

**GENERAL TERMS AND CONDITIONS OF THE
ON-SITE
NET METERING CREDIT PURCHASE AGREEMENT**

By and Between

THE TOWN OF LUDLOW, MASSACHUSETTS

And

GLC DEVELOPMENT, LLC

March 6, 2012

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EXHIBITS

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**GENERAL TERMS AND CONDITIONS OF
THE
NET METERING CREDIT PURCHASE AGREEMENT**

These General Terms and Conditions ("General Conditions") are dated as of March 6, 2012, ("Effective Date") and are witnessed, acknowledged, and executed by authorized representatives of GLC Development, LLC, a Delaware limited liability company ("Provider") and The Town of Ludlow, a Massachusetts municipal organization/governmental agency/etc. ("Buyer" and, together with Provider, each, a "Party" and together, the "Parties"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into one or more On-Site Net Metering Credit Purchase Agreements that may be entered into by and between the Parties or their respective Affiliates. These General Conditions shall have no binding effect upon the Parties unless and until Provider and Buyer (or their Affiliates) enter into a one or more On-Site Net Metering Credit Purchase Agreements.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

(a) "Actual Monthly Production" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

(b) "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

(c) "Agreement" means these General Conditions, together with the Net Metering Credit Power Purchase Agreement in substantially the same form as Exhibit C to these General Conditions, entered into by Provider and Buyer, and all exhibits, schedules and appendices (each an "Exhibit", "Schedule", or "Appendix", as applicable) attached hereto and thereto.

(d) "Applicable Law" or "Applicable Legal Requirement" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

(e) "Assignment" has the meaning set forth in Section 13.

(f) "Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

(g) “BES” means Buyer’s existing electrical systems that are owned, operated, maintained or controlled by Buyer, including the interconnection of these systems with the Local Electric Utility.

(h) “Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in Massachusetts are required or authorized by Applicable Law to be closed for business.

(i) “Buyer” has the meaning set forth in the introductory paragraph

(j) “Buyer Default” has the meaning set forth in Section 11.2.

(k) “CCR” means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions relating to the Premises.

(l) “Commercial Operation” means that the Solar Energy Facility has been fully constructed in accordance with Applicable Law; has been determined eligible to receive net metering credits by the local electric distribution company; is fully operational and generating electric energy at full capacity, on a commercial basis, and in a manner sufficient to produce the Net Metering Credits to be purchased by Buyer under this Agreement; has been interconnected to the local electrical distribution system with the approval of the local electric distribution company; and has received all permits and approvals required to construct and operate the System.

(m) “Commercial Operation Date” means the date on which the Solar Energy Facility has achieved Commercial Operation as certified in writing by Provider to Buyer and has the meaning set forth in Section 3.3(b).

(n) “Commercial Operation Deadline” means the date which is three hundred and sixty-five (365) days from the Effective Date; provided, however, that the Commercial

Operation Deadline shall be extended on a day-for-day basis for a delay caused by any Force Majeure Event, breach of the Agreement by Buyer, or other action or inaction on the part of Buyer or any other third party occurring after the Effective Date and prior to the Commercial Operation Date.

(o) “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 in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics, and regulations.

(p) “Confidential Information” has the meaning set forth in Section 15.1.

(q) “Dispute” has the meaning set forth in Section 18.4.

(r) “Disruption Period” has the meaning set forth in Section 4.3(b).

(s) “Early Termination Date” means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

(t) “Effective Date” has the meaning set forth in the Introductory Paragraph above.

(u) “Energy” means the supply of electrical energy output from the System.

(v) “Environmental Financial Attributes” shall mean, without limitation, each of the following financial rebates and incentives created under state, local or federal law that are in effect as of the Effective Date or may come into effect in the future: (i) solar renewable energy credits (SRECs) qualified under the Massachusetts Department of Energy Resources (DOER); other state, regional, or federal renewable energy credits (RECs) however so named or referred to (including, but not limited to Renewable Portfolio Standard (RPS) Class I REC’s); incentive tax credits or other tax benefits, and accelerated depreciation (collectively, “allowances”), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of energy generated by the System; and (ii) all reporting rights with respect to such allowances.

(w) “Estimated Annual Production” means the Estimated Annual Production for the applicable year of the Term as set forth in Exhibit H.

(x) “Estimated Remaining Payments” means as of any date, the estimated remaining Solar Services Payments to be made through the end of the then-applicable Term, as reasonably determined by Provider.

(y) “Expiration Date” means the date on which the Agreement terminates by reason of expiration, cancellation or termination of the Term.

(z) “Fair Market Value” has the meaning set forth in Section 2.4.

(aa) “Financing Party” means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Provider (or an Affiliate of Provider) with respect to the System.

(bb) “Force Majeure Event” has the meaning set forth in Section 10.1.

(cc) “General Conditions” means these General Terms and Conditions of the Net Metering Credit Purchase Agreement.

(dd) “Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

(ee) “Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

(ff) Not Used.

(gg) “Indemnified Party” has the meaning set forth in Section 16.1.

(hh) “Initial Term” has the meaning set forth in Section 2.1.

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

(jj) “Invoice Date” has the meaning set forth in Section 6.2.

(kk) “kWh Rate” means the price per kWh set forth in Exhibit D.

(ll) “Lease” means the Solar Facilities Lease substantially in the form of Exhibit A.

(mm) “Liens” has the meaning set forth in Section 7.1(e).

(nn) “Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Buyer at the Premises.

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

(pp) “Meter” has the meaning set forth in Section 4.2.

(qq) “Option Price” has the meaning set forth in Section 2.3.

(rr) “Party” or “Parties” has the meaning set forth in the Introductory paragraph above.

(ss) “Permitted Recipients” has the meaning set forth in Section 15.1.

(tt) “Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

(uu) “Point of Delivery” means the physical location, as set forth in Exhibit G, attached hereto, where the System connects to the Local Electric Utility, at which point custody and control of the Net Metering Credit is transferred from Provider to Buyer.

(vv) “Premises” means the premises described in Exhibit F. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Exhibit F.

(ww) “Provider” has the meaning set forth in the Introductory Paragraph above.

(xx) “Provider Default” has the meaning set forth in Section 11.1(a).

(yy) “Purchase Date” means each Business Day that occurs on the date that is ninety-one (91) days after each successive annual anniversary of the Commercial Operation Date, provided, however, that no Purchase Date shall occur prior to such date that is seven (7) years and ninety one (91) days after the Commercial Operation Date, or after the twentieth (20th) anniversary of the Commercial Operation Date.

(zz) “Purchase Option” has the meaning set forth in Section 2.3.

(aaa) “Renewable Energy Credits” means all certificates (including Tradable Renewable Certificates), green-e tags, or other transferable indicia denoting carbon offset credits or indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to the output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a Governmental Authority, or for which a registry and a market exists (which, as of the Effective Date, are certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3, administered by the Center of Resource Solutions) or for which a market may exist at a future time.

(bbb) “Renewal Term” has the meaning set forth in Section 2.1.

(ccc) “Security Interest” has the meaning set forth in Section 8.2.

(ddd) “Solar Insolation” means the amount of solar kWh per square meter falling on a particular location, as specified by Provider.

(eee) “Solar Energy Facility” shall have the meaning set forth in 220 C.M.R. § 18.00.

(fff) “Solar Services” means the supply of electrical energy output from the System.

(ggg) “Solar Services Payment” has the meaning set forth in Section 6.1.

(hhh) “Specifications” has the meaning set forth in Section 3.1.

(iii) “Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

(jjj) “System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, conduit, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in the Specifications.

(kkk) “System Loss” means loss, theft, damage or destruction of the System, or any other occurrence or event that prevents or limits the System from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or Force Majeure) other than (i) Provider’s gross negligence or intentional misconduct, (ii) Provider’s breach of maintenance obligations under the Agreement, or (iii) normal wear and tear of the System.

(lll) “System Operations” means Provider’s operation, maintenance and repair of the System performed in accordance with the requirements set forth herein.

(mmm) “Term” or “NMA Term” has the meaning set forth in Section 2.1.

(nnn) “Terminal Value(s)” means the value or values, as applicable, set forth in Exhibit E payable under the circumstances described in Section 2.2, Section 2.3, Section 4.3(a), Section 6.1, Section 11.2, or Section 13.3.

(ooo) “Transfer Time” has the meaning set forth in Section 4.3(a).

(ppp) “Net Metering Credit” shall mean that amount which is represented on Buyer’s Local Electric Utility bill as a result of a credit from net-metering the electrical production of the system.

(qqq) “Net Metering Credit Purchase Agreement” means any Net Metering Credit Purchase Agreement (including the Schedules and Exhibits attached thereto) in substantially the same form as Exhibit C hereto, which incorporates these General Conditions.

(rrr) “Net Metering Credit” shall mean that amount which is represented on Buyer’s Local Electric Utility bill as a result of a credit from net-metering the electrical production of the system.

1.2 Interpretation. The captions or headings in the Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement

that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include," "includes," and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof," "herein," and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" in these General Conditions refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operation Date ("Initial Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may renew for up to two (2) additional five (5) year terms provided that the Parties mutually agree in writing to kWh Rate, Terminal Values, and Estimated Annual Production values to be implemented in any such renewal term (each a "Renewal Term") pursuant to the following schedule: If written notice of renewal is given by either Party to the other Party at least two hundred and ten (210) days prior to the expiration of the Initial Term then the other Party may provide its written consent to renew the Agreement within sixty (60) days of the request to renew. If such consent is not provided within such sixty (60) day period, the Agreement shall expire as of the last day of the Initial Term. The Initial Term and the subsequent Renewal Terms, if any, are referred to collectively as the "Term." The kWh Rate, Terminal Values, and Estimated Annual Production values for any Renewal Term shall be mutually agreed to by the Parties on or before the first day of any such Renewal Term with each party using its best efforts to agree on said terms.

2.2 Early Termination.

(a) Pursuant to procedure set forth in Section 2.3, Buyer may terminate the Agreement at any time after the date which is ninety-one (91) days after the seventh (7th) anniversary of the Commercial Operation Date and prior to any applicable Expiration Date for any reason upon ninety (90) days' prior written notice, and purchase the System for the applicable purchase price as set forth below.

(b) In addition to a termination of the Agreement and purchase of the System pursuant to Sections 2.2(a) and 2.3, this Agreement may be terminated as provided in Section 4.3(a), Section 6.1, Section 11.2, or Section 13.3. For avoidance of all doubt, the Party in default shall have an opportunity to cure its default as set forth in the applicable Section of this Agreement, before the other Party may terminate this Agreement. For further avoidance of doubt, if such Party successfully cures such default, the other Party shall have no right to terminate the Agreement as a result of such default. In the event of any such termination, except to the extent specified otherwise in this Agreement, Buyer shall pay to Provider, as liquidated damages, the applicable Terminal Value set forth on Exhibit E, and Provider shall cause the System to be disconnected and removed from the Premises. For the avoidance of doubt, the Parties agree that a Party's payment of the applicable Terminal Value shall be the other Party's sole and exclusive remedy under this Agreement, and at law and in equity, against such Party. In

the event that the terminating Party is Provider, the liquidated damages measure shall be equivalent to six (6) months of cost savings calculated as follows: an amount equal to the positive difference between the value which the Local Electric Utility credits or pays to Buyer for a Utility Credit and the value per kWh for commercially available, Local Electric Utility-provided retail electric energy measured on an "all-in, delivered" basis, as of the date of notice of termination, multiplied by fifty percent (50%) of the Estimated Annual Production applicable to the year in which the Agreement is so terminated ("Buyer Compensation Value"). Within one hundred eighty (180) calendar days of the notice of termination from Buyer, Provider shall remove the System and shall remediate and restore the Premises to the condition preceding the installation of the System as set forth in Section 2.5. Subject to Section 18.6, upon Buyer's payment of the Terminal Value, the Agreement shall terminate automatically.

2.3 Purchase Option. On any Purchase Date, so long as a Buyer Default shall not have occurred and be continuing, Buyer has the option to purchase the System (the "Purchase Option") for a purchase price (the "Option Price") equal to the greater of (a) Fair Market Value of the System as of the Purchase Date, or (b) the Terminal Value as of the Purchase Date, as specified in Exhibit E. To exercise the Purchase Option, Buyer shall, not less than one hundred eighty (180) days prior to the proposed Purchase Date, provide written notice to Provider of Buyer's intent to exercise the Purchase Option on such Purchase Date. Within thirty (30) days of receipt of Buyer's written notice, Provider shall notify Buyer in writing of the Option Price. Buyer shall have a period of thirty (30) days after such notification to confirm in writing or retract its decision to exercise the Purchase Option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System by written notification to Provider. In the event Buyer does not dispute the Fair Market Value and confirms its exercise of the Purchase Option in writing to Provider (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Buyer on the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Buyer, and (ii) Buyer shall pay the Option Price to Provider on the Purchase Date, in accordance with any previous written instructions delivered to Buyer by Provider or Provider's Financing Party, as applicable, for payments under the Agreement. Upon such execution of documents and payment of the Option Price, the Agreement shall terminate automatically and Buyer shall own the System and all Environmental Financial Attributes relating to the System free of all liens, claims and encumbrances. For the avoidance of doubt, payment of the Option Price shall be in lieu of and instead of any payments described in Section 2.2 accruing from and after the Purchase Date. In the event Buyer does not either: (a) confirm, or retract, its exercise of the Purchase Option in writing within thirty (30) days after receipt of Provider's written notice of the Option Price, or (b) dispute the determination of the Fair Market Value of the System by written notification to Provider, the provisions of the Agreement shall be applicable as if Buyer had not exercised the Purchase Option. Subject to the assignment of any vendor warranties as provided above, enforcement of which by Buyer shall be solely against the issuer of such warranty, Buyer's purchase of the System from Provider shall be on an as-is, where-is basis, and shall be without any warranty of any kind from Provider.

2.4 Determination of Fair Market Value. If the Option Price indicated by Provider in accordance with Section 2.3 is disputed by Buyer, within thirty (30) days of receipt of Buyer's notice of dispute by Provider, the Parties shall each retain the services of a professional appraiser to value the System. Each Party shall bear their own costs for their respective appraiser. The

two appraisers selected by the Parties shall mutually select a third appraiser, whose services shall be equally paid for by the Parties. The three appraisers shall evaluate and determine the price of the System that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction (the "Fair Market Value") within sixty (60) days of the date upon which Buyer provides notice of the dispute, by submitting their reports to both Parties. The appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations shall be disregarded, and the arithmetic mean of the remaining two appraisers' valuations shall be deemed to be the Fair Market Value, which shall be binding upon the Parties. Provider shall be obligated to sell and Buyer shall be obligated to purchase the System at the value resulting from such determination of the Fair Market Value. Upon Buyer's payment of the Option Price to Provider for the System, Provider shall furnish the System, including all components thereof, to Buyer free of all liens, claims and encumbrances. All applicable warranty documents and warranties for the System shall be transferred to Buyer within thirty (30) days of Buyer's payment to Provider. Provider shall complete all documentation required to transfer complete title to the System (free of Liens or claims) and any warranties to Buyer.

2.5 Removal of System at Expiration/Termination. Subject to Buyer's exercise of the Purchase Option and payment of the applicable Terminal Value, or such other termination of the Agreement prior to expiration, upon expiration of the Term Provider shall, at Provider's expense, remove all of its tangible property comprising the System from the Premises and restore the Premises to its original condition on a mutually convenient date or dates, but in no case later than one hundred twenty (120) calendar days after the Expiration Date. For purposes of Provider's removal of the System, the covenants of Buyer set forth in Section 7.2 shall remain in effect until the final date of removal of the System. Upon removing the System, Provider shall leave the Premises in a similar condition as it was at the inception of this Agreement and in compliance with all regulations and permits then in effect for said Premises. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date or dates, Buyer shall have the right, at its option, to either (i) remove the System to a public warehouse and restore the Premises to its original condition at Provider's cost or (ii) leave the System in place and receive electricity from the System, but without any payment obligation to Provider, notwithstanding any provision to the contrary herein. To the extent the Agreement is terminated as a result of any Buyer Default, Buyer shall be obligated to pay for Provider's actual costs of removal of the System and restoration of the Site.

2.6 Provider Conditions of the Agreement. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion, and no later than the Commercial Operation Deadline) terminate the Agreement, in which case neither Party shall have any liability to the other Party:

(a) 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 or would adversely affect the electricity production from the System as designed. This right may only be exercised if Provider first notifies Buyer of such condition(s), requesting a reasonable increase to the kWh Rate and Buyer does not agree to such adjustment within ten (10) days. In the event that Provider wishes to terminate the Agreement based on the existence of such site conditions,

Provider shall notify Buyer in writing and Provider must wait thirty (30) days from the date of notification before terminating the Agreement to provide the Parties the opportunity to negotiate in good faith regarding the possibility of Buyer compensating Provider for such increased costs or decreased revenues.

(b) 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 adversely affect the economics of the installation for Provider and its investors, including any Financing Party.

(c) Provider is unable, despite Commercially Reasonable efforts to obtain financing for the System on terms and conditions satisfactory to Provider.

(d) Provider has not received a fully executed (i) Lease, (ii) a release or acknowledgement from any mortgagee of the Premises, if required by Provider's Financing Party, to establish the priority of its security interest in the System, and (iii) such other documentation reasonably requested by Provider to evidence Buyer's ability to meet its obligations under Section 7.2(d) to ensure that Provider will have access to the Premises throughout the Term.

(e) Provider has determined that there has been a material adverse change in the rights of Buyer to occupy the Premises or Provider to construct the System on the Premises.

(f) Provider has not received, despite Commercially Reasonable efforts, evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(g) Provider has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(h) There has been a material adverse change in Buyer's credit-worthiness.

(i) Provider has not received, despite Commercially Reasonable efforts, all required environmental approvals or permits from applicable Governmental Authorities in a manner timely enough to allow Provider to begin construction and satisfy the Commercial Operation Deadline.

(j) Provider has not received from Buyer evidence of the property insurance policy required under Section 17.2.

2.7 Buyer Conditions of the Agreement. In the event that the following has occurred, through no fault of Buyer, Buyer may (at its sole discretion, and no later than the Commercial Operation Deadline) terminate the Agreement, in which case neither Party shall have any liability to the other:

(a) The Commercial Operation Date has not occurred on or before the Commercial Operation Deadline as that term is defined in Section 1.1.

(b) Provider has not produced to the Buyer within ninety (90) days of the Effective Date a term sheet or similar document to demonstrate that it is able to obtain financing for the System on terms and conditions satisfactory to it.

2.8 Environmental Compliance. Provider shall comply with Applicable Laws in the design, permitting, construction, ownership, maintenance, and operation of the Solar Energy Facility, with Buyer's cooperation as necessary.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Exhibit G (the "Specifications") and Applicable Law, including but not limited to, the payment of prevailing wages, if legally required. All construction of the System, including but not limited to, any site preparation, landscaping or utility installation, shall be performed only by Provider or by independent contractors with demonstrated competence and experience in the construction of the various improvements and components contemplated by the System, and duly licensed under the laws of the Commonwealth of Massachusetts, pursuant to written contracts with such independent contractors. Provider must obtain Buyer's written approval, which shall not be unreasonably withheld, conditioned or delayed, of the System's designs, plans and specifications prior to undertaking construction of the System. Buyer shall have the right, but not the obligation, to inspect all construction for the purpose of confirming that Provider is adhering to the Specifications. Except in the case of an emergency, Provider shall endeavor to perform the Installation Work at the Premises between the hours of 7:00am and 5:00pm, Monday through Friday and in a manner that minimizes inconvenience to and interference with Buyer's use of properties adjacent to the Premises, to the extent commercially practicable.

3.2 Approvals; Permits. Buyer shall reasonably assist Provider in obtaining all necessary approvals and permits for the Installation Work, including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR. Buyer shall bear no cost in obtaining these necessary approvals and shall bear no liability for Provider's failure to obtain any such permit or approval. Buyer will cooperate with Provider in obtaining such permits or approvals.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by the majority of photovoltaic system integrators in the United States. Buyer shall accept delivery of test energy, prior to the Commercial Operation Date.

(b) If the results of such testing indicate that the System 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 utility and the Commonwealth of

Massachusetts, Provider shall send a written notice to Buyer to that effect, and the date of such notice shall be the "Commercial Operation Date."

3.4 Connection. Provider shall provide all necessary wiring requirements from the System to the Point of Delivery. Provider is responsible for the interconnection of the System to the BES within the Premises and is solely responsible for all equipment, maintenance and repairs associated with such interconnection equipment in accordance with the terms and conditions of the Agreement.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. Provider and/or Provider's Financing Parties shall be the legal and beneficial owner(s) of the System at all times, except as otherwise provided in this Agreement. The System is personal property and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Buyer's gross negligence, willful misconduct or material breach of its obligations hereunder shall be promptly reimbursed to Provider by Buyer.

4.2 Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System (the "Meter") and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility. Metering equipment including any data acquisition system shall conform to the requirements for claiming SRECs under the Massachusetts RPS Solar Carve Out. For this project in particular, data will need to be auto-reported to the Massachusetts Clean Energy Center's Production Tracking System (PTS) through a data acquisition system that reads from a revenue grade (ANSI C.12) meter.

(a) Meter Reading. Readings of the Meter shall be conclusive as to the amount of output; provided that if the Meter is out of service, is discovered to be inaccurate pursuant to Section 4.2(b)(iv), or registers inaccurately, measurement of output shall be determined by estimating by reference to quantities measured during periods of similar conditions when the Meter was registering accurately. Provider shall read the Meter at the end of each calendar month, and shall record the output credited to Buyer. The Meter shall be used as the basis for calculating the Solar Services Payments due under the Agreement.

Data Acquisition System (DAS)

The DAS provided with the system must meet the following criteria:

Provide automated monthly reporting to the Massachusetts Clean Energy Center Production Tracking System through an ANSI C12 certified revenue quality meter for the full contract term. Include responsive customer service and technical support, provided without further charge to Customer.

Include a web interface which provides real-time tracking of revenue quality production.

Allow users to download data in a spreadsheet format.

(b) Testing and Correction. The following steps shall be taken to resolve any disputes regarding the accuracy of the Meter:

(i) If either Party disputes the accuracy or condition of the Meter, such Party shall so advise the other Party in writing.

(ii) The non-disputing Party shall, within fifteen (15) Business Days after receiving such notice from the disputing Party, advise the non-disputing Party in writing as to the disputing position concerning the accuracy of the Meter and the non-disputing Party's reasons for taking such position.

(iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause an independent third party to test the Meter.

(iv) If the Meter is found to be inaccurate by not more than 2%, any previous recordings of the Meter shall be deemed accurate, and the Party disputing the accuracy or condition of the Meter shall bear the cost of inspection and testing of the Meter. If the Meter is found to be inaccurate by more than 2% or if such Meter is for any reason out of service or fails to register, then (x) Provider shall promptly cause any such Meter found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (y) the Parties shall estimate the correct amounts of Solar Services delivered for no more than the preceding six (6) months and Provider shall either invoice or credit Buyer for the difference between the amounts previously paid and the amounts that would have been paid based on the correct amounts of Solar Services delivered, and (z) Provider shall bear the cost of inspecting and correcting the Meter.

4.3 System Disruptions.

(a) Substitution of Premises. If, for reasons other than Provider's breach of its obligations hereunder or as a result of any eminent domain action or condemnation by Governmental Action (except an action by Buyer), Provider ceases to have access rights to the Premises as necessary to operate the System prior to the Expiration Date then Buyer shall provide Provider with a mutually agreeable substitute premises in a location with similar Solar Insolation promptly after the cessation of Provider's access rights to the Premises. Buyer shall provide at least one hundred eighty (180) days' written notice prior to the date on which it desires to effect any such substitution. In connection with such substitution, Buyer and Provider shall amend the Agreement to specify the substitute premises. Buyer shall also provide to Provider any new owner, lessor, or mortgagee consents or releases, executed by the applicable Person, as required by Provider's Financing Party in connection with the substitute premises. In connection with any substitution of premises, Buyer shall pay all reasonable costs associated with relocation of the System including all reasonable costs and expenses incurred by or on behalf of Provider in connection with removal of the System from the existing Premises and repair or maintenance of the Premises, if applicable, and installation and testing of the System at such substitute premises and all applicable interconnection fees and expenses at the substitute premises, as well as reasonable costs of new title search and other out of pocket expenses connected to preserving and re-filing the security interest of Provider's Financing Parties in the System. If the substitute premises have inferior Solar Insolation or other conditions or characteristics that negatively impact System performance as compared to the original Premises,

Provider shall have the right to make an adjustment to the kWh Rate such that Buyer's payments to Provider are the same as if the System were located on the original Premises. In connection with any substitution of premises, Buyer shall continue to make all Solar Services Payments, and Buyer shall reimburse Provider for any lost revenue during any transfer or construction time period (the "Transfer Time"), including any lost revenue associated with Solar Services Payments, any reduced sales of Environmental Financial Attributes and any reduced Renewable Energy Credits during the Transfer Time. For the purpose of calculating Solar Services Payments and lost revenue for such Transfer Time, Solar Services shall be deemed to have been produced at the average rate of the preceding twelve (12) months (or, if the substitution occurs within the first twelve (12) months of operation, the average over such period of operation, adjusted for seasonal variations in Solar Insolation at the Premises). If (i) Buyer is unable to obtain such consents and releases for a substitute premises or (ii) Buyer otherwise does not promptly provide Provider with a mutually agreeable substitute premises, Provider shall have the right to terminate the Agreement and Buyer shall promptly pay to Provider the applicable Terminal Value in accordance with Section 2.2. Upon removal of the tangible property comprising the System from the Premises, the Premises shall be returned to its original condition, except for incidental hardware or other support structures and ordinary wear and tear.

(b) System Disruptions. Given that the duration of the Term of the Agreement is for twenty (20) years, the Parties agree and expect that Buyer may require that the System be temporarily shut-down, including but not limited to, for the purposes of Buyer repairing the Premises and/or the BES thereon. As such, the Parties agree that during the Term of the Agreement, but not prior to the tenth (10th) anniversary of the Commercial Operation Date, Buyer shall be afforded a one-time period of twenty (20) days (the "Allowed Disruption Time") during which the System shall be rendered non-operational as safety may so require. Buyer shall pay to Provider any and all costs to disassemble, store, and reassemble the System, if any, but Buyer shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time nor shall Buyer be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Financial Attributes and any reduced Renewable Energy Credits. In the event that (x) Buyer requires more time beyond the Allowed Disruption Time or (y) any act or omission of Buyer or Buyer's employees, Affiliates, agents or subcontractors (collectively, a "Buyer Act") which results in a disruption or outage in System production, then, Buyer shall (i) continue to pay any and all costs to disassemble, store, and reassemble the System, if any and (ii) pay all Solar Services Payments during such period of System disruption (the "Disruption Period"), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Financial Attributes and any reduced Renewable Energy Credits during the Disruption Period. For the purpose of calculating Solar Services Payments and lost revenue for such Disruption Period, Solar Services shall be deemed to have been produced at the average rate over the preceding twelve (12) months (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation). Except in the case of an emergency, Buyer shall take all commercially reasonable actions to perform any such repairs or replacement between October 1 and March 31 of any calendar year to help mitigate lost production and possible tax implications for Provider and Provider's Financing Parties. Buyer shall take all commercially reasonable actions to minimize any disruptions of the System.

5. DELIVERY OF SOLAR SERVICES.

5.1 Purchase Requirement. Provider shall deliver electricity to the Point of Delivery, and Buyer shall accept delivery of the electricity at the Point of Delivery, beginning on the Commercial Operation Date until the end of the Term. Title and risk of loss to the electricity shall pass from Provider to Buyer at the Point of Delivery. Buyer agrees to purchase, irrespective of Buyer's actual consumption, ninety-five percent (95%) of the Solar Services up to the Estimated Annual Production during the Term. During the Term Provider shall have the right to sell up to five percent (5%) of the energy produced by the System to persons other than Buyer. While the Solar Services are calculated and billed on a per kWh basis as set forth in Exhibit D they represent a package of services and benefits.

5.2 Estimated Annual Production. The Estimated Annual Production for each year of the Initial Term is set as forth in Exhibit H. 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 the Local Electric Utility. Beginning on the Commercial Operation Date, the System shall produce not less than ninety percent (90%) of the applicable Estimated Annual Production (the "Minimum Output Requirement") 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 Minimum Output Requirement 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) inverter failure or delayed repair of an inverter due to the claims process with the inverter manufacturer, (d) usage of the Premises, or buildings at or near the Premises, which may affect building permits, site permits and related requirements for the operation of the System, or that impact insolation striking the System; (e) a Force Majeure Event or (f) 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 third anniversary of such date, the actual output of the System for the prior three years (the "Actual System Output") does not equal or exceed the Minimum Output Requirement for such three-year period, in its next invoice Provider shall credit Buyer an amount equal to the product of (i) the positive difference, if any, of the average price per kWh for commercially available, utility-provided energy in the applicable market during such three-year period minus the applicable kWh Rate hereunder, multiplied by (ii) the difference between the Actual System Output for such three-year period and the Minimum Output Requirement for such three-year period. For the avoidance of all doubt, provided that Provider credits Buyer pursuant to the procedure set forth in this Section, in the event that the Actual System Output does not equal or exceed the Minimum Output Requirement such shortfall shall not constitute a Provider Default.

5.3 Environmental Financial Attributes and Renewable Energy Credits. Buyer's purchase of Solar Services does not include Environmental Financial Attributes or Renewable Energy Credits, each of which shall be owned by Provider or Provider's Financing Parties for the duration of the Term of this Agreement. Buyer disclaims any right to Renewable Energy Credits or Environmental Financial Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to

fulfill the intent of this Section. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Financial Attributes will be certified by Green-e® or a similar organization, Buyer, shall submit to Provider for approval any press releases regarding Buyer's use of solar or renewable energy from the System and shall not submit for publication any such releases without the prior written approval of Provider which shall not be unreasonably delayed or withheld. Without limiting Provider's other rights hereunder, in the event that Buyer breaches its obligations under this Section and, as a result thereof, the quantity or value of the Environmental Financial Attributes generated by the System is reduced, Buyer shall pay to Provider the value of such reduction.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider'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 Provider or Provider's Financing Party and shall not attach to, or be deemed a part of, or a fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Buyer 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, Buyer shall provide, at Provider's request, a disclaimer or release from such lien holder. If Buyer is the fee owner of the Premises, Buyer consents to the filing by Provider, on behalf of Buyer, 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 Buyer is not the fee owner of the Premises, Buyer shall use Commercially Reasonable efforts to obtain such consent from such owner.

6. PRICE AND PAYMENT.

6.1 Consideration. Subject to the cap set forth in Section 5.1 and commencing on the Commercial Operation Date, Buyer shall pay to Provider a monthly payment (the "Solar Services Payment") for the Solar Services generated by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

6.2 Invoice. Provider shall invoice Buyer on or about the first day of each month that Solar Services are provided hereunder (each, an "Invoice Date"), for the Solar Services Payment in respect of the immediately preceding month, commencing on the first Invoice Date to occur after the Commercial Operation Date. All invoices shall be sent to the address provided by Buyer by regular first class mail postage prepaid.

6.3 Time of Payment. Buyer shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

6.4 Method of Payment. Buyer shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider within thirty (30) days from receipt of Provider's invoice. All payments that are not paid within fifteen (15) days of being due shall bear interest accruing from the date becoming past due until

paid in full at a rate equal to the Stated Rate. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and except as specifically set forth herein, not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Buyer shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. Notice of such dispute shall be in accordance with Section 14. If an amount disputed by Buyer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due, after giving affect to any applicable grace period, under such invoice until the date paid.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall (x) promptly notify Buyer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System and (y) immediately notify Buyer if it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) System Condition. Provider shall exercise Commercially Reasonable efforts to ensure that the System is capable of providing continuous Solar Services.

(c) Governmental Approvals. While providing the Installation Work, Solar Services and System Operations or during the decommissioning of the System, Provider shall obtain, maintain, secure and comply with all Governmental Approvals required to be obtained and maintained and secured by Provider to enable Provider to perform hereunder.

(d) Health and Safety/Security. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services and System Operations. Provider shall be responsible for ensuring the security of the System.

(e) Liens. Other than a Financing Party's security interest in or ownership of Provider's personal property, the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section 7.1(e), it shall (i) immediately notify Buyer in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Buyer, and (iii) defend and indemnify Buyer against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(f) Applicable Law. Provider shall comply with any and all applicable provisions of Applicable Law related to Provider's performance of its obligations hereunder.

(g) Interconnection Agreement. Provider shall comply with the terms and conditions of any and all interconnection agreements or any other agreements, including all requirements set forth by the Local Electric Utility for net metering, which are entered into by and between Provider, the Buyer and the Local Electric Utility.

(h) Massachusetts Department of Environmental Protection Issued Post-Closure Use Permit: Provider shall prepare, on the Buyer's behalf, the Massachusetts Department of Environmental Protection ("DEP") post closure permit application that must be filed and approved in order to construct a photovoltaic system on Buyer's Premises.

7.2 Buyer's Covenants. Buyer covenants and agrees as follows:

(a) Notice of Damage, Emergency or Reduction in Power. Buyer shall (x) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System that could reasonably be expected to adversely affect the System, (y) immediately notify Provider if it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises and (z) promptly notify Provider if it becomes aware of any interruption or material alteration of the energy supply to the Premises from the System.

(b) Liens. Buyer 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 except for any lien or charge, if any, relating to personal property taxes. If Buyer breaches its obligations under this Section 7.2(b), it shall (i) immediately notify Provider in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Provider, and (iii) defend and indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. Buyer shall ensure that any authorizations required of Buyer under the Agreement are provided in a timely manner. To the extent that only Buyer is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Buyer shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.

(d) Access to Premises, Security. Subject to Sections 2.6(k), Buyer hereby covenants that (x) Provider shall have non-exclusive access to the Premises and System during the Term of the Agreement and for so long as needed after expiration or termination of the Agreement to remove the System and restore the Premises pursuant to the Agreement, and (y) Buyer will not interfere with or handle any Provider equipment or the System without prior written authorization from Provider; provided, however, that Buyer shall at all times have access to and the right to observe the Installation Work or System removal and the right to monitor and maintain the underlying real property in accordance with all applicable DEP rules and regulations. Provider shall install and maintain reasonable security measures for the Premises and the System during the term of this Agreement.

(e) Temporary storage space during installation or removal. Buyer shall accommodate Provider's request for sufficient space at the Premises for the temporary storage and staging of tools, lay-down areas, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary ("Temporary Installation/Removal Areas") during the Installation Work, System Operations or System removal, and access for rigging and material handling. Such Temporary Installation/Removal Areas are further delineated and described in the Specifications.

(f) Sunlight Easements. Buyer will not permit other buildings, structures or flora on the Premises to overshadow or otherwise block access of sunlight to the System. To the extent possible and to the extent such action is required Buyer will take all reasonable actions as necessary, to prevent buildings, structures or flora on property of third parties from overshadowing or otherwise blocking access of sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose. In the event that any such obstruction is nonetheless installed or erected and provided it has a material impact upon the operation or performance of the System as determined by Provider in its sole and absolute discretion, Provider shall have the right to terminate the Agreement.

(g) Massachusetts Department of Environmental Protection Issued Closure Permit and Closure Certification. Buyer shall provide Provider with the DEP permit, closure certification and all other pertinent documents evidencing that the Buyer's landfill was closed and capped in accordance with a DEP permit and closure certification issued by DEP after 1990. Alternatively, if the Buyer's landfill was closed and capped prior to 1990, Buyer shall provide Provider all pertinent documents evidencing that the landfill was closed and capped pursuant to all applicable DEP rules and regulation and that there is no need to obtain a DEP closure permit before applying for a DEP post-closure use permit.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Buyer has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "Security Interest") in the System to one or more Financing Parties. In connection therewith, Buyer represents and warrants as follows:

(a) The granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.

(b) There is no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to or senior to Provider's Financing Parties' Security Interest therein.

(c) There exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 Other Representations and Warranties of Buyer. In addition to any other representations and warranties contained in the Agreement, Buyer represents and warrants to Provider that:

(a) Buyer is an entity with the legal capacity to sue and to be sued.

(b) Buyer owns or leases the Premises; that it or its lessor has fee simple title to the Premises; and that Buyer has the right to authorize Provider to enter the Premises, install the System, and perform its other obligations under this Agreement. Subject to its termination rights set forth in Section 2.7(a), Buyer represents that it has the right to authorize Provider to enter the Premises, install the System and perform Provider's other obligations under the Agreement pursuant to the terms and conditions of the Lease and the Agreement.

(c) Subject to Section 8(b) of the Lease, Buyer has all the rights required to enter into the Agreement and the Lease and perform its obligations hereunder and thereunder without the consent of any third party, except for such third party consents that have already been obtained and that are in full force and effect.

(d) To the best of Buyer's knowledge, Buyer is presently in compliance with all Applicable Laws concerning the Premises, including Applicable Laws related to hazardous wastes and other environmental contamination, and there are no hazardous wastes or other environmental contaminants at, on or under the Premises.

(e) Buyer has disclosed to Provider all geotechnical and environmental reports, studies, and analyses concerning the Premises which Buyer possesses or of which Buyer is aware.

(f) Buyer and Provider acknowledge and agree that in the event that if any of the representations and warranties made by Buyer in this Agreement or the Lease is later demonstrated to be inaccurate, in any material respect, then Provider shall have the rights pursuant to Section 11.2 hereof

9. TAXES AND GOVERNMENTAL FEES.

9.1 Buyer Obligations. Buyer shall reimburse and pay for any documented sales taxes, fees or charges imposed or authorized by any Governmental Authority assessed against Provider due to Provider's sale of the Solar Services to Buyer (other than income taxes imposed upon Provider) up to, but not to exceed, \$500 per year. Any amounts in excess of the \$500 cap are the responsibility of Provider. Provider shall notify Buyer in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Buyer. Buyer shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Solar Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 Provider Obligations. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem and any and all franchise fees or similar fees assessed against it based on income Provider receives under this Agreement. Provider shall be responsible for all costs, fees and approval charges related to the permitting and governmental Approvals of the System on the Premises. Provider shall not be obligated for any taxes payable by or assessed against Buyer based on or related to Buyer's overall income or revenues. In the event that Provider is charged any amount consisting of a property and/or personal property tax assessed on the Solar Energy Facility as a result of such facility being located on the Premises, Provider shall submit an invoice for the total amount assessed to Buyer and Buyer shall either A) remit payment of such amount to Provider within ten (10) Business Days of its receipt thereof (the "Response Period"), or B) within the Response Period Buyer shall transmit to Provider a written notice executed by the Selectmen of the Town of Ludlow stating that Buyer agrees that the next invoice for Solar Services shall be calculated using a kWh Rate which is sufficiently greater than the kWh Rate set forth in Exhibit D to result in Provider receiving increased revenues which compensate Provider for the total amount property and/or personal property tax assessed against Provider. Once Provider receives compensation equal to 100% of such property and/or personal property tax assessed against Provider, the applicable kWh Rate shall revert to the kWh Rate set forth in Exhibit D.

10. FORCE MAJEURE.

10.1 Definition. “Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused by employees of the affected Party or as a result of such Party’s failure to comply with a collective bargaining agreement); (v) action by a Governmental Authority, excluding any action taken by any agent or officer of the Buyer as a municipal authority, including without limitation the rights of all inspectors of the Buyer or permitting authorities of the Buyer, including a moratorium on any activities related to the Agreement, provided that such Governmental Action is not the result of the fault or negligence of the affected Party; and (vi) the inability for one of the Parties, despite its best efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfill its obligations in accordance with the Agreement, provided that the delay or non-obtaining of such Governmental Approval is not attributable to the Party in question and that such Party has exercised its best efforts to obtain such Governmental Approval. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Buyer shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Services delivered to Buyer prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has prevented Provider from performing all of its material obligations hereunder and that has continued for a continuous period of one hundred eighty (180) consecutive days then Buyer shall be entitled to terminate the Agreement upon ninety (90) days’ prior written notice to Provider. 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 to the other (other than any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable. 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 provided the System is operating at the same capacity as prior to the Force Majeure Event.

11. DEFAULTS AND REMEDIES.

11.1 Provider Defaults and Buyer Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

(i) A Bankruptcy Event shall have occurred with respect to Provider;

(ii) Provider fails to pay Buyer any undisputed amount owed under the Agreement within thirty (30) days after receipt of notice from Buyer of such past due amount; and

(iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Buyer's written notice of such breach and Provider fails to so cure to the satisfaction of Buyer in its sole and reasonable discretion, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed, provided that in no case shall such cure period extend beyond one hundred and twenty (120) days after Provider's receipt of written notice of such breach.

(iv) If the representations and warranties and other statements made by Provider hereunder misrepresent a material fact as of the Effective Date, and such misrepresentation has a material adverse effect and such effect is not cured within thirty (30) days from the earlier of (a) notice from the Buyer and (b) the discovery or determination by Provider of the misrepresentation; provided, that if Provider commences an action to cure such misrepresentation within such thirty (30) day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days.

(v) The Lease is terminated as a result of Provider's default thereunder.

(b) Buyer's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to all rights and remedies expressly provided herein, and subject to Section 12, Buyer may terminate the Agreement and upon such termination, Buyer shall be entitled to receive from Provider the applicable Buyer Compensation Value pursuant to Section 2.2., provided that no such termination or exercise of remedies may occur unless and until written notice of Provider Default has been delivered by Buyer to each Financing Party, and such Provider Default has not been cured within thirty (30) days of delivery of such notice or a Financing Party has failed to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; provided further, such period not to exceed an additional ninety (90) days. Any Financing Party shall be an intended third-party beneficiary of this Section 11.1.

(c) No Obligation to Pay Liquidated Damages. In the event that the Agreement is terminated as a result of an uncured Provider breach pursuant to this Section 11.1,

Buyer shall have no obligation to pay to Provider, as liquidated damages, the applicable Terminal Value set forth on Exhibit E.

11.2 Buyer Defaults and Provider's Remedies.

(a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Buyer;
- (ii) Buyer fails to pay Provider any undisputed amount owed under the Agreement within thirty (30) days after receipt of notice from Provider of such past due amount; and
- (iii) Buyer breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's written notice of such breach and Buyer fails to so cure to the satisfaction of Provider in its sole and reasonable discretion, or (B) Buyer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed.
- (iv) If the representations and warranties and other statements made by Buyer hereunder misrepresent a material fact as of the Effective Date, and such misrepresentation has a material adverse effect and such effect is not cured within thirty (30) days from the earlier of (a) written notice from the Provider and (b) the discovery or determination by Buyer of the misrepresentation; provided, that if Buyer commences an action to cure such misrepresentation within such thirty (30) day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days.
- (v) The Lease is terminated as a result of Buyer's default thereunder.

(b) Provider's Remedies. If a Buyer Default described in Section 11.2(a) has occurred and is continuing, in addition to all rights and remedies provided at law or in equity, and all the rights and remedies expressly provided to Provider pursuant to this Agreement, and subject to Section 12, Provider may terminate the Agreement and upon such termination, Provider shall be entitled to receive from Buyer the applicable Terminal Value pursuant to Section 2.2.

11.3 Removal of System. Upon any termination of the Agreement pursuant to this Section 11, Provider will remove the System pursuant to Section 2.5 hereof at Provider's sole cost and expense, unless the Agreement is terminated a result of a Buyer Default or the Parties otherwise mutually agree in writing to leave the System in place.

12. LIMITATIONS OF LIABILITY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND REPRESENTATIVES FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES OR DAMAGES FOR LOST REVENUE

OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THE AGREEMENT.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an “Assignment”) Provider’s rights or obligations under the Agreement or any interest therein, without the prior written consent of Buyer, provided, however, that, without the prior consent but with prompt written notice to Buyer, Provider may (i) assign the Agreement to an Affiliate of Provider; (ii) assign the Agreement in connection with any merger, consolidation or sale of all or substantially all of the assets or equity interests of Provider and (iii) assign the Agreement to one or more Financing Parties as collateral security, or otherwise, in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback or partnership flip transaction). Any assignment by Provider without any required prior written consent of Buyer shall not release Provider of its obligations hereunder. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1.

13.2 Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in Exhibit I, or in a subsequent notice to Buyer, then Buyer hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider’s right, title and interest in, to and under the Agreement, as consented to under Section 13.1 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 Provider’s interests in the Agreement;

(c) agrees to comply with the provisions set forth in Exhibit B of these General Terms and Conditions; and

(d) acknowledges that it has been advised that Provider has granted a Security Interest in the System to a Financing Party and that such Financing Party has 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 13.2.

13.3 Assignment by Buyer. Buyer shall not assign the Agreement or any interest therein, without Provider’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 Provider 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 pay Provider the applicable Terminal Value pursuant to Section 2.2 of the Agreement or (2) shall require the purchaser or transferee, as the case may be, to assume its obligations under the Agreement pursuant to an assumption agreement reasonably acceptable to Provider; provided that such purchaser or transferee has delivered documentation satisfactory to Provider evidencing creditworthiness equal to or greater than the Buyer.

14. NOTICES.

14.1 Notice Addresses. All notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Exhibit I, or at such other address as may be designated in writing to the other Party from time to time. Copies of any notices provided to Provider under the Agreement shall be promptly be delivered by the notifying party to each Financing Party. Any Financing Party shall be an intended third-party beneficiary of this Section 14.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Buyer's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the foregoing, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, representatives and consultants, and Affiliates, and to its and its Affiliates' lenders, prospective lenders, equity investors and prospective equity investors, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Permitted Recipients"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 15.1, except as set forth in Section 15.2. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.2A The parties acknowledge that the Buyer is a municipality and subject to public disclosure laws, therefore any disclosure of information pertaining to this Agreement or the Agreement itself pursuant to said disclosure laws shall be a permitted disclosure hereunder.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Buyer agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Buyer permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 15 by the receiving Party or its Permitted Recipients or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 15, but shall be in addition to all other rights remedies available at law or in equity.

16. INDEMNITY.

16.1 Subject to Section 12, to the fullest extent permitted by Applicable Law, 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. Such indemnification shall not apply to the extent Losses result from or arise out of the negligence, willful misconduct or violation of Applicable Law by an Indemnified Party.

16.2 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. Defense shall be provided by legal counsel of the Indemnified Party's choosing. No settlement that would impose costs or expense upon the Indemnified Party shall be made without such party's prior written consent.

17. INSURANCE.

17.1 Generally. Buyer and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies, or acceptable self-insured programs: (a) Workers' Compensation (statutory limits) and Employer's Liability Coverage of at least \$1,000,000 per occurrence (b) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, and (c) Automobile Liability Coverage of at least \$1,000,000 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Provider's insurance coverage shall be primary. Any insurance or self-insurance maintained by Buyer shall be in excess of Provider's insurance and shall not contribute with it. Provider shall not elect to self-insure.

17.2 Additional Insurance. In addition to the coverage noted above:

(a) Buyer Property Insurance. Buyer shall procure and maintain property insurance for the real property upon which the System is located with a liability limit of at least the value of the Premises upon which System is located. Such insurance policy shall (i) be procured on an "all-risk" basis including a contingent business interruption coverage provision, (ii) shall name Provider as an additional named insured, (iii) shall provide that the insurer(s) issuing such policies waive all rights of subrogation against other persons except in the case of such person's willful misconduct, (iv) that such insurance is primary insurance with respect to the interests of Buyer and that any property insurance procured by Provider and Provider's Financing Parties is excess and not contributory, and (vi) provide that such policy shall not be cancelled, materially changed or limits of liability reduced without the insurance company endeavoring to provide thirty (30) days' prior written notice to Provider and its Financing Parties.

(b) Provider Property Insurance. Provider shall procure and maintain property insurance for the System with a liability limit of at least the value of System, but in no event less than nine million dollars (\$9,000,000). Such insurance policy shall (i) be procured on an “all-risk” basis including a contingent business interruption coverage provision, (ii) name Buyer as an additional named insured, (iii) provide that the insurer(s) issuing such policies waive all rights of subrogation against other persons except in the case of such person’s willful misconduct, (iv) that such insurance is primary insurance with respect to the interests of Provider and any Financing Party and that any property insurance procured by Buyer is excess and not contributory, and (vi) provide that such policy shall not be cancelled, materially changed or limits of liability reduced without the insurance company providing forty-five (45) days’ prior written notice to Buyer.

17.3 Certificates of Coverage. Each Party, upon request, shall furnish current certificates evidencing that the coverage required under Sections 17.1 and 17.2 is being maintained.

17.4 Additional Insureds.

(a) General Liability: Each Party shall give the other Party covered party status on its General Liability Coverage using ISO endorsement CG2026, or equivalent.

(b) Automobile Liability. Buyer shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by Provider or for which Provider is responsible. Provider shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by Buyer or for which Buyer is responsible.

17.5 Insurer Qualifications. All insurance or coverage maintained hereunder shall be maintained with companies either rated no less than A-VII as to Policy Holder’s Rating in the current edition of Best’s Key Rating Guide (or with an association of companies each of the members of which are so rated) or having a parent company’s debt to policyholder surplus ratio of 1:1, or as otherwise approved by each Party.

17.6 System Loss. In the event of any System Loss that, in the reasonable judgment of Provider, results in total damage, destruction or loss of the System, Provider shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Buyer whether Provider is willing, notwithstanding such System Loss, to repair or replace the System. In the event that Provider notifies Buyer that Provider is not willing to repair or replace the System, the Agreement will terminate automatically effective upon the delivery of such notice, and Provider shall be entitled to all proceeds of its insurance policies with respect to the System Loss, provided, however, that proceeds, if any, paid on account of damage to the Premises or interruption of Buyer’s operations shall be paid to Buyer. Section 2.2 of the Agreement shall not apply to any termination of the Agreement by Provider pursuant to this Section 17.6.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits, Schedules, and Appendices attached thereto and hereto, constitute the entire agreement and understanding between Provider and Buyer with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits, Schedules, and Appendices attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference.

18.2 Amendments. The Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Buyer.

18.3 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Buyer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.4 Dispute Resolution.

(a) The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within fifteen (15) days after the date that a 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 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.

(b) In the event that any Dispute is not resolved pursuant to Section 18.4(a) above, then each Party may pursue any and all rights and remedies as each may have, whether in law or in equity.

18.5 Limited Effect of Waiver. The failure of Provider or Buyer to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Sections 2.2 (Early Termination), 2.5 (Removal of System), Section 7.1(d) (Provider Covenant), Sections 7.2(d), (e), and (f) Buyer Covenants Section 9 (Taxes and Governmental Fees), Section 12 (Limitation of Liability), Section 14 (Notices), Section 15 (Confidentiality), Section 16 (Indemnification), Section 18 (Miscellaneous), shall survive the expiration or termination of the Agreement for any reason.

18.7 Governing Law. The Agreement is made and entered into and shall be interpreted in accordance with the applicable laws of the Commonwealth of Massachusetts without regard to its conflicts of laws principles.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

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

18.10 Successors and Assigns. The Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Buyer and their respective successors and permitted assigns.

18.11 Counterparts. The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.12 Facsimile Delivery. The Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

18.13 Attorneys' Fees. If any legal action, arbitration, or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of the Agreement, except as expressly excluded in the Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses, expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

18.14 Liquidated Damages Not Penalty. Each Party acknowledges that any applicable Terminal Value or Buyer Compensation Value constitutes liquidated damages, and not penalties, in lieu of the Party's actual damages resulting from the early termination of the Agreement. Each Party further acknowledges that the other Party's actual damages may be impractical and difficult to accurately ascertain, and in accordance with such Party's rights and obligations under the Agreement, the applicable Terminal Value or Buyer Compensation Value constitutes fair and reasonable damages to be borne by the Party in lieu of such Party's actual damages.

18.15 Estoppel Certificates. Upon prior written request of the Provider, Buyer shall provide Provider estoppel certificates confirming the status of the Agreement. Buyer shall obtain, and pay any costs to obtain, all consents and non-disturbance agreements 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. These consents shall include estoppel certificates which recognize the rights of Provider, Provider's Financing Parties, and Provider and Provider's Financing Parties' assignees and successors under this Agreement.

18.16 Decommissioning Security. No later than three hundred and sixty-five (365) days prior to the expiration of the Term, Provider shall post security in an amount sufficient to secure the removal of Provider's System and the restoration of Buyer's 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.

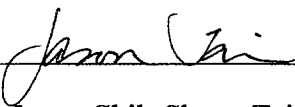
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These General Terms and Conditions are witnessed and acknowledged by Provider and Buyer below. For the avoidance of doubt, neither Provider nor Buyer shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

PROVIDER:

GLC DEVELOPMENT, LLC

By: Green Lake Capital, LLC, its Managing Member

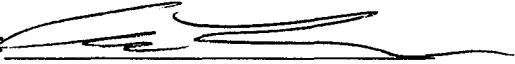
By:  _____

Name: Jason Chih-Sheng Tai

Title: Co-Manager

BUYER:

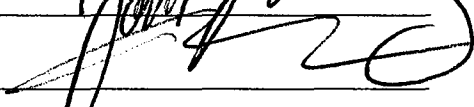
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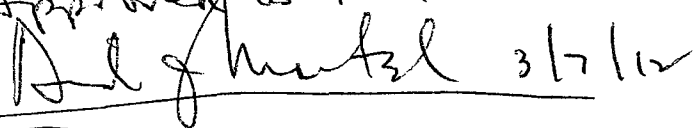
By: 


By: _____

By: 

By: 

By: 

Approved as to form
 3/7/12

 C.P.O.
3/8/12