STATE OF MARYLAND
MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND CLEAN ENERGY CENTER
AND CLIMATE ACCESS FUND CORPORATION

THIS AGREEMENT (the "Agreement" or "MOA"), is made as of the 5th day of October, 2023, (the "Effective Date") by and between the **MARYLAND CLEAN ENERGY CENTER**, a body politic and corporate and public instrumentality of the State of Maryland ("MCEC") and **CLIMATE ACCESS FUND CORPORATION**, a nonprofit green bank, ("CAF""), referred to herein collectively as the "Parties" or "Coalition Partners", and each as "MCEC or "CAF" respectively, or a "Party. This agreement is entered into by the Parties specifically in relation to the grant application, being submitted by MCEC on behalf of the State of Maryland and Coalition Partners as specified therein, for the Federal Environmental Protection Agency's ("EPA") Solar for All Discretionary Grant.

The Parties mutually agree to the following:

1. Specific Purpose:

   a. Background. This initiative, undertaken collectively by a broad group of Coalition Partners in alignment with the U.S. EPA Solar For All grant competition requirements, strives to bring significant financial resources to the State of Maryland in order to expand the number of low-income and disadvantaged communities incentivized for distributed solar investment. If awarded, this Coalition will not only ensure that thousands of low-income households obtain access to affordable, resilient, and clean solar energy, but also will establish replicable processes to facilitate future targeted investments in clean energy.

   b. Relationship of the Parties.
      i. MCEC will be the primary applicant for and recipient of EPA Solar for All grant funds, and upon award will serve as grant administrator providing overall grant management, reporting and compliance to meet defined deadlines.
      ii. MCEC will facilitate cooperation and coordination among Coalition Partners, and will execute and manage contractual agreements between sub-recipients, private sector, and government partners.
      iii. CAF may be a sub-recipient and as such may administer certain

activities in accordance with US EPA Solar for All grant requirements. CAF will be responsible for all necessary reporting to MCEC as required by the terms of the Solar for All grant.

iv. CAF may, but is not obligated to, enter into an Agreement with MCEC or other Coalition Partners to access services and technical assistance from MCEC and/or other Coalition Partners in relation to grant deliverables.

v. CAF, through MCEC, may, but is not obligated to, enter into a site use and/or lease agreement with Coalition Partners for purposes of developing, installing, operating, and/or financing solar infrastructure.

vi. **Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship other than that of grantor/grantee between the Parties or any beneficiaries of either Party, and the grantor/grantee relationship will be defined in a forthcoming Subgrant Agreement.**

c. Prohibited Uses. CAF shall not use any of the grant funds to carry on propaganda or otherwise attempt to influence legislation to influence the outcome of any specific public election; to carry on, directly or indirectly, any voter registration drive; to award grants to individuals for travel, study, or other similar purposes.

d. Grant Amount and Payment Schedule.

i. The Parties agree that the forthcoming grant funds will be expended to support the purposes of the EPA Solar For All grant. Grant Purposes, Funding awards, and terms for distribution of funds will be determined upon notice of the grant award and that funding awards and terms for distribution of funds will be determined pending notice of the grant award.

ii. The Parties understand that all parties shall be responsible for providing their share of the costs as committed in any associated project budget.

iii. CAF shall provide MCEC with immediate written notification (i) of any inability to expend the grant funds for the grant purposes; and (ii) prior to any expenditure of grant funds deviating from the grant purposes. Any expenditures deviating from the grant purposes shall require prior written approval by MCEC.

2. Term of Agreement. Performance under this agreement commences on such date grants funds are awarded by the EPA (the "Commencement Date") and continues until the Parties have completed the work and projects described in this Agreement, but in any case, no later than [five] years following the Commencement Date.

3. Project Administrators. MCEC designates Amy Gillespie, Grant Management and Compliance Officer, and CAF designates Janelle Gendrano, Deputy Director, to serve as Project Administrators for this Agreement. Contact between MCEC and CAF regarding matters relative to this Agreement and the forthcoming Subgrant Agreement may be coordinated through the Project Administrators. The Project Administrator may be changed with written notice to the other Party.

4. Non-Assignment. MCEC and CAF may not, during the term of this Agreement or any renewal or extension of this Agreement, assign or subcontract all or any part of its rights or obligations under this Agreement without the mutual consent of both parties.

5. Amendment of Agreement. This Agreement may be amended only as MCEC and the CAF mutually agree in writing. Except for the specific provision of this Agreement which is amended, the Agreement will remain in full force and effect after such amendment.

6. Compliance with Law. Both Parties shall comply with all applicable laws and regulations in the course of performing its obligations set forth in this Agreement. MCEC agrees to administer and disburse future grant funds in compliance with all applicable related U.S. and State of Maryland laws.

7. Publicity and Acknowledgment. Regarding publications, press releases, and visual aids of public presentations, CAF will commit to the following:

a) CAF will receive written consent from MCEC prior to inclusion in the aforementioned communication materials.

b) CAF will recognize MCEC as a sponsor of the activities funded by the grant funds in the aforementioned public communications made in connection with the grant purposes, unless MCEC indicates otherwise.

8. Recordkeeping and Reporting. MCEC and CAF shall maintain records of receipts and expenditures related to use of the grant funds, and shall provide such records to MCEC who may, at any time and at its own expense, examine, audit, or have audited the records of CAF insofar as and solely to the extent that they relate to activities supported by the grant funds or carried out pursuant to this Agreement. MCEC and CAF shall retain all records relating to the subject of this Agreement for 3 years after the termination of this Agreement.

9. Withholding and Repayment. MCEC reserves the right to discontinue, modify, or withhold any payments or to require a total or partial refund of any grant funds if, in MCEC's reasonable discretion, such action is necessary in connection with the following:

i. CAF has not fully complied with the grant purposes or with terms and conditions of this Agreement in any material respect;
ii. CAF failed to comply with the material requirements of any law or regulation applicable to this grant;
iii. By action or omission, CAF or any of its representatives have committed fraud with respect to the grant purposes; or
iv. Any report or communication by CAF to MCEC is found to be inaccurate or misleading in any material respect.

10. Termination. MCEC may terminate this Agreement at any time if CAF materially fails to adhere to the terms and conditions of this Agreement and does not cure such failure within a period of thirty (30) days after receipt of written notice.

11. Drug and Alcohol-Free Workplace. MCEC and CAF shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this Agreement.

12. Entire Agreement. This Agreement represents the complete and final understanding of MCEC and CAF. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

13. Political Contributions. CAF shall not use any future grant funds to make contributions:

i. to any persons who hold, or are candidates for, elected office;
ii. to any political party, organization, or action committee; or
iii. in connection with any political campaign or referendum.

IN WITNESS WHEREOF, the undersigned have executed this **MOA** as of the date set forth above.

WITNESS:

By: _____

Name: Mary Sirois

MARYLAND CLEAN ENERGY CENTER:

By: _____

Name: I. Katherine Magruder

Title: Executive Director

Date: October 5, 2023

WITNESS:

By: _____

Name: Janelle Gendrano

CLIMATE ACCESS FUND CORPORATION:

By: _____

Name: Lynn Heller

Title: CEO

Date: October 5, 2023