MASTER SERVICE AGREEMENT FOR SOLAR DESIGN, BUILD AND OPERATION

BETWEEN

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

AND

CONTRACTOR

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MASTER SERVICE AGREEMENT

FOR SOLAR DESIGN, BUILD AND OPERATION

This Master Service Agreement for Solar Design, Build and Operation ("Agreement") dated _____ ___ 2026 ("Effective Date"), by and between the Northeast Maryland Waste Disposal Authority (the "Authority"), a body politic and corporate and a public instrumentality of the State of Maryland, with offices at 100 South Charles Street, Tower II—Suite 402, Baltimore, Maryland 21201, and _____ (the "Contractor"), a _____and an entity in good standing under the laws of Maryland, with offices at_____. The Authority and the Contractor are individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

1. The Authority, on behalf of and for the benefit of Baltimore City, Maryland; Baltimore County, Maryland; Carroll County, Maryland; Frederick County, Maryland; Harford County, Maryland; Howard County, Maryland; and Montgomery County, Maryland (each a "Member Jurisdiction" or "Member"), requires the services of a contractor to Design, Build and Operate Solar Photovoltaic ("PV") System Installations on Municipal Solid Waste Property and Infrastructure. These services would cover the full scope of responsibilities for implementation, maintenance, and decommissioning, including but not limited to land lease, feasibility analysis, design, engineering, permitting, developing, constructing, erecting, maintaining (including landscaping maintenance) and operating solar installations (the "Solar Services") for each Member Jurisdiction. The Contractor shall perform the design, engineering, permitting, and construction work to bring the solar PV system installations to commercial operation, all pursuant to this Agreement with the Authority, and in accordance with applicable laws and regulations. The Contractor also shall operate and maintain the solar PV system installations commercially under this Agreement with the Authority. The Contractor has been selected to provide such Solar Services, and shall finance all aspects of the Solar Services (with the option to offset certain costs, thus allowing for the potential to increase revenues to the Members) from certain grants from the Maryland Energy Administration, Maryland Department of the Environment or other agencies or organizations, if available. The Contractor will act as the lessee of the Member Jurisdiction's

Designated Landfill and Municipal Solid Waste and Recycling Sites, while the Member Jurisdiction will act as the owner and lessor of the Designated Landfill and Municipal Solid Waste and Recycling Sites. The Contractor shall also act on behalf of the Authority by coordinating and enforcing subcontractor provisions as set forth in this Agreement. The Authority desires that Contractor perform on behalf of the Authority the duties to act as general contractor for the design, permitting, construction, performance of startup and testing of the solar PV system installations, and development of the operation manuals for the solar PV system installations upon the terms and conditions set forth in this Agreement. Following completion of the solar PV system installations, the Contractor will own the solar PV system installations, and the Contractor will operate and maintain the solar PV system installations pursuant to this Agreement.

2. Pursuant to this Agreement, the Contractor will work to enter into a transaction ("Transaction") with each Member Jurisdiction that elects to issue a written confirmation establishing an interest for Solar Services (the "Solar Confirmation") with the Contractor, including but not limited to a land lease in a form that will be provided as an attachment to each confirmation (the "Land Lease"). A Member Jurisdiction may also request the Contractor to perform services in addition to Solar Services ("Additional Services") and in such instances would issue an ("Additional Confirmation") as further described in Section 2.08. Such Solar Services and Additional Services are collectively herein referred to as ("Services") and any Solar Confirmation and Additional Confirmation are herein collectively referred to as a ("Confirmation").

3. The Authority and the Contractor desire to enter into this Agreement in order to provide the general terms and conditions of each and all Transaction(s) which will govern the Services of the Contractor to be provided to any Member Jurisdiction that decides to utilize the Services of the Contractor.

4. The Authority may assist a Member Jurisdiction and/or the Contractor in entering into a Transaction, but shall have no obligations under this Agreement or any Confirmation, or in connection with any Transaction, except as specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the undertakings of each Party to the other, the Authority and the Contractor acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE 1 - TRANSACTION TERMS AND CONDITIONS

Section 1.01. Each and all Transaction(s) shall be entered into upon a Member Jurisdiction's issuance of a Confirmation that complies with the requirements of this Agreement and approval of the Confirmation by the Executive Director of the Authority. The Contractor is required to accept and execute a Confirmation issued by a Member Jurisdictions that complies with the terms of this Agreement within 90 days of the date the Confirmation is issued by the Member Jurisdiction.

Section 1.02. The Confirmation shall explicitly state that the provisions of Articles 1, 2, 3, 4, 5, 6 and 7 of this Agreement are incorporated by reference thereto and the Confirmation shall incorporate by reference the general provisions of this Agreement which the Contractor and the Member Jurisdiction determine to be appropriate for the Transaction. If applicable, any Confirmation issued hereunder is subject to annual appropriations by the Member Jurisdiction. The Confirmation shall include:

(a) The location(s) of the Designated Landfill and Municipal Solid Waste and Recycling Sites (the applicable Land Lease shall be an Exhibit to the Confirmation, and incorporated therein);

(b) The hours of operation and all applicable federal, state and local laws, regulations and rules for the Designated Landfill and Municipal Solid Waste and Recycling Sites adopted by the Member Jurisdiction;

(c) The Services that shall be provided by the Contractor;

(d) The invoicing and payment procedures for any amounts owed: i) to the Contractor by the Member Jurisdiction, if any; or ii) to the Member Jurisdiction by the Contractor, including the time period within which such payment shall be made.

(e) The status reports, if any, that the Member Jurisdiction may require the Contractor to submit regarding the Services being performed by the Contractor pursuant to such Confirmation;

(f) An acknowledgement by the Contractor and the Member Jurisdiction that the Authority shall have no obligations under the Confirmation except as otherwise explicitly stated in this Agreement;

(g) The term of the Confirmation, which shall not run beyond the term of this Agreement; and

(h) The aggregate amount of any limitation on the total payments to be made by: i) the Member Jurisdiction to the Contractor, if any; or ii) Contractor to the Member Jurisdiction under the Confirmation, including confirmation of the Contractor's ownership of the Renewable Energy Credits and other attributes of a Solar Installation.

Section 1.03. The Transaction shall be one integrated, bilateral contract between the parties under the related Confirmation. Any inconsistency between any terms of this Agreement and a Confirmation shall be resolved in favor of the terms of such Confirmation.

Section 1.04. With respect to any Transaction involving the Contractor and the Member Jurisdiction, the Authority shall not, under any circumstances, (a) have any obligations under the related Confirmation, (b) be responsible for amounts due to or from the Contractor or Member Jurisdiction under the related Confirmation, or in connection with such Transaction, and (c) be liable to either the Contractor or the Member Jurisdiction under the related Confirmation, or in connection with such Transaction.

ARTICLE 2 - OBLIGATIONS OF THE CONTRACTOR AND THE MEMBER JURISDICTION

Section 2.01. The Contractor shall provide the Solar Services as set forth in this Agreement, in the Contractor's Proposal, attached hereto as Exhibit A and incorporated herein by reference, and in the Request for Expressions of Interest ("REOI") issued by the Authority, initially dated October 12, 2023 with a revised date of issue on March 22, 2024, including the Appendices to the REOI and any addenda thereto, and the Insurance Requirements, all of which are attached

hereto as Exhibit B and Exhibit C and incorporated herein by reference. In the event of any conflict or inconsistency among these documents, the order of precedence for resolving any such conflict or inconsistency shall be: Confirmation, Agreement, REOI, Contractor's Proposal.

Section 2.02. The Member Jurisdiction will provide the Contractor access to the Designated Landfill and Municipal Solid Waste and Recycling Sites, for the purpose of implementing Services during the hours of normal operation, or as otherwise determined, by the Member Jurisdiction in writing.

All construction and solar array equipment utilized for Solar Services by the Contractor shall remain the Contractor's property, or the property of its third-party contractor, as applicable. Member Jurisdictions shall not move or alter the equipment or allow a third-party to do so. Equipment shall only be utilized for its intended purpose. However, in the event of an emergency, equipment may be moved, if necessary, to provide immediate access to the Designated Landfill and Municipal Solid Waste and Recycling Sites if required by the Member Jurisdiction, the Maryland Department of the Environment ("MDE") or any emergency response entity. Member Jurisdictions shall provide safe and unobstructed access to the equipment. The Member Jurisdiction shall be responsible for any equipment provided by the Contractor for Solar Services under this Agreement that is lost or damaged beyond normal wear and tear and solely caused by the Member Jurisdiction. Any loss of equipment or damages to equipment must have been adequately documented by the Contractor and submitted in writing to the Authority and Member Jurisdiction, to be reviewed and approved at the Authority and Member Jurisdiction's full discretion. Member Jurisdictions warrant that the Designated Landfill and Municipal Solid Waste and Recycling Sites are sufficient to bear the weight of Contractor's equipment and vehicles and agree that Contractor shall not be responsible for any damage to pavement or any other surface resulting from the weight of equipment or vehicles used to perform the Solar Services.

The Contractor shall follow all applicable federal, state and local regulations, as well as all rules set by the Member Jurisdiction and communicated, in writing, to the Contractor for the Designated Landfill and Municipal Solid Waste and Recycling Sites.

Section 2.03. The Member Jurisdiction will ensure that the Designated Landfill and Municipal Solid Waste Sites (as hereinafter defined) are available for Solar Services by the first day of the term of this Agreement, as set forth in Article 4 of this Agreement. The Designated Landfill and

Municipal Solid Waste and Recycling Sites for Solar Services shall be sited, constructed, operated, monitored, closed and otherwise maintained in a manner that is protective of human health and the environment and operated in compliance with all applicable federal, state and local laws and regulations.

Section 2.04. For any Solar Services, the Contractor shall be obligated to implement, maintain, and decommission, including but not limited to performing a feasibility analysis, designing, engineering, permitting, developing, constructing, erecting, maintaining and operating solar installations at the applicable Designated Landfill and Municipal Solid Waste and Recycling Sites, in accordance with the terms of a Confirmation. The Contractor shall provide all necessary construction and solar array equipment and staff to do so, including providing a third-party engineering firm approved by the Authority in writing, that would perform third-party quality assurance/quality control oversight of the Contractor and the Contractor's team of consultants and engineering work product during the design, construction and implementation period of the Solar Services, after contract execution of the Agreement and/or applicable Member Jurisdiction Confirmation contracts. Third-party engineering work shall include design review and field support for each applicable Designated Landfill and Municipal Solid Waste and Recycling Site. The Contractor shall employ, train, supervise, maintain, and provide qualified personnel to perform its obligations under any Confirmation or Transaction. The Contractor shall administer all matters relating to labor relations, salaries, benefits, working conditions, payroll taxes, contributions, work hours, safety and all other matters relating to its personnel. The Contractor shall pay for all labor, parts, materials, equipment, supplies, consumables, and other items necessary to operate, maintain, and repair each of the Solar Service projects in accordance with Prudent Industry Practices, and any applicable grant terms. If the Contractor fails to timely perform its obligations under this Agreement to operate, maintain and repair the Solar Service projects, the Authority, in addition to any of its other rights and remedies hereunder and after written notice to Contractor, shall have the right to perform or have performed by third parties the necessary operations, maintenance, and repair activities and the costs thereof shall be borne by Contractor in accordance with the provisions of this Section 2.04. Any such action by the Authority or any third party shall not alter, amend, waive, or relieve any obligation of Contractor under this Agreement.

Section 2.05. The Member Jurisdiction will determine in its applicable Confirmation, the

estimated solar system size, location, and any other Solar Service project details, as applicable per project, based on the Contractor's Proposal and third-party engineering review and recommendation ("Estimated Solar Services"). The pricing under the applicable Confirmation and Land Lease, will include the pre-set adjustors provided in Section 2.12 herein.

Project Staffing

Once the Solar Service projects are commissioned, the Contractor will staff the Solar Service projects with at least one (1) qualified on-call "Operator" for the Solar Service projects, strategically located in the region. The Operator will be available on nights, weekends, and holidays to respond within four (4) hours to any shutdown or emergency situations that may occur outside of normal business hours, remotely, or in-person if required, to ensure that the response time is in accordance with the foregoing requirement. The Contractor shall ensure the designated Operator is qualified and approved to perform any service that they may be required to perform. An Internet based Supervisory Control And Data Acquisition system (iSCADA) will allow the Solar Service projects to be operated remotely, thereby allowing the Solar Services to operate largely unattended. The Operator will be responsible for the ongoing operation, maintenance and repair of the Solar Service projects in accordance with the operations, safety, maintenance manuals, and procedures developed and approved for each of the Designated Landfill and Municipal Solid Waste and Recycling Sites for Solar Services. The Operator duties will include performing and documenting all checks on all equipment as per manufacturers' recommendations and maintaining all equipment throughout the system. Other Operator duties will include: troubleshooting and repairing equipment; and assisting approved Contractor technicians and subcontractors in connection with larger maintenance tasks, including any equipment replacement. The Contractor shall require its Operator or third-party entity (to be approved in writing by the Authority and applicable Member Jurisdiction) to maintain landscaping maintenance including but not limited to

- Mowing around the solar PV system installations/array;
- String trimming around the interior and exterior of the fence;
- Mowing a mower deck width outside of the fencing around the solar PV system installations/array, as practical and applicable.

As further noted in Section 2.12, and per Authority and applicable Member Jurisdiction written

approval, the landscaping maintenance may replace traditional landscaping, mowing and trimming with the installation of natural meadows, pollinator gardens, ground cover, sheep for grass management or other natural wildlife habitat to reduce the need and frequency of mowing and trimming, at no additional cost to the Member Jurisdiction. The Contractor shall utilize zero-emission electric mowing, trimming, and landscaping equipment to the fullest extent feasible and work with local partners to establish seed mixes that align with regional ecology in order to minimize maintenance requirements.

The Contractor shall not utilize chemical treatments on the fence line (unless approved, in advance, in writing by the Authority and Member Jurisdiction) and must remove all volunteer shrubs and trees from the solar PV system installation/array/fence.

Staffing Qualifications

The Contractor shall ensure that only qualified persons as referenced herein shall be authorized to perform Solar Services on, or operate and monitor the solar PV system installations, and that no person or persons shall be permitted to perform any activities that they are not qualified or do not possess technical ability to perform. The Contractor personnel must be appropriately qualified and trained in relevant equipment maintenance; system maintenance; safety with respect to working with all equipment, tools and environments where work is required; and environmental compliance.

Monthly Review, Organizing, and Reporting

Once each month, or at a frequency as otherwise agreed to, in writing, by the Authority, Member Jurisdiction and Contractor, per the applicable Confirmation, the Contractor will prepare and submit a report summarizing the activities performed. The report will contain the collected data and a summary of the Contractor's activities, including any recommendations, if necessary. During the Design and Build period of this Agreement, the frequency of the required reports may be required to be more frequent, such as weekly, per Authority written notice.

Scheduled Maintenance - Non-routine scheduled maintenance consists of corrective repair or maintenance work identified during the routine visits or as otherwise identified. This work could include, but is not limited to, items such as repair of any storm water management feature, repair

or replacement of inverters, transformers and panels.

Emergency Services - Emergency services include events that require immediate response; these could include, but not be limited to:

• Emergency call-out

• Repair of critical equipment

• Power outages

• Storm events

Response to the urgent nature of these items is such that they cannot be scheduled; Contractor staff would respond to these conditions as appropriate.

Section 2.06.

An "Uncontrollable Circumstance" means an event or condition listed in this definition, whether affecting the Authority, the Member Jurisdiction or the Contractor, that has, or may reasonably be expected to have, a material adverse effect on the Solar Services, if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or a lack of due diligence, of the non-performing Party relying thereon as justification for not performing any obligation or complying with any condition required of such Party hereunder, for delaying such performance or compliance. The following events or conditions, and no others, shall constitute an Uncontrollable Circumstances if they meet the requirements of the preceding sentence:

(a) an Act of God or Force Majeure (but not including reasonably anticipated weather conditions for the geographic area of the facility), hurricane, flood, tornado, landslide, earthquake or similar natural disaster or occurrence, fire, explosion or other casualty, an act of the public enemy, war, insurrection, riot, epidemic, general arrest or restraint of government and people, civil disturbance or similar occurrence or other violence, strikes and labor disputes, or sabotage committed at the Designated Landfill and Municipal Solid Waste and Recycling Sites (or other applicable Contractor, Authority or Member Jurisdiction sites) by a Person other than an employee or agent of, or visitor invited by, the Contractor or its Affiliates, or the Contractor's subcontractors of any tier;

(b) the failure of the jurisdiction in which a Designated Landfill and Municipal Solid Waste and Recycling Site or facility is situated (or the appropriate federal or state agencies or public utilities having operational jurisdiction in the area or location of the Designated Landfill and Municipal Solid Waste and Recycling Site or facility) to provide and maintain and assure the maintenance of all services for utilities (excluding sewerage and water lines) to the Designated Landfill and Municipal Solid Waste and Recycling Site (or facility for

operation of the Designated Landfill and Municipal Solid Waste and Recycling Sites or facility), provided they are essential to the Designated Landfill and Municipal Solid Waste and Recycling Sites or facility;

(c) A non-Contractor or non-subcontractor Labor Action.

No other instances of any kind shall be considered an Uncontrollable Circumstance, unless agreed to in writing by the Parties, for the purposes of this Agreement and applicable Confirmations.

In no event will a Subcontractor Default or a Contractor Labor Action constitute an Uncontrollable Circumstance. A Labor Action means a strike, lockout or other similar work shutdown or stoppage by workers.

The term "reasonable control" includes investigation or planning that is required by sound management or industry practices. No change in any Applicable Law imposing or increasing any tax, fee, assessment or charge shall constitute an Uncontrollable Circumstance. The Authority and Member Jurisdictions shall not be liable for the loss of any tax benefits relating to the Solar Services for any reason whatsoever, other than the established mechanism to address the Income Tax Credit (ITC) components under the Price Proposal in Section 2.12 below.

Section 2.07. The Contractor shall not retain the services of any subcontractors for the performance of Solar Services in connection with any Transaction that cannot meet the standards as set forth in this Agreement. The Authority and Member Jurisdictions retain the right to reasonably object to any subcontractor in their sole discretion. Subcontractors must acquire and maintain applicable insurance policies that are required by this Agreement.

No contract or subcontract between the Contractor and any other Person or entity will affect the Contractor's obligation under this Agreement and the applicable Confirmations, unless agreed to in writing by the Parties.

All contracts with subcontractors will be made available for review by the Authority and Member Jurisdiction upon written request.

Section 2.08. Prior to the date that the Contractor begins providing Services to a Member Jurisdiction, the Member Jurisdiction will appoint an individual to interact with the Contractor on its behalf during the term of this Agreement (the “Contract Officer”). The Contract Officer may from time to time give the Contractor a directive, oral or written, notifying the Contractor of work, in addition to the Solar Services, to be performed under a separate Confirmation (“Additional Confirmation”). If requested to do so, the Contractor shall, promptly upon the

receipt of such a directive, furnish to the Contract Officer a preliminary written description of the work that the Contractor proposes to undertake in implementing the directive. This directive shall include estimates of the compensation to be earned in performing the work and (if requested by the Contract Officer) the date by which the work will be completed. Following such consultations, the Contractor, if requested to do so, shall submit to the Contract Officer a final written description of the work to be undertaken. The final written description shall include an identification of any subcontractors to be used and a statement specifying in reasonable detail the breakdown of compensation to be earned by the Member Jurisdiction, when the Contractor and its subcontractors are performing the Solar Services; and (if requested by the Contract Officer) the latest date by which the work will be completed. Upon the written approval of the Member Jurisdiction, such final written description shall constitute a "Confirmation." The Confirmation shall be binding upon the Contractor and shall be subject to modification, amendment or withdrawal by the Contractor only with the express written consent and approval of the Member Jurisdiction.

Section 2.09. The Contractor shall not be obligated to perform, and the Member Jurisdiction will not be obligated to compensate the Contractor for, any work which is outside the scope of the Services set forth in this Agreement or any Confirmation.

Section 2.10. Each month that the Contractor performs Services under a Confirmation, the Contractor will provide the Authority and the applicable Member Jurisdiction with an electronic copy of all invoices, revenue payments, Solar Service reports and other information, as applicable. The Contractor shall maintain all documents and records related to work performed pursuant to the terms of this Agreement and shall, upon the request of the Authority or the Member Jurisdiction, deliver to the Authority and the Member Jurisdiction all information, data, documents, records, reports, drawings, and the like prepared in the course of performing the Solar Services pursuant to a Confirmation (including, without limitation, information regarding the names and addresses of any persons, firms, or agencies dealt with by the Contractor in the performance of such work). For money owed to a Member Jurisdiction, any lease rental payments more than sixty (60) days in arrears shall bear interest at the rate of eight percent (8%) per annum, and in addition, the Contractor shall pay a late fee to the Member Jurisdiction (or Authority, as applicable) of One Hundred Dollars ($100.00) with respect to each late payment.

Section 2.11. The Contractor shall provide, at the Contractor's own expense, all personnel needed to perform the Services or work required under any Confirmation or Transaction. All such personnel shall be qualified and authorized under applicable federal, state and local laws and regulations to perform their respective functions. The Contractor shall ensure that none of the Contractor's employees has any direct or indirect interest, which would conflict in any manner with the performance of the Contractor's performance of its obligations under this Agreement or any Confirmation. The Contractor shall be responsible for any withholding taxes and social security payment due as a result of payment made by the Member Jurisdiction to the Contractor.

Section 2.12. The Price Proposal, in the form of a Land Lease, includes a rent per acre price of $5,000, per year, with an escalation rate of 1.25% annually, as outlined in Exhibit A – Contractor's Proposal, as agreed to in writing by the Parties in the applicable Confirmation and Land Lease, paid by the Contractor to the Member Jurisdiction that owns the land of the specific Designated Landfill and Municipal Solid Waste and Recycling Site (or additional site if later identified as viable and subsequently developed, per the REOI), or be paid by the Contractor to the Authority, as a pass through payment due to the Member Jurisdiction (per Member Jurisdiction determination in its applicable Confirmation. The final acreage available for development will be determined during the design, build and permitting process. Per Exhibit A – Contractor's Proposal, the rent per acre price of $5,000, per year, with an escalation rate of 1.25% annually, may not be economically feasible for all Designated Landfill and Municipal Solid Waste and Recycling Sites, or other sites if later identified for Solar Services, thus the Contractor has the ability amend this Price Proposal under the applicable Confirmation and Land Lease, to accommodate additional Solar Service costs as set forth below, as long as the Contractor requests an adjustment to the Price Proposal in writing, with sufficient documentation to support the request, based on the pre-set adjustors provided herein, and all Parties agree to the changes in writing. These adjustments to the Price Proposal are allowed to accommodate unanticipated and additional costs that go beyond those that are standard, commercially reasonable and already assumed under the initial Price Proposal. Such costs are for tree clearing, site stabilization, utility interconnection costs or other costs to build access and additional capacity.

These pre-set adjustors include the following:

The Contractor shall carry an allowance, in the initial Price Proposal, for utility interconnection

costs based off commercially reasonable utility interconnection costs. If the utility interconnection costs exceed the allowance, the Member Jurisdiction will have the opportunity to choose to either reduce the lease revenues off a pre-set adjuster in the Agreement and applicable Confirmation and Land Lease, or terminate the development, per written notification as required per this Section 2.12. Thus, the Agreement, Confirmations and Land Leases shall allow for an adjustor to the Price Proposal to cover, per Designated Landfill and Municipal Solid Waste and Recycling Site, any utility interconnection costs that exceed the following utility interconnection costs of (the "Interconnection Utility Cost Assumptions"):

a. Behind-the-Meter (BTM) - $5,000

b. <=5MWac - $175,000

c. >5-<=10Mwac - $250,000

d. >10Mwac - $500,000

For each $1 of actual interconnection costs above the Interconnection Utility Cost Assumptions and adjustment to the Lease Rate per Acre would be calculated as follows (the "Lease Adjustment Formula"):

- Calculate the total dollar difference between the actual utility costs and the appropriate Interconnection Utility Cost Assumption (the "Increased Costs").
- Calculated the Net Present Value ("NPV") of the original lease per acre rate of $5,000 per acre, using a 5% discount rate, the respective number of acres to be leased, a 1.25% annual escalator and a term of 25 years.
- Calculate a new lease per acre rate, such that the resulting NPV, using a 5% discount rate, the respective number of acres to be leased, a 1.25% annual escalator and a term of 25 years is equal to 1.25x the Increased Costs.

The Following provides an example of this calculation:

	A	B	C	D	E	F
1	**Rent per Acre - Adjustment Calculator**					
2						
3	Increase project Costs	$ 250,000.00				
4	Change in lease costs per Acre	$ (981.22)	Use Goal Seek Function to Have B15=B3, by changing B4			
5						
6		**Original Scenario**		**Updated Scanario**		
8	Acres	20		20		
9	$/per acre	$ 5,000.00		$ 4,018.78		
10	Lease Escalation Rate	1.25%		1.25%		
11	Discount Rate	5%		5%		
12	Original NPV	$1,592,400.12		$1,279,900.12		
13	Difference in NPV	$312,500.00				
14	ITC and Depr. Factor	1.25				
15	Difference in NPV/ITC Depr Factor	$250,000.00				
16						
17	Year	Annual Rent Payment		Annual Rent Payment		
18	1	$ 100,000.00		$ 80,375.54		
19	2	$ 101,250.00		$ 81,380.23		
20	3	$ 102,515.63		$ 82,397.48		
21	4	$ 103,797.07		$ 83,427.45		
22	5	$ 105,094.53		$ 84,470.29		
23	6	$ 106,408.22		$ 85,526.17		
24	7	$ 107,738.32		$ 86,595.25		
25	8	$ 109,085.05		$ 87,677.69		
26	9	$ 110,448.61		$ 88,773.66		
27	10	$ 111,829.22		$ 89,883.33		
28	11	$ 113,227.08		$ 91,006.87		
29	12	$ 114,642.42		$ 92,144.46		
30	13	$ 116,075.45		$ 93,296.27		
31	14	$ 117,526.39		$ 94,462.47		
32	15	$ 118,995.47		$ 95,643.25		
33	16	$ 120,482.92		$ 96,838.79		
34	17	$ 121,988.95		$ 98,049.28		
35	18	$ 123,513.82		$ 99,274.89		
36	19	$ 125,057.74		$ 100,515.83		
37	20	$ 126,620.96		$ 101,772.28		
38	21	$ 128,203.72		$ 103,044.43		
39	22	$ 129,806.27		$ 104,332.48		
40	23	$ 131,428.85		$ 105,636.64		
41	24	$ 133,071.71		$ 106,957.10		
42	25	$ 134,735.11		$ 108,294.06		

The Contractor has no allowance, in the initial Price Proposal for new storm water management features, new roads longer than 300', site grading, cap repairs or tree clearing that would require stump removal (the "Excluded Costs"). To the extent a site requires work related to Excluded Costs, the Member Jurisdiction will have the opportunity to choose to either reduce the lease revenues based on the Lease Adjustment Formula to account for the Excluded Costs by replacing the Increased Costs in the formula noted above with the Excluded Costs total, or terminate the development, per written notification as required per this Section 2.12.

Additional financial benefits may be applied to the rent per acre price, or to the Member

Jurisdiction in another manner (such as a flat reimbursement fee), if the Member Jurisdiction is able to utilize grant funding from the Maryland Energy Administration, Maryland Department of the Environment or other agencies or organizations, if they become available over the course of the term of the Agreement and applicable Confirmation and Land Lease. If a Member Jurisdiction is not in agreement with any of the additional proposed adjustments to the Price Proposal, the Member Jurisdiction shall have the ability to cancel the Solar Services for that particular Designated Landfill or Municipal Solid Waste and Recycling Site under its Confirmation and Land Lease, per written notification to the Contractor. Additionally, the Member Jurisdictions shall have the ability to utilize the rent payments, either by contracting additional work through the Contractor or utilizing third party contractors, to support Designated Landfill and Municipal Solid Waste and Recycling Site benefits, to be specified in their applicable Confirmations. These benefits include but are not limited to, funding wildlife and pollinator friendly gardens, ground cover or other habitat restoration (excluding the required, permitted land rehabilitation post construction work and excluding any pollinator gardens or other measures installed and implemented in replacement of traditional landscaping, trimming and mowing as part of the Contractor maintenance responsibilities as detailed in Section 2.04, with those costs incorporated into the existing Price Proposal), anti-litter/illegal dumping, solid waste/recycling or other onsite public education signage (excluding any Solar Service specific signage, with those costs incorporated into the existing Price Proposal), solid waste/recycling collection services from clean-up events or designated containers for public use onsite, and any additional security or surveillance costs (fencing, cameras, etc.) to secure the Designated Landfill and Municipal Solid Waste and Recycling Sites (excluding any immediate fencing or security perimeters to be placed around the solar PV system installations, with those costs incorporated into the existing Price Proposal). If any Solar Services, including site specific projects and applicable equipment, are later determined that they have not met the Foreign Entities of Concern (FEOC) rules regarding safe harboring requirements, which would disqualify them from the ITC, the Contractor shall have the option to request an adjustor to the Price Proposal lease payments, if a reduction in revenue payments to the Member Jurisdiction (or Authority), is needed, documented and provided to the Member Jurisdiction and Authority in writing, in order to make the project economically feasible. The Authority and Member Jurisdiction shall have the ability to approve, in writing, the reduction in the Price Proposal lease payments. However, the Member

Jurisdictions and Authority are not liable or obligated to make any payments under the Agreement or Confirmation or Land Lease, in relation to any losses attributable to the Solar Services, including site specific projects and applicable equipment, not meeting the FEOC and ITC requirements. The Price Proposal shall be in place throughout the entire term of the Agreement. The land lease payments shall be due by the Contractor monthly, quarterly, annually (or at another frequency as determined by the Member Jurisdiction in its applicable Confirmation and Land Lease) and shall be initiated by the Contractor once the Solar Service operation has commenced, per each applicable Designated Landfill and Municipal Solid Waste and Recycling Site.

ARTICLE 3 – EVENTS OF DEFAULT; REMEDIES FOR NONPERFORMANCE; TERMINATION

Section 3.01. The following constitute Events of Default under this Agreement: the Contractor materially fails, or refuses, to comply with any of the terms of this Agreement, or a Confirmation, including (1) if the Contractor fails to provide reasonably requested Services, or fails to perform its obligations in connection with a Confirmation, and such failure is not excused under the terms of the Confirmation or by the Member Jurisdiction's failure to perform its obligations in connection with the Transaction; (2) the failure by the Contractor to execute a Confirmation reasonably requested by a Member Jurisdiction as provided in Section 1.01; (3) failure of the Contractor to provide the required invoices, revenue payments, Service reports and other information or make a required payment within 60 days after the date due pursuant to Section 2.10; and (4) as provided in Sections 3.03, 3.04, and 3.07 of this Agreement.

If an Event of Default is not cured by the Contractor within 30 days of written notice from the Member Jurisdiction, the Member Jurisdiction may terminate the applicable Confirmation. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority and/or a Member Jurisdiction to damages incurred as a result of a breach of the Agreement or of a Confirmation by the Contractor, including the cost to make alternative arrangements to obtain performance of the Solar Services should the Contractor fail to provide the Solar Services in accord with the Agreement and/or Confirmation.

Subcontractor Default means the failure of any subcontractor that is not an affiliate of the Contractor or other subcontractor or supplier (except an affiliate of the Contractor) selected with reasonable care to furnish labor, Solar Services or equipment.

Section 3.02. If a Member Jurisdiction fails to provide access to the Designated Landfill and Municipal Solid Waste and Recycling Sites for Solar Services in accordance with the Confirmation, and such failure is not excused under the terms of the Confirmation or by the Contractor's failure to perform its obligations in connection with the Transaction, then the Contractor may terminate the applicable Confirmation upon 30 days' written notice to the Member Jurisdiction.

Section 3.03. The Authority and each Member Jurisdiction reserve the right to inspect the Contractor's solar PV system installations at the Designated Landfill and Municipal Solid Waste and Recycling Sites at any time. The Authority may terminate this Agreement, or a Member Jurisdiction may terminate a Confirmation in accordance with its Land Leases.

Section 3.04. The Authority may terminate this Agreement, or a Member Jurisdiction may terminate a Confirmation, in each case, without liability to the Contractor, upon the occurrence of one any of the following conditions:

(a) An Event of Default as set forth in Section 3.01.

(b) The Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Agreement or a Confirmation.

(c) The Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of this Agreement.

(d) The Contractor fails to maintain required Insurance, the required performance bond/letter of credit, or financial responsibility requirements.

Section 3.05. Specific termination of convenience and applicable buy-out clause options may be further specified in each applicable Confirmation and Land Lease, on behalf of the applicable Member Jurisdiction.

ARTICLE 4 - TERM

Section 4.01. The term of this Agreement begins on the execution date and extends until June 30, 2055 in accordance with any applicable Confirmation and Land Lease. The Authority (with respect to the Agreement) and Member Jurisdictions (with respect to their applicable

Confirmations and Land Leases) reserve the right, at their sole option, to renew the respective contracts in accordance with their terms for up to four (4) optional five (5) year renewal terms, on the same terms and conditions to be set forth in the Agreement and Confirmation. Any Confirmation and corresponding Land Lease shall terminate according to the provisions of the Confirmation and Land Lease, but no later than the end of this Agreement. The Agreement shall terminate if all Confirmations and Land Leases terminate. Such optional renewal term (the "Renewal Term") shall be exercisable by written notice delivered by the Authority and or Member Jurisdiction, as applicable, to the Contractor, no more than six (6) months and no fewer than three (3) months prior to the expiration of the Initial Term or the Renewal Term, as applicable (each, an "Option Notice"), provided that, as of the date of delivery of such notice, no Event of Default has occurred and is continuing.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Section 5.01. On the date of this Agreement and the date of entering into each Confirmation, the Contractor represents and warrants to the Authority and each Member Jurisdiction that:

(a) It is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation, qualified to conduct business in the State of Maryland and in good standing under the laws of the State of Maryland.

(b) It has all regulatory authorizations and approvals necessary for it to legally perform its obligations under this Agreement and each Confirmation.

(c) The execution, delivery, and performance of this Agreement and each Confirmation are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable law, rule, statute or regulation order.

(d) This Agreement, each Confirmation and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms.

(e) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

(f) There is no pending or, to its knowledge, threatened against it any legal preceding that could materially adversely affect its ability to perform its obligations under this Agreement and each Confirmation.

(g) It has not employed or retained any person, partnership, or corporation, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, partnership, or corporation, other than a bona fide employee or agent, any fee, or any other consideration, contingent upon the making of this Agreement.

(h) No employee of the Authority or Member Jurisdictions, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the Contractor.

Section 5.02. Upon any breach of the representations or warranties of this Article, the Authority may terminate this Agreement without liability. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority or a Member Jurisdiction.

ARTICLE 6 - DISPUTES

Section 6.01. The Contractor and the Authority shall exercise reasonable efforts to informally resolve all disputes under this Agreement according to the procedures in Section 6.02 below, before resorting to legal action.

Section 6.02.

(a) Whenever a dispute arises under this Agreement a designated representative of each Party with authority to resolve the matter on behalf of such Party shall meet to discuss and attempt to resolve the matter.

(b) If the meeting of the designated representatives does not result in a resolution of the dispute, each Party may continue to attempt to resolve the dispute by submitting a written notice to the other Party describing the specific basis of the dispute.

(c) Within 15 calendar days after the receipt of written notice, an officer of each Party authorized to resolve such dispute shall meet and attempt to settle the dispute. If the Parties reach agreement, then they shall immediately take any action agreed upon and make any payments

required. If the Parties fail to reach agreement, then this informal dispute resolution process will be deemed concluded, and the Parties shall engage in non-binding mediation if set forth in the applicable Confirmation.

Section 6.03. After unsuccessfully concluding the informal dispute resolution proceedings and mediation, if applicable, as described in Section 6.02 above, either Party may then resort to any legal recourse available to obtain resolution of the dispute. Formal disputes shall be governed by, subject to, and construed in all respect in accordance with the laws of the State of Maryland, without reference to the conflict of laws and rules thereof.

Section 6.04. The provisions of this Article 6 shall not limit the rights of the Parties to terminate this Agreement in accord with its provisions or affect the effectiveness of a termination of this Agreement or a Confirmation made in accordance with the provisions of this Agreement.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 7.01. The Contractor shall comply with all applicable federal, state and local legal and regulatory requirements in the performance of its obligations under this Agreement and any Confirmation. The Contractor shall obtain and maintain, at the Contractor's own expense, any licenses, permits or insurance needed to comply with such requirements. During the term of this Agreement, the Contractor shall not at any time be in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits.

Section 7.02. The Contractor shall conduct itself in a manner consistent with its status as a contractor of the Authority and each Member Jurisdiction under the terms of this Agreement and any Confirmation and shall neither hold itself out as, nor claim to be, an agent, representative, officer or employee of the Authority or a Member Jurisdiction by reason hereof, and shall not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an agent, representative, officer or employee of the Authority or a Member Jurisdiction. Nothing herein shall be construed as authorizing the Contractor to enter into any contract or agreement, or to incur and obligation whatsoever, on behalf of the Authority or a Member Jurisdiction.

Section 7.03. The Contractor shall indemnify and hold harmless the Authority and its governing

board, members (including the Member Jurisdictions under Confirmations), officers, agents, and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, (including those related to bodily injury, sickness, disease or death sustained by any person or persons or on account of injury or damages to or destruction of any property), directly or indirectly arising out of, relating to or in connection with the performance of the Contractor or its officers, employees, agents or subcontractors, or omission of any act in connection with this Agreement (including any Confirmation and Land Lease), unless it is the result of intentional misconduct or gross negligence of the Authority and/or Member Jurisdiction; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, including reasonable attorneys' fees. The provisions of this Section 7.03 shall survive, and shall continue in full force and effect for a period of three years following the termination or expiration of this Agreement, but only to the extent that the act or event giving rise to indemnification hereunder occurred prior to such termination or expiration and only to the extent the Contractor is provided with written notice of a claim under the indemnification provisions of this Section 7.03 on or before the expiration of such three year period.

The Contractor shall repair, or cause to be repaired, at its own expense, all damage to Member Jurisdiction facilities, buildings, grounds, equipment, vehicles, or property caused by the Contractor or employees, subcontractors, or agents of the Contractor. Such repairs shall be made immediately after the Contractor's awareness of the damage, or written notice by the Authority or Member Jurisdiction, but in no event more than thirty (30) days after Authority or Member Jurisdiction written notice to the Contractor has been provided.

Section 7.04. The Contractor shall procure, as necessary, and maintain, until the termination of this Agreement, the insurance at the limits described in Exhibit B. The Contractor shall maintain the minimum insurance coverages required by this Agreement and ensure that the insurance policy will not be canceled, interrupted or otherwise modified to the potential detriment of the Authority without first providing the Authority with 30 days advance written notice (or such other written notice as may be provided by law) of such cancellation, interruption or modification.

Section 7.05. Prior to the start of the term of the Agreement, the Contractor shall provide the Authority with a performance bond or letter of credit in the amount of $10,000.00 (the "Agreement

Bond"). Prior to the start of the term of the Confirmation the Contractor shall provide the Authority with a performance bond or letter of credit in the amount of $10,000.00 per each Confirmation.

Any performance bond or letter of credit must be in effect in accordance with the terms as outlined in Exhibit D and for the term of this Agreement (including any renewal or option periods) and must be substantially in the form set forth in Exhibit D to this Agreement. In the event of that the Contractor secures a performance bond or letter of credit for a Confirmation that expires prior to the end of the term of the Agreement, and such bond is not renewed to cover the remaining term, the Contractor shall secure a replacement performance bond or letter of credit, in the same amount, at least 30 days prior to the expiration of the original performance bond or letter of credit.

Section 7.06.

(a) The Contractor shall not release, other than to the Authority or a Member Jurisdiction, or publish any information, reports, or documents relating to work performed under this Agreement without the prior express written consent of the Authority except for information, reports or documents already in the public domain, already in possession of the Contractor, received from a third party with a right to disclose such information or required to be disclosed by operation of law.

(b) The Contractor has a special duty to the Authority and each Member Jurisdiction to maintain confidentiality of documents, information and records that come under the Contractor's control. The Contractor shall refer to the Authority any and all requests for information from persons other than employees of the Contractor, the Authority or a Member Jurisdiction.

Section 7.07. The Contractor and the Authority hereby acknowledge and agree that (a) the Authority is entering into this Agreement on behalf of and for the benefit of each Member Jurisdiction, (b) under no circumstances shall the Authority (i) have any obligation or liability to the Contractor or a Member Jurisdiction under any Confirmation, or in connection with any Land Lease or (ii) be obligated to perform any obligation of the Member Jurisdiction.

Section 7.08 The Contractor shall not assign this Agreement or any Confirmation or its rights hereunder or thereunder without the prior written consent of the Authority and the Member Jurisdiction (in the case of a Confirmation), which consent may be withheld in the exercise of the

Authority's and Member Jurisdiction's sole discretion. Any assignment is in violation of this Section 7.08 and shall be null and void.

Section 7.09. The Contractor shall not discriminate or permit discrimination against a person because of race, color, religion, national origin, sex, sexual orientation, gender identification, age, marital status, or physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of the employment and shall comply with all applicable laws regarding equal opportunity and non-discrimination. This provision is a material term of this Agreement.

Section 7.10. This Agreement shall be governed in accordance with the laws of the State of Maryland without reference to the conflict of laws rules thereof. The Contractor and the Authority hereby agree that any legal proceedings which may arise under this Agreement shall be brought in the Circuit Court of a Member Jurisdiction which is a party to the Confirmation(s) at issue in the dispute. The Contractor agrees that it shall submit to the jurisdiction of that Circuit Court for the purposes of all legal proceedings that may arise under the Agreement.

Section 7.11. If any provision hereof shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

Section 7.12. This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Contractor and the Authority.

Section 7.13**.** All notices, consents, approvals and requests ("Notices") provided for or permitted to be given under this Agreement must be in writing, submitted by mail or email. Notices to the Authority or the Contractor must be delivered to such Party at the address for such Party set forth in the first paragraph of this Agreement or to the following email addresses:

Northeast Maryland Waste Disposal Authority: authority@nmwda.org

Contractor: _____

Notices shall be (a) sent by certified U.S. Mail with return receipt requested (with confirmation thereof) or (b) delivered personally (including delivery by private courier services) or (c) emailed to the email addresses provided in this Section 7.13, or otherwise, as provided in writing by the designated representative of each Party. Such Notices shall be deemed to be duly given when

received unless the day of receipt is not a business day, in which case such delivery shall be deemed to be made as of the next succeeding business day.

Signatures appear on the next page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Attest:

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

_____
Name Date

By: _____
Name:
Title: Executive Director

Attest:

CONTRACTOR

_____
Name Date

By: _____
Name: _____
Title: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL

EXHIBIT B
INSURANCE REQUIREMENTS

General Insurance Requirements

A. Company shall not commence services until Company has obtained, at Company's own expense, all of the insurance as required hereunder and such insurance has been approved by Authority. Approval of insurance required of Company will be granted only after submission to Authority of original certificates of insurance signed by authorized representatives of the insurers.

B. Company shall require its Subcontractors to maintain insurance during the term of the Agreement, to the same extent required of Company.

C. All insurers underwriting Company's insurance must be allowed to do business in Maryland and acceptable to Authority. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or higher in the latest evaluation by A. M. Best Company, unless Authority grants specific approval for an exception.

D. D. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until thirty (30) days prior written notice has been given to Authority

E. Insurance provided to Authority and its directors, officers and employees by Company shall be primary, and any other insurance, coverage or indemnity available to Authority and its directors, officers and employees shall be excess of and non-contributory with insurance provided by Company.

F. If any liability insurance purchased by Company has been issued on a "claims made" basis, Company must comply with the following additional conditions.

Company must either:

1. Agree to provide certificates of insurance to Authority evidencing the coverages for a period of two years after the Agreement terminates or expires, whichever is earlier. Such certificates shall evidence a retroactive date no later than the beginning of the services under this Agreement, or

2. Purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date the Agreement terminates or expires, whichever is earlier and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services under this Agreement.

Company's Liability Insurance for the Northeast Maryland Waste Disposal Authority under the Master Service Agreement must be maintained throughout the term of the Agreement.

The Company's Liability Insurance also applies to the Member Jurisdictions under the Master Service Agreement and their applicable Confirmations and Land Leases, however, under each Land Lease, the Company may provide additional insurance for the applicable Member Jurisdiction as part of each applicable Land Lease, post construction, under each applicable Confirmation.

Company shall purchase the following liability insurance coverages for not less than the limits specified below or required by law, whichever is greater:

1. Commercial general liability insurance that insures against claims for bodily injury, property damage, and personal and advertising injury arising out of or in connection with services under this Agreement, whether such operations be by Company, its employees or Subcontractors or their employees. The minimum limits of liability for this insurance are as follows:

   - $1,000,000 combined single limit - each occurrence
   - $2,000,000 combined single limit - general aggregate
   - $2,000,000 combined single limit - products/completed operations aggregate

   This insurance shall include coverage for all of the following:

   - Any general aggregate limit shall apply per project;
   - Liability arising from premises and operations;
   - Liability arising from the actions of independent contractors;
   - Liability arising from products and completed operations;
   - Contractual liability including protection for Company from bodily injury and property damage claims arising out of liability assumed under this Agreement; and
   - Liability arising from the explosion, collapse and underground (XCU) hazards.

   This insurance shall name Authority and its directors, officers and employees and the affected Member Jurisdiction(s) and its directors, officers and employees as insureds with respect to liability arising out of or in connection with services under this Agreement, and must include a waiver of subrogation; the certificate of insurance must so state this.

2. Business auto liability insurance with a minimum combined single limit of $1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of:

   - The maintenance, use or operation of any auto; and

- Contractual liability including protection for Company from bodily injury and property damage claims arising out of liability assumed under this Agreement.

3. Workers compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits and must include a waiver of subrogation:

   - $100,000 each accident for bodily injury by accident;
   - $100,000 each employee for bodily injury by disease; and
   - $500,000 policy limit for bodily injury by disease.

4. Umbrella excess liability or excess liability insurance with minimum limits of:

   - $1,000,000 each occurrence;
   - $1,000,000 aggregate other than products/completed operations and auto liability; and
   - $1,000,000 products/completed operations aggregate, and including all of the following coverages on the applicable schedule of underlying insurance:
   - commercial general liability;
   - business auto liability; and
   - employer's liability.

   This insurance shall name Authority and its directors, officers and employees as insureds with respect to liability arising out of or in connection with services under this Agreement, and must include a waiver of subrogation; the certificate of insurance must so state this.

Additional Liability Insurance requirements for the Company and any subcontractor during the term of the Agreement, and any applicable Confirmation and Land Lease:

5. Environmental Liability Coverage

   The Company shall acquire and maintain Environmental Impairment Liability Insurance including sudden, non-sudden and gradual exposure, for all of the Company's operations hereunder, including but not limited to disposal of Waste pursuant to the Agreement. The Company shall purchase limits of $1,000,000 per occurrence and $2,000,000 annual aggregate for any release of toxics or hazardous Waste or other hazardous substance requiring monitoring, cleanup or corrective action under CERCLA. A combination of primary and excess coverage is acceptable, provided that there are no pollution exclusions in either policy and a waiver of subrogation is included.

   The Company must provide the Authority with evidence that the disposal site owner carries insurance for site property damage. In addition, the Company must

provide the Authority with evidence that the disposal site, if a landfill, carries environmental impairment liability insurance for that site of at least $10,000,000.

EXHIBIT C

REQUEST FOR EXPRESSIONS OF INTEREST

EXHIBIT D

FORM OF PERFORMANCE BOND AND LETTER OF CREDIT

FORM OF PERFORMANCE BOND

_____
Principal

_____
Business Address of Principal

_____
Surety

a corporation of the State of _____ and authorized to do business in the State of Maryland.

Obligee
Northeast Maryland Waste Disposal Authority, Maryland

Penal Sum of Bond
(express in words and figures)

Date of Contract: _____, 2026
Date Bond Executed: _____, 2026

Master Service Agreement for Solar Design, Build and Operation.
Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such ability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Northeast Maryland Waste Disposal Authority (the "Authority"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Agreement."

NOW, THEREFORE, during the term of said Agreement, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and

2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

In the event that Surety issues an annual performance bond and determines not to issue a continuation certificate or elects not to renew such annual bond, Surety will provide notice of such determination to the Obligee, in writing and at least forty-five (45) days prior to the date of expiration of the bond. The failure or inability of the Principal to file a replacement bond or other security (prior to the expiration of the current bond) in the event the Surety determines not to renew an annual bond shall constitute a loss to the Obligee recoverable under the current bond or any extension thereof.

Whenever Principal shall be declared by the Authority to be in default under the Agreement, the Surety may within fifteen (15) days after notice of default from the Authority notify the Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Authority thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal

_____ as to _____ (SEAL)

Witness

…….....

In Presence of: Partnership Principal

Witness

_____ (SEAL)

Name of Partnership

_____

(SEAL)

_____

(SEAL)

_____

(SEAL)

.....

Corporate Principal

Attest: (Name of Corporation)

_____ _____

Corporate Secretary President

AFFIX CORPORATE SEAL

.....

Attest:

_____ By: _____

Title Signature

AFFIX CORPORATE SEAL

Business Address of Surety:

Bonding Agent's name:

Agent's Address:

FORM OF PERFORMANCE LETTER OF CREDIT

Date: _____

Ladies and Gentlemen:

1. We hereby establish, at the request of _____("the Contractor"), in your favor and for the account of The Northeast Maryland Waste Disposal Authority, a public body corporate and politic organized and existing under the laws of the State of Maryland (the "Authority"), our Irrevocable Letter of Credit, No. _____ (the "Letter of Credit"), in the amount of _____ ($_____) DOLLARS (the "Letter of Credit Amount"), effective _____ and expiring on _____ (the "Expiration Date").

2. The Letter of Credit is being issued in support of the performance by the Contractor of its obligation to provide Design, Build and Operate Solar Photovoltaic ("PV") System Installations on Municipal Solid Waste Property and Infrastructure ("Solar Services") to the Authority as set forth in the "Master Service Agreement for Solar Design, Build and Operation," dated _____, 2026 (the "Agreement").

3. We hereby irrevocably authorize you to draw on us, at sight and in one or several drawings, an amount up to the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit 1 (such draft accompanied by such certificate being collectively your "Draft"). The Draft shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft (referring thereon to the number of this Letter of Credit) upon the occurrence of an Event of Default by the Contractor and the subsequent exercise by the Authority of its rights under the Agreement, all in accordance with the terms of such Agreement.

4. The Draft shall be dated the date of its presentation, and shall be presented to our office located at [NAME OF FINANCIAL INSTITUTION] and [ADDRESS OF FINANCIAL INSTITUTION]. If we receive your Draft at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with the provisions hereof and your payment instructions by 5:00 p.m. on the next succeeding Business Day after presentation of your Draft. For purposes of this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or public holiday under the laws of the Maryland. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft by 5:00 p.m. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft and the reasons that we are

not honoring the same. Upon being notified that the Draft was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft to you or to any other person.

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.

Very truly yours,

[NAME OF FINANCIAL INSTITUTION]

By: _____
Name: _____
Title: _____