

POWER PURCHASE AGREEMENT

For

**Town of Brookline, Heath School
100 Eliot Street
Brookline, Massachusetts 02467**

Dated as of

between

Town of Brookline, Host
Public Schools of Brookline, Access Manager
333 Washington Street
Brookline, Massachusetts 02445

and

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**”) is entered into as of _____, 20____, by and between Town of Brookline (“**Host**”), the Public Schools of Brookline (“**Site Access Manager**”), and Solect Energy Development LLC, (“**Solect**” or “**Provider**”) a Massachusetts limited liability company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of the PowerOptions Program, organized by PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated September 1, 2015 governing the terms and conditions of Provider’s participation in the PowerOptions Small Solar Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period, an Operations Period, and an Expiration Period. As used herein, “Term” shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the date set forth above (date of signed Agreement) and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at the earliest of: date that the Host purchases the Project, date of default by Host or Provider, Date of Expiration by Force Majeure, or 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Commercial Operation Date occurs.

(d) Extensions. On the month of the eighteenth (18th) anniversary of the Commercial Operation Date, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

(e) Early Termination by Host. The Host may terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the Project by the Construction Start Date, in accordance with Section 4(d). If construction has commenced by the Construction Start Date and the Host terminates the Agreement during the Initial Period, Host shall be responsible to reimburse Provider for costs incurred to date.

If Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, Host is entitled to Delay Liquidated Damages. Further, Host may terminate this Agreement with no liability whatsoever if the Commercial Operations Date is 60 days after the Guaranteed Commercial Operation Date; or in accordance with Section 4(h) Hazardous Materials.

If Host terminates the Agreement after the Commercial Operations Date without purchase of the Project, except due to a default of this Agreement by Provider, Host shall pay the Provider the Early Termination Amount. The Early Termination Amount shall be Provider's sole and exclusive remedy on account of such termination. Upon Host's payment to Provider of the Early Termination Amount, the Operations Period shall terminate automatically.

3. ACCESS RIGHTS.

(a) Access Specifications. Host hereby grants Provider and its designees (including Installer) reasonable access to the Premises for the Term unless extended by mutual agreement, pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises as designated on Exhibit D for purposes of designing, installing, operating, maintaining, repairing, and removing the Project. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site. A specific access plan must be approved by the Host's Director of Public Buildings and prior to and during the installation process. Access related to maintaining, repairing or removing the Project must for each instance be approved by the Director of Public Buildings.

(ii) Utilities & Communication Cables. The access to utility and/or electrical lines and communications cables across the Site as designated on Exhibit D. The location of any such electrical lines and communications cables outside the areas designated on Exhibit D shall be subject to the Host's Director of Public Buildings approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site.

(b) Remote Monitoring. Host, in coordination through the Information Technology Director, will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project. The Provider shall maintain adherence to the Host's security policy as defined by the Information Technology Department.

(c) Access to Premises. For the Term of this Agreement, Host hereby grants to Provider all reasonable rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Access to the site for the Provider's employees, contractors and subcontractors is subject to prior clearance by the Director of Public Buildings, including: (i) CORI form submission; and (ii) fingerprint-based state and national criminal history record information check utilizing the Massachusetts SAFIS program. A specific access plan must be approved by the Director of Public Buildings and the Principal of the School prior to and during the installation process. Access related to maintaining, repairing or removing the Project must for each instance be approved by the Director of Public Buildings and the Principal of the School. Host hereby covenants that Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host and Site Access Manager agree not to conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host and Site Access Manager shall take all reasonable steps to limit access to the Project to Provider, Installer, its employees, contractors or subcontractors. The Host and Principal of the School or their designee shall implement and maintain reasonable and appropriate security measures at the Premises to prevent Host's employees, invitees, agents, contractors, subcontractors and other third parties from having unrestricted access to the Project and to prevent theft, vandalism or other actions from occurring that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Project.

(e) Temporary storage space during installation or removal. Host and Site Access Manager shall make best efforts to provide sufficient space at the Premises or in the public Right-of-Way for the temporary storage and staging of tools, materials and equipment and for

the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, Operations Period or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording Provider's License. Provider may record a Notice of it's License in the land records regarding its Access Rights under this Agreement, and Host agrees to cooperate with executing the Notice upon Provider's request.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; and to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider, at its own cost shall perform and determine a structural analysis of the Host's site to determine feasibility, safety, and to ensure the proper install, maintenance, and operation of the solar system. Provider shall provide a copy of the building permit, a stamped engineering drawing and related structural engineering analysis to the Director of Public Buildings prior to Commencement of Construction. Provider will do nothing that violates the roof warranty, and will hire a roofing contractor certified by the roofing material manufacturer to provide continuation of warranty documentation to Host.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises if: (i) Provider determines that the Premises, as is, is insufficient to accommodate the Project; (ii) there exists site conditions or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed; or (iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises. If Provider gives Host notice of such Termination of Development Activities, the Expiration Date shall be effective as of the delivery of such notice without any further liability of the Parties to each other, provided that: Provider shall not be released from equipment removal and site restoration obligations described in Section 9(f); the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At a time coordinated with the Director of Public Buildings and the Principal of the Site or their designee during the Initial Period, upon at least ten (10) Business Days notice to Host's Director of Public Buildings, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibits D and E, without approval from the Host's Building Commissioner and the Director of Public Buildings.

(d) Construction Commencement Deadline. If Provider has not commenced the installation of the Project on the Premises before the Construction Start Date, Host may deliver notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to each other, provided that: Provider shall not be released from equipment removal and site restoration obligations described in Section 9(f); the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise the Director of Public Buildings and the Principal of the Site or their designee of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by the Director of Public Buildings, on the progress of installation of the Project and shall notify the Director of Public Buildings when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be

established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Provider shall provide the Director of Public Buildings an anticipated schedule of regular routine testing and maintenance. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm Monday through Friday, and 8:30 am to 6:00 pm on Saturdays, in a manner that minimizes interference with Host / Site Access Manager, and their employees, visitors, students, tenants and licensees and their customers to the extent commercially practical. Provider shall ensure all contractors comply with the Town's Noise By-Law. Provider shall, and shall cause its contractors to, keep the Site clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by the Director of Public Buildings for conduct of business on the Site.

(h) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider and Installer or negligently caused to be released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify the Director of Public Buildings and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site or negligently caused to be released to the Site by Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(i) Site Security. The Host and Site Access Manager will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Project. The Director of Public Buildings will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Director of Public Buildings shall, as quickly as reasonably practicable, within two working business days, or longer in the event of unsafe conditions such as ice cover, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful misconduct on the part of Host or the Site Access Manager's security, Provider shall bring no claim against Host or the Site Access Manager based upon performance of their security personnel.

(j) Provider System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give the Director of Public Buildings notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Director of Public Buildings will agree upon a reasonable shut down duration. Provider shall not schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(k) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(l)(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Reporting. Provider shall provide the Host and Site Access Manager access to a web-based portal that displays daily solar power production and historical production data.

(iv) Testing and Correction.

A. Host's Right to Conduct Tests. Each Party and/or its representatives shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least twenty (20) days prior written notice to the Director of Public Buildings of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Director of Public Buildings with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken between the Provider and the Host to resolve any disputes regarding the accuracy of the meter:

(1) If either the Provider or the Host disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Provider and the Host are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be: replaced or adjusted to correct, such inaccuracy, (2) the Provider and the Host shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4(1)(ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the

amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the “Electricity Surplus Quantity”), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(1) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that the Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of Project with the Local Electric Utility shall be indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (a) failure, damage or downtime attributable to third parties not onsite on behalf of Provider or Host, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of, and not caused by, the Provider, (c) a Force Majeure Event, (d) variability due to weather, (e) acts or omissions of Host of any of its obligations hereunder that directly limits the generation of electricity from the Project, or (f) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the average applicable tariff rate per kWh that Host would have paid for full requirements, delivered electric service from its Local Electric Utility during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host's Director of Public Buildings with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email, addressed as follows:

To Host: Town of Brookline
 333 Washington Street
 Brookline, Massachusetts 02445
Attention: Director of Public Buildings
Email: csimmons@brooklinema.gov

(d) Payment. Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host's Director of Public Buildings. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host's Director of Public Buildings objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If the Director of Public Buildings does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Host be responsible for any Interconnection Obligations.

(i) Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law, the Applicable Solar Program and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces a production excess, then the Parties agree that (a) Host shall be entitled to the associated Net Metering Credits, (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host, and (c) Host (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

(c) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program related to this Project. Host, through the Town Administrator, shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this paragraph 7(c) is limited to any payments actually received by Host regarding this Project.

(d) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(e) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in

preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(f) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in executing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly notify the Provider and request Provider to invoice the Town this amount, separate from any other payments by the Host to the Provider.

(g) Neither Party is A Utility. Neither Party shall assert that the other Party is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's and Host's obligations or performance under this Agreement.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) Project Ownership. Except as provided in Section 9, Provider (including any successors or assigns) or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens") and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that

Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Provider (and/or Financing Party), stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Provider's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access Rights.

(e) Service Contract. Since this Agreement provides for the sale of electric energy from the Project, which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986, as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. Host shall have the option to purchase the Project at intervals listed in Exhibit B, consistent with the greater of either (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the System as determined by mutual agreement of Host and Provider; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Host and Provider shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project. If Host desires to exercise this option, it shall within ninety (90) days prior to the Applicable Anniversary Date notify Provider of its election to exercise the option, and on

or before such Applicable Anniversary Date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall also have the right to purchase the Project from Provider following the last day of the month in which the twentieth (20th) anniversary of the Commercial Operation Date occurs (“End of Term Purchase Date”) at the then Fair Market Value of the Project. Fifteen to nine months prior to the End of Term Purchase Date, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal and purchase the Project at this amount. If Host does not accept the Fair Market Value of such appraisal within ten (10) days of receiving the appraisal from Provider, the Host and Provider shall meet to discuss the appraisal. If they are unable to reach agreement about the Fair Market Value within twenty (20) days of the Host’s receipt of the appraisal from Provider, the Host and Provider may engage and share the costs equally to procure the services of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. The Host may purchase the Project at the amount determined by the independent appraiser.

(c) Transfer of Ownership. Upon Host’s notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Within 10 days of the payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer’s warranties on the Project, or portions thereof, to Host. Provider will coordinate with the Director of Public Buildings a mutually convenient time within 30 day of the date of sale to conduct a training of Host staff on the operation, upkeep, repair and maintenance of the Project and for ninety (90) days thereafter, be available by telephone to answer questions regarding same. The provisions of this Section 9(c) shall survive any termination of this Agreement due to a transfer of ownership to the Host.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host’s purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host’s purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall, at Provider's expense, cause the Project to be disconnected and remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date or Expiration Date due to a Force Majeure Event. The Provider shall return the Premises and Site to its original condition, except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's and Provider's covenants pursuant to Section 16 shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises and Site in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises and Site to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

(g) Decommissioning Assurance. No later than the beginning of the nineteenth (19th) year of the Operations Period, Provider shall establish the Decommissioning Assurance, and shall select the form and amount of such Decommissioning Assurance, subject to the approval of Host, not to be unreasonably withheld, conditioned or delayed. Failure to timely establish and/or fund in accordance with this paragraph such Decommissioning Assurance shall constitute a Provider Event of Default, for which the Host shall be entitled to exercise any of the remedies for default afforded under Section 19.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) consecutive days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such Host Requested Shutdown period (but not including periods of Force Majeure or Allowed Disruption Times as defined below), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology. For the purpose of this clause

10 (a), Provider and Host agree that during years 4 through 20 (but not years 1 through 3) of the Term of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each (“Allowed Disruption Time”) during which the Project shall be rendered non-operational by Provider. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes. The Host exercising its right to the Allowed Disruption Time shall in no way effect the Performance Guarantee set forth in Section 5.(b).

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give the Director of Public Buildings notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party, but said approval shall not be unreasonably withheld. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount as specified in 10(a), Host Requested Shutdown.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider, Host shall be excused for the period of deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Host will be excused for the period of Interconnect deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the existence of the Project on the Premises, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Host for such tax. Provider may enter a PILOT agreement with the Host.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Provider shall maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Provider shall also provide any additional insurance which may be required from time to time by any legal or regulatory authority affecting the Premises or operation of the Project.

(b) Insurance Certificates. Provider shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Provider's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the Host written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Provider's insurance policy shall be written on an occurrence basis and shall include the Host as an additional insured as its interest may appear. Provider's insurer shall waive all rights of subrogation against the Host except in the case of the Host's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

(e) Host's Self-Insurance. The Host is a Massachusetts municipality and, pursuant to General Law Chapters 90 and 258, maintains a program of self-insurance. This program fulfills the insurance requirements of this Agreement and shall be available to pay claims brought by Provider for which Host is legally liable. The program is funded each year by Town Meeting and historically has a balance of between two and three million dollars to pay the Town's liability claims.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will during the Term cooperate with the other Party and provide reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such

easements shall run for the benefit of both Host and Provider. This agreement shall be amended to reflect additional expenses the Provider incurs for the expense of obtaining such easements, including payments to property owners and legal costs, and the rates payable by Host for electric energy from the Project and the Host's option to purchase the Project as described in Exhibit B shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years or (ii) the remaining term of this Agreement, but in no circumstances shall the Host's cost for electricity be increased by more than fifty percent to cover these aforesaid costs.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing. In addition, notwithstanding the foregoing, the Parties agree that the

Host is a government body subject to the Massachusetts Public Record Law and that as such, the Host and Site Access Manager may be required by law to give records to a third-party who has requested the records. The Host and Site Access Manager agree that if there is an exemption in the Public Records Law that allows it to withhold the record it will do so. However, if no exemption exists and the law requires disclosure of the record, the Host and/or Site Access Manager will disclose the record and the Parties agree that in this situation doing so is in no way a violation of this Agreement.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold Host and Site Access Manager and its directors, officers, employees, agents, volunteers, and invitees (“Host’s Indemnified Parties”), harmless from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any person or loss or damage to property to the extent arising out of Provider’s, Installer’s, or Provider’s Indemnified Parties (defined below) negligence or willful misconduct; (ii) Provider’s, Installer’s or Provider’s Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider’s employees, agents, volunteers, and invitees or by Provider or its employee, agents, volunteer and invitees causing a release of Hazardous Materials due to its negligence or willful misconduct. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host’s side of the Point of Delivery except to the extent caused by incidents on Provider’s side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort

(including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. The Parties agree that neither Host nor the Site Access Manager provides in this Agreement any express or implied indemnifications to Provider. Provider does not waive and retains any rights available to it under M. G. L. c. 258 or other Applicable Law for (i) any claim for or arising out of any injury to or death of any person or loss or damage to property to the extent arising out of Host's negligence or willful misconduct; (ii) Host's violation of Applicable Law; or (iii) the existence of or failure to properly handle or dispose of any Hazardous Materials on the Site other than Hazardous Materials brought on to the Site or negligently caused to be released on the Site by Provider or any of Provider's employees, agents, contractors, volunteers or visitors.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that Host has provided to Provider Host's complete records of the physical condition of the Premises.

17. FORCE MAJEURE.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither the Host nor Provider shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force

Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Provider and Host agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Provider and Host are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Provider and Host shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either the Host or Provider shall have the right to declare a Expiration Date by Force Majeure, effective no earlier than receipt of such notice. Upon such declaration, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(f) (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Provider and Host shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate

and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's net costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host may seek from PowerOptions a validation that the Provider's documentation that the increased net costs are accurately presented due to the Change in Law. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total net cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider in this Agreement is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure; Host Remedies. Upon a Provider Event of Default, provided that Provider or Financing Party does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

(c) Default Damages. Upon a Provider Event of Default, Host may at its sole option require Provider to remove the Project and restore the Premises to its condition prior to installation of the Project. In the event Provider fails to remove the Project, Host may remove it and restore the Premises to its condition prior to installation of the Project, normal wear and tear excepted, and Provider shall be liable for all costs related to said removal, storage and disposal of the Project and restoration of the Premises and Site, less any proceeds received for the removed Project. Host agrees to undertake such a removal of the Project as cost effectively as possible so as to limit the overall cost of the Project. In addition, upon Provider Event of Default, Host may seek to recover from Provider all Host Losses and/or pursue any other available remedies available at law or in equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within fifteen (30) days after receipt of notice from Host identifying the failure.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance as defined in Section 12 (e); or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project, cause the Project to be disconnected, and remove the Project from the Site. Provider may continue to operate the Project at the Site, sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z.

(c) Survival of Access Rights. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating the Operations Period, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate: (i) the access rights granted in Section 3 for access to and use of the Site in connection with Provider's use of the Premises; and (ii) the License referenced in Section 3(f), and Provider's use of such rights and interests shall continue until the end of the Expiration Period as shall the duties of Provider to decommission the facility in accordance with Section 9(f). Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests, other than any applicable Payment In Lieu of Taxes (PILOT) payments due to the Host.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an “Assignment”) the Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider’s obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider’s right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider’s interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period. The Financing Party's notification information is set forth in Section 24 and the Host will notify using this information, as amended from time to time by the Provider. Host is not obligated to look outside of the Agreement to determine the identity of any Financing Party, this being the sole obligation of the Provider.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) reasonably execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 10, 19(b) and 20(b)), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “**Dispute**”) within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Town of Brookline
333 Washington Street
Brookline, Massachusetts 02445
Attention: Town Administrator
Email: mkleckner@brooklinema.gov

With a copy to:
Office of Town Counsel
333 Washington Street, 6th Floor
Brookline, MA 02245
Attention: Town Counsel
Email: jhmurphy@brooklinema.gov

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision

does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by all Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), no Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any

officer or employee of the Provider or of a contractor, subcontractor or Installer of the Provider who will work at the Site.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC a Massachusetts Limited Liability Corporation

By: _____

Name (printed): James R. Dumas

Title: Manager

Town of Brookline, a Massachusetts Municipality

By its Select Board

Raul Fernandez

Ben Franco

Bernard Greene

Heather Hamilton

Nancy Heller

ADDITIONALLY, on this _____ day of _____, the **Brookline School Committee** hereby authorizes access to School properties and Public Schools of Brookline employees' participation as specified in this Power Purchase Agreement.

Suzanne Federspiel, Chair

GLOSSARY OF TERMS

“Access Rights” means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Anniversary Date” means the anniversary of the month and day of the Commercial Operations Date.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SRECs), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Business Day” means a day other than Saturday, Sunday, or other day which is a legal holiday in Massachusetts.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; (v) is requested by the public and is therefore required to be disclosed pursuant to the Massachusetts Public Records Law; or (vi) materials specifically designated by the Provider as not Confidential Information.

“Construction Start Date” is 180 days from the date of this Agreement. The Construction Start Date shall be extended day-by-day for Force Majeure Events and if, due to no fault of Provider and notwithstanding Provider’s commercially reasonable efforts, and diligence to obtain approval from the Local Electric Utility for connection of the Project, interconnection approval is not obtained within 60 days after the Effective Date.

“Decommissioning Assurance” means financial security in the form of an escrow account, letter of credit, bond or other form of security reasonably acceptable to the Host, in a sufficient amount to cover removal of the Project from the Premises and restoring the Premises to substantially its pre-construction condition existing on the Commencement Date, ordinary wear and tear excepted, as certified by an engineer or other qualified professional registered to practice in the Commonwealth of Massachusetts.

“Delay Liquidated Damages” means the daily payment of \$0.250/day/kW DC, not to exceed \$15/kW DC. , plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time.

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” means an amount determined in accordance with Exhibit B, as of the Applicable Anniversary Date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Effective Date” means the Date this Agreement is signed.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the State of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production” means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit E.

“Expiration Date” means the date on which the Initial Period or Operations Period terminates for any reason including but not limited to a default of a Party.

“Expiration Date by Force Majeure” – as defined in Section 17(d).

“Expiration Period” means the 90 days following the Expiration Date.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Events may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or

subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Future Environmental Benefits” means any Environmental Benefits that arise at a date following the date of the signed Agreement.

“Future Improvements” means a change to equipment beyond that described in Exhibit D of this Agreement that significantly increases the efficiency or power production beyond the initial installation design.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Guaranteed Commercial Operation Date” means one year from the Effective Date, which shall be extended day-by-day for Force Majeure Events. The Guaranteed Commercial Operation Date shall also be extended day-for-day if, due to no fault of Provider and notwithstanding Provider’s commercially reasonable efforts, and diligence to obtain approval from the Local Electric Utility for connection of the Project, interconnection approval is not obtained within 60 days after the Effective Date.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means the Town of Brookline and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host, Site Access Manager, or Provider, as the context shall indicate. “Parties” means Host, Site Access Manager, and Provider.

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment specified on Exhibit D to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development LLC and its successors and assigns.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

As set forth below, the \$/kWh rate will be determined by the Incentive value of the Preliminary Statement of Qualification awarded by the SMART Program Administrator on behalf of the Massachusetts Department of Energy Resources. Upon receipt of such approval, Provider shall forward a copy to Host, confirming the applicable SMART Incentive and PPA Rate.

Block	5	6
Incentive	0.14379	0.13513
PPA Rate	0.1	0.108

Notes:

1. The price/kWh reflects an annual Payment In Lieu of Taxes (PILOT) amount in the amounts shown on Exhibit A-1. In the event that the contracted annual PILOT amount differs from the amount in Exhibit A-1, the Host and Provider agree to adjust the price/kWh in Exhibit A, "Energy Purchase Prices", to reflect the difference in tax payments from the amount assumed in Exhibit A-1.

2. The price/kWh reflects 2021 Installation and the corresponding Federal Investment Tax Credit value.

EXHIBIT A-1

PILOT AMOUNTS

Year	PILOT Amount
1	\$ 2,672
2	\$ 2,592
3	\$ 2,514
4	\$ 2,439
5	\$ 2,366
6	\$ 2,295
7	\$ 2,226
8	\$ 2,159
9	\$ 2,094
10	\$ 2,032
11	\$ 1,971
12	\$ 1,912
13	\$ 1,854
14	\$ 1,799
15	\$ 1,745
16	\$ 1,692
17	\$ 1,642
18	\$ 1,592
19	\$ 1,545
20	\$ 1,498

EXHIBIT B

EARLY TERMINATION AMOUNTS

Year of System Term (following Commercial Operations Date)	Early Termination	Early Purchase
1	\$1,074,401	N/A
2	\$853,177	N/A
3	\$797,613	N/A
4	\$775,376	N/A
5	\$717,682	N/A
6	\$658,823	N/A
7	\$598,728	\$502,998
8	\$571,681	N/A
9	\$543,240	N/A
10	\$513,317	\$408,711
11	\$481,820	N/A
12	\$450,484	N/A
13	\$417,479	N/A
14	\$382,701	N/A
15	\$346,036	\$224,769
16	\$307,366	N/A
17	\$272,983	N/A
18	\$241,399	N/A
19	\$208,573	N/A
20	\$177,243	N/A

EXHIBIT C

DESCRIPTION OF SITE and ENCUMBRANCES

100 Eliot Street, Brookline, Massachusetts

The land and improvements thereon known as and numbered 100 Eliot Street, Brookline, Massachusetts, sometimes being known as Heath School consisting of land conveyed to the Town of Brookline from Eben W. Reed by deed dated July 31, 1902 and recorded with the Norfolk County Registry of Deeds in Book 927, Page 208 as modified by the acceptance of Reservoir Road as a public way in 1910, the acceptance of Eliot Crescent as a public way in 1917, a divisional line shown on the Town of Brookline Assessor's Atlas dated 1934 for a separate Town owned parcel for Fire Station Number 4, and the discontinuance of part of Eliot Street as a public way in 1971.

EXHIBIT D

DESCRIPTION OF PREMISES

The Premises for the Project includes locations where solar equipment will be installed and accessed for maintenance for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site.

Site Plan – SED - Brookline Heath School - 3991 – 222.7 kWDC – 150.1 kWAC
100 Eliot Street, Brookline, MA, 02467

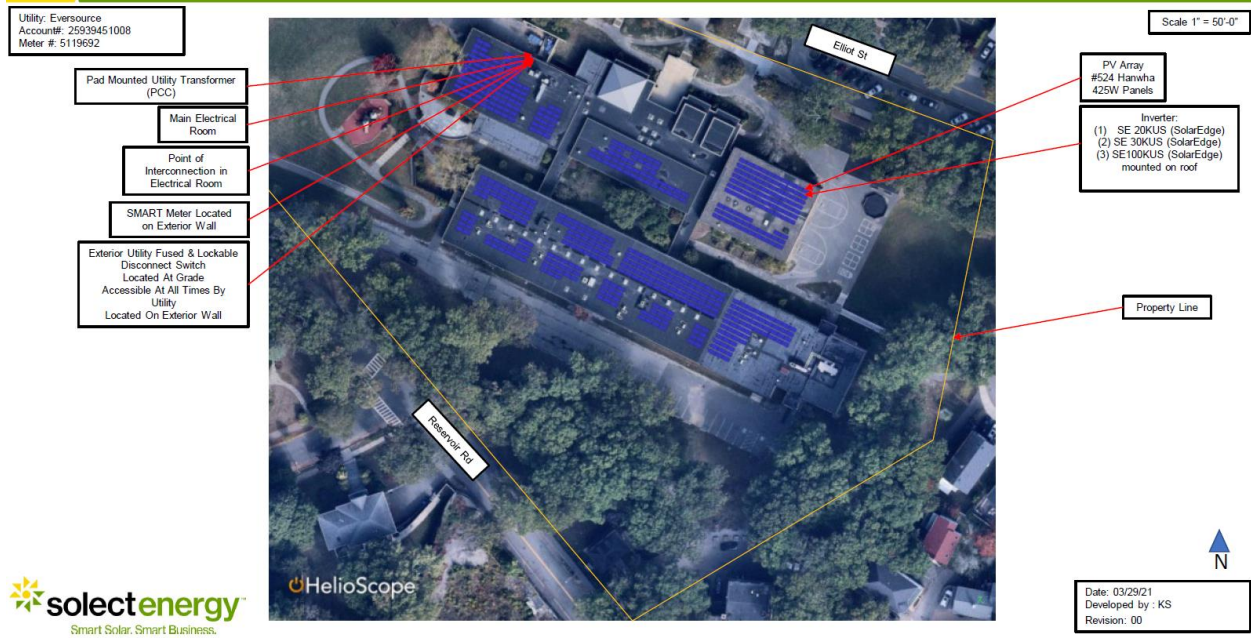


EXHIBIT E

DESCRIPTION OF PROJECT

The Point of Delivery shall be the Local Electric Utility SMART meter.

The Project is an integrated system of equipment, assembled as a ballast mounted foundations, solar photovoltaic modules mounted atop them to a height roughly 15" above roof surface, interconnected to the main electric service at the Site, and is comprised of:

Roughly 524 x 425Watt Tier 1 solar photovoltaic modules or equivalent

Roughly 4 SolarEdge Solar Inverters or equivalent

Rapid Shut Down system

Ecolibrium EcoFoot2, Panelclaw, or equivalent racking system

Revenue Grade solar kWh production monitoring system

Ground level electrical disconnect equipment

Combiners, conduits, conductor wires

Balance of system components and materials

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	249,869	11	236,462
2	248,495	12	235,161
3	247,128	13	233,868
4	245,769	14	232,582
5	244,417	15	231,302
6	243,073	16	230,030
7	241,736	17	228,765
8	240,407	18	227,507
9	239,084	19	226,256
10	237,770	20	225,011

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

EXHIBIT G

INSURANCE REQUIREMENTS

Provider shall carry and maintain, for the life of this contract, all insurance as specified below, and in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/herself or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the Town of Brookline as an additional insured and amounts of such insurance shall be as follows:

INDEMNITY

The Provider agrees to indemnify and defend the Town of Brookline and hold harmless the Town of Brookline from any and all claims, demands, loss, liability, causes of action, suits, judgments, liabilities and expense for property damages and/or injury to, or death of persons, arising or in any manner growing out of any of the Providers's activities in connection with work under this contract, as to the work of the contractor, his agents or employees. The contractor shall assume the defense and save harmless the Town of Brookline and its individual officers, employees or agents from said claims arising out of the work of the contractor. The Town reserves the right to select outside counsel to defend any such actions, such outside counsel being subject to the approval of the Provider and not to be reasonably withheld or delayed, to defend any such actions.

PROVIDER INSURANCE OBLIGATION

Prior to starting work on this contract, the Provider shall deposit with the Town of Brookline, certificates from insurers clearly stating that the required insurance policies have been issued to the Provider and will remain in effect during the time period required to complete the contract. The certificates must be in a form satisfactory to the Town and must be sent annually to the Town by July 31st each year under the length of this contract. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, Owned, Non-owned and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, which ever are greater.

The Provider agrees to take all precautions for safety while conducting the work so as to prevent injuries or damages to persons or property on the assigned job site. The Provider agrees that it shall possess and maintain throughout the contract period/project insurance in the kinds and amounts as follows:

A. Commercial Liability:	
General Aggregate	\$2,000,000.00
Products Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Limit	\$1,000,000.00

Each Occurrence	\$1,000,000.00
Fire Damage	\$ 100,000.00
Medical Expenses	\$ 5,000.00

B. Automotive - For all owned, non-owned, hired and leased vehicles:

Each Occurrence Combined Single Limit	\$1,000,000.00
or	
Bodily injury - each person	\$1,000,000.00
- each accident	\$1,000,000.00
Property damage - each occurrence	\$1,000,000.00

C. Umbrella:

Combined single limit	\$1,000,000.00
General aggregate	\$1,000,000.00

D. Worker's Compensation

Coverage A	STATUTORY
Coverage B Each Accident	\$ 500,000.00
Disease - Policy Limit	\$ 500,000.00
Disease - Each Employee	\$ 500,000.00

The Provider may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The Town of Brookline must be an additional insured on any such umbrella policy.

ADDITIONAL INSURED

The Town of Brookline must be named as an additional insured on the ENTIRE liability policy. The Insurance Certificate must be written in the name of the Town of Brookline as an Additional Insured in order to protect the interest of the Town from any liability which might be incurred against it as a result of any operation of the Provider, its installer, subcontractors, or their employees.

NOTICE The policy must contain a notation the insurer will give 30 days notice to the Town of Brookline prior to cancellation, change or non-renewal of the policy.

OCCURRENCE Notice of Occurrence is to be given to the Director of Buildings

CARRIER RATING Carriers MUST have an A.M. Best rating of A or better.

EXHIBIT H

FORM OF LICENSE

This License (“License”) is executed as of the ____ day of _____, 20__, by and between **Town of Brookline**, a municipal corporation existing under the laws of the Commonwealth of Massachusetts having a business address of 333 Washington Street Brookline, Massachusetts 02445 (“Licensor” or the “Town”), and **Solect Energy Development LLC** (“Licensee” or “Solect”) a limited liability company, having an office at 89 Hayden Rowe Street, Hopkinton, Massachusetts 01748.

WHEREAS, Licensor is the owner or holder of certain real property located at _____ (the “Site”), as depicted in Exhibit C of the Agreement (as defined below).

WHEREAS, the Licensee intends to construct or cause to be constructed, installed, maintained, repaired and removed in accordance with the Agreement (as defined below) a Solar Photovoltaic Project (the “Project”) on the roof of and other portions of Site (the “Premises”) to the extent depicted on Exhibit A herein).

WHEREAS, Licensor and Licensee consents to the Project, as further described in the Power Purchase Agreement (the “Agreement”) for the Project dated the ____ day of _____, 20__, and subject to the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to the Agreement, and for and in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Premises and Related Rights. Licensor grants the non-exclusive privileges of entry, construction, and use of the Site and Premises, together with other privileges set forth in this License and in accordance with the terms and conditions set forth in the Agreement, and Licensee accepts the same, upon the terms and conditions hereinafter. Licensor hereby also grants to Licensee, for a period co-terminus with the Agreement, a non-exclusive license to access the Project and the Premises across or through the Site and any surrounding or nearby premises owned or leased by Licensor, passage through which is necessary or convenient to install or gain access to the Project, provided same does not unreasonably interfere with any other activities of Licensor. Notwithstanding the foregoing, access to the Site for the installation of the Project shall be as further described in the Agreement.

2. Project Construction, Installation and Operation.

(a) Licensor hereby consents to the construction of the Project by Licensee on the Site, which includes solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. The Project shall be designed, engineered, and constructed in accordance with the standards, terms and conditions set forth in the Agreement.

(b) Licensee shall also have the right from time to time during the term hereof with reasonable care and subject to the standards, terms and conditions of the Agreement:

(i) to install and operate the Project on the Site;

(ii) to maintain, clean, repair, replace and dispose of part or all of any of the Project (in the case of replacement and disposal, with Licensor's written consent);

(c) Licensor acknowledges that the installation of all or a portion of the Project will require installation and physically mounting and adhering parts of the Project to the building, structure and fixtures appurtenant to the Site, and consents to such mounting or adhering, as applicable, provided the same is done in accordance with and subject to the terms of the Agreement. Should the installation, operation, cleaning, repair, replacement, disposal or removal of the Project cause damages to the Premises, Licensee shall be responsible to repair the Premises to its original condition, normal wear and tear excepted.

3. Project and Output Ownership.

(a) Licensor acknowledges and agrees that Licensee or one of its affiliates or assignees is or will be the exclusive owner and operator of the Project, and that all equipment comprising the Project shall remain the personal property of Licensee, or its successor in interest, and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. At the request of Licensee, Licensor shall make any necessary filings to disclaim the Project as a fixture of its respective Site, including in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Licensee. Licensee shall prepare and bear the costs of recording any necessary filings. Licensor's sole responsibility shall be to review the filings for accuracy and to execute the filings.

(b) Licensor acknowledges that Licensee is the exclusive owner of electric energy generated by the Project and owner of all environmental attributes and tax attributes attributable to the Project, according to the terms of the Agreement.

4. Representations and Warranties, Covenants of Town.

(a) Licensor's Title to Premises. Licensor represents that Licensor has good and lawful title to the Site and that, so long as Licensee is not in default under the Agreement, beyond all applicable notice and cure periods, Licensor covenants that Licensee shall have license to use of and access to the Site and the Premises for the purposes set forth herein and in the Agreement without hindrance to or interference with or molestation, throughout the term of this License, in accordance with the terms of the Agreement.

(b) No Interference With and Protection of Project. Other than the activities that Licensor presently conducts at the Site, and subject to requirements of Applicable Laws,

Licensor will not conduct discretionary activities on the Site that have a reasonable likelihood of causing material damage, impairment or otherwise materially and adversely affecting the Project.

(c) Utilities. Licensee shall be responsible for paying for Station Power during the term of this License. For purposes of this License, “Station Power” shall mean electric energy consumed in the start-up and operation of the Project, which is distinct from the alternating current output of the Project.

(d) Insolation. Subject to the requirements of Applicable Laws, Licensor shall not construct or permit to be constructed any structure on the Site and Premises that could materially and adversely affect Insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation other than those that may be emitted from the normal operation of the buildings presently located on the Site or from vehicular traffic. Licensee shall have permission to remove any such vegetation on the Site that impedes insolation to the Project, following express authorization from the Licensor, which shall not be unreasonably withheld, conditioned, or denied and consistent with section 13 (b) of the Agreement, Licensor agrees to reimburse Licensee for costs incurred to remove any such vegetation on the Site.

(e) Notice. Each Party shall notify the other within twenty-four (24) hours following the discovery by it of any material malfunction of the Project or interruption in the supply of electricity from the Project. Each Party shall designate and advise the other Party of personnel to be notified in the event of such an emergency. Licensor shall have no duty or obligation to monitor, observe, or check upon the Project or its operation; Licensor shall have the right, but not the obligation, to address any emergency condition arising from the Project that Licensor in good faith believes presents or will likely present a threat to public health and safety; and any good faith failure of Licensor to provide the notification required in this paragraph shall not constitute a default or breach of the Agreement by Licensor.

(f) Agreement. Any representation, warranty, or covenant of Licensor with respect to this License in the Agreement is incorporated as if fully set forth herein.

5. Representations and Warranties, Covenants of Licensee.

(a) Hazardous Materials. Rights and obligations with respect to Hazardous Materials are set forth in the Agreement.

(b) Regulatory Status. Licensee represents and warrants that it is not a public service company, electric company, or electric distribution company as defined under the laws of the Commonwealth of Massachusetts.

(c) Agreement. Any representation, warranty, or covenant of Licensee with respect to this License in the Agreement is incorporated as if fully set forth herein.

6. Term and Termination. The term of this License shall be coterminous with the Agreement (the “Term”), including any extensions thereof. Upon expiration or earlier termination

of the Agreement, unless the Agreement is extended by agreement of the Parties in accordance with any terms allowing for the same, and notwithstanding the 60 day removal time period in the Agreement, Licensee shall remove the Project and any part thereof, at Licensee's expense, within 90 days, and extended if necessary due to seasonal or force majeure event(s), and shall repair any damage caused by the Project or its removal, except for normal wear and tear, and Licensor shall allow Licensee access to the Site and Premises for such purposes. Should the Parties agree to transfer Project ownership pursuant to the Agreement, Licensee will not remove the Project from the Premises.

7. **Compliance.** The use of the Site during the term hereof shall at all times comply with the terms of this License, the Agreement, and all applicable laws, statutes, building codes, ordinances, rules and regulations.

8. **Existing Matters.** This License is subject to all covenants, rights-of-way, and other matters of record of the Site Area.

9. **Indemnity.** Licensee shall defend, indemnify and hold Licensor harmless from and against any and all claims, actions, demands, costs, expenses (including reasonable attorney fees) or liabilities (collectively, "Liabilities") actually incurred by the Licensor as a result of damage to persons or property caused by the negligent acts and omissions or intentional misconduct of Licensee, or any party acting by, through or under Licensee, only in exercising the rights granted under this License, exclusive of any Liabilities arising out of any negligent acts or omission of the Licensor, or any party acting by, through or under Licensor.

10. **Insurance.** Licensee shall maintain a general liability policy of insurance covering Licensee's activities on the Site as described in the Agreement.

11. **Taxes.** Responsibility for taxes shall be as described in the Agreement.

12. **Casualty or Condemnation.** In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated, and Licensee shall have the right to terminate this License without further obligation.

9. **Intentionally Omitted.**

10. **Recording.** This License need not be recorded, but Licensor and Licensee shall execute a recordable form Notice of License complying with Massachusetts law and satisfactory to Licensee.

11. **Assignment.** Except as provided in Sections 10(e) and 21(a) of the Agreement, which are expressly incorporated herein and made applicable to this License, neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this License, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Licensor, Licensee may assign its rights and obligations hereunder to an Affiliate of Licensee.

12. Miscellaneous.

(a) Licensors agree to transfer the License to any successor in interest to the Project during the term, and successor shall accept the License for the remainder of the term. In addition, if Licensor were to revoke the License, Licensee shall be entitled to the Early Termination Amount, provided the revocation of the License was not due to a default of the Licensee.

(b) Waiver. No failure of any party to exercise any power given to such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

(c) Amendment. The provisions of this Agreement shall not be amended in any manner except by a written instrument, duly executed by the parties hereto.

(d) Governing Law. This Agreement and all of the provisions hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(e) Agreement. Any matter not expressly addressed herein shall be controlled by the terms of the Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Licensee has executed this Agreement effective as of the date first above written.

LICENSEE:

By: _____

Signature: _____

Title:

LICENSOR:

By: _____

Signature: _____

Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ date of _____, 20__ before me, the undersigned notary public, _____ proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as, a _____

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ date of _____, 20__ before me, the undersigned notary public, personally appeared James R. Dumas, Manager of Solect Energy Development LLC, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Solect Energy Development LLC, a Massachusetts limited liability company.

Notary Public
My Commission Expires:

EXHIBIT A
DESCRIPTION OF SITE and ENCUMBRANCES