

POWER PURCHASE AGREEMENT

This Power Purchase Agreement is made and entered into as of December 8, 2011 (the "*Effective Date*"), by and between EarthWind Energy LLC, a Nevada limited liability company ("*Seller*") and The Town of East Bridgewater, Massachusetts ("*Buyer*"). Seller and Buyer may be referred to herein collectively as the "*Parties*," and individually as a "*Party*." All capitalized terms used and not otherwise defined herein shall have the meanings set forth in Article 1.

Recitals

A. The Parties desire to promote renewable energy generation in the Town of East Bridgewater, Massachusetts.

B. Seller plans to design, permit, finance, construct, own and operate one or more solar photovoltaic generating facilities with an aggregate generating capacity of up to 2.5 megawatts (alternating current) (collectively, the "*Project*") to be located on the Property (as defined in Exhibit A attached hereto), a site within the electric service territory of Massachusetts Electric Company d/b/a National Grid and the Southeast Massachusetts (SEMA) load zone as designated by the independent system operator for the region, ISO-NE, Inc. Seller will not increase the electricity output of the Project without the mutual agreement of the Parties.

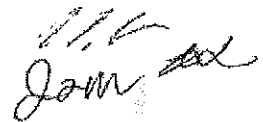
C. The Parties intend that, pursuant to the Net Metering Rules, the Project will qualify as a Net Metering Facility and will generate Net Metering Credits.

D. The Parties intend to share in the financial incentives of net metering as envisioned in § 78 of Chapter 169, an Act Relative to Green Communities, Acts of 2008 ("Green Communities Act"), which was signed into law on July 2, 2008, and to allow Seller to generate additional financial benefits from the sale of Environmental Attributes.

E. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Electricity generated by the Project during the Term, so that Buyer, as Host Customer, is the recipient of all Net Metering Credits generated by the Project and is able to apply Net Metering Credits to reduce Buyer's National Grid electric utility bills.

F. The Facility is expected to generate approximately 3.1 million kilowatt-hours of electricity per year (subject to annual degradation of approximately one-half percent (0.5%)).

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:



**ARTICLE 1
DEFINED TERMS**

As used in this Agreement, the following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

“*Accrued Credits*” means the Net Metering Credits that accrued to Buyer during any Billing Period.

“*Applied Credits*” means the Net Metering Credits actually applied to reduce the Buyer’s LDC bill during any Billing Period.

“*Affiliate*” means, with respect to any Person, such Person’s general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“*Agreement*” means this Power Purchase Agreement, including all exhibits and attachments hereto.

“*Applicable Legal Requirements*” means any Laws which may at any time be applicable to the Property or the Project, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be required for the use and occupancy of the Property for the installation, operation, maintenance and removal of the Project.

“*Bankrupt*” means, with respect to a Party: (i) a Party against which a bankruptcy, receivership or other insolvency proceeding is instituted and not dismissed, stayed or vacated within sixty (60) days thereafter; or (ii) a Party that has made a general assignment for the benefit of creditors, become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

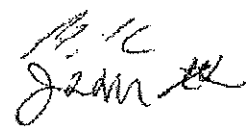
“*Billing Period*” means the LDC’s billing period for the Host Customer LDC account(s).

“*Business Day*” means any day except a Saturday, Sunday, or a holiday recognized by the Commonwealth of Massachusetts.

“*Buyer*” has the meaning set forth in the introductory paragraph of this Agreement.

“*Commercial Operation*” means that the Project has demonstrated readiness for regular, daily operation, has been interconnected to the LDC system, has been accepted by the LDC (to the extent required), and is capable of producing Electricity.

“*Commercial Operation Date*” means the first day on which the Project is ready for Commercial Operation, as certified in writing by Seller to Buyer in the Notice of Commercial Operation.



“*Construction Commencement Date*” means the date of commencement of bona fide actual site preparation or construction activities on the Property in connection with the installation of the Project.

“*Delivery Point*” means the location or locations at the Property where Electricity is to be delivered and received under this Agreement, as identified in Exhibit A attached hereto.

“*Early Termination Date*” shall have the meaning ascribed to it in Section 2.3.

“*Effective Date*” is the date first set forth in the introductory paragraph of this Agreement.

“*Electricity*” means the actual and verifiable amount of electric energy and capacity produced by the Project and delivered to Buyer at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the LDC Metering Device, and that conforms to the applicable LDC and/or authoritative regulatory body standards.

“*Electricity Price*” shall mean the amount to be paid by Buyer to Seller for each kWh of Electricity sold by Seller to Buyer pursuant to this Agreement, as set forth in Exhibit B attached hereto.

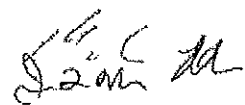
“*Environmental Attributes*” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Project and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Project and/or its electricity generation.

“*Escrow Agreement*” has the meaning set forth in Section 4.10.

“*Event of Default*” has the meaning set forth in Article 10.

“*Facility*” has the meaning set forth in the recitals.

“*Force Majeure*” means any event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of such Party, and (ii) by the exercise of reasonable due diligence, such Party is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or

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omissions of Seller; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity; and inability of suppliers to provide essential materials. Force Majeure shall not include a Party's inability to pay, nor may any Party claim Force Majeure arising from its own acts or failures to act.

"Governmental Authority" means the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof (including but not limited to Buyer), and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Electricity or this Agreement.

"Host Customer" shall have the meaning given this term in the Net Metering Rules.

"Host Customer Price" means the applicable discounted value of the Net Metering Credit Unit Value in any Billing Period as set forth in Exhibit B.

"Interconnection Obligations" shall have the meaning set forth in Section 3.3.

"Interest Rate" means the lesser of (a) one percent (1%) per month and (b) the maximum rate permitted by applicable law.

"kWh" means kilowatt-hour.

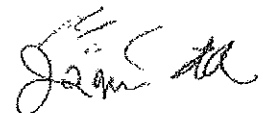
"Laws" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

"LDC" means Massachusetts Electric Company, a subsidiary of National Grid, or its successors.

"LDC Metering Device" means, with respect to each Delivery Point, the LDC meter furnished and installed by the LDC for the purpose of measuring the Electricity delivered by the LDC to the Host Customer and delivered by the Host Customer to the LDC.

"LDC System" means the electric distribution system operated and maintained by the LDC.

"Make-up Amount" means the product of (i) the Price per Kilowatt-hour Difference and (ii) the quantity of Electricity delivered to Buyer during a Billing Period as provided in the Escrow Agreement.



"Net Metering" shall have the meaning set forth in Section 1.01 of the LDC Net Metering Service Tariff, M.D.P.U. No. 1177.

"Net Metering Credit" means the monetary value of the excess electricity generated by the Facility as calculated in Section 1.06(1) of the LDC Net Metering Service Tariff, M.D.P.U. No. 1177.

"Net Metering Credit Unit Value" shall mean the sum of the LDC charges applicable to the rate class and ISO-NE load zone under which the Host Customer takes service as set forth in Section 1.06(1)(b) of the LDC Net Metering Service Tariff, M.D.P.U. No. 1177.

"Net Metering Facility" shall have the meaning set forth in the Net Metering Rules.

"Net Metering Rules" means, collectively and as amended from time to time, the Massachusetts net metering statute, MGL c. 164, §§ 138 - 140, the Massachusetts net metering regulations, 220 CMR 18, and the associated net metering tariff of the LDC.

"Notice of Commercial Operation" shall have the meaning set forth in Section 3.2.

"Outside Construction Commencement Date" means eighteen (18) months after the Effective Date, provided that the Parties may agree to extend this date beyond 18 months for a reasonable period of time to address any delays caused by the LDC or by the period in which any challenge to any permit or approval relating to the Project is pending, provided that, before the 18 months expire, Seller shall provide written notice to Buyer demonstrating the need for the extension.

"Person" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

"Price per Kilowatt-hour Difference" means the difference between the Host Customer Price and \$0.10.

"Property" shall have the meaning set forth in the recitals.

"Purchase Price" shall have the meaning set forth in Section 4.3 of this Agreement.

"Seller" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Term" shall have the meaning set forth in Section 2.1.

"Termination Date" means the earlier to occur of (i) the last day of the Term, (ii) the Early Termination Date, (iii) the date of termination of this Agreement as the result of an Event of Default, and (iv) the date of termination as the result of Force Majeure pursuant to Section 9.2.

ARTICLE 2
TERM; EARLY TERMINATION

2.1 Term. The term of this Agreement (including any extensions, the "*Term*") shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twenty-fifth (25th) anniversary of the Commercial Operation Date, provided that the Parties may agree to extend the Term by an additional five (5) years or such longer period as the Parties may mutually agree, provided that written notice of an intent to so extend the Term be provided no later than ninety (90) days before the end of the initial Term.

2.2 Early Termination. This Agreement may be terminated prior to the expiration of the Term (the "*Early Termination Date*"):

- (a) by Seller, upon thirty (30) days' notice to Buyer, at any time prior to the installation of the Project's first solar photovoltaic module, in the event that Seller, in its discretion, determines that the development of the Project should be abandoned;
- (b) by Seller, in accordance with Section 17.2;
- (c) by Buyer, upon thirty (30) days' notice to Seller, at any time prior to the Construction Commencement Date, in the event that the Construction Commencement Date has not occurred by the Outside Construction Commencement Date; or
- (d) by either Party in accordance with Section 9.2.

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE 3
DEVELOPMENT OF FACILITY

3.1 Development of Facility by Seller. Seller shall undertake good faith efforts to obtain required permits and financing for, and to construct the Project. Buyer shall have no obligations with respect to the design, permitting, financing, construction, ownership or operation of the Project.

3.2 Notice of Commercial Operation. Subject to the provisions of this Agreement, Seller shall notify and represent to Buyer when the Project has achieved Commercial Operation ("*Notice of Commercial Operation*"), and shall in such notice certify to Buyer the Commercial Operation Date.

3.3 Interconnection Requirements. Seller shall undertake good faith efforts to negotiate and execute an Interconnection Service Agreement with LDC and Buyer shall fulfill its interconnection obligations set forth in Section 7.5(b), below. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Project to the LDC System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges (“*Interconnection Obligations*”). In no event will Buyer be responsible for any Interconnection Obligations, except as set forth above and in Section 7.5.

3.4 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the Project and all Environmental Attributes shall be and remain with the Seller. To the extent the LDC does not seek to obtain capacity payments from ISO-NE for the electricity generated by the Project, all ownership of and title to such capacity payments shall be and remain with the Buyer.

ARTICLE 4
PURCHASE AND SALE; DELIVERY;
GOVERNMENTAL CHARGES; SELLER ESCROW; TAX AGREEMENT

4.1 Purchase and Sale of Electricity. Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Seller shall make available to and sell to Buyer, and Buyer shall take delivery of at the Delivery Point and purchase from Seller, all Electricity generated by the Facility.

4.2 Quantity. The number of kilowatt-hours of Electricity purchased by Buyer shall be the number of kilowatt-hours determined by the LDC to be delivered to the LDC by Buyer as the Facility’s Host Customer pursuant to the Net Metering Rules.

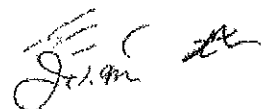
4.3 Price for Electricity. The purchase price of each kilowatt-hour of Electricity shall be calculated in accordance with Exhibit B.

4.4. Net Metering Statement and Payment.

(a) Within five (5) Business Days of receipt of the LDC bills in any Billing Period for the Host Customer LDC accounts (collectively the “*Host Customer Account*”), Buyer shall provide Seller with a copy of the LDC bill for the Host Customer Account.

(b) Within five (5) Business Days of the receipt of the LDC bill for the Host Customer Account, Seller shall verify the generation and Net Metering Credits applicable to the Host Customer Account and notify Buyer of the results of such verification (“*Seller’s Verification*”). Seller shall be responsible for coordinating and resolving any discrepancies with LDC.

(c) Within five (5) Business Days of receipt of both Seller’s Verification and the LDC bills for Buyer’s LDC accounts referenced on the then-current Schedule Z(s) for the Project (“*Recipient Accounts*”), Buyer will provide an affidavit identifying by Recipient Account the amount billed, kWh consumed, Accrued Credits, Applied Credits



and remaining Credit balances ("Buyer's Affidavit"). In addition, Buyer's Affidavit will identify the application of Accrued Credits to recipient accounts of prior Schedule Z(s), if any.

(d) Within five (5) Business Days of receipt of Buyer's Affidavit, Seller shall provide Buyer with a net metering statement in a form reasonably acceptable to Buyer and containing the information set forth in Exhibit C attached hereto ("*Net Metering Statement*"). The Net Metering Statement shall include a credit to Buyer for any fixed monthly customer charge imposed by the LDC as well as any charges on the LDC bill arising from the Project's use of electricity delivered to the LDC Metering Device by the LDC during the prior Billing Period.

(e) While Buyer must purchase all kilowatt-hours of Electricity delivered to Buyer, payment for each kilowatt-hour is not due and payable, and shall not be invoiced, until that kilowatt-hour corresponds to an Applied Credit; provided, however, that, to the extent that the aggregate value of Applied Credits during any twelve-month rolling period, examined quarterly, is less than \$490,000, and Accrued Credits during that time exceed \$490,000, such portion of the unused Accrued Credits shall be deemed to be Applied Credits in an amount not to exceed \$490,000.

(f) Fifteen (15) months after receipt of the first Host Customer Account, or such other time period as reasonably agreed to by the Parties, and every three months thereafter, for each prior 12-month period, Seller shall determine whether the aggregate value of Applied Credits during the prior 12-month period is less than \$490,000 provided that the Accrued Credits during that time exceed \$490,000 and shall deem any unused Accrued Credits to be Applied Credits in an amount not to exceed \$490,000 ("*Reconciliation*"). Seller shall include the Reconciliation on the Net Metering Statement.

(g) Buyer will remit payment to Seller or its designee by electronic funds transfer (or other means agreeable to both Parties) on a schedule contemporaneous with payment for Buyer's LDC bills for the same Billing Period. Any amounts not paid by the due date will be deemed late and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

4.5 Net Metering Statement Disputes. In the event of a good faith dispute regarding any Net Metering Statement, Buyer shall pay the undisputed amount of such Net Metering Statement and shall seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Article 14. Upon resolution of the dispute, any required refund or additional payment shall be made within thirty (30) days of such resolution along with interest accrued at the Interest Rate from and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Any dispute by Buyer with respect to a Net Metering Statement or an adjustment thereof is waived unless, within six (6) months after the Net Metering Statement is rendered or such adjustment is made, Buyer notifies Seller of such dispute and states the basis for such dispute. Upon Buyer's request with respect to a Net Metering Statement, Seller, within ten (10) days, shall provide Buyer with

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information necessary to permit Buyer to replicate Seller's computation of the invoiced amount.

4.6 Governmental Charges. There shall be added to the monthly Net Metering Statement, as separate items, a surcharge equal to the proportionate part of any Governmental Charges applicable to the sale of Electricity, as reasonably determined by the Parties. Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Electricity hereunder are to be exempted from or not subject to one or more Governmental Charges, either Party shall, promptly upon the other Party's request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion.

4.7 Creditworthiness. Buyer agrees to provide Seller with reasonable information to complete a credit review. If at any time during the Term, Seller reasonably determines that Buyer's credit is unsatisfactory, Buyer has experienced any material adverse change in its financial condition and Buyer has made two or more late payments, Seller shall have the right to terminate this Agreement upon ten (10) days' notice to Buyer, unless the Parties agree on mutually satisfactory credit arrangements to ensure prompt payment of amounts payable under this Agreement. Such credit arrangements may include, without limitation, Buyer's agreement to make a cash deposit, post a letter of credit at a financially sound bank or other financial institution, or make a prepayment for Electricity to be supplied under this Agreement.

4.8 Records and Audits. Each Party will keep, for a period of not less than two (2) years after the expiration or termination of this Agreement records sufficient to permit verification of the accuracy of billing statements, Net Metering Statements, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours.

4.9 Management of Net Metering Credits. It is the intent of the Parties to minimize instances where Buyer cannot timely apply Net Metering Credits to reduce Buyer's LDC bills. In order to manage and maximize Buyer's ability to timely apply Net Metering Credits, the Parties shall follow the Net Metering Credit Application Objectives set forth in Exhibit D attached hereto.

4.10 Seller Escrow. The Parties shall enter into a certain Escrow Agreement, dated as of the date hereof, among Seller, Buyer and the Escrow Agent identified therein (the "Escrow Agreement"). The Escrow Agreement is intended to protect Buyer in the event that the Host Customer Price is less than \$0.10.

4.11 PILOF Agreement. The Parties agree to exercise good faith efforts to promptly negotiate and execute an agreement for payment in lieu of taxes ("PILOF") pursuant to G.L. c. 59, § 38H(b) and further agree that such agreement shall provide for an aggregate annual payment in lieu of taxes in the initial amount of \$33,559, such amount to be increased each subsequent year by five percent (5%).

4.12 Title to Electricity. Buyer shall have title to the Electricity as it passes through the LDC Metering Device to the LDC System.

**ARTICLE 5
TITLE TO ENVIRONMENTAL ATTRIBUTES**

Other than the Net Metering Credits that accrue to Buyer's account as Host Customer under the Net Metering Rules, Environmental Attributes shall remain the property of Seller and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Seller in its sole discretion and for its sole benefit, except that for any new streams of revenue other than SRECs that become available after the Effective Date the Parties will negotiate in good faith a sharing mechanism consistent with the percentage savings for Net Metering Credits in Exhibit B, or as otherwise agreed between the Parties.

**ARTICLE 6
METERING DEVICE; LDC BILLING ADJUSTMENTS**

6.1 Metering Equipment. The Parties acknowledge that Seller shall arrange for the LDC to furnish and install the LDC Metering Device. On behalf of Buyer as the LDC's customer of record, Seller shall be responsible for arranging compliance with any LDC customer requirements relating to LDC access to the LDC Metering Device.

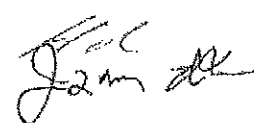
6.2 Meter Accuracy. On behalf of Buyer as the LDC's customer of record, Seller may on its own initiative, and shall upon the request of Buyer, exercise LDC customer rights to arrange for testing of the accuracy of the LDC Metering Device.

6.3 Billing Adjustments Following LDC Billing Adjustments. If as a result of an LDC billing adjustment the quantity of Electricity for any period is decreased (the "*Electricity Deficiency Quantity*") and the LDC reduces the amount of Net Metering Credits received by Buyer for such period, Seller shall reimburse Buyer for the amount paid by Buyer in consideration for any portion of the Electricity Deficiency Quantity that has become Applied Credits. If as a result of such adjustment the quantity of Electricity for any period is increased (the "*Electricity Surplus Quantity*") and the LDC increases the amount of Net Metering Credits received by Buyer for such period, such credits shall be treated as Accrued Credits at the time of adjustment.

**ARTICLE 7
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT**

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable Laws;



(b) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(c) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all applicable Laws have executed and are authorized to execute this Agreement in accordance with such Laws;

(d) it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing;

(e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(f) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.

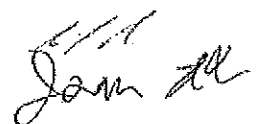
7.2 Additional Representations and Warranties of Buyer.

(a) Target Buyer Accounts. With respect to certain of Buyer's existing utility accounts with LDC identified in Exhibit E attached hereto (the "Target Buyer Accounts"), Buyer has provided to Seller complete and correct records of its electricity consumption and billings.

(b) Net Metering Capacity Associated with Buyer. Buyer represents and warrants to Seller that it does not own or operate, nor is it the assignee (solely or together with other governmental entities) of one hundred percent (100%) of the output of, Net Metering Facilities (inclusive of the Project) with an aggregate capacity of more than ten (10) megawatts (alternating current).

7.3 Forward Contract; Commodity Exchange Act; Bankruptcy Code. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

7.4 No Advice. The Parties acknowledge and agree that Seller is not acting as a consultant or advisor to Buyer for any purpose and that Buyer is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.



7.5 Covenants of Buyer.

(a) Net Metering.

(i) Host Customer. Buyer shall promptly take any action and execute any documents, as required, to designate Buyer as the LDC customer of record for the LDC utility meter in connection with the Project and otherwise establish Buyer as the Host Customer for purposes of the Net Metering Rules. Said designation shall in no manner whatsoever relieve the Seller of its obligations under Section 3.3 hereunder with respect to Interconnection Obligations.

(ii) Allocation of Net Metering Credits to Target Buyer Accounts. Buyer shall promptly take any action and execute any documents, as required, to allocate all Net Metering Credits generated by the Project to the Target Buyer Accounts, including without limitation, a "Schedule Z" net metering service application. Buyer shall not allocate or permit to be allocated any Net Metering Credits generated by any other source to the Target Buyer Accounts except with the prior written consent of Seller, which shall not be unreasonably withheld, delayed or conditioned.

(iii) Net Metering Facility of a Governmental Entity. Buyer acknowledges that the Project will be a Net Metering Facility of a municipality or other governmental entity within the meaning of G.L. c. 164, § 138, as amended by St. 2010, c. 359, § 27, and agrees not to take any action inconsistent with the Project's status as such a facility except insofar as said action is authorized hereunder or in conformance with the provisions hereof.

(iv) Net Metering Limit. Buyer acknowledges that, pursuant to G.L. c. 164, § 139(f), as amended by St. 2010, c. 359, § 29, the maximum amount of generating capacity eligible for net metering by a municipality or other governmental entity is 10 megawatts (alternating current). Accordingly, Buyer covenants that it shall not own or operate, nor shall it be the assignee (solely or together with other governmental entities) of one hundred percent (100%) of the output of, Net Metering Facilities (inclusive of the Project) with an aggregate capacity of more than ten (10) megawatts (alternating current).

(v) Cooperation on Assurance of Net Metering Eligibility. Buyer agrees to promptly provide such information and assistance to Seller as may be necessary to allow Seller to avail itself of any system established by the Massachusetts Department of Public Utilities and/or the LDC to provide certain assurances that a facility will be an eligible Net Metering Facility once the facility commences operation.

(b) Customer Interconnection Acknowledgement. In order to fulfill the LDC's requirements for interconnecting to the LDC distribution grid an energy generating facility that is owned by one party but is located behind the LDC utility meter of another party, Seller shall be party to the interconnection service agreement

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and Buyer agrees, promptly following Seller's request, to enter into the customer interconnection acknowledgement agreement with LDC in a form substantially similar to the form of customer interconnection acknowledgement agreement attached to the LDC's interconnection tariff.¹

(c) Data Access; Customer Advocacy. Buyer shall take any action and execute any documents, as required, to designate (and, as necessary, re-designate) Seller to LDC as an authorized recipient of the energy billing and usage data with respect to the LDC utility meter in connection with the Project. In addition, Buyer shall take any action and execute any documents, as required, and otherwise cooperate with Seller, so as to permit Seller to advocate with the LDC and/or the Massachusetts Department of Public Utilities with respect to Buyer's rights as Host Customer, including, without limitation, for the purpose of ensuring timely and accurate recording of Net Metering Credits generated in connection with the Project.

(d) Uniform Procurement Act Exemption Filings. Buyer shall strictly comply with the provisions of G.L. c. 30B, § 1(b)(33), which requires that, within fifteen (15) days of the signing of a contract for energy or energy related services by a municipality, the municipality shall submit to the Department of Public Utilities, the Department of Energy Resources, and the Office of the Inspector General a copy of the contract and a report of the process used to execute the contract. Buyer shall promptly deliver to Seller a complete copy of such filings together with satisfactory evidence that the filings have been timely made.

(e) No Resale of Electricity. The Electricity purchased by Buyer from Seller under this Agreement shall not be resold to any other Person, nor shall such Electricity be assigned or otherwise transferred to any other Person (other than to the LDC pursuant to the Net Metering Rules), without prior approval of Seller, which approval shall not be unreasonably withheld, and Buyer shall not take any action which would cause Buyer or Seller to become a utility or public service company.

(f) No Assertion that Seller is a Utility. Buyer shall not assert that Seller 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 Seller's obligations or performance under this Agreement.

ARTICLE 8 PUBLICITY

8.1 Publicity. Following the execution of this Agreement, Seller may in its discretion prepare and issue a press release or other form of public announcement, the form of

¹ The current version of National Grid's interconnection agreement is Exhibit G -- Agreement between the Company and the Company's Retail customer available at http://www.nationalgridus.com/masselectric/business/energyeff/4_standard-interconnection.asp.

which shall be delivered to Buyer prior to release, disclosing the existence of this Agreement. In addition, Buyer, in its discretion, may publicly state that Buyer is the Host Customer of a solar energy project and the recipient of net metering credits from that project, provided that no such statements shall be inconsistent with Seller's sale of Environmental Attributes to third parties. The Parties may mutually agree to additional publicity.

8.2 Survival of Publicity Provisions. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination or expiration of this Agreement.

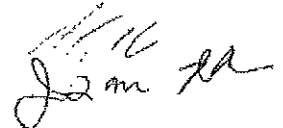
ARTICLE 9 FORCE MAJEURE

9.1 Performance Excused by Force Majeure. To the extent Seller is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and Seller gives notice and details of the Force Majeure to Buyer as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by Seller), then Seller will be excused from, the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance by Buyer). Seller will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Seller is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Seller in its sole discretion. During the period in which, and to the extent that, obligations of Seller are excused by Force Majeure, Buyer will not be required to perform or resume performance of its obligations to Seller corresponding to the obligations of Seller excused by Force Majeure.

To the extent Buyer is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and Buyer gives notice and details of the Force Majeure to Seller as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by Buyer), then Buyer will be excused from, the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance by Seller). Buyer will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Buyer is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Buyer in its sole discretion. During the period in which, and to the extent that, obligations of Buyer are excused by Force Majeure, Seller will not be required to perform or resume performance of its obligations to Buyer corresponding to the obligations of Buyer excused by Force Majeure.

9.2 Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Seller for a period of twelve (12) calendar months or longer, either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement.

ARTICLE 10 EVENTS OF DEFAULT; REMEDIES

A handwritten signature in black ink, appearing to read "Jim H.", is located in the bottom right corner of the page.

10.1 Events of Default. An “*Event of Default*” means, with respect to a Party (a “*Defaulting Party*”), the occurrence of any of the following:

(a) such Party’s failure to make, when due, any payment required under this Agreement if such failure is not remedied within ten (10) days after receipt of notice of such failure;

(b) such Party’s failure to comply with any material provision of this Agreement if such failure is not remedied thirty (30) days after notice and demand by the non-defaulting Party to cure the same or such longer period (not to exceed ninety (90) days or such other time period as the Parties may mutually agree to) as may be reasonably required to cure or as may agreed to by the Parties, provided that the defaulting Party diligently continues until such failure is fully cured; or

(c) such Party becomes Bankrupt.

10.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or applicable law, but subject to the provisions of Article 16 with respect to a Seller Event of Default, shall have the right to (i) terminate this Agreement, upon thirty (30) days’ notice to the Defaulting Party, (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance due to the Defaulting Party under this Agreement. In addition, if Seller is the non-defaulting Party, Seller shall also have the right to sell electricity produced by the Project to persons other than Buyer in a commercially reasonable manner and recover from Buyer any reasonable and demonstrable losses in revenues resulting from such sales.

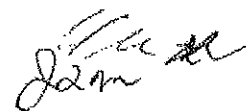
10.3 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

10.4 Unpaid Obligations. The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 11 RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION

11.1 General. Following termination or expiration of this Agreement, each Party shall discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement.

11.2 Termination Payment. If Seller terminates this Agreement pursuant to Section 4.8 or 10.2, Buyer, except to the extent prohibited by law, shall pay Seller within sixty



(60) days following the termination date all amounts owed Seller as of the termination date plus a lump sum equal to (i) the present value (discounted at a rate of four percent (4%)) of the product of the then-applicable Purchase Price and Seller's good faith estimate of the kilowatt-hours that would have been generated by the Project and delivered to the LDC System over the remainder of the Term less (ii) the present value (discounted at the same rate) of any replacement contract for the purchase by a new buyer of Electricity from the Project, less the costs incurred by Seller in connection with any such replacement contract. Seller shall undertake commercially reasonable good faith efforts to secure such a replacement purchase agreement. The Parties acknowledge and agree that any termination payment hereunder constitutes a reasonable approximation of harm or loss and is not a penalty or punitive in any respect.

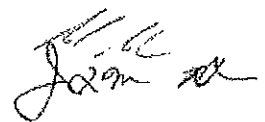
11.3 LDC and Regulatory Matters. Upon the termination or expiration of this Agreement for any reason, Buyer shall promptly take all actions and execute all documents, as may be necessary or reasonably requested by Seller, to designate Seller or its designee as the LDC customer of record for the LDC utility meter at the Delivery Point and otherwise establish Seller or its designee as the Host Customer for purposes of the Net Metering Rules.

ARTICLE 12 INDEMNIFICATION

12.1 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing indemnified parties to the extent arising, directly or indirectly, from or in connection with any material breach by the indemnifying Party of its obligations, covenants, actions or omissions taken or made in connection with the indemnifying Party's performance of this Agreement. The indemnifying Party further agrees, if requested by the indemnified party, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article. Should the indemnifying Party defend any such claim against the indemnified party, it shall have full control of such defense, in its reasonable discretion.

12.2 Claim Procedure. If the indemnified party seeks indemnification pursuant to this Article, it shall notify the indemnifying Party of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the indemnifying Party that it will assume the defense and indemnification of such claim, the indemnifying Party may assert any defenses which are or would otherwise be available to the indemnified party.

12.3 Limitation on Buyer Indemnity to the Extent Prohibited by Law. Notwithstanding any provision contained herein, the provisions of this Section 12 shall not apply to Buyer to the extent limited by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution, which prohibits municipalities from pledging their credit without prior legislative authority.



12.4 Survival of Indemnity Claims. In addition, notwithstanding any provision contained herein, the provisions of this Article shall survive the termination or expiration of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination or expiration.

ARTICLE 13 LIMITATIONS

13.1 Limitation of Liability.

(a) No Liability to Third Parties. Buyer and Seller agree that this Agreement is not intended for the benefit of any third party and that Seller shall not be liable to any third party by virtue of this Agreement.

(b) No Indirect or Consequential Damages. Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be responsible to the other for any indirect, special, incidental or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection herewith. This Section 13.1(b) shall apply whether any such indirect, special, incidental or consequential loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise.

13.2 Limitation on Warranties. Except as expressly provided in this Agreement, each Party hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Seller does not warrant or guarantee the amount of Electricity to be generated by the Project.

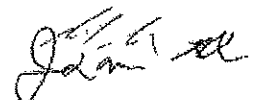
ARTICLE 14 GOVERNING LAW; DISPUTE RESOLUTION

14.1 Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws.

14.2 Dispute Resolution.

(a) The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the chief executives of each Party, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that



identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the Boston, Massachusetts office of JAMS, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, sole venue for judicial enforcement shall be the Superior Court for Plymouth County, Massachusetts. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Each Party consents to said venue and expressly waives any objections to venue it might otherwise be able to raise.

(e) Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

ARTICLE 15 ASSIGNMENT; BINDING EFFECT

15.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party which shall not be unreasonably withheld or delayed.

15.2 Permitted Assignments by Seller. Subject to the provisions of this Section, Seller may assign all (but not part) of its rights and obligations hereunder to an Affiliate of Seller, to the acquiring or surviving entity in the case of a sale, merger, sale of substantially all of the assets of, or other change of control of, Seller, or to an entity that acquires ownership of the Project or, prior to its construction, the development rights thereto. In the event of any such assignment, Seller shall, at least thirty (30) days prior to the effective date of such assignment, provide notice to Buyer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed all of Seller's rights and obligations under this Agreement, and such assignee shall reasonably demonstrate to Buyer, assignee's financial and technical ability (itself or through use of the services of qualified third parties) to perform its obligations under this Agreement. If Seller

and assignee meet the requirements of this Section 15.2, then Buyer agrees to sign any document reasonably requested of Seller in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. Following an assignment permitted under this Section 15.2, except to the extent provided by the terms of such assignment, Seller shall have no liability hereunder arising under this Agreement after the effective date of such assignment.

15.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

ARTICLE 16 FINANCING AND RELATED MATTERS

16.1 Special Seller Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Article 15, Buyer specifically agrees, without any further request for prior consent, to permit Seller to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing, and to sign any agreements reasonably requested of Seller or its lenders to acknowledge and evidence such agreement, provided that such assignment shall not relieve Seller of its obligations under this Agreement.

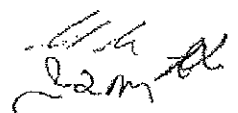
16.2 Designated Third Party Rights.

(a) Notice to Designated Third Party. Buyer agrees to give copies of any notice provided to Seller to any assignee or transferee of which it has notice (each, a “*Designated Third Party*”) of any event or occurrence which, if uncured, would result in a Seller Event of Default.

(b) Exercise of Seller Rights. Any Designated Third Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Seller, shall have the right in the place of Seller, any and all rights and remedies of Seller under this Agreement. Such Designated Third Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement.

(c) Performance of Seller Obligations. A Designated Third 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 Seller hereunder or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Designated Third Party to cure any default of Seller under this Agreement or (unless such party has succeeded to Seller’s interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives such party the option to do so.

(d) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by a Designated Third Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Designated Third Party (or any assignee of the Designated Third Party) in lieu thereof.



the Designated Third Party shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

(e) 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 a Designated Third Party made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with such party or its assignee having substantially the same terms and conditions as this Agreement.

(e) Third Party Beneficiary. Buyer agrees and acknowledges that each Designated Third Party is a third party beneficiary of the provisions of this Article.

16.3 Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements and (ii) at Seller's expense, provide such opinions of counsel as may be reasonably requested by Seller and/or a Designated Third Party in connection with such financing or sale of the Project.

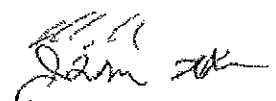
16.4 Right to Cure.

(a) Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given each Designated Third 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 Designated Third 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 Seller default reasonably cannot be cured by the Designated Third Party within such period and such party commences and continuously 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 thirty (30) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant, to an exercise of remedies by a Designated Third Party, such party or its assignee (including any purchaser or transferee) shall acquire control of the Project and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

ARTICLE 17
CERTAIN REGULATORY CHANGES

17.1 Notice of Regulatory Change; Good Faith Negotiations. In the event of a change in the Net Metering Rules, other Laws, or the administration or interpretation thereof by the Massachusetts Department of Public Utilities or the LDC, that materially restricts the ability



of Buyer to receive the financial incentives of net metering as envisioned in the Green Communities Act, which was signed into law on July 2, 2008, then, upon a Party's receipt of notice of such change from the other Party (the "*Notice of Regulatory Change*"), the Parties shall promptly and in good faith negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of net metering financial incentives originally intended by the Parties. Without limiting the foregoing, such amendments or substitutions may include an amendment and restatement of this Agreement in the form of a net metering credit purchase agreement or a retail electricity supply agreement, or in a transfer of the electricity to a third-party.

17.2 Seller Rights Upon Failure of Good Faith Negotiations. In the event that such negotiations do not result in an executed amendment or restatement within thirty (30) days following the date of the Notice of Regulatory Change, Seller, upon ten (10) days' notice to Buyer, may elect to (i) request that the Parties amend and restate this Agreement in the form of a retail electricity supply agreement within sixty (60) days following the Notice of Regulatory Change or (ii) terminate this Agreement without penalty.

ARTICLE 18 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

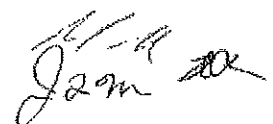
if to Seller to: EarthWind Energy LLC
7683 S.E. 27th Street Suite #133
Mercer Island, WA 98040
Attention: Peter Besenovskyy, Managing Member

with a copy to: Klavens Law Group, P.C.
420 Boylston Street, 5th Floor
Boston, MA 02116
Facsimile: (888) 248-7594
Attention: Jonathan S. Klavens, Esq.

if to Buyer: Town of East Bridgewater
175 Central Street
East Bridgewater, MA 02333-0386

with a copy to: Rich May, A Professional Corporation
176 Federal Street
Boston, MA 02110-2223
Attention: Shaela McNulty Collins, Esq.

if to a Designated Third Party, to the address and contact person of which Buyer has been given notice pursuant to this Article 18.



Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Article 18 by giving notice thereof in the manner required herein.

ARTICLE 19 MISCELLANEOUS

19.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Articles 5, 8, 11, 12, 13, 14, 16, 18, and 19 shall survive the termination or expiration of this Agreement.

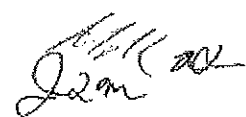
19.2 Entire Agreement; Amendments. This Agreement together with the Escrow Agreement, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

19.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees and expenses, with the exception of \$25,000 due and payable by Seller to Buyer within forty-five (45) Business Days of the Effective Date and with the exception of \$5,000 due and payable by Seller to Buyer upon each subsequent anniversary of the Effective Date for the remainder of the Term, which payment shall escalate each year at five (5) percent.

19.4 No Joint Venture. Seller will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

19.5 Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

19.6 Cooperation. Each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often 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 at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

19.7 Severability. This Agreement, and all rights and obligations of the Parties hereunder, are subject to all applicable federal, state and local laws and all duly promulgated orders and duly authorized actions of governmental authorities, including Massachusetts municipal funding requirements. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

19.8 Joint Work Product. This Contract shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

19.9 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

19.10 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

19.11 Relationships of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose, unless expressly stated otherwise herein.

19.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

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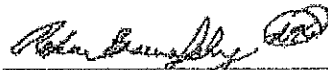
John
AA

Purchase Power Agreement – Town of East Bridgewater and EarthWind I.L.C.
EXECUTION COPY – 12/8/11

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

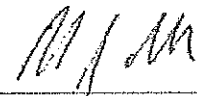
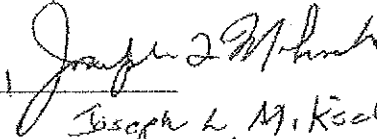
SELLER:

EARTHWIND ENERGY LLC

By: 
Name: Peter Besenovsky
Title: Managing Member

BUYER:

THE TOWN OF EAST BRIDGEWATER

By:  & 
Name: Bernard F. Connor
Title: Chairman
Joseph L. M. Koch
Secretary

[Add different/other signature blocks as required]

Approved as to form:

[], [Town Counsel]

Exhibit A

PROPERTY; DELIVERY POINT

Property

The “*Property*” shall be the property located at 600 North Bedford Street in East Bridgewater, Massachusetts, as it may be modified in accordance with this Exhibit A. In the event Seller reasonably determines that it would be infeasible or imprudent to construct the Project at the foregoing location, Seller must immediately provide written notice to Buyer. Seller may not modify the Property by its selection of one or more alternative or additional locations without the prior written consent of the Buyer, which shall not be unreasonably withheld or delayed, provided that (i) Seller shall deliver notice of such modification to Buyer, (ii) any such alternative or additional location shall be within the LDC service territory and the same ISO New England load zone as the Property prior to such modification, and (iii) the modification of the Property shall not adversely affect Buyer’s rights under this Agreement.

Delivery Point

The location[s] at the Property where Electricity is to be delivered and received under this Agreement shall be the LDC meter(s) behind which the Project is located.

12/11
Jean
JOK

Exhibit B

CALCULATION OF ELECTRICITY PRICE

For Contract Years 1 through 5: For each Billing Period in which Electricity is delivered to the Delivery Point, the purchase price of each kilowatt-hour of Electricity shall be an amount equal to the greater of (i) ninety percent (90%) of the Net Metering Credit Unit Value for that Billing Period and (ii) \$0.10.

For Contract Years 6 through 25: For each Billing Period in which Electricity is delivered to the Delivery Point, the purchase price of each kilowatt-hour of Electricity shall be an amount equal to the greater of (i) eighty percent (80%) of the Net Metering Credit Unit Value for that Billing Period and (ii) \$0.10.

John Lam *ax*

Exhibit C

SELLER NET METERING STATEMENT

For each Billing Period, the Seller net metering statement shall contain the following information:

HOST CUSTOMER ACCOUNTS

Total kWh generated
Net Metering Credit Unit Value (showing components)
Host Customer Price (consistent with Exhibit B)
Price per Kilowatt-hour Difference
Make-up Amount if Price per Kilowatt-hour Difference is greater than zero

INDIVIDUAL ACCOUNTS

Total kWh consumed
Total amount billed
Schedule Z Allocation percentage
Total Accrued Credits
Total Applied Credits
Remaining Credit Balances
Reconciliation
Amounts due and payable

12/11/11
John M. [Signature]

Exhibit D

NET METERING CREDIT APPLICATION OBJECTIVES

Objective. It is the intent of the Parties to minimize instances where Buyer cannot timely apply Net Metering Credits to reduce Buyer's LDC bills.

Preparation of Schedule Z and Amendments. Following the Effective Date, upon the request of Seller, Buyer shall promptly submit to Seller a draft form of Schedule Z for each facility comprising the Project, and, upon Seller's timely review and concurrence, shall file with the LDC a mutually agreed upon Schedule Z for each such facility. Allocations under a Schedule Z shall identify Recipient Accounts that have sufficient electricity consumption and corresponding LDC bills that can be reduced by Net Metering Credits. Prior to changing the Schedule Z allocations, Buyer shall provide to Seller reasonable notice of any proposed revisions to Schedule Z. Seller may request that Buyer reassess its allocations, and the accounts to be included on Schedule Z, if Seller demonstrates a reasonable concern about timely application of Net Metering Credits, and Buyer shall make such adjustments as the Parties may agree. Buyer shall notify Seller of the LDC acceptance and effectiveness of any Schedule Z.

Problem Identification and Management. Upon a determination by either Party that the ability of any of the Recipient Accounts to timely apply Accrued Credits to reduce LDC bills has been or is likely to be compromised, the Parties shall meet, review the circumstances of such Recipient Account and develop a resolution that preserves the timely application of the Net Metering Credits. Compromise of timely application may arise from reduced consumption characteristics of the Recipient Account's load, changed account status (including closure or changed service account number) or tariff assignment, reduction of billed amounts qualifying for reducing the Net Metering Credits, and other reasons. A resolution may involve changing at the next opportunity the Schedule Z allocations and, with respect to Net Metering Credits allocated to a Recipient Account prior to such change that are unlikely to be timely applied: (a) their transfer, if possible, by Buyer and LDC to another of Buyer's accounts; (b) transfer, if possible, by Buyer and LDC of a similar amount of such Recipient Account's unused Accrued Credits to another of Buyer's accounts; (c) application of any LDC refunded credit balance amounts for the Recipient Account received by Buyer toward Applied Credits; or (d) any other agreed arrangement that timely applies such Net Metering Credits. The Parties also acknowledge that another resolution may include the sale of surplus Net Metering Credits to one or more third parties, to the extent such sale would be permissible under the Net Metering Rules and would not jeopardize the Project's qualification as one or more net metering facilities of a municipality or other governmental entity. Transfers of Accrued Credits to other Recipient Accounts shall be considered Applied Credits when applied to reduce Buyer's LDC bills.

Buyer shall use reasonable efforts to maintain the ability of Recipient Accounts to apply Net Metering Credits to reduce Buyer's LDC bills. However, upon observing that a Recipient Account has not received its allocated Accrued Credits in any month, Buyer shall promptly notify Seller of the event and Seller shall promptly work with the LDC (a) to determine the cause of such failure, (b) to restore the Recipient Account's status for receiving credits (or

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Exhibit E

TARGET BUYER ACCOUNT INFORMATION

East Bridgewater MA - NGRID Electric Service Accounts
Active Service Accounts as of October 2011 -- to be updated to include Billing Amounts and
designation of certain accounts as Recipient Accounts of Schedule Z

15668-13000
65055-49008
15232-44001
27476-59009
52589-82003
89797-01005
27669-14007
40128-45004
39935-11008
02668-94008
77317-76003
27467-96003
89787-02008
15032-45002
89789-75001
77326-76002
65055-73004
89793-81003
90406-52005
28097-05004
47365-85009
77515-21004
02667-46007
15030-59006
39936-15001
15032-78001
27466-45001
57568-18000
64856-39009
77320-01005
27469-80003
27467-79002
39928-55001
40556-12009
64857-92001
02673-44007
39935-47008
64860-05007
39928-72002
52392-88008
58562-04008
02669-14005

*W. Hall
Jan 11*

12/10/11
JDM

PAYMENT IN LIEU OF TAX AGREEMENT

Agreement made December 8, 2011, by and between Earth Wind Energy LLC, a limited liability corporation located in Washington, with its principal place of business at 7683 S.E. 27th Street Suite 133, Mercer Island, WA 98040, and the Town of East Bridgewater, Massachusetts, acting by and through its Board of Assessors (hereinafter the "Town").

Whereas, Earth Wind Energy operates solar array panels and associated machinery and equipment in the Town of East Bridgewater.

Whereas, Earth Wind Energy and the Town acknowledge and agree that beginning in fiscal year , the personal property comprising the solar array panels in consideration of the municipal services to be furnished by the Town and the mutual agreements herein contained, the parties agree as follows:

The Town and Earth Wind Energy, as previously negotiated, in the executed power purchase agreement under sect. 4.11, both parties have agreed to a payment in lieu of taxes (pilot) pursuant to General Laws Chapt. 59 sect. 38H (b) and further agree that such agreement shall provide for an aggregate annual payment in lieu of taxes in the initial amount of \$33,559, such amount to be increased each subsequent year by five percent (5%).

As illustrated in the following table.

PILOT PERIOD TO INCREASES 5% EACH YEAR

| | |
|-----------|--------------|
| 1st Year | \$33,559.21 |
| 2nd Year | \$35,325.48 |
| 3rd Year | \$37,184.72 |
| 4th Year | \$39,141.81 |
| 5th Year | \$41,201.90 |
| 6th Year | \$43,370.42 |
| 7th Year | \$45,653.08 |
| 8th Year | \$48,055.87 |
| 9th Year | \$50,585.13 |
| 10th Year | \$53,247.50 |
| 11th Year | \$56,050.00 |
| 12th Year | \$59,000.00 |
| 13th Year | \$61,950.00 |
| 14th Year | \$65,047.50 |
| 15th Year | \$68,299.88 |
| 16th Year | \$71,714.87 |
| 17th Year | \$75,300.61 |
| 18th Year | \$79,065.64 |
| 19th Year | \$83,018.92 |
| 20th Year | \$87,169.87 |
| 21st Year | \$91,528.36 |
| 22nd Year | \$96,104.78 |
| 23rd Year | \$100,910.02 |
| 24th Year | \$105,955.52 |
| 25th Year | \$111,253.30 |