

This Agreement, #COG-2114A, entered into as of the first of September in the year of 2021.

MASTER AGREEMENT

between

Cooperative Council of Governments

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

Ameresco

111 Speen Street
Suite 410
Framingham, Massachusetts 01701

and

Equalis Group LLC

5550 Granite Parkway, Suite 298
Plano, Texas 75024

Table of Contents

SECTION 1. RECITALS	1
SECTION 2. BUSINESS TERMS	2
2.1. <u>Appendices</u>	2
2.2. <u>Terms in Appendices</u>	2
2.3. <u>Utilization of Products & Services</u>	Error! Bookmark not defined.
2.4. <u>Personnel & Equipment</u>	2
2.5. <u>Rates & Charges</u>	2
SECTION 3. TERMS & CONDITIONS	2
3.1. <u>Independent Contractors</u>	Error! Bookmark not defined.
3.2. <u>Operational Control</u>	Error! Bookmark not defined.
3.3. <u>Technical Systems; Intellectual Property</u>	Error! Bookmark not defined.
3.4. <u>Confidentiality</u>	2
3.5. <u>Indemnification</u>	3
3.6. <u>Notice & Opportunity to Defend; Limitations & Thresholds</u>	4
3.7. <u>Ameresco Insurance</u>	4
3.8. <u>Termination Rights</u>	4
3.9. <u>Effects of Termination</u>	5
3.10. <u>Audit of Ameresco</u>	5
3.11. <u>Force Majeure</u>	5
3.12. <u>Notices</u>	5
3.13. <u>Waiver</u>	6
3.14. <u>Governing Law; Invalidity</u>	6
3.15. <u>Modification</u>	6
3.16. <u>Assignment</u>	6
3.17. <u>No Third-Party Beneficiaries; Survival of Representations</u>	6
3.18. <u>Entire Agreement</u>	6
3.19. <u>Execution in Counterparts</u>	7
3.20. <u>Titles, Headings & Recitals</u>	7
3.21. <u>Nondiscrimination & Intimidation</u>	7
APPENDIX A: TERM OF AGREEMENT; NOTICES	9
APPENDIX B: PRODUCTS & SERVICES; PRICING	10

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**"), effective as of September 1, 2021 (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio non-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), Ameresco, Inc., a Delaware corporation with its principal place of business at 111 Speen Street, Suite 410, Framingham, Massachusetts 01701 ("**Ameresco**"), and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Master Agreement, CCOG, Ameresco, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under **Section 501(c)(3)** of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued request for proposal ("**RFP**") #COG-2114 dated January 29, 2021, for contracting on behalf of Equalis Group Participants for energy management services ("**Products & Services**") and awarded a contract to Ameresco as the lowest responsive and responsible bidder.

H. Ameresco desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

I. CCOG and Equalis agree to make the Products & Services from Ameresco available to Equalis Group Participants and Ameresco agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement, #COG-2116A.

J. CCOG and Equalis acknowledge and agree that any and all references in this Master Agreement to “Products & Services” shall be deemed to refer only to those products and services expressly set forth on Appendix B hereto. CCOG and Equalis further acknowledge and agree that this Master Agreement applies only to the provision of those Products & Services expressly set forth on Appendix B hereto, and not to any other products or services which Ameresco, Inc., or any subsidiary or affiliate of Ameresco, Inc., may provide to its customers at any time and from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. Appendices. Ameresco agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Master Agreement and the appendices attached hereto and made a part of this Master Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

- (i) **Appendix A** defines the Term of this Master Agreement and Addresses for Notices.
- (ii) **Appendix B** sets forth the Products & Services and pricing available to Program Participants under this Master Agreement.

2.2. Terms in Appendices. In all cases where the terms of this Master Agreement and any Appendices disagree, the terms in the Appendix shall control.

2.3. Utilization of Products & Services. Ameresco and Program Participant shall enter into a separate written agreement (each, a “**Customer Agreement**”), pursuant to which Ameresco shall provide Products & Services to Program Participants on terms and conditions consistent with those provided in this Master Agreement and the Appendices, and otherwise mutually agreeable to Ameresco and such Program Participant.

2.4. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Ameresco. Ameresco agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

2.5. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Ameresco agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in **Appendix B**.

SECTION 3. TERMS & CONDITIONS

3.1. Confidentiality.

(a) **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the

Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, at Disclosing Party's expense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

3.2. Indemnification.

(a) **Ameresco Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Ameresco shall indemnify, and hold harmless ("**Indemnifying Party**") CCOG and Equalis, and their respective officers, directors, employees, agents, subcontractors, suppliers, and all Equalis Group Participants subject to this Master Agreement (the "**Indemnified Party**") from and against any and all third party claims and related liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person ("**Losses**") to the extent they are caused by gross negligence, or willful misconduct of the Indemnifying Party or its employees, agents, subcontractors, and suppliers.

(b) **CCOG Indemnification.** Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Ameresco, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or noncompliance with applicable laws.

(c) **Equalis Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Equalis shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Ameresco, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified

Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.

(d) In no event shall any Party be liable for special, incidental, consequential, punitive, or indirect damages related to this Agreement, including but not limited to, loss of profits or increased energy supply costs arising from or related to this Agreement, regardless of whether such liability is based in contract, tort, strict liability or otherwise. In no event shall Ameresco’s liability hereunder exceed the total amount of the fees received by Ameresco under the applicable Customer Agreement. Ameresco shall have no liability for failure to meet any goals or targets, the inaccuracy of any market predictions or assumptions underlying any of Ameresco’s recommendations, the default or bankruptcy of any third party including but not limited to, energy suppliers and energy transportation and distribution companies, or any opportunity foregone as result of any of Ameresco’s recommendations.

3.3. Notice & Opportunity to Defend; Limitations & Thresholds.

(a) **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

(b) **Liability.** Notwithstanding any other provision of this Master Agreement, in addition to the limitations set forth in Section 3.2(d) above, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party’s insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

3.4. Ameresco Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Ameresco, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Ameresco’s performance of its duties under this Master Agreement maintain general liability insurance, (at a minimum, in the amount of \$1,000,000 per occurrence/\$4,000,000 annual aggregate) and automobile insurance in the amount of \$1,000,000 applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Ameresco’s provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as additional insureds on Ameresco’s related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation or nonrenewal and ten(10) days for non-payment of premiums of any such policies. Ameresco shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Ameresco shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

3.5. Termination Rights. The Parties shall have the termination rights set forth below.

(a) **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, and any of the foregoing is not lifted, dismissed or stayed within sixty (60) days thereafter, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

(b) **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

(c) **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation (which shall be cured by the breaching Party within ten (10) business days after receipt of notice from the non-breaching Party(ies)), the non-breaching Party(ies) shall provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in **Appendix A**.

3.6. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Ameresco shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Ameresco shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

3.7. Audit of Ameresco. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Ameresco's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted at the auditing Party's sole cost and expense, upon reasonable notice to Ameresco and so as not to unreasonably interfere with Ameresco's business or operations.

3.8. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by the affected Party, civil commotion, closing of the public highways not caused by the affected Party, government interference, government orders, mandates or regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Ameresco may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

3.9. Buy American requirement. (for New Jersey and all other applicable States) If applicable, Ameresco may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act, in the performance of the Products & Services. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

3.10. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered

personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

3.11. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

3.12. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. If any Party initiates a suit, each Party shall be responsible for its own attorneys' fees and costs. Notwithstanding the foregoing, if any legal action is brought to enforce a final, non-appealable judgment, order or decision by a court of competent jurisdiction secured by one Party against the other Party arising out of a dispute in this Agreement, the prevailing Party in such legal action shall be entitled to seek to recover reasonable attorney's fees and costs in connection with such action.

3.13. Modification. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

3.14. Assignment. This Master Agreement and the rights and obligations hereunder may not be assigned by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Ameresco and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Ameresco or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

3.15. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

3.16. Entire Agreement. This Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Ameresco's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

3.17. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

3.18. Titles, Headings & Recitals. The Preamble to this Master Agreement is hereby incorporated herein and made part of this Master Agreement. The Recitals stated within this Master Agreement are deemed to be a part of this Master Agreement. The titles and headings of the sections and paragraphs of this Master Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Master Agreement.

3.19. Nondiscrimination & Intimidation.

(a) Ameresco expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Ameresco, its subcontractors, or any person acting on a Ameresco's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) Ameresco expressly agrees that Ameresco, any of its subcontractors, or any person on behalf of Ameresco or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

(c) Ameresco expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

**THE COOPERATIVE COUNCIL OF
GOVERNMENTS, INC.**

By: _____

Name: Scott A. Morgan

As: CCOG Board President

Date: _____

AMERESCO, INC.

By: _____

Name: Derek Dixon

As: Chief Executive

Date: _____

EQUALIS GROUP, LLC.

By: _____

Name: Eric Merkle

As: SVP, Sourcing & Operations

Date: _____

APPENDIX A: TERM OF AGREEMENT; NOTICES

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. The Term.

This Master Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Master Agreement will remain in effect for approximately five (5) years and expire on August 31, 2026 (the "**Termination Date**") unless extended or unless otherwise terminated or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed at any time by the mutual written consent of the Parties (each a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the "**Term.**"

2. Addresses for Notices.

a. If to CCOG:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

b. If to AMERESCO:

Ameresco, Inc.
Attn: General Counsel
111 Speen St.
Framingham, MA 01701

and with copy to:

Ameresco, Inc
Kathy Abernethy, Director
5550 77 Center Dr., Suite 380
Charlotte, NC 28217

c. If to EQUALIS:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway, Suite 298
Plano, Texas 75024

APPENDIX B: PRODUCTS & SERVICES; PRICING

The following terms and conditions will apply to any purchase or utilization of the Products & Services from Ameresco. This Appendix may be modified at any time with the mutual written consent of Ameresco and Equalis.

1. **Energy Procurement Services.** Ameresco will perform electric and natural gas procurement which includes the services below:
 - (a) Assign an account manager to oversee all aspects of service to Program Participant throughout the Term of the Agreement, and to coordinate the efforts of Ameresco's supply management personnel.
 - (b) Collect as baseline data:
 - i. 12 months of energy history (bill images or billing information) for Facilities for which RFP's will be performed
 - ii. Copies of any current supply contracts
 - (c) Develop RFP (request for proposal) documents to solicit offers from viable suppliers in accordance with approved strategies.
 - (d) Manage RFP processes, be available to answer questions from potential suppliers and/or Customer related to the process, and provide a written recommendation with supporting analysis to Customer regarding the chosen supplier, price, term, and contract documents.
 - (e) Assist in contract execution. Ameresco will provide a review of any potential agreement and work with Customer attorneys/liaisons to complete negotiations with the potential supplier (such contract review not to be considered a substitute for Customer's own legal review).

2. **Consulting Services.** Consulting services made available to Program Participants by Ameresco include, but are not limited to, sustainability (assisting in the purchase of RECs or including renewable generation in a retail energy agreement), alternative fuels procurement, and rare tariff review.

3. **Asset Planning Software.** AssetPlanner® is a hosted, modular software system that enables the management of buildings and assets from a capital planning, operations and maintenance, energy and sustainability and lease management perspective. Each aspect of AssetPlanner® contains specific modules and support services that allow clients to create an asset management framework and contribute towards TCO (total cost of ownership) reporting. Software subscription to modules can occur with any combination of modules. AssetPlanner® also provides mobile applications available on Apple and Android devices for certain modules. The specific modules within AssetPlanner® with supporting services include:

a) <u>AssetPlanner® Software Modules</u>	
<u>Energy Management Suite</u>	
Energy & Sustainability Suite	Monitor, measure, and manage energy and utility information, and interval data, for any type of utility meter
Analytics Planner Module	Monitor real time data for building equipment and mitigate operational drift through performance monitoring
<u>Capital Planning Suite</u>	
Asset Planning Module	Manage risk, liabilities, and forecast capital needs for buildings and assets
Project Planning Module	Planning, budgeting, and management of capital projects and programs
Audit Planner Mobile App	Smartphone/tablet app for onsite data validation (FCAs), integrated with software suite
<u>Maintenance Management Suite</u>	

Service Request Module	Manage work orders and demand maintenance activities
Preventative Maintenance Module	Manage proactive, recurring/planned maintenance and inspection activities
Maintenance Planner Mobile App	Smartphone/tablet app for onsite implementation and management of SR/PM activities
<u>Contract Management Suite</u>	
Lease Planner Module	Manage lease information and track key performance indicators and contractual thresholds

b) <u>ASG Supporting Services</u>	
<u>Energy Management Suite</u>	
Utility Bill Management Services	Ongoing data management services to acquire utility bills, validate, and report
Accounts Payable File Integration	Ongoing production of a monthly, and bespoke, AP file from utility billing information
Energy Star Portfolio Manager Integration	Ongoing monthly reporting to ESPM from E&S module
Ad-hoc Consulting Services	To be determined support and advisory services - i.e., energy analysis, energy management, carbon reporting, etc.
<u>Capital Planning Suite</u>	
Asset Reviews	One-time engagement involving stakeholder engagement and interviews to incorporate and refine lifecycle profiles
Facility Condition Assessments	One-time engagement to perform visual, non-intrusive, assessments of buildings and validate conditions
Ad-hoc Consulting Services	To be determined support and advisory services - i.e., analyst support, facilities master plans, funding study, etc.
<u>Maintenance Management Suite</u>	
Asset Tagging / Bar Coding	One-time engagement to create asset ID tags / bar codes to help track and measure asset performance
Ad-hoc Consulting Services	To be determined support and advisory services - i.e., O&M studies, Proactive Maintenance studies, etc.

The definition of Products & Services may be amended from time to time upon the mutual written agreement of Ameresco and Equalis.

4. Pricing for Products & Services

Pricing for Products & Services can be found in **Exhibit A - Contract Pricing**.

5. Price Adjustments

Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by a formal cost justification letter.

Ameresco must honor previous prices for thirty (30) days after approval and written notification from Equalis Group if requested.

It is Ameresco's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.