

LETTER OF INTENT AND EXCLUSIVITY AGREEMENT

THIS LETTER OF INTENT AND EXCLUSIVITY AGREEMENT (“Agreement”) is entered into effective the _____ day of July, 2019 (“Effective Date”), by and between ReVision Energy Inc. (“ReVision”) a Maine corporation, and Town of Windham (“Town”) a Maine municipality located in Windham, Maine (collectively as the “Parties”, or, singly, as a “Party”).

RECITALS

WHEREAS, ReVision is a renewable energy system development, design, and installation company that has delivered a preliminary Solar PPA Proposal dated as of February 5, 2018 (“Proposal”) to install a solar energy generation project (“System”) at the Town’s capped landfill Town (the “Facility”) pursuant to a Power Purchase Agreement (“PPA”) to be entered into between the Town and a third party investor identified by ReVision and approved by the Town (the “Finance Party”);

WHEREAS, the Parties intend to finalize a definitive PPA with the Finance Party setting forth the specific rights and obligations of the parties thereto relating to the development of the System and setting forth the terms under which the Town shall convey to the Financing Party the right to own and operate the System at the Facility upon installation by ReVision;

WHEREAS, the Parties mutually agree that in order to allow for the development and financing of the System, ReVision will need exclusive development rights for a period of twelve months from the Effective Date; and

WHEREAS, as a preliminary step to the entering into such PPA, the Parties wish to set forth their respective commitments to one another in this Agreement;

NOW THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. System. Subject to any modifications the parties may ultimately agree to in the PPA and any other definitive agreements, and as may be further modified through the permitting and financing approval processes, the System shall consist of a solar electric generation system, including all necessary component parts, substantially as described in the Proposal.
2. Actions by the Parties: In order to allow for development of the proposed System and subject to this Agreement, the Parties will make commercially-reasonable efforts to complete the following development activities:

| Activity | Responsible Party | Target Completion Date |
|---|-------------------|------------------------|
| Provide a copy of the past 12 months of bills (pages 1-3) for Town-owned CMP accounts | Town | 7/10/2019 |
| Perform a site evaluation at the Facility | ReVision | 7/10/2019 |
| Provided updated PPA proposal | ReVision | 7/26/2019 |
| Review PPA proposal and provide approval to move forward with development tasks (this allows ReVision to start spending money on the Project) | Town | 8/17/2019 |
| Provide a copy of deed for Facility where Project will be located | Town | 8/30/2019 |
| Complete technical site visit and finalize System design | ReVision | 9/27/2019 |
| File interconnection application with CMP to determine utility upgrade costs required for system commissioning. | ReVision | 10/04/2019 |
| Determine all local, State, and Federal (if any) permitting requirements and fees including planning board | ReVision and Town | 10/11/2019 |
| Apply for and receive all permit approvals that could jeopardize project feasibility | ReVision and Town | 10/25/2019 |
| Negotiate legal terms of form PPA contract including form of site control | ReVision and Town | 11/27/2019 |
| Submit final PPA rate schedule for approval | ReVision | 11/27/2019 |
| Execute PPA contract | Town | 12/20/2019 |

3. PPA Finalization. The Parties understand that the PPA is yet to be finalized, and that such negotiations will be conducted in good faith.
4. Exclusivity. ReVision shall have twelve months from the execution of this Agreement, or such later date as may be mutually agreed in writing by the Parties, to ~~develop~~complete the

engineering and design of the System, to obtain all necessary approvals and permits to construct the System, finalize a utility interconnection arrangement and to facilitate the finalization of the definitive PPA to be entered into between the Financing Party and the Town (the “exclusivity period”). In consideration of the time and resources ReVision is devoting to such efforts, for the duration of the exclusivity period, Town shall not enter into or continue any discussions or negotiations with, consider any other offers from, or enter into any other agreement or arrangement with any other person or entity other than ReVision and/or the identified Financing Party regarding the development of a distributed generation system at the Facility.

5. Costs and Expenses. In consideration of the development activities performed by ReVision listed in Section 2 of this Agreement, if at any time during the exclusivity period Town decides not to move forward with the development of the System, the Town shall notify ReVision immediately. Upon such notification, ReVision shall invoice the Town for development costs incurred to date, not to exceed \$25,000, and the Town agrees to remit payment for such development expenses within 30 days of receipt. Otherwise, each Party shall be responsible for covering its own costs and expenses relating to the development of the project and the negotiation of the PPA, including without limitation, the cost of its own attorneys, consultants and advisors.
6. Confidentiality. The provisions of this Agreement and all information related to this Agreement, the Facility, or the System that is shared between the Parties and/or Finance Party, shall be treated as confidential for a term of no less than two years from the Effective Date. These confidentiality provisions shall not apply to any information (a) previously known to either Party free of any obligation to keep it confidential; (b) that has been or which becomes publicly known, through no wrongful act of either Party; (c) which is rightfully received from a third Party who is under no obligation of confidence to either Party; (d) which is independently developed by the receiving Party without resort to the Information that has been disclosed pursuant to this Agreement; or (e) is required to be disclosed in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process or any governmental or court order.
7. No Joint Venture. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between ReVision and the Town.
8. Limitations of Liability. In no event shall either Party be liable to the other Party or its representatives or customers for special, indirect, non-compensatory, consequential, punitive, or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions, whether arising in contract or tort (including negligence, whether sole, joint, or concurrent or strict liability), or otherwise, arising out of this Agreement.
9. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties'

~~rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.~~

10. **Applicable Law.** This Agreement will be governed by the law of the State of Maine without regard to conflicts of law principles.
11. **Binding Provisions.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
12. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
13. **Counterparts.** This Agreement may be executed electronically and in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

ReVision Energy Inc.

By: _____

Print Name: _____

Title: _____

[rev. 20190201]

Town of Windham

By: _____

Print Name: _____

Title: _____