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July 10, 2012

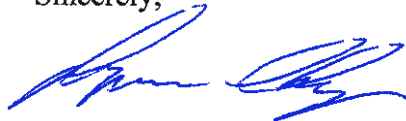
David Colton
Town Administrator
Easton Town Offices
136 Elm Street
Easton, MA 02356

RE: Solar PPA

Dear David;

Enclosed please find the only original copy of the Solar Power Purchase Agreement. Copies of the PPA have been sent to the legal department for Borrego Solar in California and to Amy McDonough here in Massachusetts. We have also retained a copy for our files. Please retain this original in the Town's files.

Sincerely,



Lynnea Thody

NET METERING POWER SALES AGREEMENT

This Net Metering Power Sales Agreement ("*Agreement*") is entered into this 18 day of June, 2012 (the "*Effective Date*") and is by and between GLC-(MA) Easton, LLC, as seller, a Delaware limited liability company, with a principal place of business at 205 Industrial Avenue, East Lowell, Massachusetts 01852 ("*Seller*") and the Town of Easton, a municipal corporation having its principal office at 136 Elm Street, North Easton, Massachusetts, as buyer ("*Buyer*"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, Buyer owns the real Property located at 114 Prospect Street, South, Easton, Massachusetts (the "*Property*");

WHEREAS, Buyer desires to purchase solar-generated electricity for use by Buyer, and proposes to lease a portion of the Property (the "*Premises*") to facilitate the development and operation of a solar power electric generation facility (the "*Solar Energy Facility*");

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar power electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain the Solar Energy Facility on the Premises;

WHEREAS, Buyer proposes to lease to Seller the Premises to allow Seller to construct, operate, maintain and remove the Solar Energy Facility on the Premises; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, all of the Net Energy generated by the Solar Energy Facility during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE 1 DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"Affiliate" means, with respect to Seller, (i) each Person that, directly or indirectly, controls or is controlled by or is under common control with Seller; (ii) any Person that beneficially owns or holds ten percent (10%) or more of any class or voting securities of Seller or ten percent (10%) or more of the equity interest in Seller; or (iii) any Person of which Seller

beneficially owns or holds ten percent (10%) or more of the equity interest. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Seller, whether through the ownership of voting securities or by contract or otherwise.

"Applicable Legal Requirements" 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, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Solar Energy Facility, as well as the selling and purchasing of power from the Solar Energy Facility.

"Appraised Value" means the fair market value assigned to the Solar Energy Facility, the Environmental Attributes, and any other power sales agreements, emission trading agreements, renewable energy certificate sales agreements or revenue producing agreements to which Seller is a party and which are not subject to contractual limitations on assignment or which may reasonably arise from the ownership and operation of the Solar Energy Facility, as determined by the Independent Appraiser (collectively, the **"Assets"**).

"Assets" has the meaning set forth in the definition of Appraised Value.

"Business Day" means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

"Commencement of Work Date" means the date on which Seller begins the physical construction work at the Premises of any one of the Systems which is the subject of this Agreement.

"Commercial Operation Date" means the date on which the results of testing indicate that the Photovoltaic Energy Facility is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the interconnection to the local electrical grid and all review and approvals have been provided by the applicable local electric utility, the applicable local electric utility has provided Seller with permission to operate the Solar Energy Facility and Seller has provided written notice to Buyer to that effect, but in no event later than the Commercial Operation Deadline.

"Commercial Operation Deadline" means the date which is three hundred and sixty-five (365) days after the Effective Date of this Agreement provided, however, that the Commercial Operation Deadline shall be extended on a day-for-day basis for any Force Majeure or breach of this Agreement by Buyer, occurring after the Effective Date and prior to the Commercial Operation Date.

"Commercially Reasonable" means any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected to accomplish the desired result consistent with reliability, safety, expedition, project economics and **Applicable Legal Requirements** in the southern New England region. The term "Commercially Reasonable" is not intended to be limited to consideration of any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts.

"Confidential Information" means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party, and is designated as "confidential" by such Party. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by either Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party; and (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations. In connection with the above, the Parties acknowledge that notwithstanding the above, Buyer is a public entity which is subject to certain public records disclosure statutes and regulations.

"Contract Year" means the consecutive 12-month period commencing on the Commercial Operation Date.

"Effective Date" means the date set forth in the introductory paragraph of this Agreement.

"Environmental Attributes" has the meaning set forth in Section 4.6.

"Energy" means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour ("kWh") or megawatt hour ("MWh"). Energy shall not include capacity credits, credits for Environmental Attributes, or any investment or production tax credits available under federal or state law, including but not limited to Section 45 of the Internal Revenue Code, or otherwise, to the extent that the Solar Energy Facility receives or is entitled to receive any such credits.

"Estimated Annual Production" means the estimated annual production for the first year of the Term as set forth in Exhibit C and adjusted by the Annual System Degradation Factor also set forth on Exhibit C for each subsequent year of the Term.

"Event of Default" means any event of default as defined in Article VIII of this Agreement.

"Financier" or "Financing Party" means any individual or entity providing money or

extending credit to Seller for the purpose of procuring, constructing, owning, operating, maintaining, repairing, decommissioning or removing the Solar Energy Facility, including, but not limited to: (i) the construction, term or permanent financing of the Solar Energy Facility; or (ii) investment capital, working capital or other ordinary business requirements for the Solar Energy Facility (including the maintenance, repair, replacement or improvement of the Solar Energy Facility); or (iii) any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Solar Energy Facility. "Financier" shall include any entity through which Seller has a lien in connection with the Solar Energy Facility. "Financier" shall not include common trade creditors of Seller.

"Force Majeure" means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados (but not the lack of sun); fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of Force Majeure by Buyer; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of Force Majeure to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

"Governmental Authority" means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth or real estate or personal property taxes, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company, or other similar entity, on or with respect to the Net Energy generated by the Solar Energy Facility.

"Guaranteed Annual Electric Output" means the minimum amount of Net Energy that is guaranteed by Seller to be generated by the Solar Energy Facility for sale and delivery to Buyer in any Contract Year, as set forth in Exhibit C.

"Host Customer Costs" shall mean the cost of performing all of the Host Customer's obligations under the Interconnection Agreement or the Tariff, such as those pertaining to the provision of insurance, and the reading or testing of meters, but specifically excluding all costs associated with the design, construction, or installation of facilities or metering devices necessary for interconnecting the Installation to the National Grid electric power system (via the Host

Customer), or any upgrade of to the Western Massachusetts Electric Company ("National Grid") electric power system that is necessary for the delivery of Net Energy to the National Grid electric power system.

"Independent Appraiser" means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, certification, experience and training to determine the Appraised Value of solar energy generating facilities of the size and age and with the operational characteristics of the Solar Energy Facility. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer or employee of, or directly or indirectly retained as consultant or adviser to, Seller, any Affiliate of Seller, or Buyer.

"Interconnection Agreement" shall mean the Interconnection Service Agreement entered into with National Grid which authorizes the interconnection of the Solar Energy Facility with the local electric distribution system of National Grid, which confirms the eligibility of Solar Energy Facility for treatment as a Class III Municipal Solar Net Metering Facility, and which specifies whether any Net Excess Generation (as defined in the Tariff) shall be subject to allocation or cash-out.

"Interest Rate" means .05% fixed interest rate per month interest calculated daily on the basis of a year of three hundred sixty five (365) days and the actual number of days for which such interest is due.

"ISO-NE" means the independent system operator established in accordance with the NEPOOL Agreement (the Second Amended and Restated New England Power Pool Agreement dated as of February 1, 2005) and the Interim Independent System Operator Agreement as amended, superseded or restated from time to time.

"kW" means Kilowatt.

"kWh" means Kilowatt hour.

"Lease" means the Site Lease Agreement executed between the Parties of even date herewith, as such Lease may be amended from time to time.

"Material Adverse Change" means any event, state of facts, circumstances development, change or effect that, individually or in the aggregate with all other events, states of fact, circumstances, developments, changes and effects: (a) is or is reasonably likely to be, materially adverse to the business, assets, liabilities, financial condition or results of operations of the System, taken as a whole; or (b) would prevent or materially impair or materially delay the ability of Seller to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement.

"Metering Device" means any and all revenue quality meters installed by Seller or National Grid after the Point of Delivery necessary or appropriate for the delivery of Energy into the National Grid local electric distribution system and (except for the Net Metering Device) the calculation of Net Metering Credits.

"MW" means Megawatt.

"MWh" means Megawatt hour.

"National Grid" means, the local electric distribution company for Buyer, or its successor.

"NEPOOL" means the New England Power Pool and any successor organization.

"Net Energy" means the actual and verifiable amount of Energy generated by the Solar Energy Facility and delivered to Buyer at the Point of Delivery in excess of any Energy consumed by the Solar Energy Facility, as metered in kilowatt-hours (kWh) at the Net Metering Device, and that conforms to Applicable Legal Requirements and the Tariff.

"Net Metering" means the process of measuring the difference between electricity delivered by a local electric distribution company and electricity generated by a net metering facility and fed back to the local electric distribution company, as set forth under M.G.L. c. 164, § § 13 8 — 140 and 220 C.M.R. § 18.00, as may be amended from time to time by a Governmental Authority.

"Net Metering Credits" shall have the meaning set forth in 220 C.M.R. § 18.00, as implemented by the Tariff.

"Net Metering Device" means any and all revenue quality meters installed by Seller at or before the Point of Delivery necessary or appropriate for the registration, recording, and transmission of information regarding the amount of Net Energy generated by the Solar Energy Facility and delivered to the Point of Delivery for sale to Buyer.

"Parties" means Buyer and Seller, and their respective successors and permitted assignees.

"Party" has the meaning set forth in the Preamble

"Permits" means all federal, state and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Solar Energy Facility, including, but not limited to, a special permit for a Solar Energy Conversion System under the Easton Zoning Bylaw and construction related permits.

"Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

"Point of Delivery" means the point of delivery for Net Energy from Seller to Buyer, as further set forth on Exhibit C.

"Premises" shall have the meaning set forth in the Lease, and as set forth in Exhibit A.

"Production Shortfall" means the amount, expressed in kWh, by which the actual amount of Net Energy generated by the Solar Energy Facility and sold to Buyer in any Contract Year is less than the Guaranteed Annual Electric Output for that Contract Year.

"Solar Energy Facility" or "System" means the solar power electrical generation facility to be constructed, owned, operated and maintained by Seller, with specifications for an aggregate nameplate capacity of approximately one and sixty-seven one hundredths (1.67) MW, together with all appurtenant facilities, including, but not limited to, the Net Metering Device, Metering Device and any interconnection facilities, and transformers required to interconnect the Solar Energy Facility to the Point of Delivery and the National Grid local electric distribution system, and any and all Substantial Alterations, additions, replacements or modifications thereto, all to be located on or adjacent to the Premises and as further set forth in Exhibit B.

"Solar Net Metering Facility" shall have the meaning set forth in 220 C.M.R. § 18.00.

"Substantial Alteration" has the meaning set forth in the Lease.

"Tariff" means the National Grid tariffs M.D.P.U. No. 1176 and M.D.P.U. No. 1177 for interconnection for distributed generation and net metering services, as approved in DPU Docket 09-72, and any subsequent amendments and approvals thereto.

ARTICLE 2 TERM

2.1 Term.

a. The term of this Agreement (the **"Term"**) shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the occurrence of the Commercial Operation Date (the **"Termination Date"**), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

b. Subject to the right granted herein to Buyer to purchase the Solar Energy Facility, and provided that this Agreement has not been earlier terminated pursuant to the provisions herein, either Party may request to extend the Term of this Agreement for up to two additional consecutive terms of five (5) years upon the expiration of the then Term by giving the other Party at least two hundred seventy (270) days prior written notice of its desire to extend the Term along with the proposed pricing terms for Net Energy during such 5-year extension. The Parties will negotiate in good faith the pricing terms for any such extension. Any extension of the Term of this Agreement shall occur only pursuant to a mutual written agreement of the Parties having received any and all necessary approvals.

c. In the event that the Parties are not able to agree on the pricing terms for an extension of this Agreement pursuant to subparagraph (b) above at least one hundred and eighty (180) days prior to the end of the Term, Seller shall have the right (in its sole discretion) to solicit offers to enter into one or more agreements to sell Net Energy from the Solar Energy Facility to

one or more third parties upon the end of the Term, subject to the following.

i. Promptly after receipt of an acceptable offer from one or more third parties, but in no event later than thirty (30) days prior to the end of the Term, Seller shall provide notice of the bona fide offers and related pricing terms that Seller has received from third parties, and shall provide Buyer with the right to extend the term of this Agreement on the most favorable pricing term that has been offered by a third party.

ii. Within thirty (30) days of receipt of such notice pursuant to subparagraph (i) above, Buyer shall notify Seller as to whether Buyer intends to exercise its right to extend pursuant to subparagraph (i) above.

1. In the event that Buyer elects to exercise such right, the Parties shall enter into a written agreement that extends the Term of this Agreement on such pricing term.

2. In the event that Buyer declines to exercise such right, this Agreement shall terminate at the end of the Term, and Buyer shall reasonably cooperate with Seller to allow Seller to interconnect directly with National Grid or another Host Customer, in Seller's sole discretion and at Seller's sole cost.

2.2. Early Termination. Buyer may terminate this Agreement without penalty or any liability to the Seller as specified below:

a. in the event that Seller has not prepared for submission to National Grid by Buyer a complete interconnection application seeking authorization to construct and interconnect the Solar Energy Facility to the National Grid local electric distribution system within thirty (30) days of the Effective Date;

b. in the event that Seller has not submitted an application for a special permit for the Solar Energy Facility to the Planning Board of the Town of Easton within ninety (90) days of the Effective Date;

c. in the event that the Interconnection Agreement, in form and substance satisfactory to Seller and Buyer, in each of its reasonable discretion, is not finalized and executed within two hundred ten (210) days of Seller's submission of the interconnection application, provided, that the Commencement of Work Date has not occurred and provided, that the Buyer shall give the Seller thirty (30) days prior written notice of its intent to terminate this Agreement if such Interconnection Agreement is not timely obtained, and such notice of termination shall be void if such Interconnection Agreement is obtained within thirty (30) days of the Seller's receipt of such notice;

d. in the event that Seller, despite its diligent efforts, has not obtained financing sufficient to purchase, construct, commission, own and operate the Solar Energy Facility within twelve (12) months of the Effective Date, provided, that the Commencement of Work Date has not occurred and provided, however, Buyer (subject to the provisions of subsection (e) below)

shall not have the right to terminate this Agreement at such time if any final Permit necessary for the construction, financing, or operation of the Solar Energy Facility has not been obtained due to a legal challenge, and Seller is using and continues to use Commercially Reasonable efforts to obtain such final, non-appealable Permits; or

e. except as set forth below, in the event that Seller has not entered into an engineering, procurement and construction agreement (“EPC Agreement”) for the Solar Energy Facility within twelve (12) months of the Effective Date.

2.3 Seller’s Termination Rights. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Seller may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other Party:

a. Seller determines following further research that the Premises, as is, are insufficient to accommodate the System which would have a nameplate capacity of 1.67 MW in a configuration as set forth on Exhibit B attached hereto.

b. There exist site conditions at the Premises (including environmental 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 which is presumed to include installation without need to penetrate the landfill cap or require significant excavation or would adversely affect the electricity production from the System as designed in the Exhibit C attached hereto. The Seller acknowledges that the Premises is a capped landfill and notwithstanding same is entering this Agreement.

c. There is a Material Adverse Change in the Environmental Financial Attributes of the System or the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to materially adversely affect the economics of the installation for Seller and its investors, including any Financing Party, provided, however, that the Material Adverse Change in this Section 2.3c is not caused by the Seller or its affiliates.

d. Seller is unable to obtain financing for the System, despite its commercially reasonable efforts, on terms and conditions reasonably satisfactory to Seller.

e. Seller has not received a release or acknowledgement from any mortgagee of the Premises, if required by Seller’s Financing Party, to establish the priority of its security interest in the System, and such other documentation reasonably requested by Seller to evidence Buyer’s ability to meet its obligations under Section 7.2 to ensure that Seller will have access to the Premises throughout the Term.

f. Seller has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

g. Seller, despite its best and diligent efforts, has not received all required environmental approvals or permits from applicable Governmental Authorities in a manner timely enough to allow Seller to begin construction and satisfy the Commercial Operation

Deadline.

h. Seller has not received from Buyer evidence of the property insurance policy required under this Agreement, if any.

2.4 Exercise of Termination Rights. In the case of termination pursuant to sections 2.2 (a) through (e) or 2.3 (a) through (h) above, the terminating Party shall give the other Party thirty (30) days prior written notice of its intent to terminate within thirty (30) days after the occurrence of the applicable deadline. In the event that a Party fails to provide such notice, the Party shall be deemed to have waived its right to terminate under the applicable subsection in question. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that the deadline set forth in section 2.2(e) above (i) shall be extended for a period equal to the number of days it takes Seller to obtain all final, non-appealable Permits under subsection (d) above which exceed one hundred eighty (180) days after the date of submission of a full and complete application for each such Permit, provided that Seller used and continues to use good faith efforts and performs with due haste acknowledging that time is of the essence for the Buyer, to secure such Permits, and (y) shall not be extended or otherwise excused by Force Majeure. Further, nothing herein shall prevent the Buyer or the Seller from entering into a mutual agreement to extend the deadlines hereunder.

ARTICLE 3 FACILITY OWNERSHIP, INSTALLATION, OPERATION, MAINTENANCE, AND REMOVAL

3.1 Title. Except as otherwise set forth in this Agreement or the Interconnection Agreement, as between the Parties during the Term of this Agreement, title to all equipment, Permits, authorizations, Energy, Environmental Attributes, and tax benefits associated with the Solar Energy Facility shall be with Seller.

3.2 Lease. Seller shall construct, operate, maintain, repair and remove the Solar Energy Facility on the Premises pursuant to and in conformance with the Lease.

3.3 Construction, Maintenance, and Monitoring of Solar Energy Facility. Seller, at its sole cost and expense shall:

a. design, finance and procure the Solar Energy Facility in an expeditious manner with due regard for Buyer's desire and need to purchase any energy produced thereby as soon as possible but in any event by the Commercial Operation Deadline;

b. apply for, diligently pursue, pay for, and negotiate to final form the Interconnection Agreement. Notwithstanding the foregoing, the Seller shall at all times and in good faith work with the Buyer to assure Buyer that the terms of the Interconnection Agreement are reasonably satisfactory to the Buyer. Seller acknowledges that it understands that the Buyer prefers that National Grid provide remuneration to the Buyer in the form of cash over credits to the extent allowed by law, and Seller shall cooperate with Buyer and use Commercially Reasonable Efforts (but at no cost or expense to Seller) to accommodate Buyer's preference, it further being understood that the Buyer's cash

renumeration from National Grid is not a condition to Buyer's performance hereunder;

c. design, construct, own, operate and maintain (except when otherwise expressly required by National Grid) the Metering Device, Net Metering Device, and other facilities or equipment, and procure and maintain all insurance, required by National Grid under the Interconnection Agreement or otherwise;

d. construct, own, operate, and maintain the Solar Energy Facility in good condition and repair, all in accordance with Applicable Legal Requirements and industry standards, applicable contractor, subcontractor and vendor warranties or guarantees, manufacturer's warranties, instruction and specifications, applicable requirements of the insurance policies maintained by Seller with respect to the Solar Energy Facility as set forth in the Lease, and the terms of this Agreement; and

e. monitor the Solar Energy Facility performance to ensure that any malfunction causing a material loss of Energy production will be promptly discovered and rectified in accordance with industry standards.

3.4 Operations Manual; Training. On the Commercial Operations Date, Seller shall deliver to Buyer an operations, maintenance and parts manual covering the Solar Energy Facility. In addition, Seller will train Buyer's representative(s) on business-as-usual monitoring operations of the Solar Energy Facility and on emergency preparedness and response. Notwithstanding the foregoing, Buyer shall have no right to perform any maintenance or repair on the Solar Energy Facility without Seller's prior written consent, except in the case of an emergency where immediate action on the part of Buyer is reasonably necessary for safety reasons or as otherwise permitted under the Lease, *provided, however*, Buyer's representatives shall at all times comply with all safety and other operating procedures reasonably established by Seller and all Applicable Legal Requirements.

3.5 Notice of Commercial Operation Date. Subject to the provisions of this Agreement, Seller shall notify Buyer when the Solar Energy Facility has achieved the Commercial Operation Date.

3.6 Removal of Solar Energy Facility. Except as otherwise provided herein, Seller shall, within one hundred eighty(180) days following the end of the Term and at Seller's sole cost and expense, remove the Solar Energy Facility from the Premises and restore the Premises to its original condition, normal wear and tear excluded. On or before the Commercial Operation Date, Seller shall provide a form of security reasonably acceptable to Seller and Buyer, to secure the removal of the System at the end of this Agreement in the event the Seller does not comply with the provisions hereof.

ARTICLE 4 PURCHASE AND SALE OF NET ENERGY

4.1 Sale and Purchase of Net Energy. Commencing on the Commercial Operations Date, Seller has the right to deliver and sell up to 5% of the energy produced by the System to person(s) other than Buyer. Buyer agrees to purchase and accept, at the Point of Delivery all of

the Net Energy generated by the Solar Energy Facility which Seller delivers to Buyer. In all events, Seller agrees to sell and deliver to Buyer not less than ninety five (95%) percent of the Net Energy generated by the Solar Energy Facility.

4.2 Price. Buyer shall pay Seller for the Net Energy sold and delivered, as metered at the Net Metering Device at or before the Point of Delivery, at the applicable Net Energy Price, as set forth in Exhibit C. After the first five (5) years of the Term, if because of regulatory changes or a change in law the value of the Net Metering Credits credited to Buyer by the Local Electric Utility as result of the electricity generated by the System decreases below the Electricity Price provided in Exhibit C of this Agreement, such that the projected cumulative difference between the aggregate value of the Net Metering Credits and the aggregate value of the monthly payments made by Buyer pursuant to the Electricity Price provided in Exhibit C, as measured on a (2) two-year, cumulative basis is material, as measured in relation to total value of the projected monthly payments over the subsequent two (2) years of the Term, or whatever time period is then remaining in the Term, then the Parties, upon Seller's receipt of written notice from Buyer, shall engage in good faith negotiations to modify the Electricity Price provided in Exhibit C of this Agreement, along with any other modifications to the Agreement to which the Parties may mutually agree. Within thirty (30) days of Seller's receipt of Buyer's written notice, each Party shall submit to the other Party its proposal to modify the terms and conditions of the Agreement, and to the extent required, the Lease. If the Parties cannot come to an agreement regarding such modifications within ninety (90) days of Seller's receipt of Buyer's written notice, then the matter shall be resolved pursuant to the dispute resolution procedures set forth in Section 14.5, provided, however, that the Parties hereby acknowledge and agree that the intent of the Parties is to amend the Agreement and to the extent required, the Lease, and for the Agreement and the Lease to continue in effect until the expiration of the Term and that the arbitrator(s) will render its decision in a manner which implements the intent of the Parties.

4.3 Title and Risk of Loss of Net Energy. Title to and risk of loss of the Net Energy will pass from Seller to Buyer at the Point of Delivery. Seller warrants that it will deliver the Net Energy to Buyer at the Point of Delivery free and clear of all liens, security interests, claims, and other encumbrances.

4.4 Governmental Charges.

a. Seller is responsible for local, state and federal income taxes attributable to Seller for income received under this Agreement.

b. The Seller shall be responsible for all real estate taxes assessed on the Premises and for all personal property taxes assessed upon or against the System in such amounts and as more particularly set forth on Exhibit D of this Agreement ("Seller's Maximum Municipal Tax Liability"). In the event Seller is required to pay any real or personal property tax or any other fee, charge or tax imposed or assessed by the Buyer or any of its instrumentalities against the Premises, System or Seller in an amount greater than Seller's Maximum Municipal Tax Liability during any year, then the Buyer shall pay to the Seller an amount equal to such difference between the amount of Seller's Maximum Municipal Tax Liability and the total aggregate fees, charges or taxes imposed by the Buyer or any of its instrumentalities against the Seller, System

or Premises with the next monthly payment due under Section 4.2 of this Agreement. In the event there is a change of either federal or state law which would require the Seller to pay less than the Seller's Maximum Municipal Tax Liability because of a reduction to or elimination of real estate or personal property taxes assessed against the Premises or System, then the Parties shall either adjust the Electricity Price to account for the reduction in revenue to Buyer as a consequence of the change of law and corresponding reduction of the Seller's Maximum Municipal Tax Liability or the Seller shall make payments to the Buyer of amounts which are equivalent to the Seller's Maximum Municipal Tax Liability in the same manner and within the same time periods as if the change of law had not occurred, it being the intent of the parties that the Seller's Maximum Municipal Tax Liability shall not be diminished by operation of law during the term of this Agreement.

c. Seller is responsible for any Governmental Charges attributable to the sale of Net Energy to Buyer, irrespective of whether imposed before, upon or after the delivery of Net Energy to Buyer at the Point of Delivery. Notwithstanding the foregoing, except for Seller's Maximum Municipal Tax Liability, Seller shall have no obligation to pay any fees taxes or charges imposed by Buyer or any instrumentality of Buyer on the sale of Net Energy or the ownership and operation of the System or use of Premises, except for the payment of all fees for building and/or construction permits.

d. 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 Net Energy hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

4.5 Guaranteed Annual Electric Output. Buyer acknowledges and understands that solar power is an intermittent resource and that the output of the System, which is dependent on the sun and other factors, will constantly vary and that no particular amount of output from the System is guaranteed in amount or time of delivery except as that provided for herein. Buyer further acknowledges that it must retain a primary source of power from National Grid. Beginning on the Commercial Operation Date, the System shall produce not less than 75% of the applicable Estimated Annual Production (the "Guaranteed Electric Output") under standard insolation conditions at the Premises as of the Effective Date during the Initial Term, measured on a rolling, three-year, cumulative basis, unless, and then only to the extent that, the failure to satisfy the Guaranteed Electric Output is due to (a) System failure, damage or downtime attributable to third parties, (b) resulting from general utility outages or any failure of any electrical grid, (c) a Force Majeure Event or (d) acts or omissions of Buyer of any of its obligations hereunder. Subject to that proviso, if as of any anniversary of the Commercial Operation Date beginning on the second anniversary of such date, the actual output of the System for the prior two years (the "Actual System Output") does not equal or exceed the Guaranteed Electric Output for such three-year period, except the initial period shall be based upon the prior two years, in addition to its next invoice Seller shall pay Buyer the Production Shortfall Charge set forth in Exhibit C for each kWh of such Production Shortfall.

4.6 Environmental Credits and Value. The Agreement shall not include any rights, title or interest in any environmental offsets or allowances, renewable production or investment tax

credits, or environmental attributes, value or credits of any kind or nature, earned by or attributable to (A) the Solar Energy Facility and (B) the Energy, including, without limitation, those resulting from or associated with the Federal Clean Air Act (including, but not limited to, Title IV of the Clean Air Act Amendments of 1990), renewable energy certificates ("*RECs*") (or associated GIS Certificates), or any other state or federal acts, laws or regulations that provide offsets, allowances, or credits related to energy or emissions (collectively, the "*Environmental Attributes*"). RECs represent the environmental and other non-energy attributes, value and credits of any kind and nature associated with one (1) megawatt hour (MWh) of generation eligible for compliance against the Renewable Energy Portfolio Standard, 225 CMR 14.00, including, but not limited to, any and all pollution offsets or allowances and regulatory compliance rights. Buyer may not, under the Agreement or otherwise, make any claim of title to any RECs or the corresponding energy in regards to a renewable portfolio standard, emission offset or other environmental disclosure or similar regulatory requirement. To the extent any tax, RECs, Environmental Attributes or other such credits are allocated to Buyer by operation of law or regulation, Buyer shall cooperate fully with Seller to disclaim any rights to such credits and attributes and to assign or allocate all such tax, RECs, Environmental Attributes or other such credits, and the value thereof to Seller, without cost to Seller.

4.7 Net Metering Credits. Except as otherwise set forth in this Agreement and the Tariff, all interest in and title to any and all Net Metering Credits generated or created during the Term in connection with the operation of the Solar Energy Facility and the delivery of Net Energy to Buyer, together with the right to allocate such Net Metering Credits or receive cash payments in connection with the surrender or transfer of such Net Metering Credits, shall rest solely with Buyer.

4.8 Net-Metering: Value of Net Metering Credits.

a. In the event that on some future date, because of regulatory changes or a change in law (i) the value of the Net Metering Credits to Buyer decreases below the kWh Rate provided in Exhibit C of this Agreement, or (ii) if the Net Metering Credits can no longer be credited to Buyer by the Local Electric Utility, such that the projected cumulative difference between the aggregate value of the Net Metering Credits, or its successor, and the aggregate value of the monthly payments made, or that would have been made by Buyer pursuant to the kWh Rate provided in Exhibit C is material, as reasonably anticipated over the subsequent two (2) years of the Term, or whatever time period is then remaining if less than two (2) years remain in the Term, the Parties, upon receipt of written notice from the notifying Party, shall engage in good faith negotiations to preserve the original economics of this Agreement by (x) modifying the kWh Rate provided in Exhibit C of this Agreement, (y) modifying the Term, or (z) replacing the existing Agreement with a long term retail electric supply agreement provided by the Seller or its affiliate, along with any other modifications to which the Parties may mutually agree. Within thirty (30) days of the receiving Party's receipt of the notifying Party's written notice ("Initial Notice"), each Party shall submit to the other Party its proposal to modify the terms and conditions of the Agreement, and to the extent required, the Lease ("First Proposal"). If the Parties cannot come to an agreement regarding such modifications within ninety (90) days of receiving the First Proposal, then the matter shall be resolved by resort to the dispute resolution procedures set forth in Section 4.8(b) provided, however, that the Parties hereby acknowledge

and agree that the intent of the Parties is to amend the Agreement, or replace the Agreement with a retail electric supply agreement if Net Metering Credits can no longer be credited to Buyer, and to the extent required, the Lease, and for the Agreement, or its successor, and the Lease to continue in effect until the expiration of the Term, as amended, and that the arbitrator(s) will render its decision in a manner which takes into consideration the Parties' economic benefits from the Commercial Operation Date through the Initial Notice, including applicable property tax and lease payments, and implements the intent of the Parties.

b. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to Section 4.8(a) of this Agreement (a "Dispute") within fifteen (15) days after the date that a noticing Party gives written notice of such Dispute to the other Party. Except to the extent that the Agreement expressly permits a Party to suspend performance, pending final resolution of a Dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under the Agreement. If the Dispute remains unresolved, either Party may require that a non-binding mediation take place. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator whom they choose together. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to such mediation, shall be settled by binding arbitration between the Parties conducted in Boston, Massachusetts or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the AAA in effect on the date that a Party gives notice of its demand for arbitration. The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the Dispute, and the requested relief, accompanied by all relevant documents supporting the demand. The arbitrator selected shall have contract resolution experience and knowledge regarding the photovoltaic industry and shall not have any current or past substantial business or financial relationships with the Parties or their affiliates. Payments to AAA shall be made equally by both Parties on a monthly basis prior to the decision. The Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. The arbitrator's decision shall be in writing and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the arbitrator. The arbitrator shall be permitted, in its discretion, to add pre-decision and post-decision interest at commercial rates. Judgment upon any decision may be entered in any court having jurisdiction.

ARTICLE 5 METERING AND BILLING

5.1 **Billing.** On or before the tenth (10th) day of each month during the Term (or if such day is not a Business Day, the next succeeding Business Day), Seller shall calculate the amount due and payable to Seller for the Net Energy produced and delivered to Buyer pursuant to Exhibit C, with respect to the immediately preceding month, and shall forward to Buyer an invoice,

including such calculation, with sufficient detail for Buyer to verify the calculation and the total amount due and payable for the previous month. Adjustments to bills shall be made in accordance with ISO-NE rules, policies and procedures and other Applicable Legal Requirements.

5.2 Payment. On or before the thirtieth (30th) day after Buyer receives an invoice from Seller, Buyer shall pay Seller for all amounts due for Net Energy delivered during the preceding month to Buyer. All such invoices shall be paid by a mutually agreeable method to the account designated by Seller. Amounts due as a result of any billing adjustment made in accordance with ISO-NE rules, policies and procedures shall not be subject to any interest charge in favor of Buyer or Seller. Any payment not made within the time limits specified herein shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at an annual rate equal to the Interest Rate.

5.3 Metering Equipment. Seller shall provide, install, own, operate maintain the Net Metering Device. Seller shall maintain and test the Net Metering Device generally in accordance with the same terms and conditions applicable to the Metering Device installed for the purpose of delivering Energy to National Grid and the calculation of Net Metering Credits, but in any event no less than every two (2) years.

a. Readings of the Net Metering Device shall be conclusive as to the amount of Net Energy delivered to Buyer.

b. Each Party and its consultants and representatives shall have the right to witness each test conducted by or under the supervision of Seller to verify the accuracy of the measurements and recordings of the Net Metering Device. Seller shall provide at least twenty (20) days prior written notice to Buyer of the date upon which any such test is to occur. Seller shall prepare a written report setting forth the results of each such test, and shall provide Buyer with copies of such written report not later than thirty (30) days after completion of such test. Seller shall bear the cost of the annual testing of the Net Metering Device and the preparation of the Net Metering Device test reports.

c. The following steps shall be taken to resolve any disputes regarding the accuracy of the Net Metering Device:

i. If either Party disputes the accuracy or condition of any of the Net Metering Device, such Party shall so advise the other Party in writing.

ii. Seller shall, within fifteen (15) days after receiving such notice from Buyer, or Buyer shall, within such time after having received such notice from Seller, advise the other Party in writing as to its position concerning the accuracy of such Net Metering Device and state reasons for taking such position.

iii. If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause such Net Metering Device to be tested.

iv. If a Net Metering Device is found to be inaccurate by not more than 2%, any previous recordings of the Net Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of the Net Metering Device shall bear the cost of inspection and testing of the Net Metering Device.

v. If a Net Metering Device is found to be inaccurate by more than 2% or if such Net Metering Device is for any reason out of service or fails to register, then (a) Seller shall promptly cause the Net Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (b) the Parties shall estimate the correct amounts of Net Energy delivered during the periods affected by such inaccuracy, service outage or failure to register, and (c) Seller shall bear the cost of inspection and testing of the Net Metering Device. If as a result of such adjustment the quantity of Electricity for any period is decreased (such quantity, the "*Net Energy Deficiency Quantity*"), Seller shall reimburse Buyer for the amount paid by Buyer in consideration for the Net Energy Deficiency Quantity. If as a result of such adjustment the quantity of Net Energy for any period is increased (such quantity, the "*Net Energy Surplus Quantity*"), Buyer shall pay for the Net Energy Surplus Quantity.

5.4 Records and Audits. Seller will keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction. During such period Buyer may, at its sole cost and expense, and upon reasonable notice to Seller, examine Seller's records pertaining to such transactions during Seller's normal business hours.

5.5 Dispute.

a. If a Party, in good faith, disputes an invoice as provided in this Agreement, the disputing Party shall immediately notify the other Party of the basis for the dispute and pay the undisputed portion of such invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate per annum, from and including the due date through and including the date such payment is actually received by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum. The Parties shall only be entitled to dispute an invoice within twelve (12) calendar months from the date of issuance of such invoice. If the Parties are unable to resolve a payment dispute under this Section, the Parties shall follow the procedure set forth in Section 14.5.

b. In the event of a dispute with National Grid with regard to Buyer's monthly electrical bills or the calculation of Net Metering Credits, Buyer and Seller each agree to take all Commercially Reasonable measures with respect to which it has legal capacity to facilitate and expedite resolution of such a dispute and to act at all times during such review within its legal capacity.

**ARTICLE 6
OBLIGATIONS OF THE PARTIES**

6.1 Net Metering.

a. Each Party's obligations under this Agreement are subject to the Solar Energy Facility qualifying for Net Metering as a Solar Net Metering Facility, subject to the provisions of M.G.L. c. 164, §§ 138 -- 140 and 220 C.M.R. § 18.00 and the Tariff.

b. Subject to the provisions of this Agreement, each of Buyer and Seller agree to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Solar Energy Facility to be eligible for and participate in Net Metering.

c. So long as any such amendment will materially benefit a Party without material detriment to the other Party, the Parties commit to each other in good faith to make Commercially Reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to any rule(s) or regulation(s) regarding Net Metering and ensure that the Solar Energy Facility is eligible for Net Metering.

6.2 Seller's Obligations.

a. Commencing with the Commercial Operations Date, Seller shall procure and maintain in full force and effect a maintenance and repair agreement for the Solar Energy Facility with the Solar Energy Facility manufacturer for a period of at least two years, which agreement shall be subject to the approval of Buyer, such approval not to be unreasonably conditioned, withheld or delayed. Upon expiration of the maintenance and repair agreement for the Solar Energy Facility with the Solar Energy Facility manufacturer, Seller shall maintain in full force and effect a maintenance and repair agreement for the Solar Energy Facility, either with a qualified third party or through the use of its own personnel, which agreement shall be subject to the approval of Buyer, such approval not to be unreasonably conditioned, withheld or delayed.

b. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority, NEPOOL, ISO-NE, National Grid, or as may be reasonably required by Buyer.

c. Seller shall provide Buyer with a monthly e-mail report, as soon as practicable after the end of each month regarding the progress with respect to the permitting, financing, construction, and operations of the Solar Energy Facility or other data concerning the Solar Energy Facility as Buyer may, from time to time, reasonably request.

d. Commencing with the Commercial Operations Date, Seller shall notify Buyer as soon as practicable when Seller becomes aware that the Solar Energy Facility may be mechanically inoperable for more than a 24-hour period.

e. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements, and construct, operate, maintain and decommission the Solar Energy Facility in full accordance with Applicable Legal Requirements.

f. Seller shall comply with the provisions of the Lease.

g. Seller shall comply, and shall require its employees to comply, with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable state statutes and regulations affecting job safety.

h. Seller shall use Commercially Reasonable efforts to obtain at its sole cost all approvals and agreements required for Seller's interconnection of the Solar Energy Facility to Buyer's equipment and to assist Buyer in obtaining the approvals and agreements necessary for Buyer to connect its equipment to the local electric distribution grid maintained by National Grid. Seller will promptly inform Buyer of all significant developments relating to such interconnection matters. Buyer will cooperate fully with Seller on all such matters and shall provide Seller with such information as Seller may reasonably request in connection with Seller's procurement of, and Seller's assistance in procurement of, such approvals and agreements. If any material changes in plans and/or specifications to the Solar Energy Facility or the interconnection of Buyer's facilities are required by the applicable electric distribution company, then Seller shall submit such changes, if any, to Buyer for its approval, which shall not be unreasonably conditioned, withheld or delayed. Seller recognizes and acknowledges that it is Buyer's preference to be paid in cash/check from National Grid.

i. Seller shall be responsible for any and all costs associated with the interconnection agreement including studies, fees, charges and the like as more fully set forth in section 3.3 hereof.

6.3 Buyer's Obligations.

a. Buyer shall act as the Host Customer, as defined in 220 C.M.R. § 18.02, for the Solar Energy Facility. To the extent that National Grid elects not to purchase Net Metering Credits from Buyer, Buyer shall be responsible for allocating Net Metering Credits to Buyer's designees. Except in the case of the termination of this Agreement on account of a default by Buyer, Seller shall have no claim on, or responsibility regarding, such Net Metering Credits.

b. Estoppel Certificates. The Parties agree that from time to time Buyer shall execute estoppel certificates which make reasonable requests of Buyer to confirm the status of the Agreement and Lease and various other reasonable requests that Seller or Seller's Financing Parties may make. Seller shall be obligated to pay any and all costs, including reasonable Attorney's Fees, of Buyer to obtain all consents required for Buyer to enter into and perform its obligations under this Agreement from Buyer's lenders, landlords and tenants, if any, and those of any other persons with interests in the Premises

c. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

d. Buyer shall comply with the provisions of the Lease.

e. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement and under the Lease. Buyer agrees to take all reasonable measures with

respect to which it has legal capacity to facilitate and expedite the review of all local permits, if any, and approvals necessary for the design, construction, engineering, operations, maintenance and deconstruction of the Solar Energy Facility and to act at all times during such review within its legal capacity. This provision is not intended to and shall not be construed to imply that Buyer's Board of Selectmen has the authority to direct the outcome of any application submitted to any independent local permit issuing authority nor that Buyer's Board of Selectmen has the independent or concurrent authority to issue any permits or other such approvals for the Solar Energy Facility. The Parties agree that, in the event either Party is sued by a third-party in connection with any Permit, approval or any other matter related to the Solar Energy Facility, this Agreement or the Lease, the defending Party will immediately notify and consult with the other Party. The Parties further agree that they will work together in good faith to expeditiously defend such action and shall coordinate their defense efforts subject to any restrictions imposed by Applicable Legal Requirements.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties by Seller. As of the Effective Date, Seller represents and warrants to Buyer as follows.

- a. Seller is a Delaware limited liability company, duly organized, validly existing, and in good standing under the laws of Massachusetts.
- b. Seller has full legal capacity to enter into and perform this Agreement.
- c. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Seller has full authority to do so and to fully bind Seller.
- d. To Seller's knowledge, there are no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Seller or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Seller's ability to carry out its obligations under this Agreement.
- e. To Seller's knowledge, none of the documents or other written or other information furnished by or on behalf of Seller to Buyer or Buyer's agents pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

7.2 Representations by Buyer. Buyer represents to Seller as follows.

- a. Buyer is a municipal corporation having its principal office 136 Elm Street, North Easton, Massachusetts.
- b. Buyer has full legal capacity to enter into and perform this Agreement.

c. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Buyer has full authority to do so and to fully bind Buyer.

d. To Buyer's knowledge, there are no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Buyer or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Buyer's ability to carry out its obligations under this Agreement.

e. None of the documents or other written or other information furnished by or on behalf of Buyer to Seller or Seller's agents pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

ARTICLE 8 TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default by Buyer. The following shall each constitute an Event of Default by Buyer.

a. Buyer fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being contested.

b. Buyer fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from Seller to Buyer; provided that if Buyer proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using Commercially Reasonable efforts to cure the same within the said thirty (30) days, Buyer's time to do so shall be extended by the time reasonably necessary to cure the same.

c. Fraud or intentional misrepresentation by Buyer with respect to any of the covenants or agreements of this Agreement.

d. Buyer has an Event of Default which results in termination under the Lease.

e. Buyer materially breaches its obligations under this Agreement.

f. Buyer: (i) pursuant to state receivership seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (ii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clause (i) above, or (iii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Events of Default by Seller. The following shall each constitute an Event of Default by Seller.

a. Seller fails to make any material payment due under this Agreement or the Lease within thirty (30) days after such payment is due unless the specific amount of the payment not made is being contested.

b. Seller fails to perform or comply with any material covenant or agreement set forth in this Agreement or Lease and such failure continues for a period of thirty (30) days after receipt of written notice thereof from Buyer to Seller; provided that if Seller proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using Commercially Reasonable efforts to cure the same within the said thirty (30) days, Seller's time to do so shall be extended by the time reasonably necessary to cure the same.

c. Fraud or intentional misrepresentation by Seller with respect to any of the covenants or agreements of this Agreement.

d. Seller has an Event of Default which results in termination under the Lease.

Seller materially breaches its obligations under this Agreement.

e. Seller:

(i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due;

(iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter;

(v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;

(vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets;

(vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced

or sued on or against all or substantially all of its assets; or

(viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.3 Financing Party Rights Upon Event of Default. Notwithstanding any contrary term of the Agreement:

a. The Financing Parties, as collateral assignee or otherwise, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller at law or in equity and under the Agreement and Lease in accordance with the terms of the Agreement and only in the event of Seller's or Buyer's default. The Financing Parties shall also be entitled to exercise all rights and remedies of secured parties generally with respect to the Agreement and the Lease and the System.

b. The Financing Parties shall have the right, but not the obligation, to pay all sums due under the Agreement and Lease and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of the Agreement or Lease as applicable. Nothing herein requires a Financing Party to cure any default of Seller under the Agreement or Lease or (unless and until such Financing Party has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under the Agreement or Lease, but Buyer hereby gives the Financing Parties the option to do so, provided however, for the avoidance of all doubt, at such time as a Financing Party has succeeded to Seller's interests under this Agreement, such Financing Party shall assume Seller's duties and obligations under the Agreement in addition to succeeding to Seller's rights and remedies under the Agreement. Upon the exercise of remedies under its security interest, including any sale thereof by a Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to a Financing Party (or any assignee of such Financing Party) in lieu thereof, the Financing Party shall give notice to Buyer of the transfer or assignment of the Agreement and Lease. Any such exercise of remedies shall not constitute a default under this Agreement or the Lease. Upon any rejection or other termination of the Agreement or Lease pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of a Financing Party made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with such Financing Party or its assignee having the same terms and conditions as the Agreement and Lease. If a Financing Party fails to exercise its right to pay all sums due under the Agreement and Lease 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 the Agreement or Lease as applicable, within the cure periods referenced in Section 8.3(c), such Financing Party shall relinquish all rights it has in the Agreement and Lease and the System and waive any rights it may have to assert such rights at a later date. In furtherance hereof the Financing Party shall deliver to the Buyer at the execution hereof a Termination Notice or similar applicable notice terminating and release any rights it may have under the anticipated assignments or other security agreements and which shall be held in escrow

by the Buyer.

c. Buyer will not exercise any right to terminate or suspend the Agreement or Lease unless it shall have given the Financing Parties prior written notice by sending notice to the Financing Parties (at the addresses provided to Buyer by Seller on the Effective Date of this Agreement of its intent to terminate or suspend this Agreement or Lease, specifying the condition giving rise to such right, and the Financing Parties 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 or Lease. In the event the Seller does not provide said addresses to the Buyer, then Buyer shall have no obligation to notify Financing Parties and further the Buyer shall only be obligated to provide notice at the addresses provided and no other. The Parties' respective obligations will otherwise remain in effect during any cure period; provided that if such Seller default cannot reasonably be cured by a Financing Party within such period and such Financing 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 ninety (90) days. If a Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by such Financing Party, shall acquire title to or control of Seller's assets and shall, within the time periods described in this Section 8.3, cure all defaults under the Agreement existing as of the date of such change in title or control in the manner required by the 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 the Agreement, and the Agreement shall continue in full force and effect. Any Financing Party shall be an intended third-party beneficiary of this Section 8.3.

8.4 Force Majeure.

a. Except as specifically provided herein, if by reason of Force Majeure, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the nonperforming Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

b. If a Force Majeure Event shall have occurred that has prevented Seller from performing all of its material obligations hereunder and that has continued for a continuous period of three hundred sixty-five (365) days, then Buyer shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Seller. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability related to the Agreement to the other Party (other than any such liabilities that have accrued prior to such termination. If at the end of such ninety (90) day period such Force

Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and Buyer's notice shall be deemed to have been withdrawn.

8.5 Termination for Default.

a. Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.

b. In the event this Agreement is terminated as a result of an Event of Default of Seller:

i. Provided that Buyer has not provided Seller notice of a request for an Appraisal pursuant to Section 11.2, (x) Buyer shall have no further obligation to purchase Net Energy or to make any payment whatsoever under this Agreement, except for payments for obligations arising or accruing prior to the effective date of termination; and (y) Seller shall remove the Solar Energy Facility from the Premises in accordance with the provisions of the Lease.

ii. Provided that Buyer has provided Seller notice of a request for an Appraisal pursuant to Section 11.2, Buyer shall continue to purchase Net Energy and to make payments therefor under the Agreement until Buyer either exercises its right to purchase the Solar Energy Facility and related assets for the Purchase Price or notifies Seller that it will not provide Seller with an Exercise Notice pursuant to Section 11.7, in which case Seller shall thereafter remove the Solar Energy Facility from the Premises in accordance with the provisions of the Lease.

iii. If a Seller Event of Default described in this Section has occurred and is continuing, Buyer may terminate the Agreement and in addition exercise all rights and remedies provided at law or in equity, and all the rights and remedies provided in this Agreement, including a collection of any applicable Production Shortfall Charges due and owing to Buyer as set forth in Exhibit C. Said Production Shortfall Charge shall be due only up to the date the Buyer enters into a new agreement, if any, with a third party to operate the Solar Energy Facility following which time any Production Shortfall Charges shall cease.

c. In the event this Agreement is terminated as a result of an Event of Default of Buyer:

i. Seller shall have no further obligation to sell and deliver Net Energy or to make any payment whatsoever under this Agreement, except for payments for obligations arising or accruing prior to the effective date of termination, and Buyer shall have no further obligation to purchase, receive or otherwise Net Meter any Net Energy from or on behalf of Seller; and

ii. Seller shall have the right, but not the obligation, to continue to maintain

the Solar Energy Facility pursuant to the provisions of the Lease, and to enter into a power supply agreement with a third party, for the remainder of the then effective Term of the Lease. Upon the expiration of such term, the provisions of the Lease, including but not limited to Section 3.1(c) thereof, shall apply with respect to any proposal to extend the term thereof. In the event that Seller elects to continue operations of the Solar Energy Facility pursuant to the preceding sentence, Buyer shall reasonably cooperate with Seller to allow Seller to interconnect directly with National Grid or another Host Customer, in Seller's sole discretion and at Seller's sole cost, and Buyer shall promptly transfer to Seller any Net Metering Credits that are generated after the effective date of termination and are paid or credited to Buyer by National Grid; and

iii. If and only if the Seller is unable to enter into a third party agreement as noted in (ii) above after using its best efforts to do so for a period of 9 months on the same terms and conditions of this Agreement, then Seller may terminate the Agreement and upon such termination, Seller shall be entitled to receive from Buyer the applicable termination payment or terminal value (“**Terminal Value**”) as shown on Exhibit F, which shall equal the sum of the then current net present value of the Solar Energy Facility on a pre-tax basis, depreciation benefits and removal cost plus, in applicable years, any dollar value amounts calculated on an after-tax basis consisting of Investment Tax Credits, Treasury Grants In Lieu of Investment Tax Credits, or other Federal or State Taxes or financial incentives that Seller is required to recapture as a result of Buyer’s breach of the Agreement, and in applicable situations any losses associated with monthly payments, sales of Environmental Attributes and Renewable Energy Credits that Seller cannot monetize as a result of Buyer’s breach of the Agreement. Failing Seller’s efforts to exercise its rights in (ii) above, Seller may not exercise its rights in this section (iii).

ARTICLE 9 REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement (including, but not limited to, Sections 4.5(b), 8.4(b)(iii), and 9.4), Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or nonperformance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.**

9.3 Waivers.

a. No Implied Waivers - Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Seller or Buyer to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. Seller or Buyer may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Seller or Buyer from any other remedy it might have, either in law or in equity. The failure of Seller or Buyer to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Seller or Buyer herein specified or any other right or remedy that Seller or Buyer may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

c. Waiver of Termination for Convenience. Buyer hereby expressly waives any rights it may have to cancel this Agreement or discharge any of its obligations hereunder on the basis that there may be a right of termination for convenience (whether it be express, implied or constructive) in contracts with public entities.

9.4 Failure to Achieve Commercial Operations. Seller anticipates that it will achieve full commercial operations on or before the Commercial Operation Deadline unless another date is mutually agreed upon by the parties in writing. In the event that Seller fails to obtain Commercial Operations on or before the Commercial Operation Deadline (except to the extent such failure is excused by an event of Force Majeure, an appeal of a Permit, or upon the exercise of the early termination rights of the parties pursuant to Section 2.2 of this Agreement, and unless this Agreement has not been terminated by Buyer or Seller pursuant to Section 2.2) Seller shall pay to the Buyer an amount equal to three hundred (\$300.00) dollars per day, as liquidated damages and not as a penalty, until such Commercial Operations Date is achieved.

ARTICLE 10 ASSIGNMENT, SUBLETTING, MORTGAGE

10.1 Assignment by Seller. Seller shall not sell, transfer or assign (collectively, an "Assignment") Seller's rights or obligations under the Agreement or any interest therein, without the prior written consent of Buyer, which shall not be unreasonably withheld,

conditioned or delayed and provided such assignee assumes in writing the obligations of the Seller hereunder and the proposed assignee is of sufficient technical and financial capability to fulfill the requirements of the Seller under this Agreement as reasonably determined by the Buyer; provided, however, that, without the prior consent of Buyer, Seller may (i) assign the Agreement to an Affiliate of Seller; (ii) assign the Agreement in connection with any merger, consolidation or sale of all or substantially all of the assets or equity interests of Seller assuming the Seller has proved to the Buyer that the assignee is of sufficient technical and financial capability to fulfill the requirements of the Seller under this Agreement and (iii) assign the Agreement to a Financing Party as collateral security, or as security for an investment of tax equity, in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). Any assignment by Seller without any required prior written consent of Buyer shall not release Seller of its obligations hereunder. In the event that Seller identifies a secured Financing Party in this Agreement, or in a subsequent notice to Buyer, then Buyer hereby: acknowledges the collateral assignment by Seller to the Financing Party, of Seller's right, title and interest in, to and under the Agreement, acknowledges that the Financing Party as such collateral assignee or otherwise shall be entitled to exercise any and all rights of lenders generally with respect to Seller's interests in this Agreement, acknowledges that the Financing Party as such collateral assignee or otherwise shall be entitled to exercise any and all rights of lenders generally with respect to Seller's interests in this Agreement; acknowledges that it has been advised that Seller has granted the Security Interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the Systems as personal property, as agreed in this Agreement in accepting such Security Interest as collateral for its financing of the System. Notwithstanding the foregoing representation, the Buyer does not represent the Town of Easton Board of Assessors and Buyer cannot guarantee that said characterization by Seller as personal property shall affect the classification of the System for real and personal property taxes in accordance with the laws of the Commonwealth of Massachusetts. The Financing Parties shall be intended third-party beneficiaries of this Section. For the avoidance of all doubt, at such time as a Financing Party has succeeded to Seller's interests under this Agreement, such Financing Party shall assume Seller's duties and obligations under the Agreement in addition to succeeding to Seller's rights and remedies under the Agreement. In the event that Seller identifies a secured Financing Party in Section 14 of this Agreement, or in a subsequent notice to Host, then Host hereby:

(a) acknowledges the collateral assignment by Seller to the Financing Party, of Seller's right, title and interest in, to and under the Agreement, as consented to under Section 8.3 of the Agreement;

(b) acknowledges that the Financing Party as such collateral assignee, or otherwise, shall be entitled to exercise any and all rights of lenders generally with respect to Seller's interests in the Agreement;

(c) agrees to comply with the provisions set forth in Section 8.3 of this Agreement

(d) acknowledges that it has been advised that Seller has granted a Security Interest in the System to one or more Financing Parties and that such Financing Parties have relied upon the characterization of the System as personal property, as agreed in the Agreement in accepting such Security Interest as collateral for its financing of the System. Any Financing Party shall be

an intended third-party beneficiary of this Section 10.

10.2 Assignment by Buyer. Buyer shall not assign the Agreement or Lease or any interest therein, without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that any such assignee assumes in writing the obligations of Buyer hereunder. Any assignment by Buyer without the prior written consent of Seller shall not release Buyer of its obligations hereunder. In the event that Buyer sells or otherwise transfers the Premises and opts not to relocate the System, Buyer may either (1) terminate the Agreement and Lease and pay Seller the applicable Terminal Value as defined in Section 8.5(c)(iii) of the Agreement or (2) shall require the purchaser or transferee, as the case may be, to assume Buyer's obligations under the Agreement and the Lease pursuant to an assumption agreement reasonably acceptable to Seller and Seller's Financing Parties; provided that such purchaser or transferee has delivered documentation satisfactory to Seller and the Financing Parties evidencing creditworthiness equal to or greater than the Buyer.

ARTICLE 11 SOLAR ENERGY FACILITY PURCHASE AND SALE OPTIONS

11.1 Grant of Purchase Option. Seller hereby grants Buyer the right and option to purchase all of Seller's right, title and interest in and to the Assets on the terms set forth in this Article (the "*Purchase Option*").

11.2 Buyer Request for Appraisal of Solar Energy Facility Value. Provided that Buyer is not in default under this Agreement, upon the earlier of (a) one hundred eighty (180) days prior to the end of the Initial Term or any Extension Term, but not earlier than the first (1st) day of the eleventh (11th) year after the Commercial Operation Date or the placed in service date as determined under United States Department of the Treasury and Internal Revenue Service (IRS) guidelines and regulations or (b) an Event of Default of Seller, Buyer shall have the right to exercise the Purchase Option by providing a notice to Seller requiring a determination of the Purchase Price as set forth below.

11.3 Selection of Independent Appraiser. Within fifteen (15) days of Seller's receipt of a notice provided under Section 11.2, Seller and Buyer shall each propose an Independent Appraiser. If Seller and Buyer do not agree upon the appointment of an Independent Appraiser within such fifteen (15) day period, then at the end of such fifteen (15) day period, two proposed Independent Appraisers shall, within ten (10) days of each Party's notice, select a third Independent Appraiser (who may be one of the Independent Appraisers originally designated by the Parties or another Independent Appraiser) to perform the valuation and provide notice thereof to Seller and Buyer. Such selection shall be final and binding on Seller and Buyer.

11.4 Determination of Purchase Price.

a. The selected Independent Appraiser shall, within thirty (30) days of appointment, make a preliminary determination of the Appraised Value in accordance with Section 11.5 (the "*Preliminary Determination*").

b. Upon making such Preliminary Determination, the selected Independent Appraiser shall provide such Preliminary Determination to Seller and Buyer, together with all supporting documentation that details the calculation of the Preliminary Determination. Seller and Buyer shall each have the right to object to the Preliminary Determination within twenty (20) days of receiving such Preliminary Determination; provided that the objecting Party provides a written explanation documenting the reasons for its objection. Within fifteen (15) days after the expiration of such twenty (20) day period, the selected Independent Appraiser shall issue its final determination (the "*Final Determination*") to Seller and Buyer, which shall specifically address the objections received by the Independent Appraiser and whether such objections were taken into account in making the Final Determination. Except in the case of fraud or manifest error, the Final Determination of the selected Independent Appraiser shall be final and binding on the Parties.

c. The Final Determination of appraised value shall be determined by the Independent Appraiser through a methodology designed to determine fair market value of the Solar Energy Facility in compliance with United States Department of the Treasury and Internal Revenue Service (IRS) guidelines and regulations and with the requirements set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) for a Summary Report.

11.5 Calculation of Purchase Price. The purchase price (the "*Purchase Price*") payable by Buyer for the Assets shall be equal to the Appraised Value as determined by the Independent Appraiser in its Final Determination.

11.6 Costs and Expenses of Independent Appraiser. Seller and Buyer shall each be responsible for payment of one half of the costs and expenses of the Independent Appraiser.

11.7 Exercise of Purchase Option.

a. Buyer shall have ninety (90) days from the date of the Final Determination (such period, the "*Exercise Period*"), to exercise the Purchase Option, at the Purchase Price set forth in the Final Determination. Buyer must exercise its Purchase Option during the Exercise Period by providing a notice (an "*Exercise Notice*") to Seller. Once Buyer delivers its Exercise Notice to Seller, such exercise shall be irrevocable.

b. Promptly following receipt of Buyer's notice pursuant to Section 11.2, Seller shall make the Assets, including records relating to the operations, maintenance, and warranty repairs, available to Buyer for its inspection during normal business hours.

11.8 Terms of Asset Purchase. On the Transfer Date (a) Seller shall surrender and transfer to Buyer all of Seller's right, title and interest in and to the Assets, and shall retain all liabilities arising from or related to the Assets prior to the Transfer Date, (b) Buyer shall pay the Purchase Price, by certified check, bank draft or wire transfer and shall assume all liabilities arising from or related to the Assets from and after the Transfer Date, and (c) both Parties shall (i) execute and deliver a bill of sale and assignment of contract rights containing such representations, warranties, covenants and other terms and conditions as are usual and customary for a sale of assets similar to the Assets, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the Assets in Buyer, and (ii) deliver

ancillary documents, including releases, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the Assets to Buyer.

11.9 Transfer Date. The closing of any sale of the Assets (the "*Transfer Date*") pursuant to this Section 11.9 will occur no later than thirty (30) days following the date of the Exercise Notice.

ARTICLE 12 INDEMNIFICATION

12.1 Indemnification. Each Party ("Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, affiliates and representatives (each, an "Indemnified Party") from and against any and all losses, including but not limited to losses arising from personal injury or death, or damage to property, but only to the extent such losses result from or arise out of the negligence, willful misconduct or violation of Applicable Law by the Indemnifying Party, its employees, subcontractors or agents. If an Indemnified Party determines that it is entitled to defense and indemnification under this Section, such Indemnified Party shall promptly notify the Indemnifying Party in writing of the losses, and provide all reasonably necessary or useful information and authority to settle and/or defend the losses. No settlement that would impose costs or expense upon the Indemnified Party shall be made without such party's prior written consent. Furthermore, the Town of Easton Board of Selectman hereby represents that it shall not pursue on its own accord nor facilitate another party as part of the Town Meeting or any other meeting on behalf of the Town of Easton, to pass any bylaw, or any other regulation or municipal code that obviates or diminishes any obligation, if any, that the Town of Easton may now or in the future have to indemnify the Seller.

Buyer's total indemnity obligations pursuant to this Section 12.1 shall be limited to \$100,000.00. Notwithstanding anything to contrary; contained in any of the exhibits attached hereto or referenced herein contained or under any choice of law or governing law provision in the foregoing documents, the parties specifically acknowledge and agree that: (a) Buyer's indemnity obligations shall at all times be subject and subordinate to Massachusetts law governing sovereign immunity; (b) Buyer shall at all times have the right to assert the defense of sovereign immunity and any other like governmental immunity defense set forth in Massachusetts statutory and common law; and (c) nothing herein, including the limited indemnity set forth above, shall be deemed, construed, interpreted or held in any manner to constitute a waiver by Buyer of any such sovereign of governmental immunity or Buyer's right to assert the defense thereof.

ARTICLE 13 INSURANCE AND PAYMENT GUARANTEE

13.1 Insurance. The Insurance provisions in the Lease are hereby incorporated by reference.

ARTICLE 14

MISCELLANEOUS

14.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; email (with confirmation by the other party) or facsimile transmission. The communications shall be sent to the following addresses:

If to Buyer:

David Colton
Town Administrator/Chief Procurement Officer
Town Administrator
Easton Town Offices
136 Elm Street
No. Easton, MA 02356

with a copy to:

Lisa L. Mead
Town Counsel
Blatman Bobrowski & Mead, LLC
30 Green Street
Newburyport MA 01950
Phone Number: 978 463 7700
Email: Lisa@bbmatlaw.com

If to Seller:

GLC-(MA) Easton , LLC
Attn: Jason Chih-Sheng Tai
2500 Venture Oaks Way, Suite 390
Sacramento, CA 95833-4222

If to Financing Parties:

Firststar Development, LLC
c/o U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
Saint Louis, MO 63103
Attn: Director of Asset Management – Solar
Telephone: (314) 335-2600
Facsimile: (314) 335-2602

with a copy to:

Bocarsly Emden Cowan Esmail & Arndt, LLP
633 West Fifth Street, 70th Floor
Los Angeles, CA 90071
Telephone: (213) 239-8015
Facsimile: (213) 239-0410

East West Bank
Loan Servicing Department
9300 Flair Drive, 6th Floor
El Monte, CA 91731
Telephone: (626) 371-8741
Facsimile: (626) 927-2101

With a copy to:

Fred M. Greguras
K&L Gates
630 Hansen Way
Palo Alto, CA 94304
Telephone: (650) 798-6708
Facsimile: (650) 798-6701

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

14.2 Confidentiality. Except as provided in this Section 14.2, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to this Agreement.

b. If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain. .

c. In connection with the above, the Parties acknowledge that Buyer is a public

entity that is subject to certain public records disclosure statutes and regulations.

14.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired. Provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

14.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law and all actions shall be brought in Plymouth County.

14.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 14.5 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties 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 J*A*M*S 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. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties.

c. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, the sole venue for judicial enforcement shall be Plymouth County Superior Court, Massachusetts. Each Party hereby consents to the jurisdiction of such court, and to service of process in the Commonwealth of Massachusetts in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

d. 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.

14.6 Entire Agreement. This Agreement, together with its exhibits and the Lease, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof and, with the exception of the Lease to which Seller and Buyer are Parties, supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

14.7 Headings and Captions. The headings and captions in this Agreement are intended for reference only, do not form a part of this Agreement, and will not be considered in construing this Agreement.

14.8 Singular and Plural, Gender. If two or more persons, firms, corporations or other entities constitute either Seller or Buyer, the word "Seller" or the word "Buyer" shall be construed as if it reads "Sellers" or "Buyers" and the pronouns "it," "he," and "him" appearing in this Agreement shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require.

14.9 No Joint Venture. Each Party will perform all obligations 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.

14.10 Joint Work Product. This Agreement shall be considered the work product of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

14.11 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.

14.12 No Broker. Seller and Buyer each represents and warrants to the other that it has dealt with no broker in connection with the consummation of this Agreement, and in the event of any brokerage claims against Seller or Buyer predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

14.13 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

14.14 Nondiscrimination. Seller agrees that it shall not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation, (a) discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Seller, or (b) deny any person access to

the Solar Energy Facility or to any activities or programs carried out in connection with the Solar Energy Facility. Seller shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment or public accommodation.

14.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.16 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

14.17 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a Commercially Reasonable manner.

14.18 Site Lease. The Parties agree that this Agreement shall take effect and the obligations of the Parties shall arise only upon simultaneous execution by the Parties of the Lease of even date herewith.

14.19 Survival. The provisions of Sections 4.4 (Governmental Charges), 4.6 (Environmental Credits and Value), 5.4 (Records and Audits), 5.5 (Dispute), 9. 1(Remedies), 9.2 (Limitation of Liability), and 9.3 (Waivers), and Articles 11 (Solar Energy Facility Purchase and Sale Options), 12 (Indemnification) and 14 (Miscellaneous), shall survive the expiration or earlier termination of this Agreement for a period of three (3) years, provided, however, Seller's rights and obligations under Sections 4.4 (Governmental Charges) and 4.6 (Environmental Credits and Value) shall terminate as of the Transfer Date if Buyer exercises its option to purchase the Assets.

14.20 Obligation to Modify Agreement Pursuant to Rules and Regulations under the Green Communities Act or other Actions by Governmental Authority. Upon implementation by the Massachusetts Department of Public Utilities, Massachusetts Department of Energy Resources or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Metering, the Parties shall negotiate in good faith, shall amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

14.21 No Limitation of Regulatory Authority. The Parties acknowledge and agree that Buyer is a municipal entity; and that nothing in this Agreement or the Lease shall be deemed to be an agreement by Buyer to issue or cause the issuance of any approval, authorization, or permit, or to limit or otherwise affect the ability of Buyer or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal

Requirements.

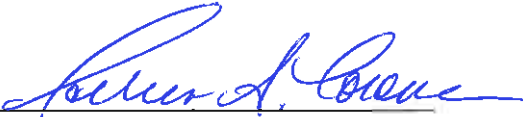
14.22 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, provided that any Financing Party shall be an intended third-party beneficiary of this Agreement and the Lease. This provision is not intended to limit the rights of a Leasehold Mortgagee under the Lease.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the Effective Date.

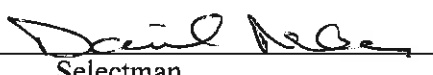
BUYER

Town of Easton, Massachusetts

By: 
, Selectman


By: 
, Selectman

By: 
, Selectman


By: 
, Selectman

By: _____
, Selectman

Approved as to Form:

By:  6/18/12
, Esq.
Town Counsel

Agreement as to Procurement:

By: 
Town Administrator

Seller

GLC-(MA) EASTON, LLC

By: GLC Solar Fund VII, LLC, its Managing Member

By: GLC Solar Management VII, LLC, its Managing Member

By: Green Lake Capital, LLC, its Manager

By: 
Name: Jason Chih-Sheng Tai
Title: Co-Manager

List of Exhibits to Agreement

- Exhibit A — Description of the Premises
- Exhibit B — Description of Solar Energy Facility
- Exhibit B1 — Site Layout
- Exhibit C — Net Energy Price and Terms
- Exhibit D — Seller's Maximum Municipal Tax Liability
- Exhibit E — Solar Lease Provisions
- Exhibit F — Termination Payment Schedule

EXHIBIT A

DESCRIPTION OF THE PREMISES

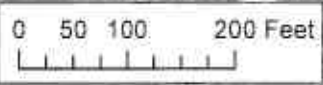
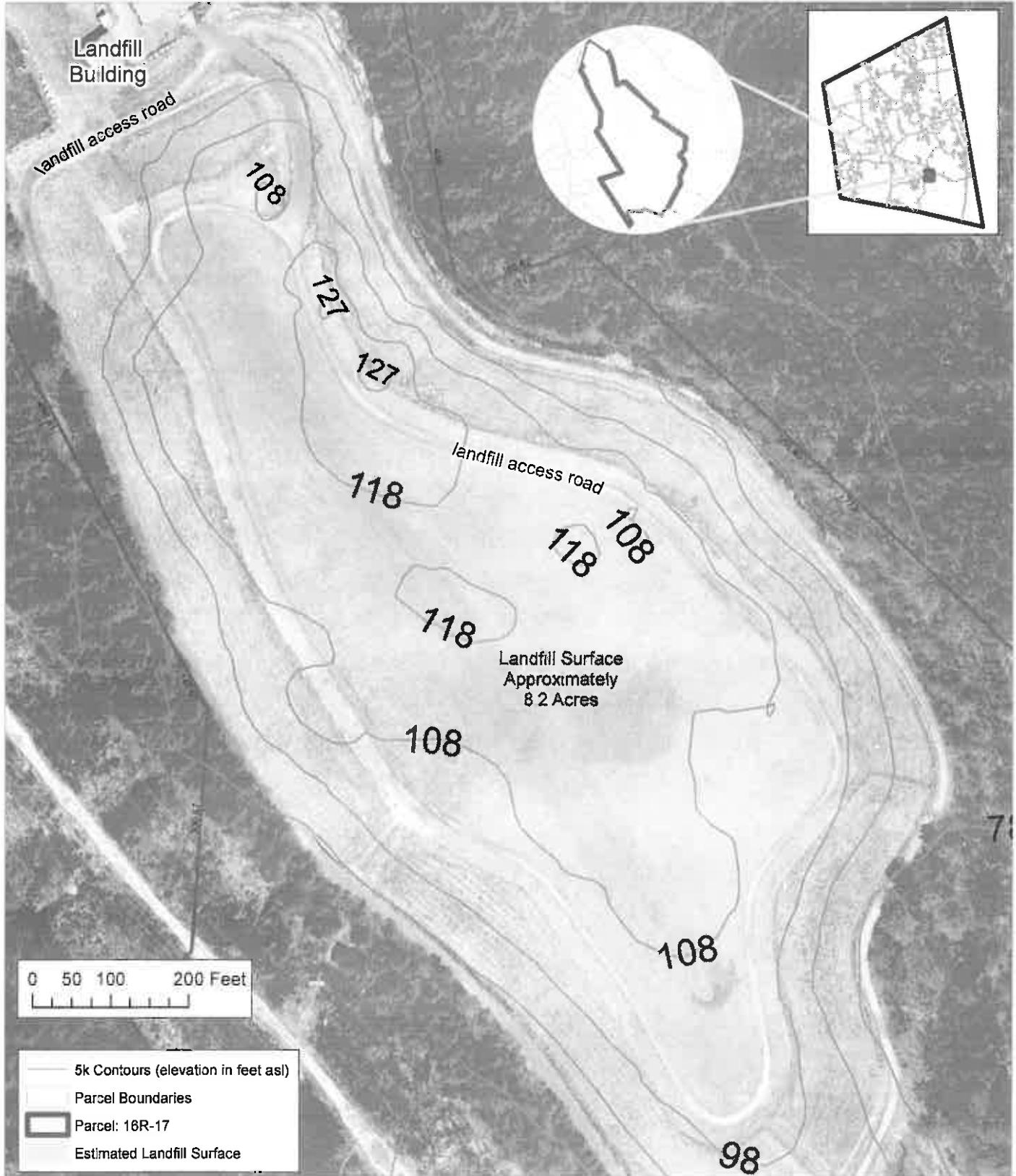
Address: Town of Easton
 Sanitary Landfill
 114 Prospect Street
 South Easton, MA 02375

Legal Description: (to be provided by town)

Description of the Premises (as further shown on the attached plan drawing): Approximately 8.2 acres of land on the parcel identified as Assessor's Map 16R Lot 17, and as indicated in the attached figure "Allowable Area For Installation Construction: Town of Easton Closed Landfill" and in the landfill as built plan "Topographical As-Built Plan for the Easton Landfill", prepared by E.T & L. Corp., stamped on 10-1-2003. Land to be used will also include such area on and off the landfill needed to interconnect the solar facility to the utility grid.

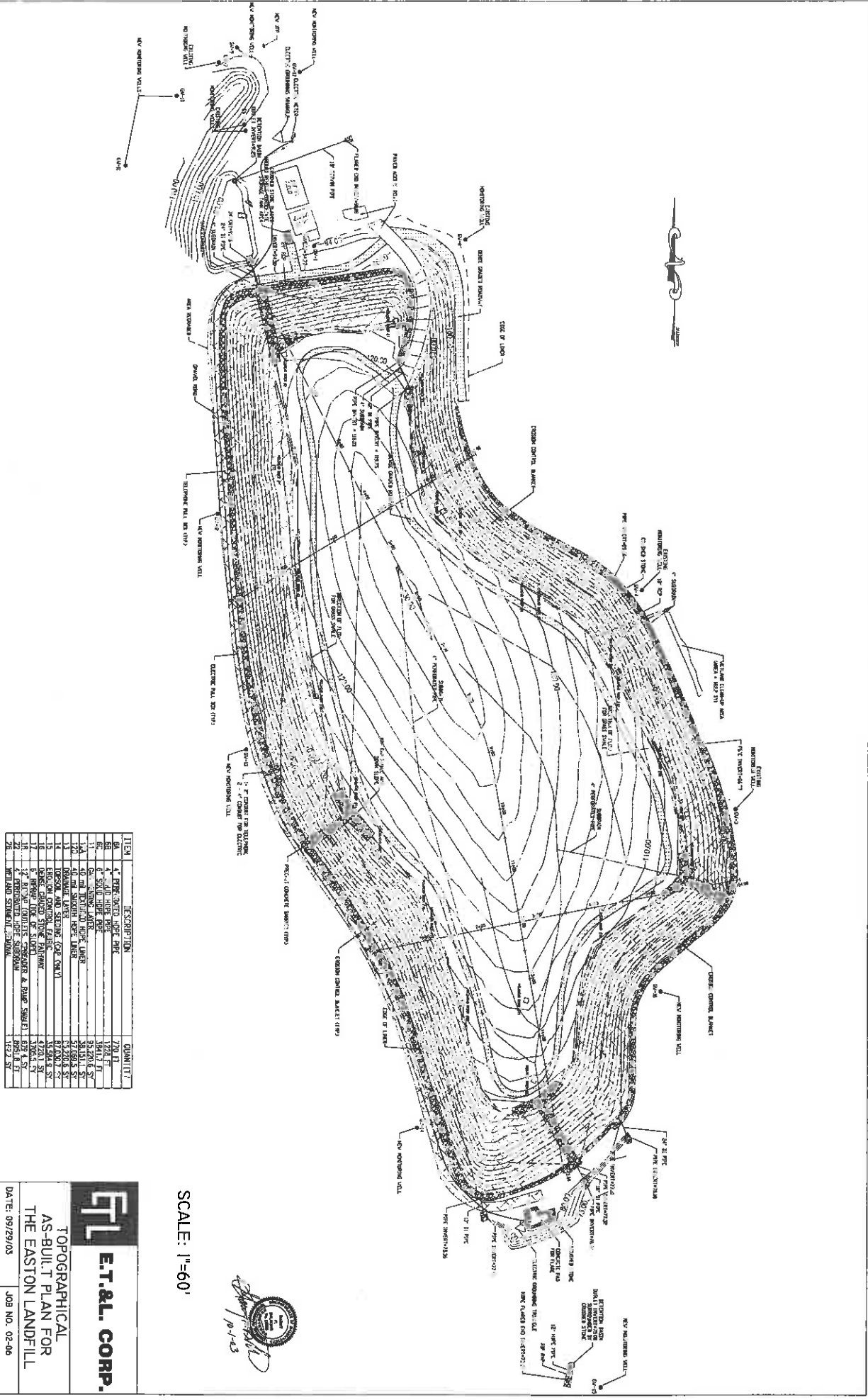


Allowable Area For Installation Construction: Town of Easton Closed Landfill



- 5k Contours (elevation in feet asl)
- Parcel Boundaries
- █ Parcel: 16R-17
- █ Estimated Landfill Surface

This GIS map was created using various sources and is meant for reference and illustrative purposes. This map is not a substitute for more precise engineering and surveying processes.



ITEM	DESCRIPTION	QUANTITY
1	4" RIBBON SAND	7,224 SF
2	4" SAND	1,224 SF
3	4" SAND	1,224 SF
4	4" SAND	1,224 SF
5	4" SAND	1,224 SF
6	4" SAND	1,224 SF
7	4" SAND	1,224 SF
8	4" SAND	1,224 SF
9	4" SAND	1,224 SF
10	4" SAND	1,224 SF
11	4" SAND	1,224 SF
12	4" SAND	1,224 SF
13	4" SAND	1,224 SF
14	4" SAND	1,224 SF
15	4" SAND	1,224 SF
16	4" SAND	1,224 SF
17	4" SAND	1,224 SF
18	4" SAND	1,224 SF
19	4" SAND	1,224 SF
20	4" SAND	1,224 SF
21	4" SAND	1,224 SF
22	4" SAND	1,224 SF
23	4" SAND	1,224 SF
24	4" SAND	1,224 SF
25	4" SAND	1,224 SF
26	4" SAND	1,224 SF

FTL
E.T.R.L. CORP.

TOPOGRAPHICAL
 AS-BUILT PLAN FOR
 THE EASTON LANDFILL

DATE: 09/29/03 JOB NO. 02-06

DRAWN BY: J3 DWG. NO. A-1

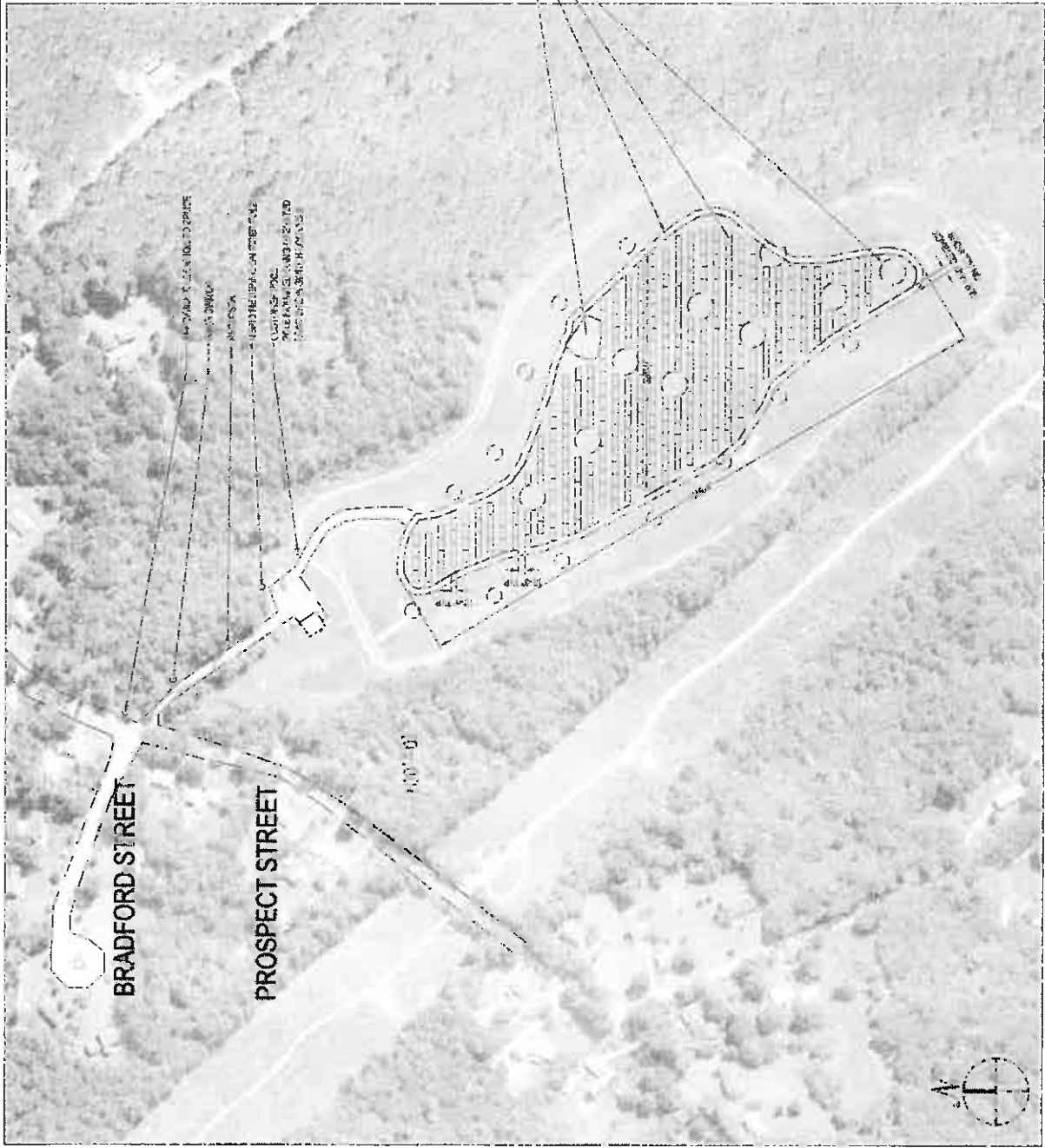
REV: 0

SCALE: 1"=60'

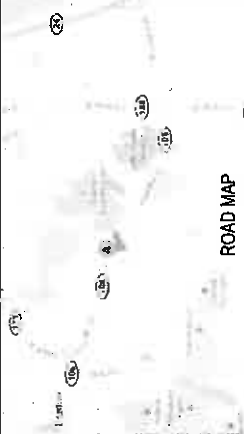


EXHIBIT B1
SITE LAYOUT

P-SD-002232 - PV PROJECT



PROJECT INFORMATION

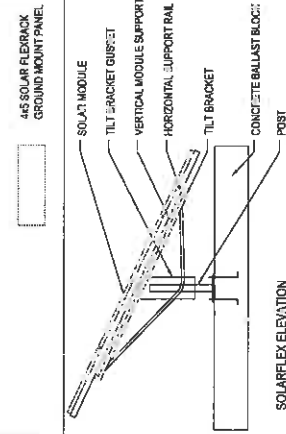


PROPOSAL SPECIFICATIONS

SYSTEM SIZE DC (KW)	1,658.406
SYSTEM SIZE AC-DC (KW)	1,952.764
MODULE INFORMATION	(7140) LG50S1C-CP
STRING INFORMATION	(510) PARALLELED STRINGS OF (14)
INVERTER INFORMATION	(2) SM: SC-500PHE-US
RACKING DETAILS	GROUND MOUNTED SOLARFLEX
TILT OF MODULES (°)	20
TRUE AZIMUTH (°)	180
OMITTED MODULES	0
SITE AREA (ACRES)	7.8
GROUND SLOPE (%)	0
4X8 RACKS	357
FENCE LENGTH (L)	3122
TOTAL TRENCHELENGTH (L)	1422
MATERIAL TO TRENCH	DIRT

- PROPOSED INVERTER LOCATION TYP.
- PROPOSED GROUND MOUNTED MODULES
- PROPOSED FENCE
- ZONING DISTRICT

LEGEND



SOLARFLEX ELEVATION

- PROPOSAL NOTES
- SCOPE OF THE DRAWINGS ARE CONTRACT ESTIMATE OF POTENTIAL SOLAR ARRAY SIZE AND LOCATION
 - ALL DIMENSIONS DESCRIBED HERE ARE FOR REFERENCE ONLY. DO NOT SCALE THIS DRAWING. CONFIRM KEY DIMENSION IN THE FIELD BEFORE BEGINNING INSTALLATION. PROPER DIMENSION FOR THIS ROOFTOP AND BUILDING SHOULD BE OBTAINED FROM THE CUSTOMER
 - THIS PHOTOVOLTAIC INSTALLATION SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL BUILDING CODES, THE NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE REGULATIONS. THE NATIONAL BUILDING CODES AND ALL APPLICABLE REGULATIONS SHALL BE ENFORCED BY THE AUTHORITY HAVING JURISDICTION THEREON.

THIS DOCUMENT IS PROVIDED BY BORRERO SOLAR SYSTEMS AS A SERVICE TO OUR CLIENTS. BORRERO SOLAR SYSTEMS, A DIVISION OF BORRERO SOLAR SYSTEMS, INC., 10000 S. DEER CREEK ROAD, SUITE 100, DENVER, CO 80231, TEL: 303.755.1100, WWW.BORRERO-SOLAR.COM

BORRERO SOLAR
 5000 TEXAS STREET, SUITE 400
 SAN DIEGO, CA 92108
 PHONE: (619) 585-1773
 WWW.BORRERO-SOLAR.COM

P-SD-002232
 114 PROSPECT STREET EASTON, MA 02375

PROJECT NUMBER:

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	09/13/12	SM	DR/AN	PROPOSAL L.A. OUT

SCALE: 1/32" = 1'
 VALID ONLY WHEN PLOTTED
 AND 18" X 11"

PV-1
 PROPOSAL LAYOUT

EXHIBIT C

NET ENERGY PRICE AND TERMS

ESTIMATED ANNUAL PRODUCTION	<u>2,424,458 kWh</u>
GUARANTEED ANNUAL ELECTRIC OUTPUT	<u>75% of Estimated Annual Production kWh/year</u>
ANNUAL SYSTEM DEGRADATION FACTOR	<u>0.5% per year</u>
ELECTRICITY PRICE	<u>\$0.086 per kWh during the first Contract Year of the Term</u>
ELECTRIC PRICE INCREASE FACTOR	<u>2% per year</u>
PRODUCTION SHORTFALL CHARGE	<u>\$0.086 per kWh</u>
DECOMMISSIONING ASSURANCE AMOUNT	<u>As set forth in Section 23(b) of Exhibit E attached hereto.</u>
NAMEPLATE CAPACITY	<u>Approximately 1,854,000 kW</u>

EXHIBIT D

SELLER'S MAXIMUM MUNICIPAL TAX LIABILITY

Year	Personal Property Tax			Real Property Tax		
	Assessed Value	Tax Rate	Tax Paid	Assessed Value	Tax Rate	Tax Paid
1	3,200,000	1.45%	46,400	200,000	1.45%	2,900
2	1,920,000	1.45%	27,840	204,000	1.45%	2,958
3	1,160,000	1.45%	16,820	208,080	1.45%	3,017
4	700,000	1.45%	10,150	212,242	1.45%	3,078
5	240,000	1.45%	3,480	216,486	1.45%	3,139
6	-	1.45%	-	220,816	1.45%	3,202
7	-	1.45%	-	225,232	1.45%	3,266
8	-	1.45%	-	229,737	1.45%	3,331
9	-	1.45%	-	234,332	1.45%	3,398
10	-	1.45%	-	239,019	1.45%	3,466
11	-	1.45%	-	243,799	1.45%	3,535
12	-	1.45%	-	248,675	1.45%	3,606
13	-	1.45%	-	253,648	1.45%	3,678
14	-	1.45%	-	258,721	1.45%	3,751
15	-	1.45%	-	263,896	1.45%	3,826
16	-	1.45%	-	269,174	1.45%	3,903
17	-	1.45%	-	274,557	1.45%	3,981
18	-	1.45%	-	280,048	1.45%	4,061
19	-	1.45%	-	285,649	1.45%	4,142
20	-	1.45%	-	291,362	1.45%	4,225
Total			104,690			70,462

Note 1: The maximum tax payable by GLC is the amount listed above. If the tax assessed in any given year exceeds the above amount, GLC reserves the right to adjust the PPA rate to compensate for the additional tax payment

Note 2: The assessed value for Real Property Tax shall not increase by more than 2 per cent per annum.

EXHIBIT E: SOLAR LEASE PROVISIONS

The terms and conditions of the Net Metering Power Sales Agreement (“Agreement”) are by this reference incorporated herein as though fully set forth in the Lease Agreement and all capitalized terms not otherwise defined herein shall have the same definition as set forth in the Agreement. In the event of any discrepancy between the terms of the Agreement and the terms of this Lease, the terms of the Agreement shall govern this Lease, unless expressly provided otherwise herein.

The parties agree as follows:

This lease “Lease” is dated June , 2012.

1. LEASE OF PROPERTY.

(a) Landlord (shall refer to the “Town of Easton” or “Buyer”) hereby leases to Tenant (shall refer to as “GLC-(MA) Easton, LLC” or “Seller”) a portion of the Property containing approximately 8.2 acres more or less as shown on a plan entitled “Allowable Area For Installation Construction: Town of Easton Closed Landfill” and in the landfill as built plan “Topographical As-Built Plan for the Easton Landfill” and attached hereto as Attachment 1 and as such acres may be further defined by legal descriptions obtained after the date hereof and added as a supplement to Attachment 1, together with the non-exclusive right for ingress and egress for the purpose of installation and maintenance of a Solar Energy Conversion Facility (hereinafter the “System” or “Solar Energy Facility”), which land, structures and access are collectively referred to hereinafter as the “Solar Premises” or “Premises”.

(b) Landlord also grants to the Tenant the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes and utilities necessary for the construction, use and maintenance of the System as shown on Attachment 1.

2. PERMITTED USE.

(a) Tenant may erect and maintain on the Premises improvements, personal property, and facilities, including, but not limited to System(s), appurtenances, and any other equipment and related facilities necessary for the generation of electrical energy. In accordance with Tenant’s response to the Town of Easton, “Request for Proposals for the Lease of Real Property for Construction, Operation & Maintenance of Renewable Energy Facilities” ; such use includes the right to test, survey and check title on the Premises and any other items necessary to the successful and secure operation of the System. Landlord and Tenant agree that Exhibit 1 shows the initial location of the System by Tenant and that it does not limit Tenant’s rights under this paragraph. Landlord’s execution of this Lease will signify Landlord’s approval of Exhibit 1. Tenant has the right to install the Solar Energy Facility, and other related solar energy conversion equipment and to make improvements, alterations, or additions on the Premises appropriate for Tenant’s use with Landlord’s written approval (“*Tenant Changes*”). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the System on the Premises. Tenant has the right to modify, supplement, replace, and/or upgrade the

Solar Energy Facility or any part thereof at any time during the term of this Lease. Tenant will be allowed, subject to approval by Landlord, which approval will not be unreasonably withheld, to make such alterations to the Premises as are required to accomplish Tenant's Changes or to insure that Tenant's System complies with all applicable federal, state or local laws, rules or regulations, permits, and approvals. Tenant shall not use the Premises for any other purpose without the written consent of the Landlord.

(b) Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in accordance with plans and specifications submitted to and approved by the Landlord and in accordance with local building permits. The Tenant's construction, operation and maintenance of any and all improvements on or at the Premises shall at all times comply with all applicable federal, state, and local laws (including the local Zoning By-law), rules and regulations as they may be enacted or amended from time to time. The Tenant will be responsible for obtaining, at its sole cost and expense, all approvals, and permits necessary for the construction of any and all improvements on or at the Premises, and the operation and maintenance of said improvements and the Premises, including, without limitation, special permits and variances required by local authorities, and approvals and authorizations required by the state and federal authorities, if any, including but not limited to permits from the Commonwealth of Massachusetts Department of Environmental Protection relative to construction on a landfill.

(c) Construction Costs. The Tenant will pay all costs and expenses incurred in connection with the design, construction, maintenance and operation of the System and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which the Tenant will make payments directly to said company. The Tenant shall perform all construction, maintenance and operations activities on or at the Premises in compliance with all applicable laws, ordinances, codes and regulations, as the same may be administered by authorized governmental officials. Notwithstanding the foregoing, in connection with constructing the System, the Tenant will incur directly or indirectly a variety of site development costs including, but not limited to, costs of labor, materials, contractors and subcontractors, costs relative to plan generation, survey costs, costs of disposal, costs of construction of the System, costs of bringing utilities service to the site, and other costs (collectively "*Site Development Costs*").

(d) Removal: The Tenant shall be responsible for removal of all above ground portions of the System in accordance with this Lease.

(e) Capacity of System: Tenant shall design the System to comply with specifications included in the Request for Proposals, or as otherwise agreed to in writing, by the Landlord, which is incorporated herein by reference.

(f) Title to System. Subject to the rights provided to Landlord pursuant to other terms hereof, the System and all alterations, additions, improvements or installations made thereto by Tenant and all Tenant property used in connection with the installation, operation and maintenance of the System is, and shall remain, the personal property of Tenant ("*Tenant Property*"). In no event shall any Tenant Property be deemed a fixture, nor shall Landlord, nor

anyone claiming by, through or under Landlord (including but not limited to any present or future mortgagee of the Premises) have any rights in or to the Tenant Property at any time except as otherwise provided herein. Landlord shall have no development or other interest in the System or any System Assets or other equipment or personal property of Tenant installed on the Premises, and Tenant may remove all or any portion of the System or any System Assets at any time and from time to time as further provided in the Agreement or this Lease. Without limiting the generality of the foregoing, Landlord hereby waives any statutory or common law lien that it might otherwise have in or to the System and other System Assets or any portion thereof.

(g) Security Interests in System. Except as otherwise provided herein and in the Agreement, Landlord acknowledges and agrees that Tenant may grant or cause to be granted to a lender a security interest in the System(s) and in Tenant's rights to payment under the Agreement, and Landlord expressly disclaims and waives any rights in the System at law or in equity pursuant to this lease. Any security interest shall be subordinate to the interest of the Landlord in the Premises and subject to the terms and conditions of this Lease.

(h) No Additional Use. Except with the prior express written consent of Landlord, Tenant shall not use the Premises for any use other than the installation, operation, maintenance, repair and removal of the System.

(i) Title to the System. Throughout the duration of the Agreement and Lease, Seller or Tenant's Financing Parties shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Tenant or Tenant's Financing Party and shall not attach to, or be deemed a part of, or a fixture to Buyer's real property. Notwithstanding the foregoing representation, the Buyer does not represent the Town of Easton Board of Assessors and Buyer cannot guarantee that said characterization by Seller as personal property shall affect the classification of the System for real and personal property taxes in accordance with the laws of the Commonwealth of Massachusetts. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Landlord covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Landlord shall provide, at Tenant's request, a disclaimer or release from such lien holder. If Landlord is the fee owner of the Premises, Landlord consents to the filing by Tenant, on behalf of Landlord, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Landlord is not the fee owner of the Premises, Landlord shall obtain such consent from such owner.

3. TERM.

(a) The Lease term shall be coterminous with the term of the Agreement and will commence on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the occurrence of the Commercial Operation Date or (ii) such date as of which the Agreement may be earlier terminated pursuant to the provisions thereof.

Notwithstanding any provision herein, the Lease term automatically terminates without the need for further action on the part of either Party in the event the Agreement is terminated or expires.

(b) This Lease may be renewed for 2 additional 5-year Terms (the "*Extension Terms*") at the sole option of the Landlord, unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Lease at least 180 days prior to the expiration of the Initial Term.

(c) With delivery of the executed Agreement, including the execution of the Solar Lease Provisions hereof, Tenant shall provide payment of an administrative fee to the Landlord in the amount of thirty seven thousand dollars (\$37,200.00). Such amount shall be returned in full to Tenant in the event the Agreement is not countersigned by the Landlord on or before June 22, 2012.

4. RENT.

Tenant will pay the Landlord an annual rental payment in an amount equal to \$20,000 per installed or "rated" MW DC of nameplate capacity of the Solar Energy Facility with no annual escalation, prorated for partial years (hereinafter "Rent"). The "Rent Commencement Date" means the first day of the month following the Commercial Operation Date. Rent shall be due and payable in advance of each annual anniversary of the Rent Commencement Date throughout the Lease Term. For the first year term of the Lease, within forty-five (45) days after the Commercial Operation Date, Tenant shall provide to Landlord a statement showing the final System size and a calculation of the Rent owed hereunder ("Operation Statement") and within twenty (20) days after providing such Operation Statement, Tenant shall pay to Landlord the Rent for the remaining period of the first Lease term. The Rent shall be adjusted if and to the extent any additional fee, charge or tax is imposed under Section 4.4 of the Agreement. In the event that the Commercial Operation Date does not occur within 365 days of the Effective Date and neither party has terminated hereunder or under the Agreement, then the Tenant shall pay to the Landlord an additional administrative fee in the amount of thirty seven thousand dollars (\$37,200.00) on the 366th day following the Effective Date as a prepayment of the Rent owed for the first Lease term. To the extent such prepayment is greater than the Rent owed for such first Lease term, Tenant shall receive a credit toward the Rent owed for the second Lease term equal to the difference between \$37,000.00 and the Rent owed for the second Lease term.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including a Site Plan Approval Permit and construction permits (collectively referred to as "*Governmental Approvals*"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Lease and

agrees to reasonably assist Tenant with such applications, except with respect to local permits and/or approvals where Landlord's assistance may constitute a conflict of interest.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Premises surveyed by a surveyor of its choice, all at Tenant's sole cost and expense.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("*Tests*") on, over, and under the Premises, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals. Tenant will indemnify Landlord against all costs (including reasonable attorney's fees), claims, and damages relating to the conducting of said tests and inspections, excepting requirements contained within applicable environmental reporting guidelines and any resulting remediation required of Landlord. Tenant shall restore the Premises to the same condition as it existed prior to the Tenant having conducted the Tests.

6. TERMINATION.

This Lease may be terminated, without penalty or further liability, by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Lease after the applicable cure periods.

7. INSURANCE.

(a) The Tenant shall carry during the term of this Lease and any extension or renewal thereof workers' compensation insurance as required by Massachusetts law and employer's liability insurance in the amount of not less than five hundred thousand dollars (\$500,000.00).

(b) The Tenant shall carry during the term of this Lease and any extension or renewal thereof commercial general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate and automobile liability insurance with a combined single limit of one million dollars (\$1,000,000.00) covering all leased, owned, non-owned and hired vehicles.

(c) The Tenant shall carry during the term of this Lease and any extension or renewal thereof pollution liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate. Commercial general liability insurance shall include contractual liability insurance. Each policy of commercial general liability insurance, automobile liability insurance, and pollution liability insurance shall name the Town of Easton as an additional insured. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice

thereof to the named certificate holder and to Town Administrator, 136 Elm Street, No. Easton, Massachusetts. Tenant shall forthwith, but at least within five (5) business days of notice of cancellation secure replacement and retroactive insurance coverage in compliance with the requirements of this Lease and provide notice of same to the Town Administrator, 136 Elm Street, No. Easton, Massachusetts.”

(d) The Tenant shall provide to the Landlord current certificates of insurance from the insurance carrier for each such policy of insurance stating the limits of liability and the expiration date of the policy. Renewal Certificates shall be filed with the Town at least 10 days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Lease, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Lease and shall state that such insurance is as required by this Lease. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the “MIIA” or “ACORD” Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Lease until date of final payment and termination of any coverage required to be maintained after payment. Notwithstanding the inclusion of the certificate provision above, the Tenant shall promptly notify the Landlord upon the cancellation or amendment to any policy.

(e) The Tenant shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Landlord.

8. INTERFERENCE.

(a) Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party for use of the Property or Premises, if such use may in any way adversely affect or interfere with Tenant's System. Landlord will notify Tenant and receive Tenant's written approval, which approval shall not be unreasonably withheld, prior to granting any third party the right to access or use the Property or Premises which will interfere with Tenant's operation of the Systems or the electrical generation system or diminish the superiority of Tenant's accessibility to light. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its equipment.

(b) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property or Premises in any way which interferes with the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such

interference to cease upon not more than forty-eight (48) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Lease, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to protect, defend, indemnify, and hold harmless Landlord, its officers, agents and employees, from and against any damages, liability, claims, or causes of action, proceedings, demands, losses, costs, expenses and judgments of every nature and description (including attorney's fees) in favor of any party that may arise in whole or in part or of or in connection with, or arising directly out of Tenants, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and their actions or failure to act under this Lease, or resulting from negligence or any willful act or omission by the Tenant, its subcontractors, agents or employees, except to the extent attributable to the gross negligence or intentional act or omission of Landlord, its employees agents or independent contractors. Tenant agrees to investigate and defend against any such liability, claims, or causes of action in favor of any party, arising directly out Tenant's actions or failure to act under this Lease or resulting from the negligence or any willful act or omission by Tenant, its subcontractors, agents or employees. Tenant agrees to investigate and defend against any such liability, claims, or causes of action at its sole expense.

(b) The provisions of this Paragraph will survive the expiration or termination of this Lease.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents:

(i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Lease;

(ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and

(iii) if the Property or Premises is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide

promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental, hazardous material and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to:

(i) Tenant's failure to comply with any environmental, hazardous material or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Tenant on the Property, unless the environmental conditions are caused by the Landlord or third party.

(c) Landlord agrees to hold harmless and indemnify Tenant from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to:

(i) Landlord's failure to comply with any environmental, hazardous material or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Landlord on the Property, unless the environmental conditions are caused by the Tenant or third party, including those identified in MA DEP landfill closure order..

(d) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. In the event of any environmental liability involving the Premises, the provisions of this Section 11 expressly supercede Article 12 of the Agreement and Section 9 of this Lease and will survive the expiration or termination of this Lease.

12. ACCESS.

At all times throughout the term of this Lease, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four hour, seven day access to and over the Property for the installation, maintenance and operation of the System and any utilities serving the Property. In the event any public utility is unable to use the access provided to Tenant, the Landlord hereby agrees to grant an additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant. Notwithstanding the foregoing this provision is subject to access requirements as set forth in paragraph 8(b) above.

Tenant acknowledges that the Landlord will require access to maintain certain pipes and/or vents on the Premises and the Landlord shall be permitted access as follows: at any reasonable time to inspect and maintain the landfill and pipes and vents and access any maintenance structures as required to maintain any permits required by DEP. Landlord's access shall be conducted in a manner that will not cause interference (as defined in Section 8 of this Lease) with or damage to the System.

13. REMOVAL.

All portions of the System brought onto the Premises by Tenant will be and remain Tenant's personal property and, at Tenant's option, until the expiration of the Agreement. Landlord covenants and agrees that no part of the System constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Premises, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term and shall be removed by the Tenant at the end of the Term unless the parties agree otherwise in writing as an amendment hereto.

14. MAINTENANCE, UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Lease:

(i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or

(ii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Landlord specifying the failure.

No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term or condition under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity.

(c) Cures - Rights, Costs and Damages. If Tenant shall default in the performance of any material covenant, term, provision, limitation, or condition contained in this lease beyond the expiration of all applicable notice and grace periods (hereafter, collectively, a "Triggering Event"), Landlord, without being under any obligation to do so and without waiving such default, may remedy such other default for the account of Tenant, immediately upon notice in the case of emergency or if necessary to protect public health or safety, or to avoid forfeiture of a material right, or in any other case only provided Tenant shall fail to remedy such default within thirty (30) days, or such longer period as may be required due to the nature of such default (provided Tenant has commenced and is diligently prosecuting a cure), after Landlord notifies Tenant in writing of Landlord's intention to remedy such other default. All costs reasonably incurred by Landlord to remedy such default (including, without limitation, all reasonable attorney's fees), shall be at the expense of Tenant.

(d) Landlord will not exercise any right to terminate or suspend the Lease unless it shall have given the Financing Parties prior written notice by sending notice to the Financing Parties in accordance with the notice provisions of the Agreement (of its intent to terminate or suspend this Lease, specifying the condition giving rise to such right, and the Financing Parties 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 Lease. The Parties' respective obligations will otherwise remain in effect during any cure

period; provided that if such Tenant default cannot reasonably be cured by a Financing Party within such period and such Financing 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 ninety (90) days. If a Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by such Financing Party, shall acquire title to or control of Tenant's assets and shall, within the time periods described in Section 8.3 of the Agreement, cure all defaults under the Lease existing as of the date of such change in title or control in the manner required by the Lease and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under the Lease, and the Lease shall continue in full force and effect. Any Financing Party shall be an intended third-party beneficiary of this Section 15.

16. CONSTRUCTION AND OPERATION OF PERMITTED USE.

(a) **General Description.** Except as otherwise specified herein, the System shall consist solely of the improvements described in Attachment of the Agreement.

(b) **Construction Commences Promptly.** Tenant shall commence the construction of the System promptly following the Effective Date and will proceed diligently and continuously thereafter until completion, subject to a Force Majeure Event.

(c) **Completion Requirements.** Tenant will arrange for the construction of the System in a good, careful, proper and workmanlike manner in accordance with good engineering practices, the Request for Proposals which resulted in the Agreement, and with all Applicable Legal Requirements. The System will, when completed, comply with all Applicable Legal Requirements and the Request for Proposals.

(d) **Compliance with DEP Landfill Permits.** Tenant shall ensure that construction of the System complies with all Department of Environmental Protection permit(s) related to the protection of the landfill cap. Tenant shall indemnify and hold the Landlord harmless for any damage, caused to the landfill, including the landfill cap, as a result of the installation of the system and any fines imposed as a result of such damage. In the event of such damage, the Tenant shall repair, to Department of Environmental Protection standards, any and all portions of the landfill or the landfill cap at its sole cost and expense in a prompt and timely fashion. The Tenant shall pay the Landlord a sum, not to exceed \$25,000, to allow the Landlord to hire a Peer Review Engineer to represent the interests of the Landlord during construction of the Solar Energy Facility and associated appurtenances to assure that no damage is done to the landfill cap. No building or foundation permit shall issue until such time as said peer review funds are placed in escrow with the Landlord.

(e) **Interconnection with Electric Distribution Grid.** Tenant will obtain at its sole cost all approvals and agreements required for Tenant's interconnection of the System to the LDC System. Tenant will promptly inform Landlord of all significant developments related to such interconnection matters.

(f) As-Built Plans. Within ninety (90) days following the issuance of the Notice of Commercial Operation, Tenant shall prepare and deliver to Landlord detailed as-built plans accurately depicting the System including, without limitation, all wiring, lines, conduits, piping and other structures or equipment.

(g) Inspection and Entry. During the course of construction and completion of the System and any substantial alteration thereto, Tenant shall maintain all plans, shop drawings, and specifications relating to such construction which Landlord, its agents or contractors may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the agreements contained or referenced in this lease. Landlord may, upon reasonable prior notice to Tenant, enter upon the Lease Area and inspect the System for the purpose of ascertaining their condition or whether Tenant is observing and performing the obligations assumed by it under this lease, all without hindrance or molestation from Tenant.

(h) From time to time the Landlord or its agents will need to access the Premises to perform monitoring requirements for regulatory compliance activities as required by DEP. The Landlord shall provide no less than 48 hours' notice to the Tenant of its need for access. Tenant shall not unreasonably deny access by the Landlord for said Landlord for said monitoring activities.

17. ASSIGNMENT/SUBLEASE.

The Parties acknowledge and agree that all terms and conditions of Section 10 (Assignment/Subletting/Mortgage) in the Agreement shall govern the Parties rights to assign this Lease which is incorporated into the Agreement, and that the Financing Parties are intended third party beneficiaries of this Section 17.

18. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth above. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

(b) Notice shall be made to the following:

Landlord: David Colton
Town Administrator/Chief Procurement Officer
Town Administrator
Easton Town Offices
136 Elm Street

No. Easton, MA 02356

Email:

with a copy to:

Lisa L. Mead

Town Counsel

Blatman Bobrowski & Mead, LLC

30 Green Street

Newburyport MA 01950

Phone Number: 978 463 7700

Email: Lisa@bbmatlaw.com

Tenant:

GLC-(MA) Easton , LLC

Attn: Jason Chih-Sheng Tai

2500 Venture Oaks Way, Suite 390

Sacramento, CA 95833-4222

19. SEVERABILITY.

If any term or condition of this Lease is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Lease then this Lease and the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

20. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its System, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. CASUALTY.

Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the System or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to the Landlord, which termination will be effective as of the date of such notice. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent. Tenant shall provide notice to Landlord of any release by Tenant or observed by Tenant of oil and/or hazardous materials on the Premises within twenty-four (24) hours of such release.

22. LIENS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof. The System shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the System if it vacates the Premises.

(b) Mechanic's Liens. Tenant shall not create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's or materialman's lien upon the Premises or the System or the income therefrom and Tenant will not suffer any other matter or thing arising out of Tenant's use and occupancy of the Premises whereby the estate, rights and interests of Landlord in the Premises or any part thereof might be impaired, except in accordance with and subject to the provisions of this lease.

(c) If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or the System, Tenant, within ten (10) days after notice to Tenant of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Landlord and costs and expenses reasonably incurred by Landlord in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Landlord's making of the payment of the cost and expenses, shall be paid by Tenant to Landlord within ten (10) Business Days of Landlord's invoice therefor.

(d) Landlord shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the System or any interest therein.

23. PERFORMANCE, PAYMENT, AND REMOVAL BONDS.

(a) Prior to the start of any site preparation, installation and construction work performed on the Premises, the Tenant shall ensure that its engineering, procurement and construction contractor (“EPC Contractor”) or the subcontractor performing the work posts a performance and payment bond equal to 100% of the cost of construction of improvements to the Premises naming the Landlord as a dual obligee, the Tenant represents and warrants that it will take no action to act upon the bond(s) in the event of a default by the EPC without first informing the Landlord of same and further that the Tenant shall take no action upon the bond(s) that would in anyway hinder, release, or compromise the Landlord’s rights under the bond(s). In the event that the Tenant does so compromise the position of the Landlord in relation to the bond(s) the Tenant does hereby indemnify and hold the Landlord harmless for any damages, including but not limited to court costs, reasonable attorney’s fees, costs of completion of the System or costs related to construction or completion of the System.

(b) The Tenant shall provide appropriate insurance as required under Section 7 hereof, including builders risk insurance during construction and thereafter so as to protect its interests and those of the Landlord.

(c) No later than three hundred and sixty-five (365) days prior to the expiration of the Term, Seller shall post security in an amount sufficient to secure the removal of the System and the restoration of the Premises to its condition prior to the commencement of construction of the System, less reasonable wear and tear, in the form of either (i) a guaranty or letter of credit (“LOC”) issued by a nationally recognized financial institution or (ii) an investment or deposit account established with a nationally recognized financial institution, to secure such costs in the event that Buyer does not exercise its right to purchase the System and the Parties do not enter into an agreement to extend the Term or enter into a new net metering credit purchase agreement.

24. MISCELLANEOUS.

(a) Amendment; Waiver. This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Lease will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Lease and the exhibits attached constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law / Forum. This Lease will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth, Plymouth County or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply:

(i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;

(ii) use of the term “including” will be interpreted to mean “including but not limited to”;

(iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;

(iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Lease;

(v) use of the terms “termination” or “expiration” are interchangeable; and

(vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppels. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Property. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Lease is in full force and effect, without modification except as may be properly

represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.


(h) No Option. The submission of this Lease for examination or consideration does not constitute a reservation of or option for the Premises. This Lease will become effective only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.


[Remainder of Page left Blank]

IN WITNESS WHEREOF, the Parties have executed this Lease under seal as of the Effective Date.

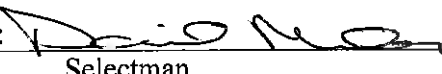
Landlord

Town of Easton, Massachusetts

By: 
, Selectman

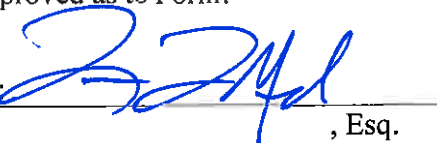
By: 
, Selectman

By: 
, Selectman

By: 
, Selectman

By: _____
, Selectman

Approved as to Form:

By: , Esq.

Town Counsel


Tenant

GLC-(MA) EASTON, LLC

By: GLC Solar Fund VII, LLC, its Managing Member

By: GLC Solar Management VII, LLC, its Managing Member

By: Green Lake Capital, LLC, its Manager

By:  _____
Name: Jason Chih-Sheng Tai
Title: Co-Manager

ATTACHMENT 1

Description of the Premises

Address: Town of Easton
Sanitary Landfill
114 Prospect Street
South Easton, MA 02375

Legal Description: (to be provided by town)

Description of the Premises (as further shown on the attached plan drawing): Approximately 8.2 acres of land on the parcel identified as Assessor's Map 16R Lot 17, and as indicated in the attached figure "Allowable Area For Installation Construction: Town of Easton Closed Landfill" and in the landfill as built plan "Topographical As-Built Plan for the Easton Landfill", prepared by E.T & L. Corp., stamped on 10-1-2003. Land to be used will also include such area on and off the landfill needed to interconnect the solar facility to the utility grid.

Supplement to Attachment 1

EXHIBIT F

TERMINATION PAYMENT SCHEDULE

<u>Year:</u>	<u>Termination Fee</u>
1	\$7,462,451
2	\$7,127,645
3	\$6,493,584
4	\$5,844,400
5	\$5,399,962
6	\$4,402,788
7	\$4,017,242
8	\$3,601,797
9	\$3,144,067
10	\$2,640,699
11	\$2,098,041
12	\$1,796,789
13	\$1,754,807
14	\$1,707,531
15	\$1,654,514
16	\$1,595,273
17	\$1,529,288
18	\$1,455,996
19	\$1,374,789
20	\$1,305,972

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CONTRACTOR: GLC-(MA) EASTON, LLC

By: Jason Chih-Sheng Tai

Name: Jason Chih-Sheng Tai

Title: Authorized Person

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Jason Chih-Sheng Tai, authorized signatory for
name of signatory

GLC-(MA) Easton, LLC, whose
name of contractor

principal place of business is at 1115 Westford Street, 2nd Floor, Lowell, MA 01851

, Jason Chih-Sheng Tai does hereby certify under the pains and penalties of perjury

that GLC-(MA) Easton, LLC has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Jason Chih-Sheng Tai

Federal Identification No. of GLC-(MA) Easton, LLC:
name of contractor

45-5261694

number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 0726293 1-415-546-9300
Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc., License #0726293
One Market Plaza, Spear Tower
Suite 200
San Francisco, CA 94105

CONTACT NAME:	
PHONE (A/C, No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: ACE AMER INS CO	NAIC # 22667
INSURER B: ZURICH AMER INS CO	16535
INSURER C: AMERICAN GUAR & LIAB INS	26247
INSURER D: CATLIN SPECIALTY INS CO	15989
INSURER E:	
INSURER F:	

INSURED
GLC (MA)-Easton LLC

2500 Venture Oaks Way
Suite 390
Sacramento, CA 95833

COVERAGES CERTIFICATE NUMBER: 27691811 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Liab <input checked="" type="checkbox"/> \$1Mil. Each Claim/Agg. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PMG G2591109A 001	04/01/12	04/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Agg. \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP948270201	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ -0-			AUC9482910-01	04/01/12	04/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC948270301	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			CPL2027890413	04/01/12	04/01/13	Each Loss/Agg. 2,000,000 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder as additional insured as respects to the General Liability required by written contract.

CERTIFICATE HOLDER Town of Easton 136 Elm Street North Easton, MA 02356 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Frank O'Neil</i>

draft

Bond No. TBD

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Borrego Solar Systems, Inc.
5005 Texas Street., #400
San Diego, CA 92108

SURETY:

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653-0002

OWNER (Name and Address):

GLC-(MA) Easton, LLC
2500 Venture Oaks Way, #300
Sacramento, CA 95833-4222

CONSTRUCTION CONTRACT

Date: 12/1/2011

Amount: \$ 6,237,504

Six million two hundred thirty seven thousand five hundred four and xx/100 Dollars

Description (Name and Location):

Easton Landfill, 114 Prospect Street, South Easton, MA 02375

BOND:

Date: 6/14/2012 (Not earlier than Construction Contract Date)

Amount: \$6,237,504

Six million two hundred thirty seven thousand five hundred four and xx/100 Dollars

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company
Borrego Solar Systems, Inc.

Signature: _____

Name: _____

Title: _____

SURETY

Company
The Hanover Insurance Company

Signature: _____

Name: Aidan Smock

Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond)

FOR INFORMATION ONLY – Name, address and telephone

AGENT OR BROKER:

Barney & Barney, LLC
Richard Hallett (858) 875-3022
9171 Towne Centre Dr., #500
San Diego, CA 92122

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless, the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the

commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14. DEFINITIONS**
- 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company

Borrego Solar Systems, Inc.

Signature: _____

Name: _____

Title: _____

SURETY

Company

The Hanover Insurance Company

Signature: _____

Name: Aidan Smock

Title: Attorney-in-Fact

draft

Bond No.: TBD

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Borrego Solar Systems, Inc.
5005 Texas Street., #400
San Diego, CA 92108

SURETY:

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653-0002

OWNER (Name and Address):

GLC-(MA) Easton, LLC
2500 Venture Oaks Way, #300
Sacramento, CA 95833-4222

CONSTRUCTION CONTRACT

Date: 12/1/2011
Amount: \$ 6,237,504

~~Six million two hundred thirty seven thousand five hundred four and xx/100~~ Dollars

Description (Name and Location):

Easton Landfill, 114 Prospect Street, South Easton, MA 02375

BOND:

Date: 6/14/2012 (Not earlier than Construction Contract Date)

Amount: \$ \$6,237,504

~~Six million two hundred thirty seven thousand five hundred four and xx/100~~ Dollars

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: Borrego Solar Systems, Inc. (Corporate Seal)

SURETY

Company: The Hanover Insurance Company (Corporate Seal)

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: Aidan Smock
Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT OR BROKER:

Barney & Barney, LLC
Richard Hallett (858) 875-3022
9171 Towne Centre Dr., #500
San Diego, CA 92122

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligation to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13)
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligations to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any disputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of

the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 DEFINITIONS

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or furnished or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3. **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Agreement and the Contract Documents.

16.4. **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ *(Corporate Seal)*

Borrego Solar Systems, Inc. _____

Signature: _____

Name: _____

Title: _____

SURETY
Company: _____ *(Corporate Seal)*

The Hanover Insurance Company _____

Signature: _____

Name: Aidan Smock

Title: Attorney-in-Fact



ALLMERICA FINANCIAL[®]
HANOVER INSURANCE

DRAFT COPY
100 North Parkway
Worcester, MA 01605

Rider Adding
Additional Obligees

The Hanover Insurance Company

Massachusetts Bay Insurance Company

To be attached to and form a part of Bond No. TBD dated the 14th day of June, 2012, issued by The Hanover Insurance Company as Surety, on behalf of Borrego Solar Systems, Inc.

_____, as Principal
in favor of GLC-(MA) Easton, LLC
as Obligees.

WHEREAS, upon the request of the Principal and Obligees the attached bond is hereby amended to add Town of Easton
as an additional obligee.

PROVIDED, HOWEVER, there shall be no liability under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth, all of the acts of one Obligees being binding on the other.
In no event shall the liability of the principal and the surety to the obligee, or either of them exceed the penal sum stated on the bond.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 14th day of June, 2012.

Borrego Solar Systems, Inc.
PRINCIPAL NAMED IN BOND

By _____

GLC-(MA) Easton, LLC
OBLIGEE NAMED IN BOND

By _____

Town of Easton
ADDITIONAL OBLIGEE

By _____

THE HANOVER INSURANCE COMPANY

MASSACHUSETTS BAY INSURANCE COMPANY

By: _____
Attorney-in-fact



The Hanover Insurance Company

Massachusetts Bay Insurance Company

To be attached to and form a part of Bond No. _____, dated the _____ day of _____, 19_____, issued by _____ as Surety, on behalf of _____, as Principal in favor of _____ as Obligee.

WHEREAS, upon the request of the Principal and Obligee the attached bond is hereby amended to add _____ as an additional obligee.

PROVIDED, HOWEVER, there shall be no liability under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth; all of the acts of one Obligee being binding on the other.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this _____ day of _____, 19_____.

THE HANOVER INSURANCE COMPANY

MASSACHUSETTS BAY INSURANCE COMPANY

By _____
PRINCIPAL NAMED IN BOND

By: _____
Attorney-in-fact

By _____
OBLIGEE NAMED IN BOND

By _____
ADDITIONAL OBLIGEE

**WRITTEN CONSENT OF SOLE MEMBER
OF
GLC-(MA) EASTON, LLC**

(Project Documents)

On June 18, 2012, the undersigned, constituting the sole member (the "Sole Member") of GLC-(MA) Easton, LLC, a Delaware limited liability company (the "Company"), does hereby adopt the following resolutions with respect to the Company:

WHEREAS, the Company is currently governed pursuant to an Operating Agreement effective as of April 2, 2012 (the "LLC Agreement") entered into by the Sole Member;

WHEREAS, the LLC Agreement authorizes the Company to engage in any lawful activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act, as amended from time to time;

WHEREAS, the Company has taken and will take various steps to own and operate a solar photovoltaic power generation system to be located at a site in the Town of Easton, Massachusetts (the "Solar Energy Project");

WHEREAS, the Company desires to enter into various documents in connection with the Solar Energy Project, including, without limitation, a Net Metering Power Sales Agreement, by and between the Company and the Town of Easton, substantially in the form of Exhibit A attached hereto and a Solar Facilities Lease, by and between the Company and the Town of Easton, substantially in the form of Exhibit B attached hereto (together, the "Transaction Documents").

NOW, THEREFORE, BE IT:

RESOLVED, subject to the limitations set forth in the LLC Agreement, that GLC Solar Fund VII, LLC, a Delaware limited liability company, as manager of the Company (the "Manager"), be, and is authorized and directed to execute and deliver (or cause to be executed and delivered) any Transaction Documents for and in the name and on behalf of the Company, in connection with the transactions described above, with such changes, variations, omissions and insertions as it shall approve, the execution and delivery by it to constitute conclusive evidence of such approval;

RESOLVED, subject to the limitations set forth in the LLC Agreement, that the Manager, be, and is, authorized and directed to execute and deliver all other affidavits, certificates, agreements, instruments and documents, to pay all fees, charges and expenses, and to do or cause to be done all other acts and things which are required or provided for under the terms of the Transaction Documents or which may be necessary or in its opinion, desirable and proper in order to effectuate the purposes of the foregoing resolution and to cause compliance by the Company with all terms, covenants and conditions of the Transaction Documents on the Company's part to be performed or observed;

RESOLVED, that the actions of the Manager and its affiliates relating to the Solar Energy Project are hereby consented to in all respects and are hereby ratified, confirmed and approved and that any and all lawful actions previously taken by the Manager of the Company in connection with or related to the Solar Energy Project, which would have been authorized by these resolutions except that such lawful actions were taken prior to the adoption of such resolutions be, and each of them hereby is, authorized, approved, ratified, confirmed and adopted as being actions of the Company; and

RESOLVED, that any and all Transaction Documents, instruments and other writings previously executed and delivered or acts performed by the Manager in connection with the transaction described above, be, and the same hereby are, consented to in all respects and are hereby ratified, confirmed and approved.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Sole Member has delivered this Written Consent of Sole Member of GLC-(MA) Easton, LLC as of the date first written above.

GLC SOLAR FUND VII, LLC, a Delaware limited liability company

By: GLC Solar Management VII, LLC, its Manager

By: Green Lake Capital, LLC, its Manager


By: 
Name: Jason Chih-Sheng Tai
Title: Co-Manager

Exhibit A

Exhibit B

CERTIFICATE OF FORMATION

OF

GLC-(MA) EASTON, LLC


This Certificate of Formation of GLC-(MA) Easton, LLC (the "Company") is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del.C. §18-201, *et seq.*).

FIRST: The name of the limited liability company formed hereby is GLC-(MA) Easton, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, Delaware 19904.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 11 th day of May, 2012.



Name: Jason Chih-Sheng Tai
Title: Authorized Person

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GLC-(MA) EASTON, LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF MAY, A.D. 2012, AT 10:42 O'CLOCK A.M.

5153152 8100

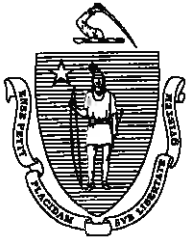
120546981

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0566129

DATE: 05-11-12



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

June 14, 2012

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

GLC-(MA) EASTON, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 14, 2012**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **GLC SOLAR FUND VII, LLC**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **JASON CHIH-SHENG TAI, BORREGO SOLAR SYSTEMS, INC.**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Processed By:JTO

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLC-(MA) EASTON, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF JUNE, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLC-(MA) EASTON, LLC" WAS FORMED ON THE ELEVENTH DAY OF MAY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5153162 8300

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Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9635941

DATE: 06-12-12

**WRITTEN CONSENT OF SOLE MEMBER
OF
GLC SOLAR FUND VII, LLC**

(Easton Project Documents)

On June 18, 2012, the undersigned being the sole member (the "Sole Member") of GLC Solar Fund VII, LLC, a Delaware limited liability company (the "Company"), does hereby adopt the following resolutions with respect to the Company:

WHEREAS, the Company is currently governed pursuant to an Operating Agreement of the Company dated November 16, 2011 (the "LLC Agreement") entered into by the Sole Member as both manager and member;

WHEREAS, the LLC Agreement authorizes the Company to engage in any lawful activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act, as amended from time to time;

WHEREAS, the Company serves as the Manager of GLC-(MA) Easton, LLC (the "Easton SPV");

WHEREAS, the Easton SPV own, operate, design, install and finance a commercial solar electric system in town of Easton, Massachusetts (the "Easton Project"); and

WHEREAS, either directly or on behalf of the Easton SPV as manager or member, the Company has or will enter into various documents in connection with the Easton Project, including, without limitation a Net Metering Power Sales Agreement, by and between the Easton SPV and the Town of Easton and a [Solar Facilities Lease], by and between the Easton SPV and the Town of Easton (the "Transaction Documents").

NOW, THEREFORE, BE IT:

RESOLVED, that GLC Solar Management VII, LLC, a Delaware limited liability company, as manager of the Company (the "Manager"), be, and is, authorized and directed to execute and deliver (or cause to be executed and delivered) any Transaction Documents for and in the name and on behalf of the Company, in connection with the Easton Project as described above, with such changes, variations, omissions and insertions as it shall approve, the execution and delivery by it to constitute conclusive evidence of such approval;

RESOLVED, that the Manager, be, and is, authorized and directed to execute and deliver all other affidavits, certificates, agreements, instruments and documents, to pay all fees, charges and expenses, and to do or cause to be done all other acts and things which are required or provided for under the terms of the Transaction Documents or which may be necessary or in its opinion, desirable and proper in order to effectuate the purposes of the foregoing resolution and to cause compliance by the Company with all terms, covenants and conditions of the Transaction Documents on the Company's part to be performed or observed; and

RESOLVED, that any and all Transaction Documents, instruments and other writings previously executed and delivered or acts performed by the Manager in connection with the Easton Project, be, and the same hereby are, consented to in all respects and are hereby ratified, confirmed and approved.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Sole Member of the Company has delivered this Written Consent of Sole Member of GLC Solar Fund VII, LLC as of the date first above written.

SOLE MEMBER:

GLC SOLAR MANAGEMENT VII, LLC

By: Green Lake Capital, LLC, its Manager

By: 
Name: Jason Chih-Sheng Tai
Title: Co-Manager

OPERATING AGREEMENT
OF
GLC SOLAR FUND VII, LLC

This Operating Agreement (the "Agreement") of GLC Solar Fund VII, LLC (the "Company") is executed effective as of November 16, 2011, by Green Lake Capital, LLC, as the sole member (the "Member").

RECITALS

The Member hereby forms a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del C. Sections 18-101 et seq. as amended from time to time (the "Act"), and for that purpose has caused a Certificate of Formation (the "Certificate") to be prepared, executed and filed with the office of the Secretary of State of the State of Delaware on November 16, 2011, such filing being hereby adopted and ratified in all respects, and hereby agrees as follows:

1. Definitions. As used in this Agreement:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" or "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"Manager" means Green Lake Capital, LLC, a Delaware limited liability company, or any Person who becomes a Manager as provided in this Agreement, in each such Person's capacity as such.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

2. Formation.

- A. Name. The name of the limited liability company is GLC Solar Fund VII, LLC.
- B. Purposes and Powers. The purpose of the Company is to engage in any lawful activity for which limited liability companies may be formed under the Act.
- C. Defects as to Formalities. A failure to observe any formalities or requirements of this Agreement, the Certificate or the Act, as the same may be amended, shall not be grounds for imposing personal liability on the Member or Manager

for liabilities of the Company.

- D. No Partnership Intended. The Company has been formed under the Act and is expressly not intended to be a partnership under either the Delaware Revised Uniform Partnership Act or the Delaware Revised Uniform Limited Partnership Act or a corporation under the General Corporation Law of the State of Delaware. For so long as the Company has only one Member, the Company is intended to be disregarded for federal income tax purposes except as otherwise required under applicable law. The Company shall take such actions, including the making of available tax elections, as are reasonably necessary to ensure that the Company will be so classified.
- E. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Company, its Member and its successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company, the Manager and any Member with respect to any contribution or otherwise.
- F. Title to Property. All assets and property, whether real or personal, tangible or intangible, including contractual rights, owned or possessed by the Company shall be held or possessed in the name of the Company. All such assets, rights, and property shall be deemed to be owned or possessed by the Company as an entity, and no Member individually shall have any ownership of or rights to such property. Any Member's interest in the Company shall be personal property for all purposes.
- G. Certificate. The Member hereby ratifies the execution and filing by Jason Chih-Sheng Tai, an authorized person within the meaning of the Act, of the Certificate with the office of the Secretary of State of the State of Delaware.

2. Management.

- A. Authority. The Manager of the Company shall have complete and absolute discretion in the management and control of the affairs and business of the Company and shall possess all power and authority necessary and convenient to carry out the purpose of the Company, including without limitation, the power and authority to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the State of Delaware. The Manager has the authority to bind the Company. Notwithstanding any other provision of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other Person.
- B. Removal and Withdrawal of Managers. The Member may remove and replace

the Manager, with or without cause, at any time. Removal of the Manager shall be effective immediately upon the receipt of the Manager of a written notice of removal signed by the Member. A Manager shall be entitled to withdraw as Manager 120 days after delivery of written notice to the Company and the Member of the Manager's intention to withdraw, or upon such earlier date as the Manager's withdrawal is accepted by the Member. Upon the removal or withdrawal of a Manager, the Member shall appoint a replacement Manager to manage the Company.

3. Limited Liability; Exculpation and Indemnity.

- A. No person who is or was or has agreed to be a Manager, Member, officer, agent, consultant or employee of the Company and no employee, representative, agent or affiliate of a Manager or Member (individually, a "Covered Person," and collectively, "Covered Persons") shall have any liability under a judgment, decree, or order of court, or in any other manner, for a debt, obligation, or liability of the Company, in each case except to the extent required by the Act.
- B. No Covered Person shall be liable to the Company or the Member for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person may be liable for any such loss, damage or claim incurred by such Covered Person's gross negligence or willful misconduct.
- C. The Company shall, to the fullest extent permitted by applicable law as the same exists or may hereafter be in effect, indemnify any Covered Person who is or was made or threatened to be made a party to, and is or was otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, legislative, or investigative, including an action by or in the right of the Company to procure a judgment in its favor and an action by or in the right of any other limited liability company of any type or kind, domestic or foreign, or any corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, which such person is serving or has served or has agreed to serve in any capacity at the request of the Company, by reason of the fact that he or she is or was or has agreed to become a Covered Person, or is or was serving or has agreed to serve such other limited liability company, corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise in any capacity, against judgments, fines, amounts paid or to be paid in settlement, penalties, costs, charges, and expenses, including reasonable attorneys' fees, incurred in connection with such action or proceeding or any appeal thereof; provided, however, that no indemnification shall be provided to any such person if a judgment or other final adjudication adverse to the Covered Person establishes that (i) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so

adjudicated, or (ii) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. The benefits of this Section 3 shall extend to the heirs, executors, administrators, and legal representatives of any person entitled to indemnification under this Section 3.

- D. Except as prohibited by applicable law, the Company shall, from time to time, promptly upon request, reimburse or advance to any Covered Person the funds necessary for payment of expenses incurred in connection with any action, suit, or proceeding referred to above, upon receipt of a written undertaking by or on behalf of such Covered Person to repay such amounts if and to the extent that such repayment is required pursuant to applicable law.
- E. The right to indemnification and to the reimbursement or advancement of expenses pursuant to this Section 3 is a contract right provided in consideration of services to the Company, with respect to which a Covered Person may bring suit as if the provisions of this Section 3 were set forth in a separate written contract between the Company and such Covered Person, and (ii) shall continue to exist after any future termination, rescission or restrictive modification hereof with respect to any alleged cause of action that accrues, or any other incident or matter that occurs, prior to such termination, rescission or modification.

4. Name, Office, Books and Records. The principal office of the Company shall be 2500 Venture Oaks Way, Suite 390, Sacramento, California 95833-4222; provided that the Manager may at any time change the name of the Company, or the location of such principal office without the approval of the Member, but notice thereof shall be given to the Member within a reasonable time after such change is made. The agent for service of process on the Company in Delaware shall be National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Kent County, Delaware 19904 and the agent for service of process on the Company in California shall be Jason Chih-Sheng Tai, 2500 Venture Oaks Way, Suite 390, Sacramento, California 95833-4222. The Company may maintain such other offices as determined appropriate by the Manager. The Manager shall, at the expense of the Company, keep and maintain, or cause to be kept and maintained, the books and records of the Company on the method of accounting determined appropriate for the Company by the Manager, which books shall be kept separate and apart from the books and records of the Manager.

5. Contributions. The Member shall make an initial capital contribution to the Company consisting of cash. The Member may make, and the Manager may request, additional capital contributions to the Company from time to time. Except as set forth in the first sentence of this Section 5, the Member shall not be required to make any capital contribution to the Company, whether on liquidation of the Company or otherwise.

6. Allocations and Distributions. All net income, net loss and other items for federal income tax purposes shall be allocated to the Member. All distributions of cash and/or property from the Company shall be distributed to the Member. The Manager may in its sole discretion make distributions of the Company's assets from time to time.

7. Term. The term of this Company shall commence on the date of the filing of the

Certificate of Formation with the Secretary of State of Delaware and the term shall continue until January 31, 2072 unless earlier dissolved by a decision of the Member or otherwise as prescribed by applicable law.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

9. Amendment. This Agreement may be amended only in writing by a document duly executed by the Member and the Manager. It is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement (as this Agreement may be amended from time to time).

[Signature Page to Follow]

IN WITNESS WHEREOF, the Member and Manager have caused this Agreement to be executed as of the date first written above.

MANAGER:

GLC SOLAR MANAGEMENT VII, LLC

By: GREEN LAKE CAPITAL, LLC, its
Manager

By: _____

Name: Jason Chih-Sheng Tai
Title: Co-Manager

MEMBER:

GLC SOLAR MANAGEMENT VII, LLC

By: GREEN LAKE CAPITAL, LLC, its
Manager

By: _____

Name: Jason Chih-Sheng Tai
Title: Co-Manager



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

June 14, 2012

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

GLC SOLAR FUND VII, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 14, 2012**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **GLC SOLAR MANAGEMENT VII, LLC**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **JASON CHIH-SHENG TAI, BORREGO SOLAR SYSTEMS, INC.**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLC SOLAR FUND VII, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF JUNE, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLC SOLAR FUND VII, LLC" WAS FORMED ON THE SIXTEENTH DAY OF NOVEMBER, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



5066782 8300

120728315

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9635916

DATE: 06-12-12

**WRITTEN CONSENT OF SOLE MEMBER
OF
GLC SOLAR MANAGEMENT VII, LLC**

(Easton Project Documents)

On June 18, 2012, the undersigned being the sole member (the "Sole Member") of GLC Solar Management VII, LLC, a Delaware limited liability company (the "Company"), does hereby adopt the following resolutions with respect to the Company:

WHEREAS, the Company is currently governed pursuant to an Operating Agreement of the Company dated November 16, 2011 (the "LLC Agreement") entered into by the Sole Member as both manager and member;

WHEREAS, the LLC Agreement authorizes the Company to engage in any lawful activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act, as amended from time to time;

WHEREAS, the Company serves as the Manager of GLC Solar Fund VII, LLC (the "Project Entity");

WHEREAS, the Project Entity or the Company will act as a manager, member or managing member of GLC-(MA) Easton, LLC (the "Easton SPV");

WHEREAS, the Easton SPV will, itself or through its subsidiaries, own, operate, design, install and finance a commercial solar electric system in town of Easton, Massachusetts (the "Easton Project"); and

WHEREAS, either directly or on behalf of its affiliates as manager, member or managing member, as applicable, the Company has or will enter into various documents in connection with the Easton Project, including, without limitation a Net Metering Power Sales Agreement, by and between the Easton SPV and the Town of Easton and a [Solar Facilities Lease], by and between the Easton SPV and the Town of Easton (the "Transaction Documents").

NOW, THEREFORE, BE IT:

RESOLVED, that Green Lake Capital, LLC, a Delaware limited liability company, as manager of the Company (the "Manager"), be, and is, authorized and directed to execute and deliver (or cause to be executed and delivered) any Transaction Documents for and in the name and on behalf of the Company, in connection with the Easton Project as described above, with such changes, variations, omissions and insertions as it shall approve, the execution and delivery by it to constitute conclusive evidence of such approval;

RESOLVED, that the Manager, be, and is, authorized and directed to execute and deliver all other affidavits, certificates, agreements, instruments and documents, to pay all fees, charges and expenses, and to do or cause to be done all other acts and things which are required

or provided for under the terms of the Transaction Documents or which may be necessary or in its opinion, desirable and proper in order to effectuate the purposes of the foregoing resolution and to cause compliance by the Company with all terms, covenants and conditions of the Transaction Documents on the Company's part to be performed or observed; and

RESOLVED, that any and all Transaction Documents, instruments and other writings previously executed and delivered or acts performed by the Manager in connection with the Easton Project, be, and the same hereby are, consented to in all respects and are hereby ratified, confirmed and approved.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Sole Member of the Company has delivered this Written Consent of Sole Member of GLC Solar Management VII, LLC as of the date first above written.

SOLE MEMBER:

GREEN LAKE CAPITAL, LLC

By: 
Name: Jason Chih-Sheng Tai
Title: Co-Manager



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

June 14, 2012

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

GLC SOLAR MANAGEMENT VII, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 14, 2012**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **JASON CHIH-SHENG TAI, BORREGO SOLAR SYSTEMS, INC.**

In testimony of which,

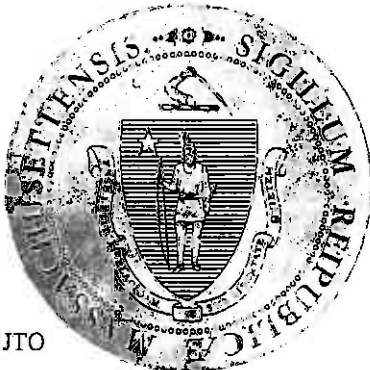
I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Processed By:JTO

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLC SOLAR MANAGEMENT VII, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF JUNE, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLC SOLAR MANAGEMENT VII, LLC" WAS FORMED ON THE SIXTEENTH DAY OF NOVEMBER, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

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You may verify this certificate online at corp.delaware.gov/authvar.shtml



Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9637557

DATE: 06-12-12

MANAGER CERTIFICATE
Relating to
GREEN LAKE CAPITAL, LLC

(Solar Fund VII - Easton Project Documents)

As of this 18th day of June, 2012, Jason Chih-Sheng Tai, a Co-Manager of Green Lake Capital, LLC, a Delaware limited liability company (the "Company"), does hereby certify on behalf of the Company as follows:

1. The Company is a limited liability company duly formed and in good standing under the laws of the State of Delaware. The Company is also registered and in good standing as a foreign limited liability company under the laws of the Commonwealth of Massachusetts.

2. Attached hereto as Exhibit A is a true, correct and complete copy of the Limited Liability Company Agreement of the Company dated as of August 24, 2009 (the "Operating Agreement"). The Operating Agreement has not been modified or amended and is in full force and effect on the date hereof.

3. Attached hereto as Exhibit B is a Certificate indicating that the Company is duly formed under the laws of the State of Delaware and is in good standing and has legal existence issued by the Secretary of State of the State of Delaware on June 14, 2012.

4. Attached hereto as Exhibit C is a Certificate indicating that the Company is duly registered and authorized to transact business under the laws of the Commonwealth of Massachusetts issued by the Secretary of State of the Commonwealth of Massachusetts on June 14, 2012.

5. Attached hereto as Exhibit D is a true, correct and complete copy of the Written Consent of Sole Member of the Company dated October 16, 2010 (the "Member Consent") providing that Jason Chih-Sheng Tai and Sun-Ding Chang are the Co-Managers of the Company who are authorized to sign documents on behalf of the Company, including in the Company's capacity as the manager and sole member of GLC Solar Management VII, LLC (which is the manager of GLC Solar Fund VII, LLC (which is the manager and sole member of GLC-(MA) Easton, LLC). The Member Consent has not been modified or amended and is in full force and effect on the date hereof.

[Signature Page Attached]

This Manager Certificate Relating To Green Lake Capital, LLC may be relied upon by the Town of Easton, Massachusetts.



Jason Chih-Sheng Tai, a Co-Manager of
Green Lake Capital, LLC

Exhibit A

Copy of the Operating Agreement

Exhibit A

Copy of the Operating Agreement

LIMITED LIABILITY COMPANY AGREEMENT

OF

GREEN LAKE CAPITAL, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of GREEN LAKE CAPITAL, LLC (the "Company") is made and entered into as of August __, 2009, by Energy Pilot Limited (the "Sole Member").

1. **Name.** The name of the Company is "Green Lake Capital, LLC."
2. **Business of the Company.** The purpose and business of the Company shall be the conduct of any business or activity that may be conducted by a limited liability company organized pursuant to the Delaware Limited Liability Company Act, as amended from time to time.
3. **Location of Principal Place of Business.** The location of the principal place of business of the Company is:

c/o Stan Chang
APAC Chemical Corporation
150 N. Santa Anita Ave., Suite 850
Arcadia, California 91006
4. **Term of Company.** The Company is to begin as of the date hereof, and the Company is to terminate upon determination of the Sole Member.
5. **Authority.** Subject to the limitations provided in this Agreement, the Sole Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Sole Member on behalf of the Company shall constitute the act of and serve to bind the Company. In dealing with the Sole Member acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the Sole Member to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of the Sole Member as set forth in this Agreement.
6. **Election of Officers; Delegation of Authority.** The Sole Member may, from time to time, designate one or more officers with such titles as may be designated by the Sole Member to act in the name of the Company with such authority as may be delegated to such officer(s) by the Sole Member. Any such officer shall act pursuant to such delegated authority until such officer is removed by the Sole Member. Any action taken by an officer designated by the Sole Member shall constitute the act of and serve to bind the Company. In dealing with the officers acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the officers to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this

Agreement and any instrument designating such officer and the authority delegated to him or her.

7. Cash and Property Contributed to the Company. The Sole Member shall make an initial contribution of cash or property to the Company at such time and in such amounts as the Sole Member shall determine.

8. Additional Contributions. The Sole Member may make additional contributions of cash or property to the Company at such times and in such amounts as the Sole Member shall determine.

9. Share of Profits and Other Compensation to be Received by the Members. The Sole Member shall be entitled to all of the profits, losses and distributions of the Company.

10. Fiscal Year. The fiscal year of the Company shall be the calendar year.

11. Amendments. Amendments to this Agreement may be made only if embodied in an instrument signed by the Sole Member.

12. Amendment of Certificate. In the event this Agreement shall be amended pursuant to Section 11 hereof, the Sole Member shall amend the Certificate of Formation of the Company to reflect such change if it deems such amendment of the Certificate of Formation of the Company to be necessary or appropriate.

13. Indemnification.

(i) The Company shall indemnify and hold harmless the Sole Member and its affiliates and their respective stockholders, members, managers, directors, officers, employees and agents (each, an "Indemnified Party") from and against any loss, expense, damage or injury suffered or sustained by them, by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were not a result of fraud, gross negligence or willful misconduct by such Indemnified Party. Any indemnification pursuant to this Section 13 shall only be from the assets of the Company.

(ii) Expenses (including attorneys' fees) incurred by an Indemnified Party in a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding; provided that if an Indemnified Party is advanced such expenses and it is later determined that such Indemnified Party was not entitled to indemnification with respect to such action, suit or proceeding, then such Indemnified Party shall reimburse the Company for such advances.

(iii) No amendment, modification or deletion of this Section 13 shall apply to or have any effect on the right of any Indemnified Party to indemnification for or with respect to

any acts or omissions of such Indemnified Party occurring prior to such amendment, modification or deletion.

14. **Exculpation.** No Indemnified Party shall be liable, responsible or accountable in damages or otherwise to the Company or any member of the Company for any loss incurred as a result of any act or failure to act by such Indemnified Party on behalf of the Company unless such loss is finally determined by a court of competent jurisdiction to have resulted solely from such Person's fraud, gross negligence or willful misconduct. No amendment, modification or deletion of this Section 14 shall apply to or have any effect on the liability or alleged liability of any Indemnified Party for or with respect to any acts or omissions of such director occurring prior to such amendment, modification or deletion.

15. **Liability.** The Sole Member shall not be liable for the repayment, satisfaction or discharge of any Company liabilities.

16. **Expenses.** The Company shall pay for all expenses incurred in connection with the operation of the Company's business. The Sole Member and the officers, employees and agents of the Company shall be entitled to receive out of Company funds reimbursement of all Company expenses expended by such persons.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

SOLE MEMBER:

ENERGY PILOT LIMITED

By: 

Exhibit B

Copy of Delaware Good Standing Certificate

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GREEN LAKE CAPITAL, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF JUNE, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GREEN LAKE CAPITAL, LLC" WAS FORMED ON THE TWENTY-FOURTH DAY OF AUGUST, A.D. 2009.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4723379 8300

120740473

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9644598

DATE: 06-14-12

Exhibit C

Copy of Massachusetts Good Standing Certificate



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

June 14, 2012

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

GREEN LAKE CAPITAL, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 14, 2010**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **SUN-DING CHANG, JASON CHIH-SHENG TAI**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **SUN-DING CHANG, JASON CHIH-SHENG TAI**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Exhibit D

Member Consent

WRITTEN CONSENT OF SOLE MEMBER
OF
GREEN LAKE CAPITAL, LLC

On October 16, 2010, the undersigned being the sole member (the "Sole Member") of Green Lake Capital, LLC, a Delaware limited liability company which operates in California under the name Greenco, LLC, (the "Company"), does hereby adopt the following resolutions with respect to the Company:

WHEREAS, the Company is currently governed pursuant to a Limited Liability Company Agreement dated August 24, 2009 (the "LLC Agreement") entered into by the Sole Member;

WHEREAS, the LLC Agreement authorizes the Company to conduct any business or activity that may be conducted by a limited liability company organized pursuant to the Delaware Limited Liability Company Act, as amended from time to time;

WHEREAS, the Company will act as a manager, member or managing member of various other affiliated entities (the "Affiliated Entities");

WHEREAS, it is intended that the Affiliated Entities will participate directly or indirectly in various functions relating to the ownership, operation, design, development, installation and financing of various commercial solar electric systems (each a "Solar Energy Transaction"); and

WHEREAS, either directly or on behalf of Affiliated Entities as manager, member or managing member, as applicable, the Company will enter into various documents in connection with each Solar Energy Transaction, including, without limitation, operating agreements, loan documents, guaranty agreements, power purchase agreements, development agreements, license agreements, operation and maintenance agreements, renewable energy contracts, installation contracts, interconnection agreements and various other documents and agreements that are necessary to evidence and govern each Solar Energy Transaction including the LLC Agreement and a Guaranty substantially in the form of Exhibit A (collectively, the "Transaction Documents").

NOW, THEREFORE, BE IT

RESOLVED, that each of Jason Chih-Sheng Tai and Sun-Ding Chang as co-managers of the Company (each a "Co-Manager" and, collectively, the "Co-Managers"), acting jointly or alone, be, and they are, authorized and directed to execute and deliver (or cause to be executed and delivered) any Transaction Documents for and in the name and on behalf of the Company, either directly or in the Company's capacity as a manager, member or managing member, as applicable, of an Affiliated Entity, in connection with any Solar Energy Transaction as described above, with such changes, variations, omissions and insertions as they shall approve, the execution and delivery by them to constitute conclusive evidence of such approval; be it further

RESOLVED, that the Co-Managers, directly or on behalf of the Company as a manger, member or managing member, as applicable, of an Affiliated Entity, and acting jointly or alone be, and they are, authorized and directed to execute and deliver all other affidavits, certificates, agreements, instruments and documents, to pay all fees, charges and expenses, and to do or cause to be done all other acts and things which are required or provided for under the terms of the Transaction Documents or which may be necessary or in their opinion, desirable and proper in order to effectuate the purposes of the foregoing resolution and to cause compliance by the Company with all terms, covenants and conditions of the Transaction Documents on the Company's or Affiliated Entity's part to be performed or observed; and be it further

RESOLVED, that any and all Transaction Documents, instruments and other writings previously executed and delivered or acts performed by the Co-Managers, either directly or on behalf of the Company as a manager, member or managing member, as applicable, of an Affiliated Entity, in connection with the above-referenced Solar Energy Transactions, be, and the same hereby are, consented to in all respects and are hereby ratified, confirmed and approved.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Sole Member of the Company has delivered this Written Consent of Sole Member of Green Lake Capital, LLC as of the date first above written,

SOLE MEMBER:
ENERGY PILOT LIMITED

By: *[Signature]*
Name: *Fred Pan*
Title: *Director*



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

June 14, 2012

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Secretary of the Commonwealth



Delaware

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The First State

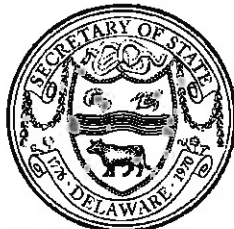
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