



July ____, 2022

Town of Brookline, Brookline Kirrane Aquatics Center/Tappan Gym
333 Washington Street
Brookline, MA 02445
Attention: Town Administrator

Office of Town Counsel
333 Washington Street
6th Floor
Brookline, MA 02245
Attention: Town Counsel

Re: The Power Purchase Agreement dated as of September 29, 2020 between Solect Energy Development LLC (“**Solect**”), and Town of Brookline (“**Host**”), acting by and through its Select Board and its School Committee (the “**Agreement**”); the License dated as of September 29, 2020 between Solect and Host (the “**License**”); and the Project located at 46 and 60 Tappan Street, Brookline, Norfolk County, Massachusetts 01748.

To Whom It May Concern:

We are writing to notify you that Solect plans to transfer ownership of the Project to Enel X MA PV Portfolio 2, LLC (“**Enel X**,” and such transfer being the “**Transaction**”). The Transaction will become effective upon the satisfaction of certain conditions, including Host’s execution of this letter, but is anticipated to be effective on or before July 30, 2022. As part of the Transaction, Solect plans to assign the Agreement and the License to Enel X (the “**Assignment**”).

Section 25(e) of the Agreement and Section 15 of the License provides Host with certain rights in connection with the Assignment. Accordingly, Solect asks that Host consent to the Assignment by signing and returning a copy of this letter to my attention. Without limiting the generality of the foregoing, by signing below you (i) acknowledge that the Agreement and the License have not been modified, supplemented or amended in any way and will continue in full force and effect after the Transaction is completed, (ii) irrevocably waive any termination or other right you may have in connection with, or arising out of, the Assignment or the Transaction, (iii) acknowledge that there are no defaults under the Agreement or the License, and (iv) represent and warrant that Host had full authority to enter into and execute the Agreement, the License and this consent, and that the undersigned has the authority to sign and deliver this consent and bind the Host.



The consent provided for in this letter shall be deemed to unconditionally satisfy the requirements for notice and consent without the need of any further action by any party to the Agreement or the License. Nothing contained in this letter will be construed as modifying, waiving or affecting any of the provisions, covenants and conditions under the Agreement or the License other than as specifically set forth herein. If the Transaction does not occur, this consent will be null and void.

Capitalized terms not defined in this letter have the meanings ascribed to them under the Agreement and License.

[Remainder of Page Intentionally Blank]



Please indicate Host’s consent to the foregoing by signing below and returning a signed copy of this letter to me by email scan to jdumas@solect.com, hprince@solect.com, and mshortsleeve@solect.com followed by returning an original by mail to the address below. If you have any questions or require any additional information, please feel free to contact me at 508-598-3511 ext.701. We greatly appreciate our ongoing business relationship.

Sincerely,

Solect Energy Development LLC

By: _____

Name: James R. Dumas

Title: CFO, and Authorized Signatory

Date: _____

The undersigned acknowledges and consents to the foregoing:

Town of Brookline

By: _____

Name: _____

Title: Chair, Brookline Select Board

Date: _____

By: _____

Name: _____

Title: Chair, Brookline School Committee

Date: _____