

Woodbridge Board of Education
40 Beecher Road
Woodbridge, CT 06525

12/12/2017

Reference is made to the Solar Power Purchase Agreement specified below (the "Agreement") entered into by and between Town of Woodbridge, Connecticut ("Host") and CEFIA Holdings LLC (together with its assigns pursuant to the Agreement, "Project Owner"). Capitalized terms used in this Host Letter of Acknowledgement (this "Letter") but not otherwise defined have the meanings given in the Agreement.

Under the Agreement, Project Owner installed, owns, and/or operates the System at the address listed below. As the owner and/or operator of the System, Project Owner is entitled to all attributes of System ownership, including the System's capacity, notwithstanding that the System is interconnected behind the meter of or otherwise associated with the meter identified by Host's Utility Distribution Company (UDC) Account Number specified below.

Project Owner wishes to enroll the System in one or more capacity programs operated by ISO New England ("ISO-NE"). **The participation of the System in any such capacity program will in no way affect the operation of the System or the rights or obligations of Host or Project Owner under the Agreement.** However, to enable such participation, Project Owner requests that Host provide the following acknowledgements and consents with respect to the System and the associated UDC Account Number specified herein:

1. Host owns, or otherwise has full authority to execute this Letter in respect of the UDC Account Number listed below (each, an "**Account**"):

Meter Number	UDC	UDC Account Number	Service Address	Power Purchase Agreement Effective Date
1	UI	100000251246	40 Beecher Road, Woodbridge, CT 06525	March 31, 2015

2. As between Project Owner and Host, Project Owner has the exclusive right to the capacity of the System.

3. Project Owner shall have the right to manage or allow the management of the participation of the capacity of the System in the capacity programs, including the right to (i) use the associated UDC Account Number to enroll, manage, and track such participation; (ii) report details related to the operation of the System to the capacity program, including electricity production of the System; and to disclose information relating to the foregoing, including, without limitation, Host's utility bills associated with the UDC Account.

4. Host shall have no liability or responsibility as a result of the participation of the System in any capacity program, and Host shall not be entitled to any compensation arising from either.

5. This Letter and the consents and acknowledgements made herein shall remain in full force and effect for so long as the Agreement remains in effect.

HOST

Woodbridge Board of Education

By: _____

Name:

Title:

Date:

PROJECT OWNER

CEFIA Holdings LLC

By: _____

Name:

Title:

Date:

