

March 31, 2022

Mr. Dan Siegel
UN-School House LLC
c/o Birch Creek Development, LLC
880 Apollo Street, Suite 333
El Segundo, CA 90245
Email: utility@birchcreekdev.com

RE: Notice of Force Majeure Event dated February 15, 2022

Dear Mr. Siegel:

Reference is made to that certain Power Purchase Agreement between UN-School House LLC (“**Company**” or “**Seller**”) and Constellation NewEnergy, Inc. (“**Buyer**”) dated as of September 15, 2021 (the “**PPA**”). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the PPA.

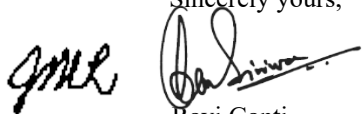
On March 21, 2022, Buyer received your follow-up notification (“**March 21st Notice**”) to the original Notice of Force Majeure Event claim received on February 15, 2022 (“**February 15th Notice**”). The February 15th Notice stated that the force majeure was caused by “engine failure on a boat transporting racking equipment for the Facility supplied by GameChange Solar (“**Supplier**”)”, which resulted in delivery delays. Buyer rejected Seller’s claim of Force Majeure because the February 15th Notice did not provide sufficient information for Buyer to determine if the circumstances described met the definition of Force Majeure as set forth in the PPA.

Within the March 21st Notice, Seller submitted further evidence supporting the Force Majeure claim, including the letter received by Seller from the Supplier describing the particulars of the fire and details of the investigation taking place to determine the cause thereof. The description of the actions taken by the Seller and its Supplier has been reviewed and acknowledged by Buyer. Seller went on in the March 21st Notice to provide an update on when deliveries of the racking equipment are expected to begin and noted that once on-site deliveries of equipment commence, Buyer will be notified.

After reviewing the March 21st Notice, Buyer will accept Seller's Force Majeure claim with the understanding that, per the PPA, the Seller will use commercially reasonable efforts to remedy the Force Majeure and shall expeditiously take commercially reasonable efforts to remedy the Force Majeure and shall expeditiously take commercially reasonable action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is reasonably dictated by the problem. Furthermore, when Seller is able to resume performance of its obligations under this Agreement related to the Force Majeure event, it shall give Buyer prompt telephonic notice (followed by written notice) to that effect and shall promptly resume such performance.

If you have any questions regarding this letter, please contact Thomas Flanagan at Thomas.Flanagan@constellation.com.

Sincerely yours,



Ravi Ganti
SVP, Portfolio Management & Analytics

cc: UN-School House LLC
Attn: utility@pgrenewables.com
130 Roberts Street
Asheville, NC 28801