of the Project to participate in the Applicable Solar Program, that are derived from the Project.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project, and (ii) subject to Section 9 of this Agreement, all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7th), tenth (10th), and fifteenth (15th) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) business days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider. Host shall have the right to inspect the Project prior to providing notice of its exercise of the option to purchase pursuant to this Section 9(a). The sale to the Host hereunder shall include the transfer and assignment of any Environmental Attributes generated by the Project following the effective date of the transfer.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its

intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) business days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. The sale to the Host hereunder shall include the transfer and assignment of any Environmental Attributes generated by the Project following the effective date of the transfer.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects, and copies of warranties that may then be in existence. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project within 120 days (or such other longer period as reasonably agreed in writing between the parties) from expiration or early termination of this Agreement in accordance with Section 9 of the Lease or Easement. In the event the Provider fails to remove the Project from the Premises within the foregoing period, as consideration for the delay in removing the Project, the Provider shall, for the

duration of the delay, (i) not deenergize the system, (ii) deliver to Host all of the energy generated by the Project at no cost and (iii) maintain the Project in accordance with standard management practices. In the event the Provider has not removed the Project within 9 months, which time period may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties, and fails to maintain the Project, the Project shall become the property of the Host in accordance with Section 9 of the Lease.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of twenty five (25) calendar days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(h), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown, as soon as reasonably practicable upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce,

to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion which shall not be unreasonably withheld. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion which shall not be unreasonably withheld and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion which shall not be unreasonably withheld, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's

Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) *[Reserved]*

(c) Personal Property Taxes. Provider shall be responsible for ad valorem personal property taxes levied against the Project. The Parties hereto acknowledge that the power being produced and purchased by the Host hereunder is less than 125% of the annual electric needs of the Host's municipal property and so pursuant to Massachusetts General Laws Chapter 59, Section 5, Clause 45th, the Provider's personal property located on the Site should be exempt from personal property taxation. Provider will apply to the Assessor of the City of Quincy for exemption of the Project from personal property tax pursuant to said Clause 45th and will employ commercially reasonable efforts to secure such exemption. If the project produces more than one-hundred and twenty-five (125) percent of the of the annual electric needs of the Host's municipal property in a given year or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Quincy to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements set forth in Exhibit A hereto, the Parties shall negotiate an adjustment to the PPA Rate which said adjustment shall be subject to approval by PowerOptions prior to becoming effective hereunder.

Provider will prepare and the Parties shall execute an amendment to this Agreement, in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the year the PILOT payments begin, and as calculated in accordance with the Electricity Pricing Principles set forth in the program agreement entered into by Provider and PowerOptions, as defined in such agreement.

(d) Real Property Taxes. Pursuant to General Laws Chapter 59, Section 2B, Provider shall be responsible for all real property taxes related to the existence of the Project on the Leased Premises.

As set forth in that certain Lease, by and between the Parties dated on or about the date hereof, the Parties acknowledge and agree that the energy Purchase Prices set forth in Exhibit A assume real property tax liability associated with a de minimus amount of real property.

(e) Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either

Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(f) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within forty-five (45) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Provider shall maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. Host is a municipal corporation and subdivision of the Commonwealth of Massachusetts and is self-insured under the laws of the Commonwealth. Host shall maintain self insurance for the coverages and in the amounts set forth on Exhibit G and failure to do so shall be deemed an Event of Default under this Agreement.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Provider's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Provider's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Provider's insurer shall waive all rights of subrogation against the Host except in the case of the Host's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self insurance program.

(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and 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 cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Host and Provider may, at their sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles, as well as public websites, reports, and promotional materials. The images shall not include any identifying information without Host permission. Except as set forth below, only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement, and that if the Project is qualified and participating in the SMART Program, the utility is purchasing the RECs. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information; Massachusetts Public Records Law. The Parties acknowledge that Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 (“MA Public Records Law”) and G.L. c. 30A, §§ 18-25 (the “MA Open Meeting Law”). To the extent permitted by Applicable Law, including the exemptions included in the MA Public Records Law and requirements of the MA Open Meeting Law, and subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party except to comply with the foregoing laws, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing

thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, a validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider hereby indemnifies, defends and holds harmless Host and its directors, officers, employees, agents, volunteers, students and invitees (“Host’s Indemnified Parties”), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider’s or Provider’s Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider’s or Provider’s Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider’s employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider’s or Installer’s employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host’s side of the Point of Delivery except to the extent caused by incidents on Provider’s side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party (“**Provider’s Indemnified Parties**”), harmless from and against all Losses incurred by the Provider’s Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host’s Indemnified Parties; (ii) Host’s violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider’s

Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the “Notice of Claim”). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are

located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Provider is entering into this Agreement and the Lease and accepting the Premises “as is”. Host has provided to Provider all available records in Host’s possession (which are, to Host’s knowledge, accurate and complete) and regarding the physical and structural condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider’s efforts to procure such information as Provider may reasonably require and which Host may reasonably obtain regarding the condition of the Premises said cooperation shall not require Host to contribute anything financially to the Provider’s efforts. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then the parties shall each determine if the Project can proceed at the agreed upon rates or the parties may, in their sole discretion, determine if each of them want to proceed under a different rate structure. In the event the parties cannot agree on how to proceed or at which rate, then either party may terminate this Agreement upon thirty (30) days written notice to the other party. If practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the additional cost of design and construction changes and delays incurred as a result of the unknown

conditions, to the extent the same are materially different than the results of the initial due diligence undertaken by Provider. If this is the case, then the Provider may increase the PPA Rate, as authorized under the Power Options Program, so long as the adjustment does not cause the resulting PPA Rate to exceed the Maximum PPA Rate as defined in Exhibit A.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to the Premises and to Host's knowledge there are no mortgagees, lienholders or other third-party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether

or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within forty-five (45) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within forty-five (45) days after agreement and in the event, there is no dispute, then within forty-five (45) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed

adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. The Provider shall present to the Host, and Host agrees to the adjustment in the then applicable and future prices such that the new prices would compensate Provider or the Host for the total cost or benefit arising from the Change in Law and said adjustments will remain in effect for as long as the costs or benefits arising from the Change in Law continue to be incurred or received by the Provider; provided, however any such increase shall be no greater or less than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement. Notwithstanding the foregoing, the Provider acknowledges that the SMART program is only available for 20 years and the incentives may change at year 21 which said change shall NOT be considered a Change in Law hereunder.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following (“Provider Events of Default”) shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host’s reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of ninety (90) days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider’s rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host’s reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, in addition to any other remedy provided for herein, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity, any costs to remove the Project and restore the Premises to its original condition, excepting normal wear and tear and casualty, and pursue any and all other remedies available at law or equity.

(c) Obligations Following Termination. Provider shall have the obligation to remove the Project following termination in accordance with Section 9(f). In the event the Provider fails to remove the Project, then the Host shall take ownership of the facility in accordance with Section 9(f) and Section 9 of the Lease.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any undisputed payment due under the terms of this Agreement and fails to make such payment within (10) Business Days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon an uncured Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement and the Lease shall terminate immediately. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Obligations Following Termination. Upon a Host default, Provider shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event; and the Host shall take all commercially reasonable efforts to facilitate such mitigation efforts by the Provider. In addition, Provider shall have the obligation to remove the Project following termination in accordance with Section 9(f).

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, unless permitted under Section 25(e) (Assignment), (so long as said sale or assignment or transfer is to an entity which is as the substantially similar or better experience and financial resources as the Provider such consent shall be deemed to have been granted). Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity

financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time-to-time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. Any collateral assignment documents may only assign Provider's interest in the Project, and in no way effects the City's ownership or other interest in the Premises or Site. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement, provided that, subject to this Section 21, any such collateral assignment does not alter Host's rights under this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

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

(B) Opportunity to Cure Default. The Financing 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 Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host 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 Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default 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) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all 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 such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third-Party Beneficiary. Host agrees and acknowledges that Financing Party is a third-party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements, provided that, subject to this Section 21, any such collateral

assignment does not impair Host's rights under this Agreement, and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project. Provider shall reimburse Host's reasonable documented, out of pocket legal costs in connection with review of any such consent documents or opinions provided up to an amount not to exceed \$2,000 per transaction. Host shall not be required to undertake the obligations in the paragraph until the Provider has paid to the Host the foregoing amount. In the event the costs of the Host to comply herewith are less than said amount, the excess shall be returned to the Provider.

22. LIMITATIONS ON DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. THIS LIMITATION DOES NOT APPLY TO CLAIMS BY EITHER PARTY FOR INDEMNITY FROM THE OTHER PARTY RELATED TO THIRD PARTY CLAIMS AS PROVIDED UNDER SECTION 15(a) OR 15(b) OR BY APPLICABLE LAW. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, each party's total combined liability to the other party under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by either Party for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, and Venue. If despite the efforts, if any, to negotiate the resolution of a Dispute, the Parties do not resolve the Dispute within the negotiation period described above or a then agreed to extension thereof, then each Party irrevocably consents to the exclusive

jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Quincy
Attention: Office of the Mayor
City of Quincy
1305 Hancock St.
Quincy, MA 02169

And

City of Quincy
Office of the Solicitor
1305 Hancock Street
Quincy, MA 02169

With copy to Special City Solicitor:

Mead, Talerman & Costa LLC
Attention: Lisa Mead
30 Green Street
Newburyport, MA 01950

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts Public Safety Buildings, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or Installer or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises, or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): John Bodt

Title: President and Authorized Signatory

City of Quincy
Mayor/City Council or its Authorized Representative

By: _____

Name (printed): Thomas P. Koch

Title: Mayor

ANNEX 1

GLOSSARY OF TERMS

“Access Rights” means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Alternative On-Bill Credit” shall mean the monetary value of the excess electricity generated by a Project and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Avoided Energy Price” means the rate, expressed in \$/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as

an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is mechanically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

“Construction Start Date” means the earlier of (a) sixty (60) days after receipt of (i) executed interconnection agreement for the Project, (ii) all permits, and (iii) the completion of any repairs pursuant to Section 5(c)(i) of the Lease, and (b) the date that is 720 days following the Effective Date, which in each case shall be extended day-by-day for Force Majeure Events.

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW, not to exceed \$15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Effective Date” shall have the meaning assigned to such term in the recitals.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production” means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or declared public health emergency which includes a government mandated closure of businesses or otherwise has the effect of closing businesses, government mandated quarantine or travel ban, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or

subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government, including Host acting in its regulatory capacity, but not as Party to this Agreement.

“Guaranteed Commercial Operation Date” means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means the entity identified as Host in the recitals, and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lease” has the meaning provided in the Recitals hereof.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

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

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve-month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider, collectively.

“Payment and Performance Bonds” has the meaning set forth in Section 4(m).

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Prevailing Wages” has the meaning set forth in Section 4(k).

“Production Excess” has the meaning set forth in Section 7(b)(i).

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement. “Project” excludes any pre-existing structures as of the Construction Start Date and any facilities built or developed by persons or parties other than Solec or its contractors.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“SMART 3.0” means the third iteration of the Solar Massachusetts Renewable Target program under development by the Massachusetts Department of Energy Resources (“DOER”)

“SMART Incentive Payment Effective Date” means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

“Site” means the real property described on Exhibit C attached hereto.

“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 Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

SMART 3.0

The PPA Rate set forth in this Exhibit A is based upon the SMART incentive rate that will be available for the Project following implementation of SMART 3.0. In the event that the actual SMART incentive rate for the Project, as established upon receipt of the SMART Statement of Qualification from the Massachusetts Department of Energy Resources, differs from the incentive rate specified below, then the PPA Rate (and Maximum PPA Rate) will be ratably adjusted in accordance with the rules of the PowerOptions Solar and Storage Program.

	With G-3 SEMA NGRID Rate (at PSOQ)	With G-2 SEMA NGRID Rate
SMART 3.0 Incentive Amount (\$/kWh)	\$0.17458	\$0.16977
PPA Rate (\$/kWh)	\$0.22498	\$0.22962

Pricing Elements and Variations

The PPA \$/kWh rate set forth in this Exhibit A is dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and is in accordance with the rules of the PowerOptions Solar and Storage Program.

Assumptions around Pricing Elements:

- Pricing includes all equipment as specified in Exhibit E.
- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and costs for utility engineering studies, and exclude costs (if any) for utility system upgrades.
 - Prices include the nonrefundable utility Impact Study fee of \$19,100.00 paid by Provider to National Grid.
 - Prices include the \$6,341.70 interconnection cost in the final Interconnection Services Agreement.
- Prices exclude a non-refundable canopy steel design fee of \$15,000.00 paid by Provider to M Bar C Construction. Hanover Company pre-paid the same \$15,000.00 to Provider in March 2025.
- PPA Rate assumes Project is exempt from personal property tax/PILOT (Payment In Lieu of Taxes).

- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance, or remediation.
- The PPA Rate assumes that the Project shall receive a federal investment tax credit equal to 30% of the qualified investment.
- Pricing includes the provision of a Payment Bond for 100% of the project construction costs, and a Performance Bond for 100% of the project construction costs.
- Pricing excludes snow guards.
- Pricing excludes all canopy water management components, including but not limited to gaskets, gutters, and downspouts.
- Pricing is based on payment of Prevailing Wage rates.
- Pricing excludes the funding of any Decommissioning Assurance/Bonds.
- Pricing excludes all lighting, including under-canopy lighting. All lighting shall be installed and owned by Host.
- Electric handholes and conduits with pull tape will be furnished and installed by others.
- The Project will be connected behind-the-meter. The utility meter, main distribution panel, and utility transformer will be installed and owned by others.
- Steel pricing for steel purlins. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), <https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html> or such other steel index as is agreed with PowerOptions.
- The Maximum PPA Rate is provided herein only with respect to addressing unforeseen construction costs, as documented by Provider to PowerOptions and approved by PowerOptions and additional utility interconnection costs up to the allowance of \$300,000, and does not include an allowance for any other additional costs for the project.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar Program plus Storage program, with supporting information to document the calculation of the Final PPA Rate. Such Final PPA Rate will be provided to Host no later than 30 days prior to the Construction Start Date and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: \$0.23500 for the G-3 SEMA NGRID rate and associated PPA Rate in this Exhibit A, or \$0.23947 for the G-2 SEMA NGRID rate and associated PPA Rate in this Exhibit A unless the parties have reached agreement on a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the Mayor of Quincy is authorized, based upon the terms and conditions deemed by the Mayor to be in the best interest of the Host, to negotiate in good faith and accept a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal

to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host.

AVOIDED ENERGY PRICE

The following table sets forth the “Avoided Energy Price” for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

Guarantee Year	Avoided Energy Price per kWh
1	0.20970
2	0.21599
3	0.22247
4	0.22914
5	0.23602
6	0.24310
7	0.25039
8	0.25790
9	0.26564
10	0.27361
11	0.28182
12	0.29027
13	0.29898
14	0.30795
15	0.31719
16	0.32671
17	0.33651
18	0.34660
19	0.35700
20	0.36771
21	0.37874
22	0.39010
23	0.40181
24	0.41386
25	0.42628

EXHIBIT A-1

PILOT AMOUNTS

For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars (\$0.00).

EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

EARLY TERMINATION AMOUNTS (Subject to final PPA Prices in Exhibit A)

Year	Early Termination Amount	Early Purchase
1	\$3,848,595	N/A
2	\$3,553,617	N/A
3	\$3,254,791	N/A
4	\$3,153,066	N/A
5	\$2,845,830	N/A
6	\$2,534,006	N/A
7	\$2,217,316	\$1,996,276
8	\$2,096,653	N/A
9	\$1,970,522	N/A
10	\$1,838,596	\$1,597,060
11	\$1,700,527	N/A
12	\$1,590,083	N/A
13	\$1,490,452	N/A
14	\$1,392,613	N/A
15	\$1,290,257	\$1,010,250
16	\$1,183,113	N/A
17	\$1,070,895	N/A
18	\$953,297	N/A
19	\$823,581	N/A
20	\$687,438	\$362,834
21	\$630,571	N/A
22	\$571,176	N/A
23	\$509,106	N/A
24	\$444,204	N/A
25	\$455,164	N/A

EXHIBIT C

DESCRIPTION OF SITE

**Property Address: 119 Parkway (a/k/a 101 General McConville Way),
Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 119 Parkway (a/k/a 101 General McConville Way), Quincy, Massachusetts, described in (1) that certain Order of Taking by the City Council of the City of Quincy dated September 22, 1997, approved November 18, 1997 and recorded December 16, 1997 with the Norfolk County Registry of Deeds in Book 12151, Page 243, (2) that certain Order of Taking by the City Council of the City of Quincy dated June 20, 2023, approved November 14, 2023 and recorded November 20, 2023 with said Registry in Book 41521, Page 525, and (3) that certain Confirmatory Release Deed from Parkway Q Business Center, LLC to The City of Quincy dated April 11, 2024 and recorded April 16, 2024 with said Registry in Book 41725, Page 529; which vesting instruments of title are incorporated herein by reference as if fully set forth herein.

EXHIBIT D

DESCRIPTION OF PREMISES

The Premises shall mean the Site. The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease). The Project will be combined and connected to Host's existing main electric equipment, interconnected to the utility network behind the existing utility meter.

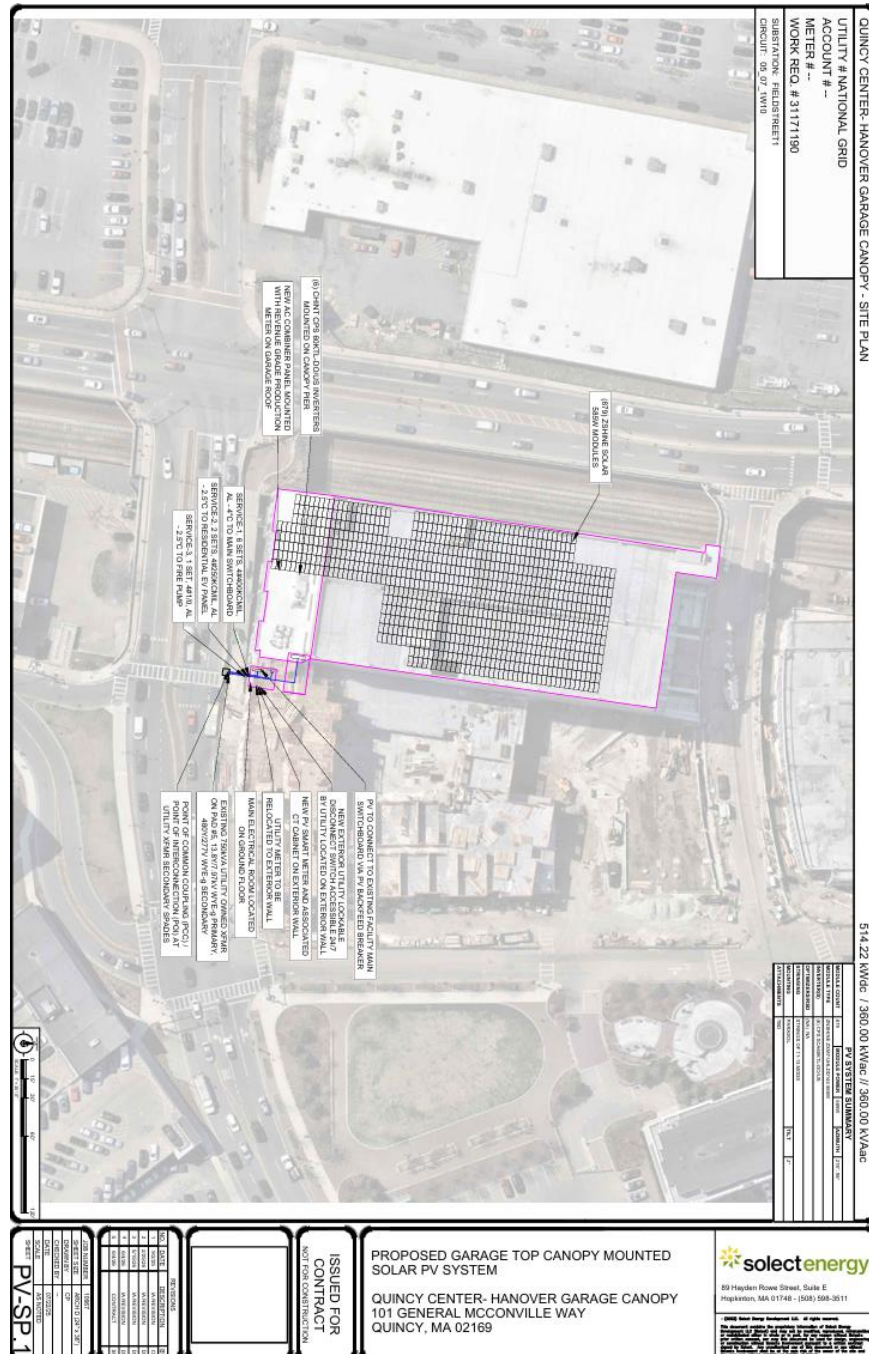


EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

Equipment list may change during the course of the Project.

- Qty 879 ZNShine 585-watt solar PV modules, or equivalent
- Qty 6 Chint 60 kW inverters, or equivalent
- Garage-top solar canopy structural steel framework and purlins designed by Provider's subcontractor, M Bar C Engineering
- Solar module racking
- Solar kWh meter
- Combiners, conduits, meters, disconnects, cell modem, and balance-of-system materials

Equipment list may change during the course of the Project.

This Description of Project will be updated as needed with as-built drawings and descriptions prior to the Commercial Operation Date.

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production and Guaranteed Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows. Any changes to the Estimated and Guaranteed Production determined by the As Builts shall be provided in connection with the As Builts.

Year	Estimated Annual Production	Guaranteed Annual Production
1	591,427	502,713
2	588,174	499,948
3	584,939	497,198
4	581,722	494,464
5	578,523	491,744
6	575,341	489,040
7	572,176	486,350
8	569,029	483,675
9	565,900	481,015
10	562,787	478,369
11	559,692	475,738
12	556,614	473,122
13	553,552	470,519
14	550,508	467,932
15	547,480	465,358
16	544,469	462,798
17	541,474	460,253
18	538,496	457,722
19	535,534	455,204
20	532,589	452,701
21	529,660	450,211
22	526,747	447,735
23	523,849	445,272
24	520,968	442,823
25	518,103	440,387

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Host is a self insured entity and shall continue to be self insured. Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions. In addition to the CGL, Provider will carry umbrella/excess liability coverage with limits of three million dollars (\$3,000,000).

(a) The Provider’s general liability insurance shall include broad form property damage liability, products/completed operations liability and broad form contractual liability.

(b) Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider’s insurance is primary, and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

Provider shall provide Host with a Certificate of Insurance that names Host as an additional insured on such Commercial General Liability coverage.

2. Workers’ Compensation

Provider will have Workers’ Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers’ Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host’s property coverage. The amount and terms of insurance coverage will be determined at Provider’s sole discretion.

4. Umbrella/Excess Liability

Provider shall carry Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers’ Liability with a minimum limit per occurrence of two million dollars (\$2,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of

insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Provider purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate. Host shall be named as an "Additional Insured".
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and one million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Provider or Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

EXHIBIT H

PREVAILING WAGE RATE TABLE

[To be attached upon execution]

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into as of _____, 2026 (the “**Effective Date**”) by and between City of Quincy, a municipality with an address of 1305 Hancock Street, Quincy, MA 02169 (“**Host**”), and Solect Energy Development LLC (“**Provider**”) a limited liability company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider’s participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the property described in Exhibit A (the “**Site**” or the “**Property**”) and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the “**Premises**”) available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the “**Project**”); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the “**PPA**”) describing the power sales arrangement between the Parties and which is attached hereto as Exhibit E and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **DEFINITIONS.** Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.
2. **TERM.**

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the **twenty-fifth (25th)** anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(b) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have appurtenant rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

3. LEASE RIGHTS.

(a) Lease Access Specifications; Appurtenant Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the “**Permitted Uses**”), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following “Appurtenant Rights” with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive appurtenant right for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The appurtenant rights to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host’s approval and shall be at locations that minimize any disruption to Host’s activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project. In the event the Provider causes any excavation or disturbance, the Provider shall restore the area to the condition prior to Provider’s excavation or disturbance, including restoration of vegetation or hot top. If the Local Electric Utility working on the Provider’s behalf causes any excavation or disturbance, the Local Electric Utility and if the Local Electric Utility (acting as an express agent of Provider) fails, the Provider, shall restore the area to the condition prior to the Local Electric Utility’s excavation or disturbance, including restoration of vegetation or hot top.

(iii) Solar Appurtenant Rights. Exclusive appurtenant rights to receive direct sunlight and solar energy without obstruction and without passage of sunlight through vegetation, structures or any other objects, pursuant to which Host shall not (a) construct new buildings or structures; (b) install rooftop equipment in a different location than where the rooftop equipment is currently located, but if rooftop equipment needs to be relocated it shall not interfere with the Project or Provider’s appurtenant rights hereunder; (c) plant new trees or vegetation of any type which now or hereafter, in Provider’s reasonable opinion, may become a hazard to the Project; or (d) overshadow or otherwise block or interfere with direct sunlight access to the Project at any hour of the day. The solar appurtenant rights granted herein include rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Appurtenant Rights. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service

infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

The only appurtenant rights are expressly contained herein this Paragraph 3 and no other appurtenant rights to the premises are granted. Any other appurtenant rights, express or implied, if any, are hereby excluded from this Lease and expressly reserved by the Host. All appurtenant rights shall terminate contemporaneously with this Lease.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and quietly have, hold, occupy and enjoy the Premises, use of the Appurtenant Rights and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host, subject to the regulations which govern use of the Premises by the Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination or expiration to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Appurtenant Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment (the "Temporary Storage Space") and for the parking

of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation. Said Temporary Storage Space and or parking of equipment shall be done ONLY in a designated area approved in advance by the Host. Provider shall restore the Temporary Storage Space to its original condition within 30 days of the Provider no longer using the Temporary Storage Space as provided herein.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the Norfolk County Registry of Deeds regarding its Lease Rights, Access Rights and Appurtenant Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently or through willfull misconduct released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical. At no time shall the Provider or its contractors, subcontractors or consultants bring onto the Property or leave on the Property any hazardous materials or oil as those terms are defined in G.L. c. 21E sec. 2, except as are needed to operate their equipment and vehicles or are otherwise utilized in the normal course of its operations in accordance with this Agreement or the PPA.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Notwithstanding anything to the contrary,

except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: N/A

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records which are in the possession of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

- (i) (i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing
- (ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: None.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions pursuant to Section 16(b)(i) of the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings and specifications relating to

such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan (“**Site Plan**”) and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed. The Site Plan shall be consistent with the site plan as approved by the Host Planning Board.

For rooftop projects only; Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, all building structural portions, and all portions of the Property subject to the Appurtenant Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (g) (collectively, the “**Maintenance**”) promptly after Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host’s Maintenance activities.

(h) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property. In the event Provider damages the Premises while maintaining the Project, Provider shall either (i) repair the damage to the Premises, or (ii) reimburse Host for the cost of Host or Host’s agents repairing the damage to the Premises.

(i) Provider shall, at Provider’s expense, comply with all laws and regulations applicable to Provider’s installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the Term, with all such permits and approvals.

(j) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided,

however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(k) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer, licensed and qualified where the Project is located, to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(l) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned so long as said modification is within the scope of the work on the approved Site Plan.

(m) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have found the same satisfactory, except that Provider shall not be liable for any defects in the pre-existing structures that were not reasonably apparent as of the Construction Start Date as defined in the PPA. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

(n) Provider shall be responsible for removal of snow from the Project as may be necessary in the Provider's discretion. For an abundance of clarity, Host is responsible for the removal of snow from the areas of the Property not occupied by the Project. If Host reasonably believes that snow accumulation on the roof presents a significant risk of damage to the roof of the building where the Premises are located, such as a high level of roof deflection, or a local municipal authority with jurisdiction orders snow removal from the Project due to imminent danger, Host shall notify Provider immediately and then Provider shall, at a maximum of three times per year, send a technical advisor within twenty-four (24) hours or as soon as it is safe, to shut the System down during snow removal and advise as to Host's (or Host's subcontractor's), removal of snow, including advising Host as to where Provider's equipment, including conduit line, is located. Both parties shall be responsible for their own costs associated with the removal of said snow.

6. RENT. In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. INTENTIONALLY OMITTED.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, 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 interests of the other in the Site, the Premises, and the Project, and in the Appurtenant Rights and Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non-Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a “**Mortgage**,” and the holder thereof from time to time the “**Holder**”) encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a “**Successor**”), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider’s Appurtenant Rights and Access Rights and the priority of Provider’s (and/or Financing Party’s rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host’s expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Norfolk County Registry of Deeds. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host’s exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider’s expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred twenty (120) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. In the event the Provider fails to remove the Project from the Premises within the foregoing period, as consideration for the delay in removing the Project, the Provider shall, for the duration of the delay, (i) not deenergize the system, and (ii) deliver to Host all of the energy generated by the Project at no cost. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider’s removal of the Project affect the integrity of Host’s roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). If the Project is located on a paved surface, the Provider shall remove the Project at grade and patch the paved surface where the Project was located. For purposes of Provider’s removal of the Project, Host’s covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project.

10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project. The Provider shall provide at least 30 days written notice to the Host of said proposed removal or any obstruction. Provider shall be responsible to dispose of any vegetation so removed.

(d) Adjoining Properties. Provider has reviewed the proposed Project and has determined that there are no structures or plantings on adjoining property which will interfere with the solar access for the Project. If in the future, Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of

the Project. Such easements shall run for the benefit of Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs. Host shall support the efforts of the Provider in the event an adjoining property owner seeks to construct a building which would have an adverse impact on the solar access to the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): John Bodt

Title: President and Authorized Signatory

HOST:

**City of Quincy
Mayor/City Council or its Authorized Representative**

By: _____

Name (printed): Thomas P. Koch

Title: Mayor

EXHIBIT A to Lease Agreement**DESCRIPTION OF PROPERTY**

**Property Address: 119 Parkingway (a/k/a 101 General McConville Way),
Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 119 Parkingway (a/k/a 101 General McConville Way), Quincy, Massachusetts, described in (1) that certain Order of Taking by the City Council of the City of Quincy dated September 22, 1997, approved November 18, 1997 and recorded December 16, 1997 with the Norfolk County Registry of Deeds in Book 12151, Page 243, (2) that certain Order of Taking by the City Council of the City of Quincy dated June 20, 2023, approved November 14, 2023 and recorded November 20, 2023 with said Registry in Book 41521, Page 525, and (3) that certain Confirmatory Release Deed from Parkingway Q Business Center, LLC to The City of Quincy dated April 11, 2024 and recorded April 16, 2024 with said Registry in Book 41725, Page 529; which vesting instruments of title are incorporated herein by reference as if fully set forth herein.

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host’s existing main electric equipment and rights to interconnect the Project to the utility network.

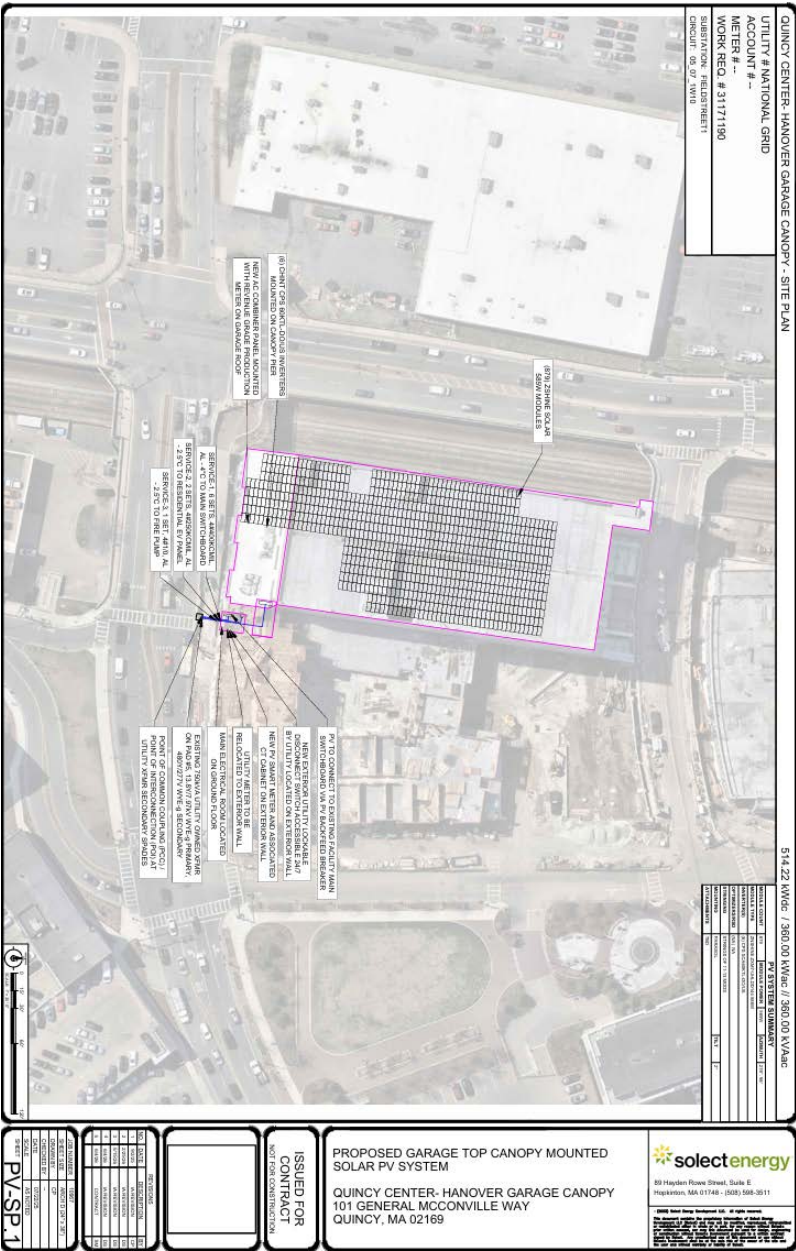


EXHIBIT C to Lease Agreement

FORM of NOTICE OF LEASE

[On following Page]

Record and return to:
 Solect Energy Development LLC
 87 Hayden Rowe Street
 Hopkinton, MA 01748
 Attn: Legal Notices

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the [insert name of lease agreement] (the “Lease”):

Host/Landlord:

Provider/Tenant: Solect Energy Development LLC
 87 Hayden Rowe Street
 Hopkinton, MA 01748
 (and its successors and/or assigns)

Property Description: The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the “Property”).

Description of Leased Premises: A portion of the Property as shown on the attached Exhibit B where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning for the Term of the Lease, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property (the “Premises”).

Date of Execution of the Lease: _____ (the “Effective Date”).

[insert address]

Term of Lease:

The Term of the Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 p.m. on the last day of the month in which the [twentieth (20th)] [twenty fifth (25th)] anniversary of the SMART Incentive Payment Effective Date (as defined in the Lease) occurs, unless Tenant exercises the option to extend the Term of the Lease, in which case the Term of the Lease shall include the Extension Term.

Options to Extend:

Tenant shall have the option to extend the Term of the Lease for [_____]-year Extension Term[s] upon mutual agreement of the Parties.

Decommissioning Period:

Subject to Section 9 of the Lease, Tenant shall remove the Project (as defined in the Lease) within one hundred eighty (180) days of the expiration or earlier termination of the Lease, whereupon the Lease shall expire and shall be of no further force or effect.

Easements:

Landlord's grant of easements in the Lease shall commence on the Effective Date and end upon the termination of the decommissioning period.

Ownership of the Project:

Subject to Section 9 of the Lease, Landlord shall have no right, title or interest in the Project or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous:

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the Lease and nothing contained herein shall serve to modify or amend the terms of the Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.
3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____, 202_.

LANDLORD:

[insert name of Landlord]

By: _____

Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as _____ for _____, as the voluntary act of _____.

Notary Public
My Commission Expires:

TENANT:

Solect Energy Development LLC
a Massachusetts limited liability company

By: _____
John Bodt, President, an Authorized
Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 202_, before me, the undersigned notary public, personally appeared John Bodt, President of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Solect Energy Development LLC, a Massachusetts limited liability company, as the voluntary act of the company.

Notary Public
My Commission Expires:

EXHIBIT A to NOTICE OF LEASE**PROPERTY DESCRIPTION**

**Property Address: 119 Parkingway (a/k/a 101 General McConville Way),
Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 119 Parkingway (a/k/a 101 General McConville Way), Quincy, Massachusetts, described in (1) that certain Order of Taking by the City Council of the City of Quincy dated September 22, 1997, approved November 18, 1997 and recorded December 16, 1997 with the Norfolk County Registry of Deeds in Book 12151, Page 243, (2) that certain Order of Taking by the City Council of the City of Quincy dated June 20, 2023, approved November 14, 2023 and recorded November 20, 2023 with said Registry in Book 41521, Page 525, and (3) that certain Confirmatory Release Deed from Parkingway Q Business Center, LLC to The City of Quincy dated April 11, 2024 and recorded April 16, 2024 with said Registry in Book 41725, Page 529; which vesting instruments of title are incorporated herein by reference as if fully set forth herein.

EXHIBIT B to NOTICE OF LEASE

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

[Site plan on following page]

EXHIBIT B (continued)

DESCRIPTION OF PREMISES

Site Plan for *[insert property address]*

[insert site plan]

EXHIBIT D to Lease Agreement

FORM OF NONDISTURBANCE AGREEMENT

[On following Page]

Record and return to:
 Solect Energy Development LLC
 87 Hayden Rowe Street
 Hopkinton, MA 01748
 Attn: Legal Notices

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of this ____ day of _____ 202_, by and among _____, a _____ duly organized in the Commonwealth of Massachusetts, with a place of business at _____, _____, MA ____ ("Lender"), _____, a Massachusetts _____ with a place of business at _____, _____, MA ____ ("Landlord"), and [Solect Energy Development LLC, a Massachusetts limited liability company] with a mailing address of 87 Hayden Rowe Street, Suite E, Hopkinton, Massachusetts 01748 ("Tenant").

WITNESSETH

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 202_, (the "Lease") covering the property located at _____, _____, MA ____ (the "Property"), notice of which is recorded with the _____ Registry of Deeds (the "Registry") in Book _____, Page _____, being the property more particularly described in Exhibit A attached hereto and incorporated herein, pursuant to which Tenant has installed or will install on the Property a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a Mortgage and Security Agreement dated _____, 202_ (the "Mortgage") and a Conditional Assignment of Leases and Rents of even date encumbering the Property, recorded with the Registry in Book _____, Page _____ and Book _____, Page _____, respectively; and

WHEREAS, Lender, Tenant and Landlord wish to set forth the respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Property are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Property as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Property or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Property even though the Solar Facility is installed on the Property; nor shall the Solar Facility be moved from the Property by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Property. Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Property and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Property, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Property shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Property, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said 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 Lender succeeding to the interest of Landlord in the Property.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Property by, or through, Lender foreclosure of the Mortgage.

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender: _____

 Attn: _____
 Email: _____

If to Tenant: Solect Energy Development LLC
 87 Hayden Rowe Street
 Hopkinton, MA 01748
 Attn: Legal Notices
 Email: legal@solect.com

If to Landlord: _____

 Attn: _____
 Email: _____

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

[This Page Ends Here – Signature Pages to SNDA Follow]

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC
a Massachusetts limited liability company

By: _____
John Bodt, President, an Authorized
Signatory

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ___ day of _____, 202_ before me, the undersigned notary public, personally appeared John Bodt, President of Solect Energy Development LLC and an Authorized Signatory, personally known to me to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose as President and an Authorized Signatory of Solect Energy Development LLC, a Massachusetts limited liability company, as the voluntary act of the company.

Notary Public
My Commission Expires:

LANDLORD:

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of _____, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as _____ for _____, as the voluntary act of _____.

Notary Public

My Commission Expires:

LENDER:

By: _____

Printed Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of _____, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as _____ for _____, as the voluntary act of _____.

Notary Public

My Commission Expires:

EXHIBIT A**PROPERTY DESCRIPTION****Property Address: 119 Parkingway, Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 119 Parkingway, Quincy, Massachusetts, described in (1) that certain Order of Taking by the City Council of the City of Quincy dated September 22, 1997, approved November 18, 1997 and recorded December 16, 1997 with the Norfolk County Registry of Deeds in Book 12151, Page 243, (2) that certain Order of Taking by the City Council of the City of Quincy dated June 20, 2023, approved November 14, 2023 and recorded November 20, 2023 with said Registry in Book 41521, Page 525, and (3) that certain Confirmatory Release Deed from Parkingway Q Business Center, LLC to The City of Quincy dated April 11, 2024 and recorded April 16, 2024 with said Registry in Book 41725, Page 529; which vesting instruments of title are incorporated herein by reference as if fully set forth herein.

Record and return to:
Solect Energy Development LLC
87 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, as amended, notice is hereby given of the following described lease:

Parties to the Lease Agreement (the “Lease”):

Host/Landlord: City of Quincy
1305 Hancock Street
Quincy, MA 02169

Provider/Tenant: Solect Energy Development LLC
87 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at 86 Parkway (a/k/a 25-55 General McConville Way), Quincy, MA 02169, described on the attached Exhibit A (the “Property”).

Description of Leased Premises: A portion of the Property as shown on the attached Exhibit B where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning for the Term of the Lease, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property (the “Premises”).

Date of Execution of the Lease: _____ (the “Effective Date”).

Term of Lease:

The Term of the Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 p.m. on the last day of the month in which the twenty-fifth (25th) anniversary of the SMART Incentive Payment Effective Date (as defined in the Lease) occurs, unless Tenant exercises the option to extend the Term of the Lease, in which case the Term of the Lease shall include the Extension Term.

Option to Extend:

Tenant shall have the option to extend the Term of the Lease for one (1) five (5)-year Extension Term upon mutual agreement of the Parties.

Decommissioning Period:

Subject to Section 9 of the Lease, Tenant shall remove the Project (as defined in the Lease) within one hundred eighty (120) days of the expiration or earlier termination of the Lease, whereupon the Lease shall expire and shall be of no further force or effect.

Access and Appurtenant Rights:

Landlord's grant of access and appurtenant rights in the Lease shall commence on the Effective Date and end upon the termination of the decommissioning period.

Ownership of the Project:

Subject to Section 9 of the Lease, Landlord shall have no right, title or interest in the Project or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous:

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the Lease and nothing contained herein shall serve to modify or amend the terms of the Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.
3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on _____, 2026.

LANDLORD:

City of Quincy, Massachusetts

By: Its Mayor or Authorized Representative

Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as _____ for the City of Quincy, MA as the voluntary act of the City of Quincy, MA.

Notary Public

My Commission Expires:

TENANT:

Solsect Energy Development LLC,
a Massachusetts limited liability company

By: _____
John Bodt
President & Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared John Bodt, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Solsect Energy Development LLC, a Massachusetts limited liability company, as the voluntary act of the company.

Notary Public
My Commission Expires:

EXHIBIT A

PROPERTY DESCRIPTION

**Property Address: 86 Parkingway (a/k/a 25-55 General McConville Way),
Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 86 Parkingway (a/k/a 25-55 General McConville Way), Quincy, Massachusetts, described in that certain Quitclaim Deed from Phoenix Development Group, LLC to Parkingway CM, LLC, dated January 25, 2018 and recorded January 26, 2018 with the Norfolk Registry of Deeds in Book 35763, Page 381, and in that certain Deed from the City of Quincy to Parkingway CM LLC, dated October 13, 2023 and recorded of even date with said Registry in Book 41458, Page 592; which Deeds are incorporated herein by reference as if fully set forth herein.

EXHIBIT B

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access and Appurtenant Rights set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

[Site plan on following page.]

POWER PURCHASE AGREEMENT

For

Quincy Parkig Garage Canopy
86 Parkingway
Quincy, MA 02169

Dated as of

between

City of Quincy
1305 Hancock St.
Quincy, MA 02169

And

Solect Energy Development LLC
87 Hayden Rowe Street
Hopkinton, Massachusetts 01748

CONTENTS

1.	<u>DEFINITIONS.</u>	4
2.	<u>TERM.</u>	5
3.	<u>ACCESS RIGHTS.</u>	6
4.	<u>PLANNING, INSTALLATION AND OPERATION OF PROJECT.</u>	6
5.	<u>SALE OF ELECTRIC ENERGY.</u>	12
6.	<u>PAYMENT AND BILLING.</u>	13
7.	<u>SUPPLEMENTAL POWER</u>	14
8.	<u>OWNERSHIP OF PROJECT; SERVICE CONTRACT.</u>	16
9.	<u>PURCHASE OPTIONS; REMOVAL AT END OF TERM.</u>	17
10.	<u>SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.</u>	18
11.	<u>TAXES.</u>	21
12.	<u>INSURANCE.</u>	22
13.	<u>COOPERATION.</u>	23
14.	<u>PRESS RELEASES AND CONFIDENTIALITY.</u>	23
15.	<u>INDEMNIFICATION.</u>	25
16.	<u>REPRESENTATIONS AND WARRANTIES.</u>	26
17.	<u>FORCE MAJEURE; CASUALTY.</u>	28
18.	<u>CHANGE IN LAW.</u>	30
19.	<u>PROVIDER DEFAULT AND HOST REMEDIES.</u>	30
20.	<u>HOST DEFAULT AND PROVIDER REMEDIES.</u>	32
21.	<u>COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.</u>	33
22.	<u>LIMITATIONS ON DAMAGES.</u>	36
23.	<u>DISPUTE RESOLUTION.</u>	36
24.	<u>NOTICES.</u>	37
25.	<u>MISCELLANEOUS.</u>	38
	<u>GLOSSARY OF TERMS</u>	40

EXHIBITS

<u>EXHIBIT A</u>	–	ENERGY PURCHASE PRICES
<u>EXHIBIT A-1</u>	–	PILOT AMOUNTS
<u>EXHIBIT B</u>	–	EARLY TERMINATION AND EARLY PURCHASE AMOUNTS
<u>EXHIBIT C</u>	–	DESCRIPTION OF SITE
<u>EXHIBIT D</u>	–	DESCRIPTION OF PREMISES
<u>EXHIBIT E</u>	–	DESCRIPTION OF PROJECT
<u>EXHIBIT F</u>	–	ESTIMATED ANNUAL PRODUCTION
<u>EXHIBIT G</u>	–	INSURANCE REQUIREMENTS
<u>EXHIBIT H</u>	–	PREVAILING WAGE RATE TABLE

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**” or “**PPA**”) is entered into as of _____ 2026, (the “**Effective Date**”), by and between City of Quincy, a municipality with an address of 1305 Hancock St., Quincy, MA 02169 USA (“**Host**”), and Solec Energy Development LLC, 87 Hayden Rowe Street, Hopkinton, Massachusetts 01748 (“**Solec**” or “**Provider**”) a limited liability company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate with (G.L. c. 164, § 137);

WHEREAS, Provider and PowerOptions have entered into an agreement dated April 1, 2022, as amended, governing the terms and conditions of Provider’s participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation, and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the “**Lease**”) pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises and which said Lease shall be incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS attached hereto as Annex 1 or as defined in the body of this Agreement.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, “**Term**” shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twenty-fifth (25th) anniversary of the SMART Incentive Payment Effective Date occurs.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an “**Extension Term**”) upon mutual agreement between Provider and Host. Provider shall deliver a written request to extend to Host at least six months prior to the end of the Operations Period. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host’s payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed \$15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider’s receipt of such notice; provided, that if Provider commences the Operations Period within such twenty-one (21) day period, this Agreement shall not terminate.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-to-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a

Governmental Authority or Local Electric Utility. Provided, however that this clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed three hundred sixty (360) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the Construction Start Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(v) the Project does not qualify under the Applicable Solar Program;

(vi) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(vii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host to agree upon a plan and schedule for construction of the solar system. Upon at least ten (10) Business Days prior notice to Host (unless such requirement is waived by Host), Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height as set forth in Exhibits D and E, without Host's approval, not to be unreasonably withheld, conditioned or delayed. Provider shall provide Host with written notice of such proposed modifications to the Final System design drawings, and they shall be deemed approved by Host, unless Host objects to any such modifications within fifteen (15) Business Days following such notice.

(iii) Prior to commencement of construction, Provider shall deliver to Host the Payment Bond required under Section 4(m).

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(i) It is understood that Provider is relying on the Project qualifying for a federal investment tax credit equal to 30% of the qualifying investment made by Provider in respect of the Project. To attain the full value of the federal investment tax credit, the Project must be placed in service for tax purposes by the date specified by law (currently no later than December 31, 2029) (the "ITC Deadline"). Host agrees that if Host unreasonably delays or obstructs Provider's construction and completion of the Project and as a result, Provider is unable to place the Project in service by the ITC Deadline, then Host will reasonably agree to an amendment to the PPA Rate commensurate with the value of the federal investment tax credit forfeited by Provider and proportional to Host's contribution to the delay. Provider will promptly notify Host of the delay and the potential schedule impact if not promptly resolved in order to permit Host the opportunity to cure the same.

(ii) If the Project is not placed into service for tax purposes by the ITC Deadline, the Parties will calculate the proportion of the delay attributable to Host in good faith.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G. Provider shall comply with all applicable legal requirements regarding work on school facilities (including, without limitation, conducting a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any employee of the Provider and Installer or of a subcontractor of the Provider and Installer who will work at the Premises). Host shall keep any CORI or SORI search results confidential.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when the Installation Work is mechanically complete and when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site, the requirements of the Lease, and federal, state and local requirements, including but not limited to COVID-19 protocols applicable to Provider. In the event of an emergency or unplanned outage, Host shall arrange for Provider to have unimpeded (supervised, if Host so elects) access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances, in which case Provider and Host will agree upon a reasonable shut down duration. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility or Governmental Authority:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications no later than the commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Provider's Right to Conduct Tests. Provider shall have the right to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of such testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment

is found to be inaccurate, it shall be corrected, and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

(j) Operations Manual; As-Built Documentation; Training of Host Facilities Staff. Within ninety (90) days of the Commercial Operation Date, Provider shall deliver to Host a current operation, maintenance and parts manual for the Project, including one electronic copy of the final detailed as-built drawings, accurately depicting the System, the Project and the Premises, including all wiring, lines, conduits, piping and other structures and equipment, stamped by a Massachusetts registered professional engineer. In addition, in either case, Provider will train Host's representative(s) on emergency preparedness and response, it being acknowledged by Host that Host shall not operate the Project. In the event of an emergency where immediate action on the part of Host is reasonably necessary for the protection of persons or property ("safety reasons"), Host may, but is not obligated to, shut down or disconnect the Project and provide notice to Provider as soon as reasonably possible, and in any event within twenty-four (24) hours following such emergency, but otherwise Host shall not be permitted to interfere with the operation of the Project.

(k) Prevailing Wages. Provider shall pay, and require the Installer and all subcontractors to pay, for the Installation Work on the Project, wages that are not less than the wage rates for covered workers set forth in the wage rate table obtained by Host (with the classification categories provided by Provider) from the Massachusetts Department of Labor and Statistics attached hereto as Exhibit H ("Prevailing Wages"). If as of the Construction Start Date the wage rate table set forth on Exhibit H is no longer valid, the Parties hereby agree to work amend such Exhibit to replace with the then current wage rate table.

(l) Display of Production Monitoring Data. Provider shall provide Host with a link to a website that displays Solar Project production data, including data showing production by day, month, and year.

(m) Mechanics' Liens and Payment and Performance Bonds. Provider shall keep the Premises free and clear of any mechanic's liens of the Installer or any of its subcontractors in connection with the construction of the Project. As collateral to secure the obligation set forth in this Section 4(m), Provider agrees to deliver to Host, and maintain in full force and effect during the construction period for the benefit of Host, payment and performance bonds for labor performed or furnished and materials used or employed therein, each in the amount of one-hundred percent of the total contract price to be paid by Provider for such work (the "**Payment and Performance Bonds**").

(o) Pre-existing Structures. Provider disclaims all liability for pre-existing structures and any pre-existing defects in existing structures that were not reasonably apparent as of the Construction Start Date.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. Host shall have full rights and ability to register the utility meter on the Premises to participate in the Local Electric Utility Demand Response Curtailment Program; provided however, such right shall not include enrollment or registration in the ISO-NE Demand Response Program or any other program if it will have an adverse impact on the ability of the Project to participate in the Applicable Solar Program. Host shall confer with Provider prior to enrollment in any such program. Host shall be fully responsible for any obligation to curtail its operations or its Host building systems, which shall not include the curtailment of the receipt of electricity from the Project, to meet demand reduction obligations as set forth under such Demand Response Curtailment Program. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F for the applicable operations Year, Host shall be entitled to the relief set forth in this Section 5(b); *provided, however*, that for purposes of calculating whether the foregoing Estimated Annual Production threshold was satisfied, any production that Provider estimates would have been generated during such Operations Year, other than for any of the following reasons (and only to the extent such failure resulted therefrom), will be deducted from the applicable yearly Estimated Annual Production amount when calculating what percentage of such amount was delivered for such period: (i) failure, damage or downtime attributable to Host, (ii) equipment failure not caused by Provider or delayed repair of equipment due to the claims process with the equipment manufacturer, in each case which are beyond the reasonable control of Provider, as documented by Provider, (iii) a Force Majeure Event, (iv) variability due to weather, as documented by Provider based on data published by the National Oceanic and Atmospheric Administration or other data provider generally accepted in the industry, (v) acts or omissions of Host of any of its obligations hereunder or under the Lease, or (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c). Following the end of each Operations Year, Provider shall determine whether the applicable delivery guarantee above was satisfied. If it was not, Provider shall credit Host, in the next monthly invoice, an amount equal to the product of (A) the positive difference, if any, of the

Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (B) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production (as adjusted for the excused failures to produce set forth in clauses (i) through (v) above) for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production (as adjusted) for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; addressed as follows:

To Host: City of Quincy
 1305 Hancock St.
 Quincy, MA 02169
 Attention: Department of Public Building Electric Payments

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within forty-five (45) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall,

subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Host be responsible for any Interconnection Obligations. If system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs up to the Maximum PPA Rate set forth in Exhibit A, and if the Parties are unable to agree on adjustments in excess of such Maximum PPA Rate, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation issued by the Local Electric Utility resulting from such transmission), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host. Provider shall be responsible to make all applications required to qualify for such compensation and/or bill credits ("Host Credits") and pay all associated fees to qualify the Host for such Host Credits. Following such qualification, Host shall be solely responsible for its costs in connection with the Host Credits.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in

preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, or as a result of a transfer of title to the Project to Host as a result of the Host exercising an Early Purchase Option, during the Operations Period, and any extended Period, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider except as set forth in section 5(a) above.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project, provided such addition does not result in the requirement of a utility-controlled recloser or real-time automatic controller. Upon mutual agreement, this

Agreement and the Lease shall be amended to include any agreed upon Project alteration including any agreed upon additional compensation to the Host.

(j) Host Benefits. Host shall be entitled to the benefits of any Local Electric Utility demand reduction or demand response programs, cap tag savings, and other energy efficiency or demand management programs that do not have an adverse impact on the ability of the Project to participate in the Applicable Solar Program, that are derived from the Project.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project, and (ii) subject to Section 9 of this Agreement, all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7th), tenth (10th), and fifteenth (15th) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) business days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider. Host shall have the right to inspect the Project prior to providing notice of its exercise of the option to purchase pursuant to this Section 9(a). The sale to the Host hereunder shall include the transfer and assignment of any Environmental Attributes generated by the Project following the effective date of the transfer.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its

intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) business days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. The sale to the Host hereunder shall include the transfer and assignment of any Environmental Attributes generated by the Project following the effective date of the transfer.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects, and copies of warranties that may then be in existence. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project within 120 days (or such other longer period as reasonably agreed in writing between the parties) from expiration or early termination of this Agreement in accordance with Section 9 of the Lease or Easement. In the event the Provider fails to remove the Project from the Premises within the foregoing period, as consideration for the delay in removing the Project, the Provider shall, for the

duration of the delay, (i) not deenergize the system, (ii) deliver to Host all of the energy generated by the Project at no cost and (iii) maintain the Project in accordance with standard management practices. In the event the Provider has not removed the Project within 9 months, which time period may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties, and fails to maintain the Project, the Project shall become the property of the Host in accordance with Section 9 of the Lease.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of twenty five (25) calendar days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(h), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown, as soon as reasonably practicable upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce,

to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion which shall not be unreasonably withheld. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion which shall not be unreasonably withheld and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion which shall not be unreasonably withheld, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's

Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) *[Reserved]*

(c) Personal Property Taxes. Provider shall be responsible for ad valorem personal property taxes levied against the Project. The Parties hereto acknowledge that the power being produced and purchased by the Host hereunder is less than 125% of the annual electric needs of the Host's municipal property and so pursuant to Massachusetts General Laws Chapter 59, Section 5, Clause 45th, the Provider's personal property located on the Site should be exempt from personal property taxation. Provider will apply to the Assessor of the City of Quincy for exemption of the Project from personal property tax pursuant to said Clause 45th and will employ commercially reasonable efforts to secure such exemption. If the project produces more than one-hundred and twenty-five (125) percent of the of the annual electric needs of the Host's municipal property in a given year or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Quincy to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements set forth in Exhibit A hereto, the Parties shall negotiate an adjustment to the PPA Rate which said adjustment shall be subject to approval by PowerOptions prior to becoming effective hereunder.

Provider will prepare and the Parties shall execute an amendment to this Agreement, in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the year the PILOT payments begin, and as calculated in accordance with the Electricity Pricing Principles set forth in the program agreement entered into by Provider and PowerOptions, as defined in such agreement.

(d) Real Property Taxes. Pursuant to General Laws Chapter 59, Section 2B, Provider shall be responsible for all real property taxes related to the existence of the Project on the Leased Premises.

As set forth in that certain Lease, by and between the Parties dated on or about the date hereof, the Parties acknowledge and agree that the energy Purchase Prices set forth in Exhibit A assume real property tax liability associated with a de minimus amount of real property.

(e) Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either

Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(f) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within forty-five (45) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Provider shall maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. Host is a municipal corporation and subdivision of the Commonwealth of Massachusetts and is self-insured under the laws of the Commonwealth. Host shall maintain self insurance for the coverages and in the amounts set forth on Exhibit G and failure to do so shall be deemed an Event of Default under this Agreement.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Provider's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Provider's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Provider's insurer shall waive all rights of subrogation against the Host except in the case of the Host's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self insurance program.

(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and 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 cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Host and Provider may, at their sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles, as well as public websites, reports, and promotional materials. The images shall not include any identifying information without Host permission. Except as set forth below, only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement, and that if the Project is qualified and participating in the SMART Program, the utility is purchasing the RECs. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information; Massachusetts Public Records Law. The Parties acknowledge that Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 (“MA Public Records Law”) and G.L. c. 30A, §§ 18-25 (the “MA Open Meeting Law”). To the extent permitted by Applicable Law, including the exemptions included in the MA Public Records Law and requirements of the MA Open Meeting Law, and subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party except to comply with the foregoing laws, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing

thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, a validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider hereby indemnifies, defends and holds harmless Host and its directors, officers, employees, agents, volunteers, students and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's

Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the “Notice of Claim”). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are

located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Provider is entering into this Agreement and the Lease and accepting the Premises “as is”. Host has provided to Provider all available records in Host’s possession (which are, to Host’s knowledge, accurate and complete) and regarding the physical and structural condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider’s efforts to procure such information as Provider may reasonably require and which Host may reasonably obtain regarding the condition of the Premises said cooperation shall not require Host to contribute anything financially to the Provider’s efforts. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then the parties shall each determine if the Project can proceed at the agreed upon rates or the parties may, in their sole discretion, determine if each of them want to proceed under a different rate structure. In the event the parties cannot agree on how to proceed or at which rate, then either party may terminate this Agreement upon thirty (30) days written notice to the other party. If practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the additional cost of design and construction changes and delays incurred as a result of the unknown

conditions, to the extent the same are materially different than the results of the initial due diligence undertaken by Provider. If this is the case, then the Provider may increase the PPA Rate, as authorized under the Power Options Program, so long as the adjustment does not cause the resulting PPA Rate to exceed the Maximum PPA Rate as defined in Exhibit A.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to the Premises and to Host's knowledge there are no mortgagees, lienholders or other third-party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether

or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within forty-five (45) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within forty-five (45) days after agreement and in the event, there is no dispute, then within forty-five (45) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed

adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. The Provider shall present to the Host, and Host agrees to the adjustment in the then applicable and future prices such that the new prices would compensate Provider or the Host for the total cost or benefit arising from the Change in Law and said adjustments will remain in effect for as long as the costs or benefits arising from the Change in Law continue to be incurred or received by the Provider; provided, however any such increase shall be no greater or less than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement. Notwithstanding the foregoing, the Provider acknowledges that the SMART program is only available for 20 years and the incentives may change at year 21 which said change shall NOT be considered a Change in Law hereunder.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of ninety (90) days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, in addition to any other remedy provided for herein, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity, any costs to remove the Project and restore the Premises to its original condition, excepting normal wear and tear and casualty, and pursue any and all other remedies available at law or equity.

(c) Obligations Following Termination. Provider shall have the obligation to remove the Project following termination in accordance with Section 9(f). In the event the Provider fails to remove the Project, then the Host shall take ownership of the facility in accordance with Section 9(f) and Section 9 of the Lease.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any undisputed payment due under the terms of this Agreement and fails to make such payment within (10) Business Days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon an uncured Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement and the Lease shall terminate immediately. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Obligations Following Termination. Upon a Host default, Provider shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event; and the Host shall take all commercially reasonable efforts to facilitate such mitigation efforts by the Provider. In addition, Provider shall have the obligation to remove the Project following termination in accordance with Section 9(f).

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, unless permitted under Section 25(e) (Assignment), (so long as said sale or assignment or transfer is to an entity which is as the substantially similar or better experience and financial resources as the Provider such consent shall be deemed to have been granted). Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity

financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time-to-time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. Any collateral assignment documents may only assign Provider's interest in the Project, and in no way effects the City's ownership or other interest in the Premises or Site. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement, provided that, subject to this Section 21, any such collateral assignment does not alter Host's rights under this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

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

(B) Opportunity to Cure Default. The Financing 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 Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host 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 Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default 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) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all 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 such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third-Party Beneficiary. Host agrees and acknowledges that Financing Party is a third-party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements, provided that, subject to this Section 21, any such collateral

assignment does not impair Host's rights under this Agreement, and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project. Provider shall reimburse Host's reasonable documented, out of pocket legal costs in connection with review of any such consent documents or opinions provided up to an amount not to exceed \$2,000 per transaction. Host shall not be required to undertake the obligations in the paragraph until the Provider has paid to the Host the foregoing amount. In the event the costs of the Host to comply herewith are less than said amount, the excess shall be returned to the Provider.

22. LIMITATIONS ON DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. THIS LIMITATION DOES NOT APPLY TO CLAIMS BY EITHER PARTY FOR INDEMNITY FROM THE OTHER PARTY RELATED TO THIRD PARTY CLAIMS AS PROVIDED UNDER SECTION 15(a) OR 15(b) OR BY APPLICABLE LAW. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, each party's total combined liability to the other party under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by either Party for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, and Venue. If despite the efforts, if any, to negotiate the resolution of a Dispute, the Parties do not resolve the Dispute within the negotiation period described above or a then agreed to extension thereof, then each Party irrevocably consents to the exclusive

jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Quincy
Attention: Office of the Mayor
City of Quincy
1305 Hancock St.
Quincy, MA 02169

And

City of Quincy
Office of the Solicitor
1305 Hancock Street
Quincy, MA 02169

With copy to Special City Solicitor:
Mead, Talerman & Costa LLC
Attention: Lisa Mead
30 Green Street
Newburyport, MA 01950

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts Public Safety Buildings, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or Installer or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises, or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Sollect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): John Bodt

Title: President and Authorized Signatory

City of Quincy
Mayor/City Council or its Authorized Representative

By: _____

Name (printed): Thomas P. Koch

Title: Mayor

ANNEX 1

GLOSSARY OF TERMS

“Access Rights” means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Alternative On-Bill Credit” shall mean the monetary value of the excess electricity generated by a Project and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Avoided Energy Price” means the rate, expressed in \$/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as

an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is mechanically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

“Construction Start Date” means the earlier of (a) sixty (60) days after receipt of (i) executed interconnection agreement for the Project, (ii) all permits, and (iii) the completion of any repairs pursuant to Section 5(c)(i) of the Lease, and (b) the date that is 720 days following the Effective Date, which in each case shall be extended day-by-day for Force Majeure Events.

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW, not to exceed \$15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Effective Date” shall have the meaning assigned to such term in the recitals.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production” means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or declared public health emergency which includes a government mandated closure of businesses or otherwise has the effect of closing businesses, government mandated quarantine or travel ban, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or

subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government, including Host acting in its regulatory capacity, but not as Party to this Agreement.

“Guaranteed Commercial Operation Date” means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means the entity identified as Host in the recitals, and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solec Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lease” has the meaning provided in the Recitals hereof.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

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

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve-month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider, collectively.

“Payment and Performance Bonds” has the meaning set forth in Section 4(m).

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Prevailing Wages” has the meaning set forth in Section 4(k).

“Production Excess” has the meaning set forth in Section 7(b)(i).

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement. “Project” excludes any pre-existing structures as of the Construction Start Date and any facilities built or developed by persons or parties other than Select or its contractors.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“SMART 3.0” means the third iteration of the Solar Massachusetts Renewable Target program under development by the Massachusetts Department of Energy Resources (“DOER”)

“SMART Incentive Payment Effective Date” means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

“Site” means the real property described on Exhibit C attached hereto.

“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 Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

SMART 3.0

The PPA Rate set forth in this Exhibit A is based upon the SMART incentive rate that will be available for the Project following implementation of SMART 3.0. In the event that the actual SMART incentive rate for the Project, as established upon receipt of the SMART Statement of Qualification from the Massachusetts Department of Energy Resources, differs from the incentive rate specified below, then the PPA Rate (and Maximum PPA Rate) will be ratably adjusted in accordance with the rules of the PowerOptions Solar and Storage Program.

	With G-3 SEMA NGRID Rate (at PSOQ)	With G-2 SEMA NGRID Rate
SMART 3.0 Incentive Amount (\$/kWh)	\$0.17458	\$0.16977
PPA Rate (\$/kWh)	\$0.16628	\$0.17085

Pricing Elements and Variations

The PPA \$/kWh rate set forth in this Exhibit A is dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and is in accordance with the rules of the PowerOptions Solar and Storage Program.

Assumptions around Pricing Elements:

- Pricing includes all equipment as specified in Exhibit E.
- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and costs for utility engineering studies, and exclude costs (if any) for utility system upgrades.
 - Prices include the nonrefundable utility Impact Study fee of \$19,100.00 paid by Provider to National Grid.
 - Prices include the \$4,243 interconnection cost in the final Interconnection Services Agreement.
- PPA Rate assumes Project is exempt from personal property tax/PILOT (Payment In Lieu of Taxes).
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance, or remediation.
- The PPA Rate assumes that the Project shall receive a federal investment tax credit equal to 30% of the qualified investment.

- Pricing includes the provision of a Payment Bond for 100% of the project construction costs, and a Performance Bond for 100% of the project construction costs.
- Pricing excludes snow guards.
- Pricing excludes all canopy water management components, including but not limited to gaskets, gutters, and downspouts.
- Pricing is based on payment of Prevailing Wage rates.
- Pricing excludes the funding of any Decommissioning Assurance/Bonds.
- Pricing excludes all lighting, including under-canopy lighting. All lighting shall be installed and owned by Host.
- Electric handholes and conduits with pull tape will be furnished and installed by others.
- The Project will be connected behind-the-meter. The utility meter, main distribution panel, and utility transformer will be installed and owned by others.
- Steel pricing for steel purlins. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), <https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html> or such other steel index as is agreed with PowerOptions.
- The Maximum PPA Rate is provided herein only with respect to addressing unforeseen construction costs, as documented by Provider to PowerOptions and approved by PowerOptions, and does not include an allowance for any other additional costs for the project.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar Program plus Storage program, with supporting information to document the calculation of the Final PPA Rate. Such Final PPA Rate will be provided to Host no later than 30 days prior to the Construction Start Date and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: \$0.18000 for the G-3 SEMA NGRID rate and associated PPA Rate in this Exhibit A, or \$0.18455 for the G-2 SEMA NGRID rate and associated PPA Rate in this Exhibit A, unless the parties have reached agreement on a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the Mayor of Quincy is authorized, based upon the terms and conditions deemed by the Mayor to be in the best interest of the Host, to negotiate in good faith and accept a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host.

AVOIDED ENERGY PRICE

The following table sets forth the “Avoided Energy Price” for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

Guarantee Year	Avoided Energy Price per kWh
1	0.21000
2	0.21630
3	0.22279
4	0.22947
5	0.23636
6	0.24345
7	0.25075
8	0.25827
9	0.26602
10	0.27400
11	0.28222
12	0.29069
13	0.29941
14	0.30839
15	0.31764
16	0.32717
17	0.33699
18	0.34710
19	0.35751
20	0.36824
21	0.37928
22	0.39066
23	0.40238
24	0.41445
25	0.42689

EXHIBIT A-1

PILOT AMOUNTS

For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars (\$0.00).

EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

EARLY TERMINATION AMOUNTS (Subject to final PPA Prices in Exhibit A)

Year	Early Termination Amount	Early Purchase
1	\$3,187,399	N/A
2	\$2,943,044	N/A
3	\$2,695,487	N/A
4	\$2,610,149	N/A
5	\$2,355,599	N/A
6	\$2,097,236	N/A
7	\$1,834,831	\$1,621,084
8	\$1,733,753	N/A
9	\$1,628,135	N/A
10	\$1,517,705	\$1,284,137
11	\$1,402,175	N/A
12	\$1,313,519	N/A
13	\$1,229,978	N/A
14	\$1,147,548	N/A
15	\$1,061,337	\$790,568
16	\$971,118	N/A
17	\$876,653	N/A
18	\$777,688	N/A
19	\$668,994	N/A
20	\$554,950	\$241,055
21	\$519,709	N/A
22	\$483,064	N/A
23	\$444,936	N/A
24	\$405,241	N/A
25	\$415,840	N/A

EXHIBIT C

DESCRIPTION OF SITE

**Property Address: 86 Parkingway (a/k/a 25-55 General McConville Way),
Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 86 Parkingway (a/k/a 25-55 General McConville Way), Quincy, Massachusetts, described in that certain Quitclaim Deed from Phoenix Development Group, LLC to Parkingway CM, LLC, dated January 25, 2018 and recorded January 26, 2018 with the Norfolk Registry of Deeds in Book 35763, Page 381, and in that certain Deed from the City of Quincy to Parkingway CM LLC, dated October 13, 2023 and recorded of even date with said Registry in Book 41458, Page 592; which Deeds are incorporated herein by reference as if fully set forth herein.

DESCRIPTION OF PREMISES

[illegible]

EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

Equipment list may change during the course of the Project.

- Qty 850 ZNShine 585-watt solar PV modules, or equivalent
- Qty 6 Chint 60 kW inverters, or equivalent
- Garage-top solar canopy structural steel framework and purlins designed by Provider's subcontractor, M Bar C Engineering
- Solar module racking
- Solar kWh meter
- Combiners, conduits, meters, disconnects, cell modem, and balance-of-system materials

Equipment list may change during the course of the Project.

This Description of Project will be updated as needed with as-built drawings and descriptions prior to the Commercial Operation Date.

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production and Guaranteed Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows. Any changes to the Estimated and Guaranteed Production determined by the As Builts shall be provided in connection with the As Builts.

Year	Estimated Annual Production	Guaranteed Annual Production
1	580,331	493,281
2	577,139	490,568
3	573,965	487,870
4	570,808	485,187
5	567,669	482,518
6	564,547	479,865
7	561,442	477,225
8	558,354	474,601
9	555,283	471,990
10	552,229	469,394
11	549,191	466,813
12	546,171	464,245
13	543,167	461,692
14	540,179	459,153
15	537,208	456,627
16	534,254	454,116
17	531,315	451,618
18	528,393	449,134
19	525,487	446,664
20	522,597	444,207
21	519,723	441,764
22	516,864	439,334
23	514,021	436,918
24	511,194	434,515
25	508,383	432,125

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Host is a self insured entity and shall continue to be self insured. Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions. In addition to the CGL, Provider will carry umbrella/excess liability coverage with limits of three million dollars (\$3,000,000).

(a) The Provider’s general liability insurance shall include broad form property damage liability, products/completed operations liability and broad form contractual liability.

(b) Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider’s insurance is primary, and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

Provider shall provide Host with a Certificate of Insurance that names Host as an additional insured on such Commercial General Liability coverage.

2. Workers’ Compensation

Provider will have Workers’ Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers’ Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host’s property coverage. The amount and terms of insurance coverage will be determined at Provider’s sole discretion.

4. Umbrella/Excess Liability

Provider shall carry Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers’ Liability with a minimum limit per occurrence of two million dollars (\$2,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of

insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Provider purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate. Host shall be named as an "Additional Insured".
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and one million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Provider or Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

EXHIBIT H

PREVAILING WAGE RATE TABLE

[To be attached upon execution]

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into as of _____, 2026 (the “**Effective Date**”) by and between City of Quincy, a municipality with an address of 1305 Hancock Street, Quincy, MA 02169 (“**Host**”), and Solect Energy Development LLC (“**Provider**”) a limited liability company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider’s participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the property described in Exhibit A (the “**Site**” or the “**Property**”) and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the “**Premises**”) available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the “**Project**”); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the “**PPA**”) describing the power sales arrangement between the Parties and which is attached hereto as Exhibit E and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **DEFINITIONS.** Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.
2. **TERM.**

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the **twenty-fifth (25th)** anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(b) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have appurtenant rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

3. LEASE RIGHTS.

(a) Lease Access Specifications; Appurtenant Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the “**Permitted Uses**”), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following “Appurtenant Rights” with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive appurtenant right for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The appurtenant rights to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host’s approval and shall be at locations that minimize any disruption to Host’s activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project. In the event the Provider causes any excavation or disturbance, the Provider shall restore the area to the condition prior to Provider’s excavation or disturbance, including restoration of vegetation or hot top. If the Local Electric Utility working on the Provider’s behalf causes any excavation or disturbance, the Local Electric Utility and if the Local Electric Utility (acting as an express agent of Provider) fails, the Provider, shall restore the area to the condition prior to the Local Electric Utility’s excavation or disturbance, including restoration of vegetation or hot top.

(iii) Solar Appurtenant Rights. Exclusive appurtenant rights to receive direct sunlight and solar energy without obstruction and without passage of sunlight through vegetation, structures or any other objects, pursuant to which Host shall not (a) construct new buildings or structures; (b) install rooftop equipment in a different location than where the rooftop equipment is currently located, but if rooftop equipment needs to be relocated it shall not interfere with the Project or Provider’s appurtenant rights hereunder; (c) plant new trees or vegetation of any type which now or hereafter, in Provider’s reasonable opinion, may become a hazard to the Project; or (d) overshadow or otherwise block or interfere with direct sunlight access to the Project at any hour of the day. The solar appurtenant rights granted herein include rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Appurtenant Rights. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service

infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

The only appurtenant rights are expressly contained herein this Paragraph 3 and no other appurtenant rights to the premises are granted. Any other appurtenant rights, express or implied, if any, are hereby excluded from this Lease and expressly reserved by the Host. All appurtenant rights shall terminate contemporaneously with this Lease.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and quietly have, hold, occupy and enjoy the Premises, use of the Appurtenant Rights and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host, subject to the regulations which govern use of the Premises by the Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination or expiration to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Appurtenant Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment (the "Temporary Storage Space") and for the parking

of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation. Said Temporary Storage Space and or parking of equipment shall be done ONLY in a designated area approved in advance by the Host. Provider shall restore the Temporary Storage Space to its original condition within 30 days of the Provider no longer using the Temporary Storage Space as provided herein.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the Norfolk County Registry of Deeds regarding its Lease Rights, Access Rights and Appurtenant Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently or through willfull misconduct released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical. At no time shall the Provider or its contractors, subcontractors or consultants bring onto the Property or leave on the Property any hazardous materials or oil as those terms are defined in G.L. c. 21E sec. 2, except as are needed to operate their equipment and vehicles or are otherwise utilized in the normal course of its operations in accordance with this Agreement or the PPA.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Notwithstanding anything to the contrary,

except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: N/A

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records which are in the possession of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

- (i) (i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing
- (ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: None.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions pursuant to Section 16(b)(i) of the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings and specifications relating to

such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan (“**Site Plan**”) and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed. The Site Plan shall be consistent with the site plan as approved by the Host Planning Board.

For rooftop projects only; Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, all building structural portions, and all portions of the Property subject to the Appurtenant Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (g) (collectively, the “**Maintenance**”) promptly after Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host’s Maintenance activities.

(h) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property. In the event Provider damages the Premises while maintaining the Project, Provider shall either (i) repair the damage to the Premises, or (ii) reimburse Host for the cost of Host or Host’s agents repairing the damage to the Premises.

(i) Provider shall, at Provider’s expense, comply with all laws and regulations applicable to Provider’s installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the Term, with all such permits and approvals.

(j) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided,

however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(k) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer, licensed and qualified where the Project is located, to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(l) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned so long as said modification is within the scope of the work on the approved Site Plan.

(m) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have found the same satisfactory, except that Provider shall not be liable for any defects in the pre-existing structures that were not reasonably apparent as of the Construction Start Date as defined in the PPA. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

(n) Provider shall be responsible for removal of snow from the Project as may be necessary in the Provider's discretion. For an abundance of clarity, Host is responsible for the removal of snow from the areas of the Property not occupied by the Project. If Host reasonably believes that snow accumulation on the roof presents a significant risk of damage to the roof of the building where the Premises are located, such as a high level of roof deflection, or a local municipal authority with jurisdiction orders snow removal from the Project due to imminent danger, Host shall notify Provider immediately and then Provider shall, at a maximum of three times per year, send a technical advisor within twenty-four (24) hours or as soon as it is safe, to shut the System down during snow removal and advise as to Host's (or Host's subcontractor's), removal of snow, including advising Host as to where Provider's equipment, including conduit line, is located. Both parties shall be responsible for their own costs associated with the removal of said snow.

6. RENT. In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. INTENTIONALLY OMITTED.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, 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 interests of the other in the Site, the Premises, and the Project, and in the Appurtenant Rights and Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non-Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a “**Mortgage**,” and the holder thereof from time to time the “**Holder**”) encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a “**Successor**”), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider’s Appurtenant Rights and Access Rights and the priority of Provider’s (and/or Financing Party’s rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host’s expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Norfolk County Registry of Deeds. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host’s exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider’s expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred twenty (120) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. In the event the Provider fails to remove the Project from the Premises within the foregoing period, as consideration for the delay in removing the Project, the Provider shall, for the duration of the delay, (i) not deenergize the system, and (ii) deliver to Host all of the energy generated by the Project at no cost. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider’s removal of the Project affect the integrity of Host’s roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). If the Project is located on a paved surface, the Provider shall remove the Project at grade and patch the paved surface where the Project was located. For purposes of Provider’s removal of the Project, Host’s covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project.

10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project. The Provider shall provide at least 30 days written notice to the Host of said proposed removal or any obstruction. Provider shall be responsible to dispose of any vegetation so removed.

(d) Adjoining Properties. Provider has reviewed the proposed Project and has determined that there are no structures or plantings on adjoining property which will interfere with the solar access for the Project. If in the future, Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of

the Project. Such easements shall run for the benefit of Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs. Host shall support the efforts of the Provider in the event an adjoining property owner seeks to construct a building which would have an adverse impact on the solar access to the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): John Bodt

Title: President and Authorized Signatory

HOST:

**City of Quincy
Mayor/City Council or its Authorized Representative**

By: _____

Name (printed): Thomas P. Koch

Title: Mayor

EXHIBIT A to Lease Agreement

**Property Address: 86 Parkingway (a/k/a 25-55 General McConville Way),
Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 86 Parkingway (a/k/a 25-55 General McConville Way), Quincy, Massachusetts, described in that certain Quitclaim Deed from Phoenix Development Group, LLC to Parkingway CM, LLC, dated January 25, 2018 and recorded January 26, 2018 with the Norfolk Registry of Deeds in Book 35763, Page 381, and in that certain Deed from the City of Quincy to Parkingway CM LLC, dated October 13, 2023 and recorded of even date with said Registry in Book 41458, Page 592; which Deeds are incorporated herein by reference as if fully set forth herein.



EXHIBIT C to Lease Agreement

FORM of NOTICE OF LEASE

[On following Page]

Record and return to:
Solect Energy Development LLC
87 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the [insert name of lease agreement] (the “Lease”):

Host/Landlord:

Provider/Tenant: Solect Energy Development LLC
87 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the “Property”).

Description of Leased Premises: A portion of the Property as shown on the attached Exhibit B where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning for the Term of the Lease, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property (the “Premises”).

Date of Execution of the Lease: _____ (the “Effective Date”).

[insert address]

Term of Lease:

The Term of the Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 p.m. on the last day of the month in which the [twentieth (20th)] [twenty fifth (25th)] anniversary of the SMART Incentive Payment Effective Date (as defined in the Lease) occurs, unless Tenant exercises the option to extend the Term of the Lease, in which case the Term of the Lease shall include the Extension Term.

Options to Extend:

Tenant shall have the option to extend the Term of the Lease for [_____]-year Extension Term[s] upon mutual agreement of the Parties.

Decommissioning Period:

Subject to Section 9 of the Lease, Tenant shall remove the Project (as defined in the Lease) within one hundred eighty (180) days of the expiration or earlier termination of the Lease, whereupon the Lease shall expire and shall be of no further force or effect.

Easements:

Landlord's grant of easements in the Lease shall commence on the Effective Date and end upon the termination of the decommissioning period.

Ownership of the Project:

Subject to Section 9 of the Lease, Landlord shall have no right, title or interest in the Project or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous:

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the Lease and nothing contained herein shall serve to modify or amend the terms of the Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.
3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____, 202_.

LANDLORD:

[insert name of Landlord]

By: _____

Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as _____ for _____, as the voluntary act of _____.

Notary Public
My Commission Expires:

TENANT:

Solsect Energy Development LLC
a Massachusetts limited liability company

By: _____
John Bodt, President, an Authorized
Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 202_, before me, the undersigned notary public, personally appeared John Bodt, President of Solsect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Solsect Energy Development LLC, a Massachusetts limited liability company, as the voluntary act of the company.

Notary Public
My Commission Expires:

EXHIBIT A to NOTICE OF LEASE

PROPERTY DESCRIPTION

Property Address: 86 Parkingway, Quincy, MA 02169

The land, together with the building, structures and improvements thereon, located at 86 Parkingway, Quincy, Massachusetts, described in that certain Quitclaim Deed from Phoenix Development Group, LLC to Parkingway CM, LLC, dated January 25, 2018 and recorded January 26, 2018 with the Norfolk Registry of Deeds in Book 35763, Page 381, and in that certain Deed from the City of Quincy to Parkingway CM LLC, dated October 13, 2023 and recorded of even date with said Registry in Book 41458, Page 592; which Deeds are incorporated herein by reference as if fully set forth herein.

EXHIBIT B to NOTICE OF LEASE

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

[Site plan on following page]

EXHIBIT B (continued)

DESCRIPTION OF PREMISES

Site Plan for *[insert property address]*

[insert site plan]

EXHIBIT D to Lease Agreement

FORM OF NONDISTURBANCE AGREEMENT

[On following Page]

Record and return to:
 Solect Energy Development LLC
 87 Hayden Rowe Street
 Hopkinton, MA 01748
 Attn: Legal Notices

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of this ____ day of _____ 202_, by and among _____, a _____ duly organized in the Commonwealth of Massachusetts, with a place of business at _____, _____, MA ____ ("Lender"), _____, a Massachusetts _____ with a place of business at _____, _____, MA ____ ("Landlord"), and [Solect Energy Development LLC, a Massachusetts limited liability company] with a mailing address of 87 Hayden Rowe Street, Suite E, Hopkinton, Massachusetts 01748 ("Tenant").

WITNESSETH

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 202_, (the "Lease") covering the property located at _____, _____, MA ____ (the "Property"), notice of which is recorded with the _____ Registry of Deeds (the "Registry") in Book _____, Page _____, being the property more particularly described in Exhibit A attached hereto and incorporated herein, pursuant to which Tenant has installed or will install on the Property a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a Mortgage and Security Agreement dated _____, 202_ (the "Mortgage") and a Conditional Assignment of Leases and Rents of even date encumbering the Property, recorded with the Registry in Book _____, Page _____ and Book _____, Page _____, respectively; and

WHEREAS, Lender, Tenant and Landlord wish to set forth the respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Property are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Property as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Property or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Property even though the Solar Facility is installed on the Property; nor shall the Solar Facility be moved from the Property by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Property. Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Property and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Property, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Property shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Property, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said 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 Lender succeeding to the interest of Landlord in the Property.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Property by, or through, Lender foreclosure of the Mortgage.

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender: _____

 Attn: _____
 Email: _____

If to Tenant: Solect Energy Development LLC
 87 Hayden Rowe Street
 Hopkinton, MA 01748
 Attn: Legal Notices
 Email: legal@solect.com

If to Landlord: _____

 Attn: _____
 Email: _____

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

[This Page Ends Here – Signature Pages to SNDA Follow]

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC
a Massachusetts limited liability company

By: _____
John Bodt, President, an Authorized
Signatory

_____, ss.
COMMONWEALTH OF MASSACHUSETTS

On this ___ day of _____, 202_ before me, the undersigned notary public, personally appeared John Bodt, President of Solect Energy Development LLC and an Authorized Signatory, personally known to me to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose as President and an Authorized Signatory of Solect Energy Development LLC, a Massachusetts limited liability company, as the voluntary act of the company.

Notary Public
My Commission Expires:

LANDLORD:

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of _____, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as _____ for _____, as the voluntary act of _____.

Notary Public

My Commission Expires:

LENDER:

By: _____

Printed Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of _____, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as _____ for _____, as the voluntary act of _____.

Notary Public

My Commission Expires:

EXHIBIT A**PROPERTY DESCRIPTION****Property Address: 86 Parkingway, Quincy, MA 02169**

The land, together with the building, structures and improvements thereon, located at 86 Parkingway, Quincy, Massachusetts, described in that certain Quitclaim Deed from Phoenix Development Group, LLC to Parkingway CM, LLC, dated January 25, 2018 and recorded January 26, 2018 with the Norfolk Registry of Deeds in Book 35763, Page 381, and in that certain Deed from the City of Quincy to Parkingway CM LLC, dated October 13, 2023 and recorded of even date with said Registry in Book 41458, Page 592; which Deeds are incorporated herein by reference as if fully set forth herein.

INTRODUCED BY: **WARD FIVE COUNCILLOR – MAGGIE MCKEE**

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2026-123

ORDERED:

September 22, 2026

WHEREAS in 2024 the previous city council passed ordinances for 79% and 50% pay raises for the mayor and councillors – without debate or public input; and

WHEREAS in 2025 the previous council passed an ordinance setting additional annual raises for the mayor and councillors based on the consumer price index, again without debate or public input; and

WHEREAS in June 2026 the current council deleted all of those raise ordinances over concerns about the way they were enacted;

BE IT ORDERED that the City Council begin rigorous discussions on politicians' raises, with the goal of proposing and passing ordinances for fair, data-driven salaries for elected officials; and

BE IT FURTHER ORDERED that this process include a public hearing on politicians' pay so that community members can weigh in on both the amount and the process by which that pay is increased.

INTRODUCED BY: **WARD TWO COUNCILLOR – RICHARD C. ASH**
COUNCILLOR AT LARGE – ANNE M. MAHONEY
WARD ONE COUNCILLOR – DAVID A. JACOBS
WARD THREE COUNCILLOR – WALTER HUBLEY
WARD SIX COUNCILLOR – DEBORAH A. RILEY

CITY OF QUINCY

IN COUNCIL

ORDER NO. 2026-124

ORDERED:

September 22, 2026

Establishing a Public Art & Place-Making Program

WHEREAS, the City recognizes the value that public art can bring to the cultural, aesthetic and economic vitality of the community, there is hereby established a Public Art & Place-Making Program, which includes but is not limited to establishing a Public Arts Commission, to be responsible for the implementation of the public art initiative through the commissioning and acquisition of permanent and temporary public art, acting as a steward of the city's public art collection, and engaging the public in the collection.

BE IT ORDAINED by the City Council that the Quincy Municipal Code is hereby amended in Chapter 12 Boards, Commissions and Committees, as follows:

By adding the following:

Article XV Public Art & Place-Making Program

12.54 Public Art and Place-Making Program.

It is the purpose of this subsection to lessen the visual impact of development and to create a Public Art and Place-Making Program for new development and redevelopment in the City of Quincy. Properties included in this Program include plots greater than 1/4 acre and/or on buildings owned by the City of Quincy and/or managed by the City's Public Buildings Department ("Subject Properties"). The Public Art and Place-Making Program, through the requirements of this subsection, shall further the commitment of the City of Quincy to the aesthetic enrichment of the community through the creation, preservation and protection of works of art.

12.55 Public Art and Place-Making Program Guidelines.

The Public Art Commission shall prepare, and from time-to-time revise, Public Art and Place-Making Program Guidelines, which shall provide guidance for program organization; organizational governance and staffing responsibilities; procedures for project planning; artist selection; art selection criteria; art placement criteria; donation; loans and memorials; collection management; and administration of the Public Art Fund.

12.56 Public Art Commission.

There is hereby established a Commission to be known as the "Public Art Commission." The Public Art Commission shall consist of five members plus two alternates appointed by the Mayor and one non-voting high school student. A quorum shall consist of three voting members.

The Public Art Commission members shall be nominated as follows:

- 1 nomination by the City Council
- 2 nominations by the Mayor
- 1 nomination by the Planning Director
- 1 nomination by the Commissioner of Public Buildings
- 2 nominations by the President of the Quincy Art Association
- 1 nonvoting student nominated by the Mayor

12.57 Powers and duties of the Commission.

The Public Art Commission powers and duties shall include but not be limited to:

1. Adoption of Public Art and Place-Making Program guidelines and amendments thereto.
2. Recommending, to the Mayor, Public Art on Subject Properties that total \$50,000.00 or more per expenditure, per project, and/or per calendar year.
3. Establishing an annual administrative budget for the Commission.
4. Establishing an annual calendar which shall include not fewer than four open public meetings of the Commission.

INTRODUCED BY: **WARD TWO COUNCILLOR – RICHARD C. ASH**
COUNCILLOR AT LARGE – ANNE M. MAHONEY
COUNCILLOR AT LARGE – ZIQIANG SUSAN YUAN
WARD ONE COUNCILLOR – DAVID A. JACOBS
WARD THREE COUNCILLOR – WALTER HUBLEY
WARD SIX COUNCILLOR – DEBORAH A. RILEY

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2026-125

ORDERED:

September 22, 2026

Review of Potential Adoption of Specialized Stretch Code

WHEREAS, in 2009 the Massachusetts Board of Building Regulations and Standards adopted Appendix 120.AA, known as the “Stretch Code” that provides a more energy efficient building code option for cities and towns than the base code; and

WHEREAS, in 2010 the Quincy City Council introduced and adopted the Appendix 120.AA as an alternative to the base energy efficiency requirements; and

WHEREAS, this Stretch Code adopted in 2010 emphasizes energy performance, rather than requirements, to result in cost-effective construction; and

WHEREAS, as part of the Green Communities Act of 2008, Massachusetts is required to update its building code every three years to ensure that new buildings are designed and constructed with energy efficiency in mind; and

WHEREAS, the Climate Act of 2021 required the development of a new Municipal Opt-in Specialized energy Code, known as “Specialized Code”; and

WHEREAS, the Specialized Code ensures new construction that is consistent with Massachusetts greenhouse gas limits, including additional requirements that covers all construction ranging from residential such as low-rise and multi-family, and commercial; and

WHEREAS, the Specialized Code update includes a Residential Cash Flow Analysis completed by the Department of Energy Resources (DOER) outlining savings for properties that just meet the guidelines outlined in the Stretch Code; and

WHEREAS, these savings for a homeowner can average from \$500 per year for utilities under the current adopted Stretch Code; and

NOW, THEREFORE BE IT RESOLVED, that the Administration, including but not limited to the Public Buildings Department, the Planning Department, Inspectional Services Department, and non-governmental people throughout the city to review and present the benefits of adopting the new Specialized Code available to all Massachusetts municipalities.

THEREFORE, BE IT FURTHER RESOLVED, that the review of benefits from adopting the code should include financial and environmental for residents, public projects, and private projects.