

**FIRST AMENDMENT TO POWER PURCHASE AGREEMENT AND
ACKNOWLEDGEMENT OF ASSIGNMENT**

This First Amendment to Power Purchase Agreement and Acknowledgement of Assignment (the “**Amendment**”) is made as of the 2nd day of September, 2020 by and between **St. Johnsbury Solar II, LLC**, with an address of 15 Railroad Row White River Junction, VT 05001 (“**Assignee**”), and **Blue Mountain Union School**, with an address of 2420 Route 302, Wells River, Vermont 05081 (“**Offtaker**”). Assignee and Offtaker may be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Groton Timberworks Community Solar LLC and Offtaker entered into a certain Power Purchase Agreement, dated June 17, 2018 (the “**Agreement**”); and

WHEREAS, Offtaker acknowledges the assignment of the Agreement from Groton Timberworks Community Solar LLC to St. Johnsbury Solar II, LLC ; and

WHEREAS, Assignee and Offtaker desire to make certain amendments to the Agreement as set forth herein; and

WHEREAS, the original terms of the Agreement are still in effect for all Parties including Assignee; and

NOW, THEREFORE, in consideration of the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Offtaker hereby agree as follows:

1. Defined Terms. Except as otherwise expressly set forth in this Amendment, terms and phrases that are defined in the Agreement or are indicated with initial capital letters in the Agreement as being defined shall have the meanings ascribed thereto in the Agreement when used in this Amendment.
2. Amendment. The terms and provisions of the Agreement and only change beyond Assignment are hereby amended as follows:
 - a. The expiration date of the Term shall be extended to June 16, 2040.
3. Miscellaneous:
 - a. Governing Law. The Agreement, as hereby amended, and this Amendment shall be governed exclusively by the provisions thereof and hereof and by the laws of the State of Vermont without regard to its principles of conflicts of law.

- b. Counterparts. This Amendment may be executed in counterparts with the same effect as if all Parties hereto have executed the same document. All counterparts shall be construed together and shall constitute a single agreement.
- c. Authority of Signatories. Each person executing this Amendment on behalf of Assignee and Offtaker, respectively, represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of Assignee and Offtaker.
- d. Ratification/Disputes. Except as provided herein, all of the terms, covenants and conditions of the Agreement are hereby continued, approved and ratified, and, as hereby amended, shall continue in full force and effect and shall be binding upon, and shall inure to the benefit of, Assignee and Offtaker. In the event of any conflict of inconsistency between the provisions of the Agreement, without regard to this Amendment, and this Amendment, the provisions of this Amendment shall supersede and govern.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have duly executed this First Amendment to Power Purchase Agreement and Acknowledgement of Assignment as of the day and year first written above.

ASSIGNEE

St. Johnsbury Solar II, LLC, a Vermont manager-managed limited liability company

By: St. Johnsbury Solar II, LLC, its Manager

By: _____
Its duly authorized officer

OFFTAKER

Blue Mountain Union School

By: _____

Name: _____

Title: _____