

Bluebird Inc, Joule Assets, Village of Brockport CCA, CDG Acquisition Triparty Summary

Whereas the Municipality wishes to offer Community Distributed Generation (CDG) credits from local community solar projects as a default offering of the Village Community Choice Aggregation (CCA) program, delivering guaranteed savings to participating residents' electric bills and supporting local clean energy resources.

Whereas the Municipality authorized the Village CCA Administrator, Joule to issue a request for proposals to community solar providers in the utility service territory in order to identify eligible projects and maximize customer value.

Whereas Joule received, analyzed, and evaluated several proposals, and delivered recommendations for awards to the Municipality.

Whereas the Sponsor's community solar projects (See Schedule 1) have been selected by the Municipality, a triparty agreement is to be signed, in order for the program to begin. This triparty describes, among other things, payment terms, roles and responsibilities of each party, termination rights, general covenants and representations, and other commercial and legal terms.

The triparty agreement summarized herein is to be executed by each of three Parties: the awarded CDG Sponsor (Bluebird Community Solar, LLC), Joule, and the Village of Brockport.

Joule Assets Inc., a Delaware corporation, with a principal place of business at 22 Edgemont Road, Katonah, New York 10536 ("**Joule**" or "**Administrator**");

The Village of Brockport, a municipal corporation in the State of New York with a principal place of business at 127 Main Street, Brockport, New York 14420 ("**Municipality**"); and

Bluebird Community Solar, LLC, a Delaware limited liability company, (the "**Sponsor**,"), with a principal place of business at 555 De Haro Street, San Francisco, California 94107,

Administrator, Municipality and Sponsor are each referred to individually as a "**Party**" and collectively as the "**Parties**."

Summary of Triparty terms:

Pursuant to the triparty the Sponsor agrees, among other things to:

1. deliver CDG credits from the awarded Asset Portfolio (one or more Qualified Assets) on an agreed-upon schedule;
2. manage the awarded asset(s) including allocation and ongoing credit optimization;
3. pay the stated customer acquisition and management fees
 - Customer Acquisition Fee: \$0.048/kWh (one-time fee) and Management Fee: \$.002/kWh (paid monthly)
4. honor the terms and conditions for all participating subscribers for at least 20 years.

Joule (Administrator) agrees, among other things, to:

1. manage subscriber onboarding and enrollment;
2. manage subscriber replacement (churn);
3. manage relationship with the Village of Brockport;
4. obtain applicable confidential utility data from National Grid;
5. meet applicable regulatory requirements of CCA program; and
6. provide customer service and local program administration.
7. make \$50 per participating subscriber available to the Municipality at time of receipt of payment by Sponsor for customer acquisition.

The Village of Brockport (Municipality) agrees, among other things:

1. that pursuant to their CCA authority, the Sponsor's awarded asset(s) will remain as a default supplier of CDG credits to eligible customers on an opt-out basis for the term of the Agreement.
2. To support Joule in providing information to Municipality's residents concerning the CCA program

Further terms:

1. The Sponsor's rights and obligations in serving individual subscribers under the terms and conditions of the CDG Disclosure Form will survive expiration or termination of the Triparty Agreement.
2. Neither the Municipality nor Joule may terminate any active subscription for the full term described in the CDG Disclosure Form (up to 25 years).
3. Individual subscribers may cancel at any time, however, at their discretion, at any time, without payment of any penalty.
4. Credits will be applied to subscribers at the discretion of Joule and Participating Municipalities.

The Sponsor Bluebird's Awarded assets are described in the Asset Portfolio Schedule 1 attached to this summary.

Schedule 1
Asset Portfolio Schedule

(May be amended from time to time by adding or removing Assets as permitted by the Agreement)

NOTE that all Assets and the terms and conditions pertaining to these Assets, may be shared in common by other municipalities, including the Village of Lima

Sponsor represents and warrants that the information provided in this Schedule 1 is true and accurate

Name of Asset	Project LLC	Total Anticipated Capacity (kwh/year)	Annual Anticipated Capacity for Non-Demand Meters (kWh/year)	Location	Anticipated NTP Ready Date	Anticipated Permission to Operate Date
Wheatland 2A	Helios Energy New York 4, LLC	8,754,453	5,252,672	9565 Union St., Scottsville, NY 14546	3/31/2021	10/31/2021
Wheatland 2B	Helios Energy New York 11, LLC	8,754,453	5,250,403	9565 Union St., Scottsville, NY 14546	3/31/2021	10/31/2021
Bullitt Farm	Bullitt Farm Solar, LLC	10,570,383	6,342,230	6878 Fox Road, Marcy, NY 13403	5/31/2021	12/30/2021