ENERGY MANAGEMENT SERVICES CONTRACT

(Town of Lee – Recreation)

THIS ENERGY MANAGEMENT SERVICES CONTRACT ("***Agreement***") is made and entered into as of this _____ day of December, 2013 (the "***Effective Date***"), by and between the Town of Lee, Massachusetts ("***User***") and Broadway Renewable Strategies Lee Recreation, LLC, a Delaware limited liability company ("***Owner***"). User and Owner are sometimes hereinafter referred to individually as a "***Party***" and collectively as the "***Parties***."

RECITALS

WHEREAS, User desires to purchase solar-generated electricity for use by User on the property of the User (the "***Premises***"), all as set forth in Exhibit A-1 attached hereto;

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

WHEREAS, Owner proposes to finance, install, own, operate and maintain solar energy facilities (the "***Systems***") as more particularly set forth in Exhibit B-1) attached hereto, on the Lease Area , on the Premises ;

WHEREAS, Owner desires to sell to User, and User desires to purchase from Owner, all of the Electricity generated by the Systems during the Term for use in the Facility, and otherwise in accordance with the terms of this Agreement, all as further specified in this solar power purchase provisions (the "***SPPP***") set forth in Exhibit C-1 attached hereto: and

WHEREAS, Owner will be required to guarantee certain System performance obligations as set forth in Exhibits D-1 attached hereto; and

WHEREAS, User proposes to grant to Owner a lease pursuant to this Agreement to allow Owner to install, operate, maintain and remove Systems on the Premises for the purposes and subject to the conditions set forth herein, all as further specified in the solar lease provisions (the "***SLP***") set forth in Exhibit E attached hereto; and

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

ARTICLE 1: DEFINED TERMS; RULES OF INTERPRETATION

Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Agreement, or as otherwise set forth below:

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

"***Aggregation***" means a group of one or more Generation Units that receives a single Statement of Qualification from the Massachusetts Department of Energy Resources established by M.G.L.c. 25A under criteria and procedures set forth in CMR 14.05(6).

"***Agreement***" means this Energy Management Services Contract, including all Exhibits and attachments hereto.

"***Annual System Degradation Factor***" means the factor expressed in percent by which the Guaranteed Annual Electric Output of the System shall decrease from one Contract Year to the next Contract Year as set forth in Exhibit C-1.

"***Applicable Legal Requirements***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, which may at any time be applicable to the Premises or the System, or any part thereof or to any condition or use thereof, and all licenses, permits and other governmental consents which are or may be required for the use and occupancy of the Lease Area for the installation, operation, maintenance and removal of the System.

"***Appraised Value***" means the fair market value assigned to the System, and this Agreement, emission trading agreements, renewable energy certificate sales agreements or revenue producing agreements associated with the System and to which Owner is a party and which are assignable to User, as determined by the Independent Appraiser.

"***Bankrupt***" means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress,

execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to its which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"***Business Day***" means any day except a Saturday, Sunday, Massachusetts State Holiday or a Federal Reserve Bank holiday.

*"**Cash Grant**"* means a grant under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009, as amended, or any successor, replacement or substitute program.

"***Commercial Operation***" means that the System is ready for regular, daily operation, has been connected to the LDC System has undergone testing as provided herein, has been accepted by User and (to the extent required, the LDC), is in compliance with Applicable Legal Requirements in all respects, and is capable of producing Electricity.

"***Commercial Operation Date***" means the first day on which the System is ready for Commercial Operation, as notified by the appropriate utility company or agency in writing accepting the System for delivery of Electricity.

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

"***Construction Commencement Date***" means the date of commencement of actual preparation or construction activities on the Premises in connection with the installation of the System.

"***Costs***" means (i) all reasonable attorneys' fees and expenses incurred by the relevant Party in connection with the termination of this Agreement, and (ii) all reasonable costs and expenses incurred by the relevant Party in removal of the System from the Premises; provided that in the case of clauses (i) and (ii), the relevant Party uses commercially reasonable effort to mitigate such Costs.

"***Decommissioning Assurance***" means adequate financial assurance, either in the form attached hereto as Exhibit H or in such other form reasonably satisfactory to User, which may be a letter of credit, and in the amount set forth in Exhibit C-1 hereto that is established and thereafter maintained by Owner upon and after the Commercial Operation Date until the expiry of the period described in Section 3.7, to fully cover the cost of decommissioning the System and restoring the Premises as specified in the SLP.

"***Delivery Point***" means the agreed location or locations on the Premises where Electricity is to be delivered and received under this Agreement, as further set forth in Exhibit A-1 attached hereto.

"***Early Termination Date***" shall have the meaning ascribed to it in Section 8.2.

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

"***Electricity***" means the actual and verifiable amount of electricity generated by the Systems and delivered to User at the Delivery Point for use by User on the Premises, as metered in whole kilowatt-hours (kWh) at the Metering Device, and that conforms to the applicable LDC and/or authoritative regulatory body standards. The Electricity delivered to User at the Delivery Point shall be deemed to be equal to the electric energy measured at the Metering Device; actual energy losses between the Metering Device and the Delivery Point shall not affect the Electricity.

"***Electricity Price***" shall mean the amount paid by User to Owner for each kWh of Electricity sold by Owner to User pursuant to this Agreement, as set forth in Exhibit C-1 attached hereto.

"***Electricity Price Increase (Escalation) Factor***" means the amount, expressed as a percentage, by which the Electricity Price shall increase from one Contract Year to the next Contract Year, as set forth in Exhibit C-1 attached hereto.

"Environmental Attributes" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future (except User Environmental Attributes), including, to the extent applicable and without limitation, (i) financial based incentives under any federal or State initiatives, (ii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iii) Solar Renewable Energy Credits or any similar credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (iv) tax credits, incentives or depreciation allowances established under any federal or State law, including but not limited to Cash Grants and Investment Tax Credits, (v) forward capacity payments and (vi) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Electricity generated by the System during the Term.

"***Events of Default***" has the meaning set forth in Section 8.1.

"***Excess Electricity***" means any Electricity produced by the System in excess of the instantaneous usage requirements of User.

"***Fair Market Value***" means the Appraised Value as set forth in this Agreement.

"***Force Majeure***" means any event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of the Claiming Party, and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure will not be based on (i) User's inability to economically use Electricity purchased hereunder, or (ii) Owner's ability to sell Electricity at a price greater than the Electricity Price under this Agreement.

*"**Foregone User Benefit**"* has the meaning set forth in Section 7.1(d)(i).

"***Generation Unit***" means a facility that converts a fuel or an energy resource into electrical energy.

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

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

"***Guaranteed Annual Electricity Output***" means the minimum amount of electricity that is guaranteed by the Owner to be generated by the System in a Contract Year, as set forth in Exhibit D-1.

"***Hazardous Materials***" means those substances defined, classified, or otherwise denominated as a "hazardous substance," "toxic substance," "hazardous material," "hazardous waste," "hazardous pollutant" "toxic pollutant" or oil in the Applicable Legal Requirements or in any regulations promulgated pursuant to the Applicable Legal Requirements.

"***Independent Appraiser***" means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, certification, experience and training to determine the value of solar generating facilities of the size and

age and with the operational characteristics of the System. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer or employee of, or directly or indirectly retained as consultant or adviser to, Owner, any Affiliate of Owner, or User.

"***Interest Rate***" means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the "Bonds, Rates & Yields" section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus two (2) percentage points, or (ii) the maximum rate permitted by Applicable Legal Requirements. In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by User and reasonably acceptable to Owner. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of 365 days and the actual number of days for which such interest is due.

*"**Investment Tax Credit**" or "**ITC**"* means a tax credit under Section 48 of the Internal Revenue Code.

*"**LDC**"* means the regulated electric local distribution company that provides electric distribution service to the municipality in which User is located, as set forth in Exhibit C-1.

"***LDC Commodity Rate***" shall mean the commodity rate charged by the LDC for Electricity in the municipality in which User is located.

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

"***Lease Area***" means the area on the Premises in which User grants Owner a lease to install and operate the System, as set forth in Exhibit A-1.

*"**Maximum Electricity Price**"* means the maximum Electricity Price, paid by User to Owner for each kWh of Electricity sold by Owner to User pursuant to this Agreement, as set forth in Exhibit C-1 attached hereto.

"***MassCEC***" means the Massachusetts Clean Energy Center.

"***Metering Device***" means any and all utility revenue quality meters installed by Owner at or before the Delivery Point necessary or appropriate for the registration, recording, and transmission of information regarding the amount of Electricity generated by the System and delivered to the Delivery Point for use by User or otherwise for delivery into the LDC System.

"***Milestone Dates***" means the Outside Construction Commencement Date and the Outside Commercial Operation Date.

"***Net Metering***" shall have the meaning set forth in M.G.L. c.164, s.138 and 220 CMR 18.02.

*"**Net Metering Credit**"* shall mean the applicable credit paid to an eligible Class I, Class II, Class III, or Neighborhood net metering facility, as the case may be, as set forth in M.G.L. c.164, s.138-140 and 220 CMR 18.02.

"***Outside Construction Commencement Date***" means one hundred eighty (180) days after the Effective Date, subject to any extension of such period due to delays caused by or requirements under any agreement required for the interconnection of the System with the LDC or any landfill closure plan.

"***Outside Commercial Operation Date***" means the later of (i) one hundred eighty (180) days after the Construction Commencement Date, or (ii)three hundred sixty (360) days after the Effective Date, subject to any extension of such period due to delays caused by or requirements under any agreement required for the interconnection of the System with the LDC or any landfill closure plan.

"***Owner***" has the meaning set forth in the Preamble.

"***Person***" means an individual, general or limited partnership, corporation, Municipal Corporation, business trust, Joint Stock Company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

"***Premises***" has the meaning set forth in Exhibit A-1, and shall include the Lease Area.

*"**Production Shortfall**"* means the amount, expressed in kWh, by which the actual amount of Electricity generated by the System in any Contract Year is less that the Guaranteed Annual Electricity Output for that Contract Year.

"***Purchase Price***" shall have the meaning ascribed to it in Section 12.5 of this Agreement.

"***Release***" means any release, migration, seepage, discharge, disposal, leak or spill of Hazardous Materials, including without limitation as any of the foregoing may be defined in or pursuant to any of the Applicable Legal Requirements.

"***Removal Costs***" means the additional costs associated with removing the System, that is included or excluded in the Termination Fee and set forth on Exhibit F.

"***RPS Class I Generation Unit***" means a Generation Unit or Aggregation that has received a Statement of Qualification from the Massachusetts Department of Energy Resources established by M.G.L.c. 25A, including a Generation Unit or Aggregation termed a new renewable generation unit in a Statement of Qualification issued by the Department pursuant to 225 CMR 14.00 before January 1, 2009, but does not include Solar Carve-out Renewable Generation Units.

"***SLP***" means the lease for the use of the Premises granted by User to Owner, the provisions of which are set forth in Exhibit E attached hereto.

"***Solar Carve-out Renewable Generation Unit***" means a Generation Unit or Aggregation that has received a Statement of Qualification from the Massachusetts Department of Energy Resources established by M.G.L.c. 25A that specifies its qualifications for participation in the Solar Carve-out under 225 CMR 14.05(4).

"***Solar Renewable Energy Certificate***" ***or*** "***SREC***"means a certificate which represents one megawatt-hour (MWH) of solar energy that is generated by a Solar Carve-out Renewable Generation Unit or RPS Class I Generation Unit that is connected to the distribution system in Massachusetts, and has a value based upon, and driven by, the energy market.

"***SPPP***" means the solar power purchase provisions set forth in Exhibit C-1 attached hereto.

"***Statement of Qualification***" means a written document from the Massachusetts Department of Energy Resources established by M.G.L.c. 25A that qualifies a Generation Unit or Aggregation as an RPS Class I Qualified Generation Unit or a Solar Carve-out Renewable Generation Unit, or that qualifies a portion of the annual electrical energy output of a Generation Unit or Aggregation as RPS Class I Renewable Generation.

"***System***" means the solar photovoltaic electric generating facility, including but not limited to the System Assets, that produces the Electricity sold and purchased under this Agreement, all as further set forth in Exhibit B-1 attached hereto.

"***System Assets***" means each and all of the assets of which the System is comprised, including Owner's solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, Metering Devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

"***System Loss***" means loss, theft, damage or destruction of the System or any portion thereof, 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).

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

"***Termination Date***" means the earlier to occur of (i) the last day of the Term, (ii) the date of termination of this Agreement as the result of an Event of Default, and (iii) the date of termination pursuant to Sections 7.1(d) (i) or 7.3 herein.

"***Termination Payment***" means an amount payable by a Party to the other Party in the event of termination of this Agreement, as set forth in Exhibit F attached hereto.

"Transfer Date" shall have the meaning set forth in Section 12.9 herein.

"***User***" has the meaning set forth in the introductory paragraph of this Agreement.

"***User Environmental Attributes***" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is expressly allocated to the User pursuant to the applicable statute, regulation or rule, excluding any tax benefit, to which User is entitled, as a municipality, as under the applicable statute, regulation or rule and that would be an Environmental Attribute except that the benefits may inure only to User; provided that the User shall not claim or apply for any User Environmental Attributes without the Owner's prior written approval if such claim, application or receipt could reasonably be expected to preclude or reduce the Owner's rights to, or benefits from, any Environmental Attributes, such determination shall be made in the Owner's sole discretion.

ARTICLE 2: TERM AND TERMINATION

2.1 Term. The term of this Agreement (the "***Term***") shall commence on the Effective Date and shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date. Notwithstanding the foregoing, the User shall have the right to terminate the Agreement in accordance with this Article.

2.2 Termination.

(a) Termination for Cause. For the purpose herein, Events of Default as defined in Section 8.1 of this Agreement shall also be defined as events of Termination for Cause and if either Party defaults and fails to cure such default within the time period specified in Section 8.1, then the non-defaulting Party shall have the right to terminate this Agreement by giving written notice to the defaulting Party of such termination and specifying the effective date thereof, said written notice to be given at least ten (10) days before the effective date of such

termination. Notwithstanding the above, the defaulting Party shall not be relieved of liability to the non-defaulting Party for damages sustained by the defaulting Party for personal injury, property damage or otherwise by virtue of any termination of this Agreement. The rights of the Parties upon a Termination for Cause are set forth in Article 8 hereof.

(b) Termination for the Convenience of the USER. Seventy two (72) months after the Commercial Operation Date the USER may terminate this Agreement without cause, by written notice from the USER to the OWNER. Upon receipt of written notice, the Agreement will terminate at the end of the calendar year, or such shorter period as defined in the notice of termination. Upon Termination for the Convenience of the USER, the USER must exercise its Option to Purchase the System and User shall pay to Owner the greater of the Purchase Price as set forth in Article 12 of this Agreement and the scheduled Termination Payment value (with or without Removal Costs depending on whether the System remains or is removed) as set forth on Exhibit F.

2.3 Achievement of Commercial Operation. Owner shall commence construction of the System by the Outside Construction Commencement Date, and achieve Commercial Operation of the System by the Outside Commercial Operation Date.

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

3.1 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the System shall be with the Owner.

3.2 Site Lease Agreement. Owner shall install, operate, maintain, repair and remove the System on the Premises pursuant to and in strict conformance with this Agreement, the SLP, and the Interconnection Service Agreement.

3.3 Construction, Maintenance, and Monitoring of System by Owner. Owner shall, at its sole cost and expense, (i) construct, operate, and maintain the Systems in accordance with Applicable Legal Requirements, in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties or guarantees, manufacturer's warranties, instruction and specifications, applicable requirements of the insurance policies maintained by User (copies of which to be provided to Owner) or Owner with respect to the System, and the terms of this Agreement, all as further set forth in Exhibits B-1, C-1, D-1, and E attached hereto, and (ii) monitor the System performance to ensure that any System malfunction causing a loss of Electricity will be discovered and rectified in accordance with industry standards.

3.4 Operations Manual; Training. Owner shall deliver to User an operations, maintenance and parts manual covering the System. In addition, Owner will train User's representative(s) on business-as-usual maintenance and monitoring operations of the System and on emergency preparedness and response. Notwithstanding the foregoing, User shall have no right to perform any maintenance, monitoring or repair on the System without Owner's prior written consent, except in the case of an emergency where immediate action on the part of User is reasonably necessary for safety reasons. Under no circumstance or event shall the User be obliged to perform any maintenance, monitoring or repair on the system.

3.5 Contingencies to Commence Construction. The Owner's obligation to construct and operate the System and to otherwise perform its obligations under this Agreement are conditioned on the following: (i) the successful procurement of all permits, contracts, agreements and equipment required for the installation of the System; (ii) the approval by any necessary Governmental Authority for installation, operation of the System and sale and delivery of Electricity to User; and (iii) the approval and execution of all agreements required for the interconnection of the System with the LDC. Owner shall assume full responsibility and costs to secure all necessary permits, contracts, agreements, equipment and approvals by Governmental Authorities and the LDC pursuant to a Department of Public Utilities-approved tariff. In the event the contingencies to commence construction as set forth in this Section 3.5 are not obtained or completed within one hundred twenty (120) days of the Effective Date, either Party shall have the option to terminate the Agreement at no cost, upon written notice to the other Party, pursuant to Article 2.2 (b) and (c) of this Agreement in which case this Agreement shall terminate and the parties are no longer obligated hereunder. User agrees to cooperate reasonably and in good faith with any and all efforts and applications which Owner deems reasonably necessary or desirable in order to aid the Owner in procuring all permits, contracts, agreements and equipment for the installation of the System and to cooperate with the interconnection of the System with the LDC and the obtaining of any and all Environmental Attributes for the Owner.

3.6 Notice of Commercial Operation. Subject to the provisions of this Agreement, Owner shall notify and represent to User when the System has achieved Commercial Operation ("***Notice of Commercial Operation***"), and shall in such notice certify to User the Commercial Operation Date.

3.7 Removal of the System. Except as otherwise provided herein, Owner shall, within one hundred twenty (120) days following the end of the Term and at Owner's sole cost and expense, remove the System from the Premises and restore the Premises to its original condition, including growing grass, normal wear and tear excluded.

3.8 User's Right to Acquire the System. The Parties agree if this Agreement is terminated due to the expiration of its initial Term or any extension thereof, and User notifies Owner of User's intention to exercise the Purchase Option pursuant to Section 12.1, then User shall temporarily waive Owner's duty to comply with Section 3.7 for a period of up to one hundred twenty (120) days following the effective date of such termination, and such waiver shall expire if, on or before the expiration of such period, User has not notified Owner of its election to exercise the Purchase Option and further extend the waiver of Owner's duty to comply with Section 3.7.

3.9 Massachusetts Solar Renewable Portfolios Standard Carve Out. During the Term of this Agreement, Owner shall at all times comply with any obligations or requirements that are imposed on an "Installer" by the Solar Carve Out, including but not limited to those concerning reporting requirements, minimum technical requirements, minimum insurance requirements, minimum energy efficiency requirements, and any requirement to pay prevailing wages.

3.10 Owner's Rights of Ownership. The parties acknowledge and agree that the System and all of its components is the sole property of the Owner. Title to the System shall only transfer to the User or its nominee as, if and when the appropriate termination or election is made whereby possession of the System shall transfer to User and the User has paid all payments, costs, fees and charges including any past due balances, required or outstanding.

ARTICLE 4: PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

4.1 Purchase and Sale of Electricity.

(a) Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Owner shall make available to User, and User shall take delivery of at the Delivery Point, all of the Electricity generated by the System.

(b) Notwithstanding the provisions of Section 4.1(a) above, in the event that the System produces Excess Electricity, then the Parties agree that the User shall purchase such Excess Electricity at the Electricity Price and the User shall be entitled to any and all Net Metering Credits issued by the LDC in response to such transmission. Any and all Environmental Attributes continue to remain the property of, and shall be credited to the Owner.

4.2 Price for Electricity.

(a) Except as set forth in Section 4.1(b) above, User shall pay Owner for the Electricity, as metered at the Metering Device, at the applicable Electricity Price. The payment to be made by User to Owner shall equal the Electricity for the relevant period multiplied by the Electricity Price for such period.

(b) The Electricity Price for the first Contract Year of the Term (and any extension thereof) shall be as stated in the SPPP as set forth on Exhibit C-1. On the first anniversary of the Commercial Operation Date and each anniversary of the Commercial Operation Date thereafter during the Term (and any extension thereof), the Electricity Price shall be increased by the applicable Electricity Price Increase Factor.

(c) Maximum Electricity Price. Notwithstanding the provisions this Section or the SPPP as set forth on Exhibit C-1, the Parties agree that in no event shall the Electricity Price exceed the Maximum Electricity Price.

(d) Adjustments to Electricity Price. In all cases, any adjustments in the Electricity Price shall be made to the nearest thousandth of a cent.

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

4.4 Governmental Charges.

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

(b) Owner is responsible for any Governmental Charges attributable to or imposed on the System and the sale of Electricity from Owner to User or imposed specifically upon the production of renewable and/or distributed electrical energy, irrespective of whether imposed before, upon or after the delivery of Electricity to User at the Delivery Point or to the LDC System.

(c) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Electricity hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request

therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

4.5 Guaranteed Annual Electricity Output.

(a) Owner guarantees that the Systems will produce the Guaranteed Annual Electric Output in each Contract Year, as adjusted by the Annual System Degradation Factor as defined in Exhibit D-1. On the first anniversary of the Commercial Operation Date and each anniversary of the Commercial Operation Date thereafter during the Term (and any extension thereof), the Guaranteed Annual Electricity Output shall be decreased by the Annual System Degradation Factor.

(b) In the event that a Production Shortfall exists in any Contract Year, Owner shall pay to User, within thirty (30) days of the end of such Contract Year, the difference between the average cost of electricity per kilowatt hour shown on the User's electric utility bill for the Contract Year for each kWh of such Production Shortfall and the Electricity Price.

4.6 Net Metering.

(a) User agrees to apply for and obtain all available Net Metering Credits with the LDC; all such Net Metering Credits attributed to the System received by the User from the LDC shall inure for the benefit of the User as set forth in this Agreement. User and Owner shall cooperate and provide information to third parties as may be required by the LDC or by Applicable Legal Requirements regarding, among other things, metering, system upgrades, insurance, interconnection, safety and power qualify standards.

(b) Upon request of Owner subject to the requirements of the LDC, User agrees to submit and execute a Schedule Z and such other documents as may be necessary to implement Net Metering as set forth in 220 CMR 18.00.

(c) Owner agrees to install, at its cost, all required Metering and other devices necessary to qualify for and implement Net Metering. The Owner shall notify the User of the LDC's approval to construct the System. User may terminate this Agreement if, within thirty (30) days of receipt of such notice from Owner, User certifies to Owner that it reasonably believes that the PV System will not be eligible for Net Metering. If User does not deliver such certification to Owner within such thirty (30)-day period, then User shall be deemed to have accepted the PV System as eligible for Net Metering and this termination right shall expire.

ARTICLE 5: ENVIRONMENTAL ATTRIBUTES

5.1 Title to Environmental Attributes. All Environmental Attributes relating to the System or the Electricity will be and remain property of Owner. Owner shall have all right, title, and interest in and to any and all Environmental Attributes that relate to the Electricity during the Term, and User shall have no right, title or interest in or to any such Environmental Attributes.

5.2 Reporting of Ownership of Environmental Attributes. Owner shall take all actions necessary to qualify for, register and report the Environmental Attributes. User shall not report to any Person that any Environmental Attributes belong to any Person other than Owner.

5.3 Further Assurances. At Owner's request and expense, User shall execute all such documents and instruments reasonably necessary or desirable to effect or evidence Owner's right, title and interest in and to the Environmental Attributes relating to the Electricity. If the standards used to qualify the Environmental Attributes to which Owner is entitled under this Agreement are changed or modified, User shall at Owner's request and expense use all commercially reasonable efforts to cause the Environmental Attributes to comply with new standards as changed or modified.

5.4 Acknowledgments. User expressly disclaims and waives any rights in the System at law or in equity pursuant to this Agreement and agrees to provide from time to time upon request of Owner a Host Acknowledgment and Estoppel in the forms attached hereto as Attachments I and J, respectively.

5.5 Exclusion From Environmental Attributes. In addition to the exclusion of User Environmental Attributes, the term "Environmental Attributes" does not include "Net Metering Credits," which credits shall be allocated to User, or rebates due to User, if any, through the Commonwealth Solar Rebate Program or similar program.

ARTICLE 6: METERING DEVICE AND METERING

6.1 Metering Equipment. The Parties acknowledge and agree that Owner shall provide, install, own, operate and maintain the Metering Device. Owner shall maintain and test the Metering Device in accordance with Applicable Legal Requirements, but on no less than an annual basis.

6.2 Measurements. Readings of the Metering Device shall be conclusive as to the amount of Electricity delivered to User; *provided,* that if the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 6.3, or registers inaccurately, measurement of Electricity shall be determined in the following sequence: (a) by estimating

by reference to quantities measured during periods of similar conditions when Metering Device was registering accurately; or (b) if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 6.3 was equal to (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of such Metering Device through the date of the adjustments, *provided*, *however*, that, in the case of clause (ii), the period covered by the correction under Section 6.3 shall not exceed six months.

6.3 Testing and Correction.

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

(b) Standard of Metering Device Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

(i) If either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing within fifteen (15) days after receipt of such information regarding the accuracy or condition of the Metering Device.

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

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

(iv) If the Metering Device is found to be inaccurate by not more than 2%, any previous recordings of the Metering Device shall be deemed accurate, and the

Party disputing the accuracy or condition of the Metering Device under Section 6.3(b) (i) shall bear the cost of inspection and testing of the Metering Device.

(v) If the Metering Device is found to be inaccurate by more than 2% or if such Metering Device is for any reason out of service or fails to register, then (a) Owner shall promptly cause any Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (b) the Parties shall estimate the correct amounts of Electricity delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 6.2, and (c) Owner shall bear the cost of inspection and testing of the Metering Device. If as a result of such adjustment the quantity of Electricity for any period is decreased (such quantity, the "***Electricity Deficiency Quantity***"), Owner shall reimburse User for the amount paid by User in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the Metering Device. If as a result of such adjustment the quantity of Electricity for any period is increased (such quantity, the "***Electricity Surplus Quantity***"), User shall pay for the Electricity Surplus Quantity at the Electricity Price applicable during the applicable Contract Year.

ARTICLE 7: LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; FORCE MAJEURE

7.1 System Loss.

(a) Owner shall bear the risk of any System Loss, except to the extent such System Loss results from the gross negligence of User or User's agents, representatives, customers, vendors, visitors, employees, contractors, or invitees (collectively, "***User Misconduct***").

(b) In the event of any System Loss that results in less than total damage, destruction or loss of the System, this Agreement will remain in full force and effect and Owner will, at Owner's sole cost and expense, subject to Section 7.1(c) below, repair or replace the System as quickly as practicable.

(c) To the extent that any System Loss that results in less than total damage, destruction or loss of the System, and is caused by User Misconduct, User shall promptly upon demand therefore from Owner pay any and all costs and expenses of such repair or replacement.

(d) In the event of any System Loss that, in the reasonable judgment of Owner, results in total damage, destruction or loss of the System, Owner shall, within twenty (20) Business Days following the occurrence of such System Loss, notify User

whether Owner is willing, notwithstanding such System Loss, to repair or replace the System.

(i) In the event that Owner notifies User that Owner is not willing to repair or replace the System, this Agreement will terminate automatically effective upon the effectiveness of such notice and Owner shall promptly remove the System from the Premises in accordance with Section 3.7. If such System Loss has been caused by User Misconduct, User shall, promptly following such termination, pay to Owner, as liquidated damages and not as a penalty, the Termination Payment applicable as of such termination date. If such System Loss has not been caused by User Misconduct, Owner shall, promptly following such termination, pay to User as liquidated damages and not as a penalty an amount equal to the net present value of the Foregone User Benefit, using a discount factor of 3%, such amount not to exceed the replacement value of the System, unless the total System Loss occurred as a result of Force Majeure, in which case no such payment would be due and payable. "Foregone User Benefit" is defined as (x) in the year of occurrence, the difference between the tariff rate applicable to User at the meter served by the System in the year of occurrence of the System Loss and the Electricity Price multiplied by the Guaranteed Annual Electric Output of such System adjusted for the Annual System Degradation Factor and (y) for subsequent years the Applicable Rate is assumed to increase by 3% per year. It is the intention of the parties that the Owner pay the User the Foregone User Benefit for each year remaining in the then current Term. Such payment to the User shall relieve Owner of obligations under the Agreement with respect to such System, except for removal of the System.

(ii) In the event that Owner notifies User that Owner is willing to repair or replace the System, the following shall occur, (a) this Agreement will remain in full force and effect, (b) Owner will repair or replace the System as quickly as practicable, and (c) if such System Loss has been caused by User Misconduct, User shall promptly upon demand therefore from Owner pay any and all costs and expenses of such repair or replacement.

7.2 Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "***Claiming Party***") gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from, the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole

discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

7.3 Termination Due to Force Majeure. If a Claiming Party claims a Force Majeure for a consecutive period of six (6) calendar months or longer, the non-Claiming Party may terminate this Agreement, in whole or in part, without any liability to the Claiming Party as a result of such termination and Owner shall promptly remove the System from the Premises.

ARTICLE 8: EVENTS OF DEFAULT; REMEDIES

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

(a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after receipt of written notice;

(b) any representation or warranty made by such Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default), if such failure is not remedied, if capable of being remedied, within twenty (20) Business Days after receipt of written notice;

(d) such Party becomes Bankrupt;

(e) such Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within thirty (30) days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party, or (ii) the occurrence of a default by the insurer of such Party under any insurance policy provided hereunder, if such default is not remedied or such Party has not replaced any insurance policies provided by such defaulting insurer with insurance policies provided by another insurer that meet the requirements under the Agreement, in each case, within thirty (30) days;

(f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity, and the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger or transfer, each and all of the obligations of such Party under this Agreement;

(g) failure by the Owner to achieve the Milestone Dates, except due to an event of Force Majeure; provided, however, such failure to achieve Milestone Dates may be mutually agreed upon to be extended and therefore not construed as a Default; or

(h) failure to comply with the terms of the SLP.

(i) Occurrence of any event set forth in Section 2.2(a) of this Agreement defined as Termination for Cause.

8.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party (the "***Non-Defaulting Party***") shall, without (except as otherwise provided in Section 8.3) limiting the rights or remedies available to the Non-Defaulting Party under this Agreement or applicable Law, have the right: (a) by notice to the Defaulting Party, to designate a date, not earlier than twenty (20) Business Days after the date such notice is effective, as an early termination date ("***Early Termination Date***") in respect of this Agreement; (b) to withhold any payments due to the Defaulting Party under this Agreement; and (c) to suspend performance due to the Defaulting Party under this Agreement. In the event that the Non-Defaulting Party designates an Early Termination Date, this Agreement will terminate as of the Early Termination Date.

8.3 User Rights upon Termination for Default. In the event the User is the Non-Defaulting Party as provided in Section 8.2, User shall, at its sole and exclusive option and in its sole and absolute discretion have the right (a) to exercise the Purchase Option, set forth in Article 12 of this Agreement, or (b) to elect to have the System removed at Owner's risk and cost. If User elects to have the System removed at Owner's risk and cost, Owner shall be further required to restore the Premises to its original condition, normal wear and tear excluded. In the event that User elects either of the foregoing remedies, such express remedy and any associated measure of damages shall be the sole and exclusive remedy available to User as a result of termination of this Agreement subject, however, to Section 8.8 below, including payments under Section 7.1. Owner's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived by User.

8.4 Owner Rights upon Termination for Default. In the event that Owner is the Non-Defaulting Party and elects to terminate this Agreement as provided in Section 8.2, Owner shall, at its sole and exclusive option and in its sole and absolute discretion, remove the System and require User to pay the Termination Payment with Removal Costs to Owner. In the event that Owner elects the foregoing remedy, such express remedy and any associated measure of damages shall be the sole and exclusive remedy available to Owner as a result of termination of this Agreement subject, however, to Section 8.8 below. User's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived by Owner.

8.5 Termination Payment Notice. In the event that a Non-Defaulting Party elects to require payment of the Termination Payment as provided in Section 8.3 or 8.4 and if the User does not exercise the Purchase Option as set forth in Article 12, then, as soon as practicable after calculation of the Termination Payment by such Party, the Non-Defaulting Party will notify the Defaulting Party of the amount of the Termination Payment and any amount otherwise due and outstanding under this Agreement. Such notice will include a written statement explaining in reasonable detail the calculation of such amount. The Defaulting Party shall pay the Termination Payment and any amount otherwise due and outstanding under this Agreement to the Non-Defaulting Party within thirty (30) Business Days after the effectiveness of such notice, provided the time frame for the User to pay shall be extended as provided in Article 12 and Section 18.17.

8.6 Closeout Setoffs. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to set off, against any amounts due and owing from the Defaulting Party under this Agreement, any amounts due and owing to the Defaulting Party under this Agreement.

8.7 Remedies Cumulative. Except as provided in Sections 7.1, 7.3, 8.3 and 8.4, the rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

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

ARTICLE 9: INVOICING AND PAYMENT

9.1 Invoicing and Payment. All invoices under this Agreement will be due and payable not later than thirty (30) Business Days after receipt of the applicable invoice. Each Party will make payment by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party.

9.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this Agreement at any time within three (3) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are manifestly inaccurate or are not reasonably supported by

documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this Agreement, and to give notice of the objection to the other Party. Any required payment will be made within ten (10) Business Days after resolution of the applicable dispute, together with interest accrued at the Late Payment Interest Rate from the due date to the date paid.

9.3 Interest. If either Party shall fail to pay the other Party any sum required to be paid within ten (10) Business Days after the payment due date, unless extended as provided in Section 9.2, interest on the unpaid amount shall accrue at the Interest Rate from and including the payment due date to but excluding the date the payment is received.

9.4 Netting and Set off. If it is legally permissible, the Parties will net any and all mutual debts and payment obligations that are due and owing under this Agreement.

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

9.6 Property Tax Matters. If taxes are to be assessed, then prior to establishing the energy rate, the Parties agree to negotiate and will enter into an agreement for the payment in lieu of taxes ("PILOT") pursuant to G.L. c, 59, § 38H(b) or any successor or comparable law in substantially the form set forth on Attachment K. In the event the energy rate has already been established, the parties agree that the energy rate will be adjusted accordingly.

ARTICLE 10: REPRESENTATIONS AND WARRANTIES; USER ACKNOWLEDGEMENTAND COVENANT

10.1 Representations and Warranties. Each Party represents and warrants to the other Party that: (a) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Legal Requirements; (b) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other Applicable Legal Requirements affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court; (c) it is acting for its own account, and has made its own independent decision to enter into

this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing; (d) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and (e) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.

10.2 User Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. User acknowledges and agrees that, for purposes of this Agreement, Owner is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code (the "***Bankruptcy Code***"), and User agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein User is a debtor.

10.3 Owner's Representation. Owner represents that it is and during the term of this agreement will be duly licensed and authorized to do business in the Commonwealth of Massachusetts.

10.4 User Covenant. User covenants that it will not use any Electricity to heat a swimming pool.

ARTICLE 11: LIMITATIONS

11.1 Limitation of Remedies, Liability and Damages. Subject to Article 17 of this Agreement, the Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, a Party's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, a Party's liability will be limited to direct actual damages only, such direct actual damages will be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Notwithstanding the foregoing, the Parties agree that neither Owner nor the User shall be responsible for any indirect economic damages whether or not such damages were foreseeable at the time of the execution of this Agreement.

11.2 Limitation on Warranties. Except as expressly provided in this Agreement, each Party hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose.

ARTICLE 12: SYSTEM PURCHASE AND SALE OPTIONS

12.1 Grant of Purchase Option. For and in consideration of the payments made by User under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Owner hereby grants User the right and option to purchase all of Owner's right, title and interest in and to the System and the Environmental Attributes on the terms set forth in this Agreement (the "***Purchase Option***").

12.2 User Request for Appraisal of System Value. Not later than (a) 240 days prior to the end of the initial Term or any extension thereof, or (b) in the Event of Default with respect to Owner in the notice under Section 8.3 or User under 8.4, User shall have the right to provide a notice to Owner requiring a determination of the Purchase Price in accordance with Sections 12.4 and 12.5.

12.3 Selection of Independent Appraiser. Within twenty (20) Business Days of Owner's receipt of a notice provided under Section 12.2, Owner and User shall each propose an Independent Appraiser. If Owner and User do not agree upon the appointment of an Independent Appraiser within such twenty (20) Business Day period, then at the end of such twenty (20) Business Day period, two proposed Independent Appraisers shall, within five (5) Business Days of each Party's notice, select a third Independent Appraiser (who may be one of the Independent Appraisers originally designated by the Parties or another Independent Appraiser) to perform the valuation and provide notice thereof to Owner and User. Such selection shall be final and binding on Owner and User.

12.4 Determination of Purchase Price.

(a) The selected Independent Appraiser shall, within twenty (20) Business Days of appointment, make a preliminary determination of the Purchase Price in accordance with Section 12.5 (the "***Preliminary Determination***").

(b) Upon making such Preliminary Determination, the selected Independent Appraiser shall provide such Preliminary Determination to Owner and User, together with all supporting documentation that details the calculation of the Preliminary Determination. Owner and User shall each have the right to object to the Preliminary Determination within twenty (20) Business Days of receiving such Preliminary Determination; provided that the objecting Party provides a written explanation documenting the reasons for its objection. Within ten (10) Business Days after the expiration of such twenty (20) Business Day period, the selected Independent Appraiser shall issue its final determination (the "***Final Determination***") to Owner and User, which shall specifically address the objections received by the Independent Appraiser and whether such objections were taken into account in

making the Final Determination. Except in the case of fraud or manifest error, the Final Determination of the selected Independent Appraiser shall be final and binding on the Parties.

(c) Any request by an Independent Appraiser or other appraiser engaged by a Party to extend any deadline in this Section 12.4 shall not be unreasonably denied or withheld.

12.5 Calculation of Purchase Price. The purchase price (the "***Purchase Price***") payable by User for the System and the Environmental Attributes shall be equal to the greater of the Appraised Value as determined by the Independent Appraiser, also sometimes hereinafter referred to as the "Fair Market Value", and the scheduled Termination Payment without Removal Costs.

12.6 Costs and Expenses of Independent Appraiser. Owner and User shall each be responsible for payment of one half of the costs and expenses of the Independent Appraiser.

12.7 Exercise of Purchase Option.

(a) User shall have up to one hundred twenty (120) calendar days from the date of the Final Determination (such period, the "***Exercise Period***"), to exercise the Purchase Option, at the Purchase Price set forth in the Final Determination. User must exercise its Purchase Option during the Exercise Period by providing a notice (an "***Exercise Notice***") to Owner. Once User delivers its Exercise Notice to Owner, such exercise shall be irrevocable.

(b) Promptly following receipt of User's notice pursuant to Section 12.2, Owner shall make the System and the Environmental Attributes, including records relating to the operations, maintenance, and warranty repairs, available to User for its inspection and copying during normal business hours.

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

certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the System and the Environmental Attributes to User.

12.9 Transfer Date. The closing of any sale of the System (the "***Transfer Date***") pursuant to this Article will occur no later than forty five (45) Business Days following the date of the Exercise Notice.

12.10 Obligations Preceding Transfer Date. The Parties shall use commercially reasonable efforts to ensure that the Transfer Date occurs prior to the Termination Date. To the extent that the parties are unable to close the sale of any System, using commercially reasonable efforts, prior to the Termination Date, then the Parties obligations hereunder will continue, so long as the Parties continue to use commercially reasonable efforts to close such sale, until the Transfer Date or the date that the User provides notice that it will not exercise the Purchase Option; provided, that in no case shall the Parties' obligations hereunder extend longer than one hundred twenty (120) days beyond the Termination Date.

ARTICLE 13: CONFIDENTIALITY

INTENTIONALLY OMITTED

ARTICLE 14: DISPUTE RESOLUTION AND ARBITRATION

14.1 Notice of Dispute/Negotiated Resolution. In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy, claim or dispute. During the twenty (20) Business Day period following said written notice, the Parties shall meet, confer and negotiate in good faith to resolve the dispute. Either Party may, during said twenty (20) Business Day period, request the utilization of the services of a professional mediator, and the other Party or parties to this dispute shall cooperate with such request and share equally the reasonable costs of such mediator.

14.2 Mediation.

(a) Any controversy or claim arising out of or relative to this Agreement or the breach thereof, not adjusted or disposed of by mutual agreement between the Parties or pursuant to Section 14.1 above, may be submitted to mediation; provided both Parties mutually agree. The mediator for any such mediation shall be mutually

agreed to by the Parties, with agreement not to be unreasonably withheld. All mediation costs and fees are to be shared equally among the Parties.

(b) All mediation proceedings shall be held in Berkshire County, Massachusetts.

ARTICLE 15: NOTICES

15.1 Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing except where this Agreement expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this section by hand delivery, overnight delivery, or facsimile unless confirmation of successful transmission is received). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile unless confirmation of successful transmission is received. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

User: Town of Lee
32 Main Street
Lee, MA 01238
Attention:

Owner: Broadway Renewable Strategies Lee Recreation, LLC
295 Freeport Street
Boston, MA 02122
Attention: Jonathan B. Wienslaw

ARTICLE 16: ASSIGNMENT; BINDING EFFECT

16.1 Assignment; Binding Effect.

(a) Owner shall not, without the prior written consent of User, which consent will not be unreasonably withheld or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this Agreement, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void; provided, however, that Owner may, with only prior written notice to User, assign, pledge or transfer all or any part of, or any right or obligation under this Agreement for security purposes in connection with any financing or other financial arrangements regarding the System (each, a "***Permitted Transfer***"); *provided further*, *however*, that assignee shall assume all of Owner's obligations under this Agreement in writing. Owner shall deliver notice of any Permitted Transfer to User in writing as soon as reasonably practicable. As a condition of an assignment to any person or entity, including but not limited to Permitted Transfers under Section 16.1(d) User may require each assignee to demonstrate to User's reasonable satisfaction that each assignee has the experience and ability, financial, technical and otherwise, to perform each and every obligation of Owner in this agreement.

(b) Subject to the foregoing restrictions on assignment, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(c) As a Permitted Transfer, set forth in Section 16.1 (a) above, Owner may seek financing for the construction, installation and maintenance of all or a portion of the System and without requiring consent of User, collaterally assign, pledge or file Uniform Commercial Code Financing Statements with regard to the equipment and components of the System for the purposes of securing such financing, including the lender, or sometimes hereinafter referred to as "Financing Party", or any such assignee of the lender or Financing Party to enter into and operate the System in accordance with the terms of this Agreement as if the Financing Party, or assignee of Financing Party were the Owner and permit the Financing Party or lender, or its assignee to enforce its interest and protect the System in a commercially reasonable manner. Notwithstanding the foregoing, such assignment and operation by the Financing Party or their assignee will only occur upon the Event of a Default of the financing arrangement between Financing Party and Owner. Financing Party shall deliver reasonable proof to User that it, or its designee, if any, shall have financial and technical capability to perform the obligations of the Owner under this Agreement when due, including, but not limited to, obligation of Owner to maintain the System in manner required by this Agreement. The User shall execute all reasonable written documents, consents or waivers, when requested by the Owner, or its Financing Party, acknowledging the permission to grant a security interest in the System and the rights of the Financing

Party. As a condition of any collateral assignment, transfer or consent, the User may require a subordination and non-disturbance agreement in a form reasonably and commercially acceptable to the Parties hereto.

(d) Subject to Section 16.1 (a) Owner shall have the right as a Permitted Transfer to assign all of the Owner's rights to an entity in which the Owner has an ownership interest provided that Owner shall remain liable to User under this Agreement, notwithstanding any such assignment or transfer.

(e) User shall not, without the prior written consent of Owner, which consent will not be unreasonably withheld or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this Agreement, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void; provided, however, that User may, with only prior written notice to Owner, assign all of its rights and obligation under this Agreement to a subsequent owner of the Premises that (i) will be eligible and qualifies for Net Metering during the term, (ii) the User reasonably expects will have the same or greater usage requirements as the User, (iii) has the same or better credit rating as the User and (iv) assume all of User's obligations under this Agreement in writing.

ARTICLE 17: LIMITATION OF LIABILITY

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

ARTICLE 18: MISCELLANEOUS

18.1 Contract Drafting. The Parties acknowledge that they jointly participated in the drafting of this Agreement, jointly participated in the choice of language used in this Agreement, and have each reviewed all of the terms of this Agreement. This document has not been proffered by one Party to the exclusion of the other Party. If any ambiguous word or phrase is found in this Agreement, the canon of construction requiring that any such word or phrase be construed against the drafter shall not be applied to determine the true meaning of that ambiguous word or phrase.

18.2 Waiver. No waiver by either Party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

18.3 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. Any provisions adjudged to be invalid or unenforceable shall be severed from the Agreement and the remaining provisions shall continue in full force and effect. The Parties shall negotiate promptly and in good faith to fashion contractual provisions to be observed in place of any provisions adjudged to be invalid or unenforceable to achieve as nearly as possible the commercial results contemplated by this Agreement.

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

18.5 Entire Agreement; Amendment. This Agreement and any Exhibits referenced herein shall constitute the entire agreement of the Parties as to the subject matter addressed herein. There are no other agreements between the Parties concerning the subject matter of this Agreement. This Agreement and its Exhibits may not be altered, modified, supplemented, terminated or discharged except by way of an instrument in writing executed by both Parties.

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

18.7 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without resort to any principles of law that would call for the application of the laws of any other jurisdiction. Each of the Parties consents to the jurisdiction of the federal and state courts of the Commonwealth of Massachusetts with respect to all disputes arising under or out of this Agreement.

18.8 Consent to Service of Process. Each Party hereby consents to service of process in the Commonwealth of Massachusetts in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

18.9 Recording. The User and Owner agree the Owner shall have the right to record a notice of this Agreement in the appropriate Registry of Deeds where the Project is located, upon a mutually agreed upon form required by Massachusetts General Laws, executed by both User and Owner.

18.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile transmission or PDF is binding upon the other Party as an original.

18.11 No Third Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

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

18.13 Nondiscrimination. Owner agrees that it shall not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation, discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Owner, or deny any person access to the Premises or to any activities or programs carried out upon the Premises. Owner shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment or public accommodation.

18.14 No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Agreement or the attached SLP shall be deemed to be an agreement by User to issue or cause the issuance of any Approval, or to limit or otherwise affect the ability of the User or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.

18.15 Survivorship. The provisions of Sections 3.7, 3.8, 8.3, 8.4, 8.7, 8.8, 9.5, 11.1, 11.2, 12.8, 14.1 through 14.2, 15.1, 16.1, 17.1, , Exhibit C-1, , Exhibit D-1, Exhibit E, Exhibit F, shall survive the expiration or earlier termination of this Agreement.

18.16 Insurance. During the course of construction and operation of the System, Owner will carry and/or cause Owner's first-tier contractor(s) to purchase and maintain for the term of the EMSA or longer as may be required by the EMSA, from a company or companies lawfully authorized to do business in the Commonwealth and having a rating no lower than A- (Excellent) from A.M. Best's Key Rating Guide (latest edition in effect at the date of the EMSA and at the time of renewal of any policies required by the EMSA), the following insurance:

(a) Commercial general liability insurance (form CG 00 01 or equivalent) in a limit of not less than $1,000,000 per occurrence, $1,000,000 per occurrence for personal injury liability, $2,000,000 general aggregate (applied per job), and $2,000,000 products and completed operations aggregate written for a

period of three years beyond final payment. Commercial general liability insurance shall also include broad form property damage liability and broad form contractual liability.

(b) Minimum additional $5,000,000 umbrella for excess liability coverage with terms and conditions that are at least as broad as the underlying liability policies and for concurrent terms with the underlying commercial general liability insurance.

(c) Professional Liability Insurance, by or on behalf of Owner, covering errors and omissions, $2,000,000 each occurrence and $4,000,000 aggregate limit, until completion of the Systems.

(d) Commercial automobile liability with a combined single limit of $1,000,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least $250,000 bodily injury per person, $500,000 bodily injury per accident, and $250,000 property damage per accident with an endorsement that the policy covers business related use with an additional $1,000,000 personal umbrella policy.

(e) Workers' Compensation coverage as required by Chapter 152 of the Massachusetts General Laws with Employers' Liability limits of $500,000 each accident, $500,000 disease-each employee and $500,000 disease-policy limit.

(f) *Additional Insurance Requirements for the Selected Firm:*

Owner agrees that the Commercial General Liability insurance set forth above shall be primary and non-contributing with respect to any insurance carried by the Issuers and that the selected firm's insurance policy shall not have any restrictions on coverage resulting from subcontractors failing to maintain certain levels of insurance. The Commercial General Liability insurance shall include the User as additional insured.

Owner agrees that the insurance set forth above shall be written on an occurrence basis, unless the User approve in writing, coverage on a claims-made basis (except professional liability insurance, which is permitted to be written on a claims-made basis).

Certificates of insurance reasonably acceptable to the User that include insurance coverage's required and specified above shall be delivered to the Issuers promptly after execution of the EMSA. Each policy shall contain all

generally applicable conditions, definitions, exclusions and endorsements related to the project.

The insurance policies required will contain a provision that coverage's afforded under the policies will not be canceled, modified or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner, with the exception of ten (10) days' notice for nonpayment of premium. In the event that any insurance policy providing coverage's required by the Agreement will expire during the term of the Agreement, the selected firm will, not less than fifteen (15) days after the policy's expiration date, deliver to the Issuers certificates of insurance evidencing renewal of such policies.

Owner hereby agrees and acknowledges that the failure to provide and continue in force any insurance required in accordance with the terms of the EMSA shall constitute a material breach of this Agreement.

18.17 Conflict of Interest. Owner acknowledges that User is municipality. Owner shall familiarize its employees involved with this Agreement with the provisions of M.G.L. c. 268A, as may be amended. Owner represents it and its employees and subcontractors do not now, and will not during the term of this Agreement, engage in conduct or have an interest which would violate M.G.L. c. 268A.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this ENERGY MANAGEMENT SERVICES CONTRACT under seal as of the day and year first above written.

USER: Town of Lee	**OWNER: Broadway Renewable Strategies Lee Recreation, LLC**
By:_____ [SIGNATURE]	By:_____ [SIGNATURE]
Name:_____	Name: Jonathan B. Wienslaw
Title:_____	Title:_____
Date: _____	Date:_____

EXHIBIT A-1

DESCRIPTION OF THE PREMISES
TOWN OF LEE, MA – Lee Recreation Area

Address:

1. Town of Lee Recreation Area: Stockbridge Road – Lee, MA

Legal Description:

The Town of Lee Farm/Recreation Area is located in the easternmost point of the Town. The Site consists of an approximately 171 acre former agricultural parcel. The Site is depicted on the Town Assessors' Map No. 24 as Lot 1. The owner of record is the Town of Lee. The Site is generally bound northerly by the Massachusetts Turnpike, easterly by pastures/farmland, residential property along Fairway Street, southerly by pastures/farmland and undeveloped woodlands, and westerly by residential property along Stockbridge Road.

Description of the Lease Area:

The Lease Area shall further include such additional space within the Building or land located at 415 Stockbridge Road – Lee, MA, if applicable, for the installation, operation and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances (collectively, the "***Cabling Space***") running between and among the Array Location, Inverters, the Delivery Point as shown on Exhibit A-1, and all necessary electrical and other utility sources located within the Building or Land Areas or on the Property, together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Premises and in and through the Building or Land Areas for the purpose of installation, operation, inspection, maintenance, repair and improvements of the System.

The Floor Space, Rooftop Space, Land Areas, Delivery Point and Cabling Space are hereinafter collectively referred to as the "***Lease Area***" and are as shown on the *Site Plan of Lease Area* attached to this Exhibit A-1. In the event there are not sufficient electric and other necessary utility sources located within the Building or on the Premises to enable Owner to transmit Electricity generated by the System to the Delivery Point, User agrees to grant Owner or the LDC the right to install such utilities on, over and/or under any Premises, Land Areas and through the Building or Land Areas as necessary for Owner to operate the System, provided, however, the location of such utilities shall be as reasonably designated by User.

EXHIBIT B-1

DESCRIPTION OF THE SYSTEM
TOWN OF LEE, MA – Stockbridge Road Recreation Area

SOLAR ENERGY SYSTEM:

System Manufacturer: **Suntech or Equal**

Nameplate Capacity: **880.44kW**

Approximate Annual 1st Year Energy Production:

1,137,182kWh

Guaranteed Annual 1st Year Energy Production:

909,746kWh

Location: **415 Stockbridge Road – Lee, MA**

Preliminary Specifications:

System will be comprised of (3,036) 290w modules or equal

SOLAR ENERGY SYSTEM ASSETS:

Mounting Systems **Schletter or Equal**

Tracking Devices: **NA**

Inverters: **One (1) 250kW One (1) 500kW Advanced Energy Inverters or Equal**

Integrators: **Broadway Electrical Co., Inc.**

Related Equipment: _____

Electric Lines: **120V & 480V & 13.8kV**

Permits: **Electrical, Building Permit with all civil affidavits**

Contracts: **Energy Management Services Contract**

EXHIBIT C-1

SOLAR POWER PURCHASE PROVISIONS

TOWN OF LEE, MA

Town of Lee - Stockbridge Road Farm	
EXPECTED ANNUAL ELECTRICTY OUTPUT	**1,137,182** kWh/ 1st year
GUARANTEED ANNUAL ELECTRICITY OUTPUT	**909,746** kWh/year
ANNUAL SYSTEM DEGRADATION FACTOR	**0.5%** per year
ELECTRICITY PRICE	**$0.07985** per kWh during the first year of the contract
ELECTRIC PRICE INCREASE FACTOR (ESCALATOR)	**2.519%** per year
PROPERTY TAX FACTOR	Based on valuation and agreed to by town assessor (See Tax Table Following)
MAXIMUM ELECTRICITY PRICE	**$.12210/kWh** during the last Contract Year of the Term
LDC	**Western Massachusetts Electric Company (division of Northeast Utilities)**
DECOMMISSIONING ASSURANCE AMOUNT	**$88,044.00**

PROPERTY TAX & PPA PRICING CALCULATION

Town of Lee – Stockbridge Road Recreation Area

Unit Price ($/kWh) Tax & PPA Price Calculation				
Town of Lee - Stockbridge Road Farm				
Year	Estimated Minimum Output (kWh/yr)	Tax Price($/kWh)	Escalated Energy Price($/kWh)	Combined Tax & Escalated Energy Price($/kWh)
1	1,137,182	$ 0.01190	$ 0.06795	$ 0.07985
2	1,131,496	$ 0.01196	$ 0.06966	$ 0.08162
3	1,125,839	$ 0.01202	$ 0.07142	$ 0.08344
4	1,120,209	$ 0.01208	$ 0.07322	$ 0.08530
5	1,114,608	$ 0.01214	$ 0.07506	$ 0.08720
6	1,109,035	$ 0.01220	$ 0.07695	$ 0.08915
7	1,103,490	$ 0.01226	$ 0.07889	$ 0.09115
8	1,097,973	$ 0.01233	$ 0.08088	$ 0.09321
9	1,092,483	$ 0.01239	$ 0.08291	$ 0.09530
10	1,087,020	$ 0.01245	$ 0.08500	$ 0.09745
11	1,081,585	$ 0.01251	$ 0.08714	$ 0.09965
12	1,076,177	$ 0.01258	$ 0.08934	$ 0.10192
13	1,070,797	$ 0.01264	$ 0.09159	$ 0.10423
14	1,065,443	$ 0.01270	$ 0.09390	$ 0.10660
15	1,060,115	$ 0.01277	$ 0.09626	$ 0.10903
16	1,054,815	$ 0.01283	$ 0.09869	$ 0.11152
17	1,049,541	$ 0.01290	$ 0.10117	$ 0.11407
18	1,044,293	$ 0.01296	$ 0.10372	$ 0.11668
19	1,039,071	$ 0.01303	$ 0.10633	$ 0.11936
20	1,033,876	$ 0.01309	$ 0.10901	$ 0.12210

OVERALL TERM PRICING

Town of Lee - Stockbridge Road Recreation Area

Unit Price ($/kWh) and Escalation Rate				
Town of Lee - Stockbridge Road Farm				
Year	Combined Tax & Escalated Energy Price($/kWh)	Estimated Minimum Output (kWh/yr)	Guaranteed Minimum Output (kWh/yr)	Estimated Annual Payment Amount ($)
1	$ 0.07985	1,137,182	909,746	$ 90,805
2	$ 0.08162	1,131,496	905,197	$ 92,354
3	$ 0.08344	1,125,839	900,671	$ 93,941
4	$ 0.08530	1,120,209	896,168	$ 95,556
5	$ 0.08720	1,114,608	891,687	$ 97,196
6	$ 0.08915	1,109,035	887,228	$ 98,874
7	$ 0.09115	1,103,490	882,792	$ 100,588
8	$ 0.09321	1,097,973	878,378	$ 102,338
9	$ 0.09530	1,092,483	873,986	$ 104,112
10	$ 0.09745	1,087,020	869,616	$ 105,931
11	$ 0.09965	1,081,585	865,268	$ 107,783
12	$ 0.10192	1,076,177	860,942	$ 109,680
13	$ 0.10423	1,070,797	856,637	$ 111,608
14	$ 0.10660	1,065,443	852,354	$ 113,579
15	$ 0.10903	1,060,115	848,092	$ 115,581
16	$ 0.11152	1,054,815	843,852	$ 117,634
17	$ 0.11407	1,049,541	839,633	$ 119,716
18	$ 0.11668	1,044,293	835,434	$ 121,848
19	$ 0.11936	1,039,071	831,257	$ 124,018
20	$ 0.12210	1,033,876	827,101	$ 126,237

EXHIBIT D-1

PERFORMANCE OBLIGATIONS

TOWN OF LEE, MA – Stockbridge Road Recreation Area

Nameplate Rated Capacity:

System 1: **880.44kW**

Estimated vs. Guaranteed Output (kWh/year)

Town of Lee - Stockbridge Farm Road		
Year	Estimated (kWh)	Guaranteed (kWh)
1	1,137,182	909,746
2	1,131,496	905,197
3	1,125,839	900,671
4	1,120,209	896,168
5	1,114,608	891,687
6	1,109,035	887,228
7	1,103,490	882,792
8	1,097,973	878,378
9	1,092,483	873,986
10	1,087,020	869,616
11	1,081,585	865,268
12	1,076,177	860,942
13	1,070,797	856,637
14	1,065,443	852,354
15	1,060,115	848,092
16	1,054,815	843,852
17	1,049,541	839,633
18	1,044,293	835,434
19	1,039,071	831,257
20	1,033,876	827,101

EXHIBIT E

SOLAR LEASE PROVISIONS ("SLP")

The terms and conditions of the Energy Management Services Contract to which this SLP is attached to and a part of are by this reference incorporated herein as though fully set forth herein and all capitalized terms not otherwise defined herein shall have the same definition as set forth in the Agreement. In the event of any discrepancy between the terms of the Agreement and the terms of this Lease, the terms of the Agreement shall govern this Lease, unless expressly provided otherwise herein.

ARTICLE 1: THE PREMISES

1.1 Premises. User, for and in consideration of the covenants and agreements on the part of Owner contained herein and in the Agreement, does hereby lease unto Owner, and Owner does hereby take from User, upon and subject to the conditions hereinafter expressed, the Lease Area on the Premises for the sole and exclusive purpose of constructing, operating, maintaining, repairing and removing the System. Owner's use of the Lease Area is subject to the following:

(a) present and future zoning laws, ordinances, resolutions, and regulations of the municipality in which the land lies, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, so long as they permit or otherwise regulate the use of the Premises;

(b) the condition and state of repair of the Premises as the same may be on the Effective Date; and

(c) full compliance by the Owner in all respects with all Applicable Legal Requirements.

1.2 As-Is Lease of the Premises. Owner accepts the Lease Area after a full and complete examination thereof, as well as the title thereto and knowledge of its present uses and non-uses. Owner accepts the Lease Area in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by User and without recourse to User, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the Lease Area or the Premises or any part thereof may be put, including but not limited to the presence or absence of Hazardous Materials. User shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Lease Area or the Premises. Notwithstanding the above, or any provision herein, the Parties agree that Owner shall not be liable for any conditions on the Premises arising from

or related to acts or omissions occurring or conditions existing prior to the Effective Date, except to the extent arising from or related to Owner's negligence or willful misconduct in the performance of any activities undertaken by Owner on the Premises prior to the Effective Date.

1.3 Ownership of the System.

(a) Title to System. Subject to the rights provided to User pursuant to other terms hereof, the System and all alterations, additions, improvements or installations made thereto by Owner and all Owner property used in connection with the installation, operation and maintenance of the System is, and shall remain, the personal property of Owner ("***Owner Property***"). In no event shall any Owner Property be deemed a fixture, nor shall User, nor anyone claiming by, through or under User (including but not limited to any present or future mortgagee of the Premises) have any rights in or to the Owner Property at any time except as otherwise provided herein. User shall have no ownership or other interest in the System or any System Assets or other equipment or personal property of Owner installed on the Premises, and Owner may remove all or any portion of the System or any System Assets at any time and from time to time as further provided in the Agreement. Without limiting the generality of the foregoing, User hereby waives any statutory or common law lien that it might otherwise have in or to the System and other System Assets or any portion thereof.

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

1.4 No Expenditures. Except as otherwise provided herein and in the Agreement, Owner and User acknowledge and agree that User shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this lease or the ownership, construction, operation, maintenance, repair, or removal of the System.

1.5 No Additional Use. Except with the prior express written consent of User, Owner shall not use the Premises for any use other than the installation, operation, maintenance, repair and removal of the System.

ARTICLE 2: PERFORMANCE OF OWNER'S OBLIGATIONS

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

2.2 Step-in Rights/Step-out. Regardless of whether User exercises its rights pursuant to Section 2.1 of this SLP, User shall have the right, but not the obligation, and to the extent permitted by Applicable Legal Requirements, to take possession of the System and to operate the System upon the occurrence of a Triggering Event until Owner demonstrates that the events giving rise to the Triggering Event have been cured, and that Owner has taken all reasonably necessary steps to ensure that such events shall not re-occur. User shall not be liable to Owner for any damages, losses or claims sustained by or made against Owner as a result of User's exercise of possession and operational control of the System except to the extent such damages, losses or claims result from the gross negligence or willful misconduct of User. Notwithstanding the foregoing, all rights to take possession of the System shall be subject to the terms and conditions of the Energy Management Service Contract including notice and appropriate and reasonable cure periods.

ARTICLE 3: OWNER'S DUTY TO MAINTAIN

3.1 Maintenance; Repairs.

(a) Owner shall take good care of the Lease Area and the System, conduct all required maintenance and make all repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises and the System in first class order, repair and condition and shall provide the security for the System and Lease Area as set forth in Exhibit G to the Energy Management Services Contract ("***Owner's Maintenance Obligations***").

(b) User shall have no duty or liability to Owner with respect to the maintenance, repair or security of the Premises, the System or any access areas.

(c) Nothing in this Agreement shall limit User's ability to maintain the Premises in a reasonable manner consistent with User's current and past practices.

(d) Notwithstanding the foregoing in Section 3.1(c) above, User acknowledges, agrees, and accepts that activities conducted by or on behalf of Owner on the Premises relating to the System may interfere with User's maintenance of the Premises or User's conduct of business thereon. Owner agrees to take all commercially reasonable measures to minimize such interferences.

3.2 Utilities. Owner shall make all arrangements for and pay directly to the entity providing the service, before delinquent, all charges for all utilities and services furnished to or used by it, including without limitation, gas, electricity, water, steam, telephone service, trash collection and connection charges. User shall have no duty or liability to Owner with respect to the maintenance, repair, upgrade, replacement or security of any utilities, including, without limitation, any electrical transmission or distribution lines, whether such lines are owned by User or any third party, nor shall User have any liability to Owner (including, without limitation, liability for lost revenue) arising from User's actions or omissions with respect to such maintenance, repair, upgrade, replacement or security. In the event that Owner desires to undertake maintenance, repair, upgrade, replacement or security activities with respect to electrical transmission or distribution lines owned by User, Owner may do so at Owner's expense subject to the approval of User, which shall not be unreasonably withheld.

3.3 Compliance with Laws; Professional Standards. Owner, at Owner's expense, shall diligently and in good faith comply with all material Applicable Legal Requirements. In addition, Owner shall ensure that the System is operated and maintained in a professional manner by appropriately trained and qualified individuals

3.4 Performance Bonds.

No later than thirty (30) days prior to the Construction Commencement Date, Owner shall provide (or cause its contractor or other third party to provide) User with performance bonds from an issuer with a Best's rating of not less than "A" and in a form and amount reasonably acceptable to User (the "***Bonds***"), which Bonds shall be in an amount sufficient to secure Owner's obligations with respect to the construction of the System under this Agreement or, prior to completion of construction and commissioning of the System, Owner's removal and restoration obligations under this Agreement, in the amount set forth in the SPPP. The Bonds shall remain in effect until sixty (60) days after delivery by Owner to User of the Notice of Commercial Operation, unless (a) fully drawn upon earlier by User, (b) User has provided notice to Owner of a dispute regarding the completion of the System in accordance with the provisions of this lease, in which case the Bonds shall remain in effect until the resolution of such dispute, provided, however, the Bond shall not remain in effect

beyond a period greater than one (1) year from the date of the Notice of Commercial Operation (c) User provides the issuer of the Bonds written notice authorizing the expiration of the Bonds, which such notice shall in no effect be deemed to have occurred no later than one (1) year after Notice of Commercial Operation, or (d) this lease is terminated pursuant to the provisions hereof and Owner has fulfilled its removal and restoration obligations under the Agreement, provided, however, that the obligations of Owner shall be deemed to have been fulfilled and the Bonds shall be terminated no later than one (1) year from the Notice of Commercial Operation. In the event original Bonds are delivered to User, upon termination of the Bonds, the original shall be released to the Owner.

3.5 Decommissioning Assurance. Prior to the issuance of the Notice of Commercial Operation, Owner shall establish and maintain thereafter Decommissioning Assurance. If the Owner has satisfied its obligations to remove the System and restore the Premises as set forth in Section 3.7 of the Energy Management Services Agreement, the User shall promptly return such Decommissioning Assurance to the Owner. In the event Owner fails to remove the System or restore the Premises as set forth in Sections 3.7, 7.3, 8.3 or 8.4, as applicable, of the Energy Management Services Agreement, User may retain the Decommissioning Assurance. The parties agree that the form of Decommissioning Assurance attached as Exhibit H to the Energy Management Services Contract has been preapproved by the User and Owner.

ARTICLE 4: CONSTRUCTION AND OPERATION OF PERMITTED USE

4.1 General Description. Except as otherwise specified herein, the System shall consist solely of the improvements described in ***Exhibit B-1***of the Agreement.

4.2 Governmental Approval. Except as otherwise specified herein, or otherwise obtained prior to the Effective Date, Owner will obtain at its sole cost all approvals and permits required under the Applicable Legal Requirements for Owner's use of the Premises and for the System from any Governmental Authority having jurisdiction in the matter. Owner will promptly inform User of all significant developments relating to the issuance of such approvals or permits. User will reasonably cooperate with Owner in procuring such approvals; provided, however, that the parties acknowledge and agree that this Agreement does not impose an affirmative obligation on the User to issue or procure any approval or to engage in any action or inaction inconsistent with the proper exercise of the User's regulatory authority. If any changes in such plans and/or specifications are required by any Governmental Authority, then Owner shall submit such changes, if any, to User for its approval, which shall not be unreasonably conditioned, withheld or delayed.

4.3 Construction Commences Promptly. Owner shall commence the construction of the System promptly following the Effective Date and will proceed diligently and continuously thereafter until completion, subject to a Force Majeure Event. Unless approved

by the User in advance, which approval may be granted or denied in the User's sole discretion, construction may only be undertaken between 7:30 AM and 5:00 PM and only on Business Days.

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

4.5 Insurance. During the course of construction and operation of the System, Owner will carry and/or cause Owner's first-tier contractor(s) to purchase and maintain for the term of the EMSA or longer as may be required by the EMSA, from a company or companies lawfully authorized to do business in the Commonwealth and having a rating no lower than A- (Excellent) from A.M. Best's Key Rating Guide (latest edition in effect at the date of the EMSA and at the time of renewal of any policies required by the EMSA), the following insurance:

(a) Commercial general liability insurance (form CG 00 01 or equivalent) in a limit of not less than $1,000,000 per occurrence, $1,000,000 per occurrence for personal injury liability, $2,000,000 general aggregate (applied per job), and $2,000,000 products and completed operations aggregate written for a period of three years beyond final payment. Commercial general liability insurance shall also include broad form property damage liability and broad form contractual liability.

(b) Minimum additional $5,000,000 umbrella for excess liability coverage with terms and conditions that are at least as broad as the underlying liability policies and for concurrent terms with the underlying commercial general liability insurance.

(c) Professional Liability Insurance, by or on behalf of Owner, covering errors and omissions, $2,000,000 each occurrence and $4,000,000 aggregate limit, until completion of the Systems.

(d) Commercial automobile liability with a combined single limit of $1,000,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least $250,000 bodily injury per person, $500,000 bodily injury per accident, and $250,000 property damage per accident with an endorsement that the policy covers business related use with an additional $1,000,000 personal umbrella policy.

(e) Workers' Compensation coverage as required by Chapter 152 of the Massachusetts General Laws with Employers' Liability limits of $500,000 each accident, $500,000 disease-each employee and $500,000 disease-policy limit.

(f) *Additional Insurance Requirements for the Selected Firm:*

Owner agrees that the Commercial General Liability insurance set forth above shall be primary and non-contributing with respect to any insurance carried by the Issuers and that the selected firm's insurance policy shall not have any restrictions on coverage resulting from subcontractors failing to maintain certain levels of insurance. The Commercial General Liability insurance shall include the User as additional insured.

Owner agrees that the insurance set forth above shall be written on an occurrence basis, unless the User approve in writing, coverage on a claims-made basis (except professional liability insurance, which is permitted to be written on a claims-made basis).

Certificates of insurance reasonably acceptable to the User that include insurance coverage's required and specified above shall be delivered to the Issuers promptly after execution of the EMSA. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the project.

The insurance policies required will contain a provision that coverage's afforded under the policies will not be canceled, modified or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner, with the exception of ten (10) days' notice for nonpayment of premium. In the event that any insurance policy providing coverage's required by the Agreement will expire during the term of the Agreement, the selected firm will, not less than fifteen (15) days after the policy's expiration date, deliver to the Issuers certificates of insurance evidencing renewal of such policies.

Owner hereby agrees and acknowledges that the failure to provide and continue in force any insurance required in accordance with the terms of the EMSA shall constitute a material breach of this Agreement.

4.6 Interconnection with Electric Distribution Grid. Owner will obtain at its sole cost all approvals and agreements required for Owner's interconnection of the System to the LDC System. Owner will promptly inform User of all significant developments relating to such interconnection matters.

4.7 Access to and Use of the Premises. Owner and its sub-contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times (including under emergency conditions) to the necessary portion of the Premises for the purpose of construction, operation, inspection, maintenance, repair and removal of the System, and to any documents, materials and records of User relating to the Premises that Owner reasonably requests in conjunction with these activities. Owner shall provide User reasonable notice of all activities conducted by or on behalf of Owner on the Premises relating to the System. During any such activities, Owner, and its sub-contractors, agents, consultants and representatives shall comply with User's reasonable safety and security procedures (as may be promulgated from time to time), and Owner and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to cause minimum interference with User's activities.

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

4.9 Removal of the System. Upon expiration or termination of the Agreement, Owner shall at its sole cost and expense remove from the Premises the System, and any associated equipment or other personal property owned by Owner, and restore the Premises to its original condition, provided, however, such removal of the System will be undertaken in accordance with the terms and conditions of the Energy Management Services Contract executed between the parties hereto, and to which this SLP is an Exhibit.

ARTICLE 5: MECHANIC'S LIENS

5.1 No Liens. Owner shall not create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's or materialman's lien upon the Premises or the System or the income therefrom and Owner will not suffer any other matter or thing arising out of Owner's use and occupancy of the Premises whereby the estate, rights and interests of User in the Premises or any part thereof might be impaired, except in accordance with and subject to the provisions of this lease.

5.2 Discharge. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or the System, Owner, within twenty (20) days after notice to Owner of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Owner shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, User may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by User and costs and expenses reasonably

incurred by User in connection therewith, together with interest thereon at the Interest Rate from the respective dates of User's making of the payment of the cost and expenses, shall be paid by Owner to User within ten (10) Business Days of User's invoice therefor.

5.3 User's Obligations. User shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the System(s) or any interest therein.

ARTICLE 6: RIGHT TO INSPECT AND ENTER

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

6.2 Examination of Books of Account. User shall, upon five (5) Business Days' prior notice to Owner, have the right, at User's expense, to examine and copy, during normal business hours and at Owner's place of business, the books of account and other records in Owner's possession, custody, or control pertaining to Owner's obligations hereunder or under the Agreement.

6.3 Notice of Damage. User shall promptly notify Owner of any matter it is aware of pertaining to any damage to or loss of the use of the System(s) or that could reasonably be expected to adversely affect the System(s).

ARTICLE 7: INDEMNIFICATION

7.1 Indemnification of User. Owner shall indemnify and save harmless User and its officers, employees, and agents (collectively, the "***User Indemnified Parties***") from and against all liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees, that may be imposed upon or incurred by or asserted against any User Indemnified Party by reason of any of the following occurrences during the Term:

(a) any breach by Owner of its obligations, covenants, representations or warranties contained in this lease or made pursuant thereto;

(b) any work or thing done in, on or about the Premises or any part thereof by Owner, its agents, contractors, servants, employees, or invitees;

(c) any negligence on the part of Owner or any of its agents, contractors, servants, employees, subtenants, licensees or invitees in, on or about the Premises or in connection with the System;

(d) any accident, injury, or damage to any person or property occurring in, on or about the Premises or any part thereof, except to the extent caused by the negligence or intentional misconduct of User or any of its officers, employees or agents;

(e) any failure on the part of Owner or any of its agents, contractors, servants, employees, subtenants, licensees or invitees in, on or about the Premises to fully comply with the Applicable Legal Requirements; and,

(f) any violation, breach or disturbance by the Owner of any Landfill Closure Plan or Landfill, or former Landfill situated on the Premises.

In case any action or proceeding is brought against any User Indemnified Party by reason of any such claim, User may elect that Owner defend such action or proceeding. Upon written notice from User of such election, Owner shall defend such action or proceeding at Owner's expense to the reasonable satisfaction of User.

7.2 Survival. The provisions of this Article 7 shall survive the expiration or earlier termination of the Agreement.

ARTICLE 8: MISCELLANEOUS

8.1 Quiet Enjoyment.

(a) User covenants that so long as no Event of Default has occurred and is continuing, Owner shall quietly have and enjoy the Lease Area during the Term. User's exercise of self-help pursuant to Article 2 of this lease and rights of entry and inspection pursuant to Article 6 of this lease shall not be considered a breach of the covenant of quiet enjoyment. Subject to the specific provisions of this lease permitting the same, User shall have the right to enter upon the Premises at reasonable times for purposes related to the System of this lease and no such entry which complies with the provisions of this lease permitting the same shall be considered a breach of the covenant of quiet enjoyment.

(b) Owner shall operate, maintain and repair the System in a manner that will not obstruct or interfere with User's use of the Premises or the rights of any other occupants of the Premises and Owner will not injure or annoy any occupants of the Premises. In the event interference occurs, Owner agrees to take all reasonable steps necessary to eliminate

such interference promptly, but no later than thirty (30) days from notification by the User. Owner will use its best efforts to maintain its System in a manner that does not interfere with the Premises or improvements to the Premises. User may construct, reconstruct, modify or make alterations to the Premises so long as such activities do not materially interfere (including shading) with the operation of the System.

8.2 No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this lease shall be deemed to be an agreement by User to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of the User or any regulatory authority of the User to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.

8.3 Subordination to Existing Leases, Easements and Rights of Way. Owner acknowledges and understands that the Agreement, this SLP, and all rights of Owner are subject and subordinate to all existing leases, easements, rights of way, declarations, restrictions or other matters of record and all existing agreements of the User with respect to the Premises. User reserves the right to grant additional licenses, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, which do not unreasonably interfere (including shading) with Owner's use of the Premises and the operation of the System.

8.4 Hazardous Materials. Owner agrees to comply with all applicable laws pertaining to the use, storage and disposal of Hazardous Materials ("***Environmental Laws***") at the Premises. Owner shall indemnify, defend and hold harmless User and its agents, representatives and employees from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, attorneys' fees, consultant and expert fees) of whatever kind or nature, known, or unknown, resulting from any violation of Environmental Laws caused by Owner or Owner's representatives at the Premises. In addition, Owner shall reimburse User for any and all costs related to investigation, clean up and/or fines incurred by User for non-compliance with Environmental Laws to the extent that such costs or fines are caused by the negligence or willful misconduct of Owner or Owner's representatives at the Premises. User reserves the right to inspect the Leased Area for purposes of verifying compliance with these Hazardous Materials requirements.

Notwithstanding the above, or any provision herein, and except as provided in section 1.2, User shall indemnify, defend and hold harmless Owner and its agents, representatives and employees from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, attorneys' fees, consultant and expert fees) of whatever kind or nature, known, or unknown, resulting from any violation of or non-compliance with Environmental Laws at the Premises.

8.6 Conflict of Interest. Owner acknowledges that User is municipality. Owner shall familiarize its employees involved with this Agreement with the provisions of M.G.L. c. 268A, as may be amended. Owner represents it and its employees and subcontractors do not now, and will not during the term of this Agreement, engage in conduct or have an interest which would violate M.G.L. c. 268A.

EXHIBIT F

SCHEDULE OF TERMINATION VALUES – Stockbridge Recreation Area

Termination Payment Schedule		
Town of Lee - Stockbridge Road Farm		
Termination Occurs in Year:	Early Termination Fee (excluding costs of removal)	Early Termination Fee (including costs of removal)
1	$ 5,370,501.51	$ 5,458,545.51
2	$ 4,608,317.65	$ 4,696,361.65
3	$ 3,890,567.65	$ 3,978,611.65
4	$ 3,230,303.97	$ 3,318,347.97
5	$ 2,584,371.88	$ 2,672,415.88
6	$ 2,128,898.98	$ 2,216,942.98
7	$ 1,759,113.53	$ 1,847,157.53
8	$ 1,576,332.55	$ 1,664,376.55
9	$ 1,381,284.40	$ 1,469,328.40
10	$ 1,171,515.63	$ 1,259,559.63
11	$ 1,133,487.38	$ 1,221,531.38
12	$ 1,104,046.15	$ 1,192,090.15
13	$ 1,012,506.00	$ 1,100,550.00
14	$ 924,462.00	$ 1,012,506.00
15	$ 880,440.00	$ 968,484.00
16	$ 854,026.80	$ 942,070.80
17	$ 814,407.00	$ 902,451.00
18	$ 770,385.00	$ 858,429.00
19	$ 726,363.00	$ 814,407.00
20	$ 660,330.00	$ 748,374.00
At Expiration	Fair Market Value	Fair Market Value

EXHIBIT G

SITE SECURITY

Town of Lee

Landfill – provide security for the System and the PV System Lease Area that the Owner reasonably deems appropriate, which shall at a minimum consist of a chain-link fence, 6 feet tall, around the perimeter of the Lease Area.

Recreation/Farm Land - provide security for the System and the PV System Lease Area that the Owner reasonably deems appropriate, which shall at a minimum consist of a chain-link fence, 6 feet tall, around the perimeter of the Lease Area, and a lockable gate at the main entrance off Stockbridge Road.

Waste Water Treatment Plant - provide security for the System and the PV System Lease Area that the Owner reasonably deems appropriate, which shall at a minimum consist of a chain-link fence, 6 feet tall, around the perimeter of the Lease Area. Low growing plantings will be placed along the fence on the Pleasant Street side of the PV System.

EXHIBIT H

DECOMMISSIONING ASSURANCE

[See attached]

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of [_____] ("Escrow Agreement"), is by and between [_____] ("User"); [_____] ("Owner"); and [_____], a [national banking association], as Escrow Agent hereunder ("Escrow Agent").

BACKGROUND

A. User and Owner have entered into that certain Energy Management Services Contract dated as of [_____], 2013 (the "EMS Agreement"), pursuant to which Owner will engineer, procure and construct the solar photovoltaic generation facilities described therein.

B. This Escrow Agreement is being executed by the parties hereto, and will be funded by Owner, in satisfaction of Owner's obligation under Section 3.5 of Exhibit E to the EMS Agreement to provide Decommissioning Assurance.

C. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the interest thereon in accordance with the terms of this Escrow Agreement.

D. User and Owner have appointed the Representatives (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Escrow Agreement.

E. In order to establish the escrow of funds and to effect the provisions of the EMS Agreement, the parties hereto have entered into this Escrow Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Business Day" means any day except a Saturday, Sunday, Massachusetts State Holiday or a Federal Reserve Bank holiday.

"Escrow Account" shall mean the account so designated on Schedule A hereto or any other account designated in a writing signed by Owner and User and delivered to Escrow Agent in accordance with the notice provisions of this Escrow Agreement.

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Escrow Period" shall mean the period commencing on the date hereof and ending on the date that the Escrow Funds are paid to the User or Owner as provided herein.

"Owner Representative" shall mean the person so designated on Schedule A hereto or any other person designated in a writing signed by Owner and delivered to Escrow Agent and the User Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Representatives" shall mean the User Representative and the Owner Representative.

"User Representative" shall mean the person so designated on Schedule A hereto or any other person designated in a writing signed by User and delivered to Escrow Agent and the Owner Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Written Direction" shall mean a written direction executed by the applicable Representative directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking an action pursuant to this Escrow Agreement.

2. Appointment of and Acceptance by Escrow Agent. User and Owner hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3 below, agrees to hold and disburse the Escrow Funds in accordance with this Escrow Agreement.

3. Deposit of Escrow Funds. Owner will fund the Escrow Account upon the issuance of the Notice of Commercial Operation (as defined in the EMS Agreement) with the amount set forth in Schedule A by wire transfer of immediately available funds. The Escrow Funds shall be held in an interest bearing account with an FDIC insured institution, or such additional or other investment(s) and institution(s) as the Representatives shall set forth in a Written Direction, and all interest, dividends, accumulations and income shall be added to and become part of the Escrow Funds. Owner shall be liable for any taxes due on the Escrow Funds.

4. Disbursements of Escrow Funds. Escrow Agent shall disburse Escrow Funds at any time upon receipt of and in accordance with a Written Direction signed by (a) both Representatives; (b) User Representative certifying that Owner has failed to satisy its obligations to remove the System and restore the Premises to the condition and within the time frame described in the EMS Agreement; or (c) Owner Representative certifying that Owner has satisfied its obligations to remove the System and restore the Premises to the condition and within the time frame described in the EMS Agreement. In the case of a Written Direction delivered pursuant to clause (b) or (c), Escrow Agent shall notify the other Representative of the Written Direction. If within 10 Business Days of such notice by the Escrow Agent, the Escrow Agent has not received a written objection to the Written

Direction, the Escrow Agent shall disburse the Escrow Funds as set forth in said Direction. If the Escrow Agent receives a written objection within said 10 Business Days, the Escrow Agent shall not disburse the funds to a party until receiving (A) a Written Direction signed by each Representative or (B) a court order.

5. Suspension of Performance: Disbursement Into Court. If, at any time, (i) there shall exist any dispute between User and Owner with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) the Representatives have not within 10 Business Days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 6 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take any or all of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be);

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder;

c. appoint a successor Escrow Agent, provided such successor is an FDIC insured bank with at least $200 million dollars. The retiring Escrow Agent shall have no liability for appointing the successor Escrow Agent provided said Successor satisfies the foregoing requirements and executes a copy of this Agreement.

Escrow Agent shall have no liability to User, Owner, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

6. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) Business Days prior written notice to each Representative specifying a date when such resignation shall take effect. Upon any such notice of resignation, the Representatives jointly shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

7. Liability of Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith, except to the extent that a court of competent jurisdiction determines that any loss to the User or Owner arises the Escrow Agent's gross negligence or willful misconduct. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Escrow Agreement or the EMS Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent shall not be responsible or liable in any manner for the performance by any party of their respective obligations under the EMS Agreement nor

shall Escrow Agent be responsible or liable in any manner for the failure of any party to honor any of the provisions of this Escrow Agreement. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. User and Owner, jointly and severally, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

8. Indemnification of Escrow Agent. From and at all times after the date of this Escrow Agreement, User and Owner, jointly and severally, shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, arising from any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation User or Owner, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; *provided, however*, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal,

to the extent arising from the gross negligence or willful misconduct of such Indemnified Party. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the User and Owner jointly and severally. The obligations of User and Owner under this Section 8 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

The parties agree that neither the payment by User or Owner of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between User and Owner, the respective rights and obligations of User, on the one hand, and Owner, on the other hand, under the EMS Agreement.

9. Fees and Expenses of Escrow Agent. User and Owner shall compensate Escrow Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. The additional provisions and information set forth on Schedule A are hereby incorporated by this reference, and form a part of this Escrow Agreement. All of the compensation and reimbursement obligations set forth in this Section 9 shall be payable by User and Owner, jointly and severally, in accordance with Schedule A. The obligations of User and Owner under this Section 9 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

10. Representations and Warranties: Legal Opinions. Each of User and Owner respectively makes the following representations and warranties to Escrow Agent:

a. It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder.

b. This Escrow Agreement has been duly approved by all necessary action, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

c. The execution, delivery, and performance of this Escrow Agreement is in accordance with the EMS Agreement and will not violate, conflict with, or cause a default under its articles of incorporation, bylaws, management agreement or other organizational document, as applicable, any applicable law

or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including without limitation the EMS Agreement, to which it is a party or any of its property is subject.

d. The applicable persons designated on Schedule A hereto have been duly appointed to act as its Representatives hereunder and have full power and authority to execute and deliver any Written Direction, to amend, modify or waive any provision of this Escrow Agreement and to take any and all other actions as the Representatives under this Escrow Agreement, all without further consent or direction from, or notice to, it or any other party.

e. No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Escrow Funds or any part thereof.

f. All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of the Escrow Funds.

11. IMPORTANT INFORMATION FOR OPENING AN ACCOUNT.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual persons such as a business entity, a charity, a trust, or other legal entity, we ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

User and Owner acknowledge that a portion of the identifying information set forth on Schedule A is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and User and Owner agree to provide any additional information requested by the Escrow Agent in connection with the Act or any similar legislation or regulation to which Escrow Agent is subject, in a timely manner. The User and the Owner each represent that all identifying information set forth on Schedule A, including without limitation, its Taxpayer Identification Number assigned by the Internal Revenue Service or any other taxing authority, is true and complete on the date hereof and will be true and complete at the time of any disbursement of the Escrow Funds.

12. Consent to Jurisdiction and Venue. Each of the Parties consents to the jurisdiction of the federal and state courts of the Commonwealth of Massachusetts with respect to all disputes arising under or out of this Agreement.

13. Notice. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice, and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice.

14. Amendment or Waiver. This Escrow Agreement may be changed, waived, discharged or terminated only by a writing signed by the Representatives and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

15. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

16. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws principles thereof.

17. Entire Agreement. This Escrow Agreement constitutes the entire agreement between the parties relating to the holding and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of the Escrow Agent with respect to the Escrow Funds. The Escrow Agent has no knowledge of the terms of, or any responsibility under, the EMS Agreement.

18. Binding Effect. All of the terms of this Escrow Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of User, Owner and Escrow Agent.

19. Execution in Counterparts. This Escrow Agreement may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the

parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

20. Termination. Upon the first to occur of the termination of the Escrow Period, the final disbursement of all of the Escrow Funds pursuant to Written Directions, or the disbursement of all amounts in the Escrow Funds into court pursuant to Section 5 or Section 7 hereof, this Escrow Agreement shall terminate and Escrow Agent shall have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Funds.

21. Dealings. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell, and deal in any of the securities of the User or Owner and become financially interested in any transaction in which the User or Owner may be interested, and contract and lend money to the User or Owner and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for the User or Owner or for any other entity.

22. Notwithstanding any joint and several obligations User and Owner may have to the Escrow Agent pursuant to the terms of this Agreement, neither shall be liable for more than fifty percent of such obligations. For purposes of clarification, in the event User or Owner pays more than half of any amount due to or on behalf of the Escrow Agent pursuant to this Agreement, the other party shall promptly reimburse the paying party so that neither shall have paid more than fifty percent of such amount.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

_____

as User

By: _____

Title:_____

_____

as Owner

By: _____

Title:_____

_____

as Escrow Agent

By: _____

Title:_____

SCHEDULE A

Owner Representative:

User Representative:

Escrow Account:

Escrow Amount:

Owner Account:

Escrow Agent Fees:

Owner Notice Information:

User Notice Information:

Escrow Agent Notice Information:

EXHIBIT I

FORM OF ACKNOWLEDGMENT

[See attached]

REQUESTED BY, PREPARED BY AND
WHEN RECORDED RETURN TO:

(Space above this line for Recorder's use only)

USER ACKNOWLEDGMENT

This User Acknowledgment (this "**Agreement**") dated as of [_____], 20___, is made by and between the Town of Lee, a municipality of the Commonwealth of Massachusetts ("**User**") whose address is 32 Main Street, Lee, MA and Broadway Renewable Strategies Lee Recreation, LLC, a Delaware limited liability company ("**Owner**") whose address is 295 Freeport Street, Boston, MA, in connection with that certain Energy Management Services Contract, dated as of October __, 2013 (the "**EMS**").

RECITALS

WHEREAS, User is the owner of the real property described on Exhibit A (the "**Premises**"). Pursuant to the EMS, certain solar photovoltaic equipment described on Exhibit B hereto (the "**Equipment**") has been or will be installed on the Premises, and will be operated and maintained by Owner pursuant to the EMS. The Equipment will be connected to the electrical system of the Premises as a supplemental source of electrical power. The Equipment will be owned by Owner pursuant to the EMS.

WHEREAS, this Agreement is provided to Owner to acknowledge that the User has agreed to treat the Equipment as personal property of the Owner, and not as a fixture.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt of which is hereby acknowledged, User hereby acknowledges, consents and agrees to the following matters:

AGREEMENT

1. Consent and Agreement.

   a. *Title Owner*. User acknowledges that Owner is the title owner of the Equipment.

b. *Personalty*. User acknowledges and agrees that the Equipment shall remain personal property of Owner regardless of the manner or mode of its attachment to the Premises and shall not become or be deemed to be fixtures.

c. *Waiver*. User expressly waives every right that it may have under law, or by virtue of any agreement, now in effect or hereafter executed, to levy on or distrain the Equipment for rent (in arrears, in advance, or both) or to claim or assert a lien, interest in, or title to the Equipment.

d. *Additional Equipment*. This Agreement will also apply with equal force to any of the Equipment that is already on the Premises as well as to any Equipment that may hereafter be delivered or installed upon the Premises, that is or becomes subject to the EMS.

e. *Rights of Owner*. User agrees that Owner or Owner's assignee or agents may enter on the Premises to repair, maintain, replace, or remove all or part of the Equipment from the Premises in accordance with the terms and conditions of the EMS. User will allow Owner to exercise this right of entry at any reasonable time.

f. *Binding Effect*. The covenants and obligations set forth in this Agreement shall constitute covenants running with the land.

2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Owner may, at any time, assign its rights and delegate its obligations hereunder to any nominee or designee of Owner including, without limitation, to any purchaser of all or any portion of the Equipment.

3. Counterparts. This Agreement may be executed in any number of counterparts which shall constitute one and the same instrument.

4. Disputes and Choice of Law; Attorneys Fees. In the event of a dispute arising from or related to this Agreement, the prevailing party in any proceeding to enforce this Agreement or to resolve the dispute shall be entitled to recover its expenses incurred in the proceeding, including reasonable attorney's fees. Each party hereto waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. Any controversy or claim arising out of, or relating to, this Agreement, or to the making, performance, or interpretation thereof, shall be subject to exclusive jurisdiction of courts located within the Commonwealth of Massachusetts. This Agreement

shall be construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles.

[Continues on next page]

ATTENTION: COUNTY CLERK/RECORDER — THIS INSTRUMENT COVERS GOODS THAT ARE OR MAY BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.

OWNER:	USER:
BROADWAY RENEWABLE STRATEGIES LEE RECREATION, LLC	TOWN OF LEE
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

EXHIBIT A

Premises

Address:

Town of Lee Recreation Area: 415 Stockbridge Road – Lee, MA

Legal Description:

The Town of Lee Farm is located in the easternmost portion of the Town. The Site consists of an approximately 171 acre former agricultural parcel. The Site is depicted on the Town Assessors' Map No. 24 as Lot 1. The Owner of Record is the Town. The Site is generally bound northerly by the Massachusetts Turnpike (State Route 90), easterly by pastures/farmland, residential property along Fairway Street, southerly by pastures/farmland and undeveloped woodlands, and westerly by residential property along Stockbridge Road.

Description of the PV Array Area:
The Lease Area shall further include such additional space within the Building or land located at 415 Stockbridge Road – Lee, MA, if applicable, for the installation, operation and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances (collectively, the "***Cabling Space***") running between and among the Array Location, Inverters, the Delivery Point as shown on Exhibit A-1, and all necessary electrical and other utility sources located within the Building or Land Areas or on the Property, together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Premises and in and through the Building or Land Areas for the purpose of installation, operation, inspection, maintenance, repair and improvements of the System.

The Floor Space, Rooftop Space, Land Areas, Delivery Point and Cabling Space are hereinafter collectively referred to as the "***Lease Area***" and are as shown on the *Site Plan of Lease Area* attached to this Exhibit A-1. In the event there are not sufficient electric and other necessary utility sources located within the Building or on the Premises to enable Owner to transmit Electricity generated by the System to the Delivery Point, User agrees to grant Owner or the LDC the right to install such utilities on, over and/or under any Premises, Land Areas and through the Building or Land Areas as necessary for Owner to operate the System, provided, however, the location of such utilities shall be as reasonably designated by User.

EXHIBIT B

SOLAR ENERGY SYSTEM:

System Manufacturer: **Suntech or Equal**

Nameplate Capacity: **880.44kW**

Approximate Annual 1st Year Energy Production:

1,137,182kWh

Guaranteed Annual 1st Year Energy Production:

909,746kWh

Location: **415 Stockbridge Road – Lee, MA**

Preliminary Specifications:

System will be comprised of (3,036) 290w modules or equal

SOLAR ENERGY SYSTEM ASSETS:

Mounting Systems **Schletter or Equal**

Tracking Devices: **NA**

Inverters: **One (1) 250kW One (1) 500kW Advanced Energy Inverters or Equal**

Integrators: **Broadway Electrical Co., Inc.**

Related Equipment: _____

Electric Lines: **120V & 480V & 13.8kV**

Permits: **Electrical, Building Permit with all civil affidavits**

Contracts: **Energy Management Services Contract**

EXHIBIT J

FORM OF ESTOPPEL

[See attached]

ESTOPPEL CERTIFICATE

This ESTOPPEL CERTIFICATE (this "***Estoppel Certificate***"), dated as of _____, 20__, is executed by the Town of Lee, a Massachusetts municipality ("***User***")

A. The User and Broadway Renewable Strategies Lee Recreation LLC, a Delaware limited liability company ("***Owner***") have entered into that certain Energy Management Services Contract, dated as of October __, 2013 (the "***EMS***").

1. Except as described in the attached Schedule I, as of the date hereof, User represents and warrants to Owner as follows:

a. User is a [municipal public school system] duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the EMS. User has the requisite power, authority and legal right necessary to execute, deliver and incur the obligations provided for in the EMS;

b. the execution, delivery and performance by User of the EMS have been duly authorized by all necessary action on its part. No material consent, approval, order or authorization of or registration, declaration of a filing with, or giving of notice to, obtaining of any license or permit from, or taking any other action with respect to, any federal, state or local government or public body, authority or agency is required in connection with the valid authorization, execution, delivery and performance of the EMS by User which has not been obtained;

c. the EMS has been duly executed and delivered by User and constitutes the legal, valid and binding obligations of User, enforceable against User in accordance with its terms, except as enforceability may be limited by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law) and by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally;

d. the EMS is in full force and effect and has not been amended, assigned, supplemented or modified except as specifically described herein, and User is not in default in any respect under the EMS or has failed to fulfill any of its obligations under the EMS, and no event or condition exists and is continuing that with the lapse of time, the giving of notice, or both, would reasonably be expected to constitute such a default under the EMS;

e. (i) User is not aware of any event, act or circumstance or condition constituting an event of Force Majeure (as defined in the EMS) and (ii) User does not owe any indemnity, warranty or liquidated damages payments under the EMS;

f. all representations and warranties made by User in the EMS were true and correct in all material respects on and as of the date when made and, except for those that by their terms speak as of a specific date, are true and correct in all material respects on and as of the date hereof;

g. there is no litigation, action, suit, investigation or proceeding pending or, to the best of User's knowledge, threatened against User, before or by any court, administrative agency, arbitrator or governmental authority, body or agency, which if adversely determined, individually or in the aggregate, (i) could materially and adversely affect the performance by User of its obligations under the EMS, (ii) could modify or otherwise adversely affect any required approvals, filings or consents which have previously been obtained or made, (iii) could have a material adverse effect on the condition (financial or otherwise), business or operations of User or (iv) questions the validity, binding effect or enforceability of the EMS, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby;

h. User is not in violation of its constitutive documents. The execution, delivery and performance by User of the EMS, and the consummation of the transactions contemplated hereby and thereby, do not result in (i) any violation of any term of its constitutive documents or of any material contract or agreement applicable to it, (ii) any violation of any license, permit, franchise, judgment, decree, writ, injunction, order, charter, law, ordinance, rule or regulation applicable to it or any of its properties, any obligations incurred by it or by which it or any of its properties may be bound or affected, or any determination or award of any arbitrator applicable to it, or (iii) the creation of any lien upon any of its properties or assets that, in each of the circumstances and scenarios described in subclauses (i), (ii) and (iii), could have a material adverse effect on User's ability to perform under the EMS;

i. there are no disputes or legal proceedings currently pending (or, to User's knowledge, threatened) between User and Owner, and User has no present knowledge or any facts entitling User to any material claim, counterclaim or offset against Owner in respect of the EMS or claim for delay damages or liquidated damages;

j. User is the owner of the Premises in fee simple, and except as set forth on Schedule I hereto, the Premises is not encumbered by any mortgage, deed of trust or similar real property security interest or financing; and

k. the Commercial Operation Date (as defined in the EMS) occurred on _____, 201__.

[Signature page following]

IN WITNESS WHEREOF, the User by its officer thereunto duly authorized, has duly executed this ESTOPPEL CERTIFICATE as of the date set forth below.

Dated as of: _____

[ ]

By:

_____

Name:

_____

Title:

_____

Schedule I
to Estoppel Certificate

1. [Town to provide list of encumbrances, if any.]

EXHIBIT K

FORM OF PILOT AGREEMENT

[See attached]

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL AND PERSONAL PROPERTY

among

[PROJECT COMPANY]

and

[PROPERTY OWNER/LESSOR]

and

THE TOWN OF LEE

dated as of _____, 2013

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR
REAL AND PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL AND PERSONAL PROPERTY (this "Agreement") is made and entered into as of _____, 2013 by and among Broadway Renewable Strategies Lee Recreation, LLC, a Delaware limited liability company ("Developer"), and the TOWN OF LEE, a municipal corporation duly established by law and located in Berkshire County, Massachusetts (the "Property Owner" and "Town"). Developer, Property Owner and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

WHEREAS, Developer is a generation company engaged in the business of producing, manufacturing or generating electricity, renewable energy or related services or products for retail sale to the public, as defined or used in the Massachusetts General Laws Chapter 59, §38H(b), and Chapter 164, §1;

WHEREAS, Property Owner is the owner in fee simple of the approximately [ ] acres +/- parcel of land located at [ADDRESS], as more particularly shown in Exhibit A-1 (the "Property");

WHEREAS, Developer, as lessee, and Property Owner, as lessor, are parties to a ground lease with a term in excess of [ ] years (the "Solar Lease") with respect to an approximately [ ] acres +/- portion of the Property (such portion, the "Leased Premises," is more particularly shown in Exhibit A-2);

WHEREAS, pursuant to the Solar Lease, Developer plans to build and operate a photovoltaic power plant with an expected nameplate capacity ("Capacity") of approximately [ ] megawatts (AC) and expected commercial operation date of [ ], 2013 (the "Project") on said Leased Premises. The Project is more particularly shown and described in Exhibit B;

WHEREAS, the Town agrees to accept payments, as set forth in this Agreement in lieu of and as a full substitute for any tax assessed on the Project by the Town of Lee (the "Project Property Taxes") that may otherwise be owed to the Town by the Developer;

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town in lieu of Project Property Taxes, on behalf of itself and the Property Owner, for the term of this Agreement, in accordance with G.L. c.59, §38H(b) and the Massachusetts Department of Revenue regulations and requirements adopted in connection therewith;

WHEREAS, because the Parties need an accurate projection of their respective expenses and revenues, the Parties believe that it is in their mutual best interests to enter into this Agreement establishing and stabilizing the payments that will be made with respect to Project Property Taxes for the term of this Agreement;

WHEREAS, the Parties intend that, during the term of this Agreement, except as otherwise provided herein, Developer and Property Owner will not be assessed for any statutory real or personal property taxes attributable to the Project and located on the Leased Premises to which they might otherwise be subjected under Chapter 59 of the General Laws, and this Agreement will provide for exclusive payments in lieu of such statutory real and personal property taxes during the term hereof; provided, however, that the Parties do not intend for this Agreement to affect any taxes or payments that may be owed by Developer or Property Owner to the Town except for Project Property Taxes, nor do the Parties intend for this Agreement to affect any other payments that may be legally owed by Developer or Property Owner to the Town, including, but not limited to, taxes for personal property other than those attributable to the Project, and payments for services provided by the Town to the Project or the Leased Premises, including but not limited to, water and sewer services, betterment assessments and similar payment obligations;

WHEREAS, in consideration of the recitations set forth above, the Town is authorized to enter into this Agreement with Developer and Property Owner, provided the payments in lieu of Project Property Taxes over the life of the Agreement as provided herein are expected at inception to be the equivalent of the real and personal property tax obligations that would otherwise be required under G.L. c.59 based upon the full and fair cash valuation of the Project and Leased Premises;

WHEREAS, Developer and the Town acknowledge that a comprehensive agreement fixing and maintaining mutually acceptable, reasonable and accurate payments in lieu of Project Property Taxes for each fiscal year for twenty (20) years (commencing on the first fiscal year immediately following the start of construction of the Project) is appropriate and serves their respective interests; and

WHEREAS, the Parties are entering into this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments hereinbelow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Payment in Lieu of Project Property Taxes. Developer agrees to make payments to the Town, on its behalf and on behalf of Property Owner, in lieu of Project Property Taxes, for a period of twenty (20) consecutive years commencing in the first fiscal quarter immediately following the earlier of the Outside Commercial Operation Date or the Commercial Operation Date, in the amounts per year set forth in Exhibit C. The Parties agree that Project Property Taxes shall not accrue during the period of construction of the Project. Developer agrees that each such annual payment due and owing will be paid to the Town in four (4) equal quarterly installments on or before August 1, November 1, February 1 and May 1 of each fiscal tax year during the term of this Agreement, and the annual payment amount

and payment date will be noted on a quarterly bill issued by the Town to the Developer. Developer agrees that the payments in lieu of Project Property Taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Town's tax rate, which factors have been anticipated and are reflected in Exhibit C.

Notwithstanding anything to the contrary in this Agreement, in the event Developer's leasehold interest in the Leased Premises is discontinued before expiration of the term of this Agreement, whether by way of the expiration or termination of the Solar Lease or otherwise, and either (i) Developer does not then own the Project, (ii) Property Owner does not then purchase the Project from Developer and take assignment of this Agreement pursuant to Section 7 hereof or (iii) Developer's lender has not taken over the Project, then this Agreement shall also terminate upon the Town's receipt of written notice of the date of such discontinuance, and the Town shall proceed to assess-Project Property Taxes under applicable laws and regulations as if this Agreement never existed. Developer shall immediately notify the Town in writing in the event of such discontinuance of its leasehold interest, failing which Developer shall, notwithstanding anything to the contrary in this Agreement, remain responsible for all payments due under this Agreement.

Improvements or Additions, Retirements. To the extent that the Capacity-(a) exceeds [ ] MW (AC) on the date the Project commences commercial operations (the "Completion Date"), or (b) is increased by Developer after the Completion Date, the Adjusted Annual Payments in lieu of taxes will be increased as described in Paragraph 3. To the extent that Developer reduces the Capacity on or after the Completion Date, the Adjusted Annual Payments in lieu of taxes will be decreased to the extent and as described in Paragraph 3.

Calculation of Adjustment. To the extent that the Capacity exceeds [ ] MW (AC) on the Completion Date or is increased or decreased by Developer after the Completion Date, the annual payments in lieu of taxes under this Agreement shall be increased or decreased, as the case may be, by an amount equal to $[ ] for each Megawatt base payment, prorated, as applicable, multiplied by the (AC) rated generation increase or decrease, as applicable (the "Adjusted Annual Payments").

Inspection. The Town, its officers, employees, consultants and attorneys will have the right to inspect the Project, Leased Premises and meters used to measure the energy generated by the Project at all reasonable times on reasonable prior notice to Developer for the purpose of confirming the Capacity.

Payment Collection. Notwithstanding anything to the contrary in this Agreement, Developer is liable for payments due under this Agreement. All rights and remedies available to the Town for the collection of Project Property Taxes shall apply to the payments in lieu of taxes hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved

notwithstanding anything to the contrary herein. The provisions of the General Laws, including but not limited to G.L. c. 59 and G.L. c.60, will govern the establishment of liens and the collection of any payments in lieu of taxes provided for in this Agreement as though said payments were Project Property Taxes.

Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for Project Property Taxes to which they might otherwise be subject under Massachusetts law in the absence of this Agreement, and the Town agrees that this Agreement will exclusively govern the payments of such taxes; provided, however, that this Agreement does not affect, and will under no circumstances preclude the Town from assessing, any other taxes, fees, charges, rates or assessments which Developer may be obligated to pay, including but not limited to real or personal property taxes other than Project Property Taxes, excise taxes on vehicles due pursuant to G.L. c.60A, or any fees or charges for services provided by the Town to the Project, including but not limited to, water and sewer services.

Assignment. Developer shall have the right, in its sole discretion and without obtaining the prior consent of the Town, to assign this Agreement to (i) an institutional lender or lenders as collateral security in connection with Developer's financing of the Project, or (ii) any bona fide purchaser, transferee or assignee of Developer's interest in the Project, including without limitation, a purchaser, transferee or assignee of the equity interests in and of Developer (each, a "Third Party"), provided Developer has received reasonable assurances that said Third Party has the financial, managerial and technical capacity to construct and operate the Project. All covenants, agreements, terms and conditions set forth in this Agreement shall apply to and be binding upon the Parties, their assigns and successors. Developer shall provide written notice to the Town of any sale, transfer or assignment hereunder not less than five (5) business days following such sale, transfer or assignment taking effect. In connection with any sale, transfer or assignment to a Third Party, if requested by the Town, Developer shall furnish to the Town a written statement and such commercially appropriate supporting documentation necessary to give the Town reasonable assurances of such Third Party's ability to satisfy the covenants, agreements, terms and conditions of this Agreement.

Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project and the Leased Premises, to the extent that such value is reasonably determinable as of the date of this Agreement. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants.

Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below. Lender shall receive a courtesy copy of any such notice delivered at the address below; failure to notify the Lender shall not render notice defective.

To: Broadway Renewable Strategies Lee Recreation, LLC
295 Freeport Street
Boston, MA 02122
Attn: Jonathan B. Wienslaw

To: Board of Selectmen
Town of Lee
32 Main Street
Lee, Massachusetts 01238

Any such addresses for the giving of notices may be changed by a Party by giving written notice as provided above to the other Parties. Notice given by counsel to a Party shall be effective as notice from such Party.

Applicable Law. This Agreement is made and will be interpreted in accordance with the laws and regulations of the Commonwealth of Massachusetts, which are incorporated herein by reference. Developer and the Town each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Developer agrees that service of process may be effected by serving process at the addresses indicated in paragraph 9 for Notices.

Force Majeure. Force Majeure shall have the same definition as in the Energy Management Services Contract between the Town and the Developer. In the event said Energy Management Services Contract is terminated as provided therein, the Project and Leased Premises will thereafter be assessed and taxed by the Town as though this Agreement does not exist.

Covenants/Warranties of Developer.

During the term of this Agreement, Developer and Property Owner will not voluntarily do any of the following:

1. convey by sale, lease or otherwise any interest in the Leasehold Premises or Property to any entity or organization that qualifies as a charitable organization pursuant to M.G.L. c.59 Section 5 (Third);

2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement; or

3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement.

Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and, if a foreign entity, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. None of the documents or information furnished by or on behalf of Developer to the Town in connection with the negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.

5. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

Property Owner represents and warrants:

1. It owns the Property in fee simple and has leased the Leased Premises to Developer for the purpose stated herein.

2. It is a municipal corporation duly established by law and located in Berkshire County, Massachusetts. This Agreement constitutes the legal, valid and binding obligation of Property Owner enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. None of the documents or information furnished by or on behalf of Property Owner to the Town in connection with the negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.

5. The person executing this Agreement on behalf of Property Owner has the full power and authority to bind it to each and every provision of this Agreement.

Certain Conditions. Developer and the Town understand and agree that this Agreement shall be void and that no portion of this Agreement shall be enforceable; if (a) this Agreement, or any material portion of this Agreement, is determined or declared to be illegal, void, or unenforceable; (b) the Massachusetts General Court abolishes an *ad valorem* tax on property used for the production of electricity and substitutes some other form of taxation in lieu thereof; (c) Developer is not a "generation company" or "wholesale generation company" as those terms are used and/or defined in G.L. c. 59 § 38H (b), and G.L. c. 164 § 1; or (d) Developer qualifies for a manufacturing classification under G.L. c. 59, § 5(16)(3).

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF LEE,
BY ITS BOARD OF SELECTMEN

_____
_____
_____
_____
_____

BROADWAY RENEWABLE
STRATEGIES LEE RECREATION, LLC

_____
[NAME]

TOWN BOARD OF ASSESSORS:

_____
_____
_____
_____
[NAME]

EXHIBIT A-1

Description of the Property

Address:

Town of Lee Recreation Area: 415 Stockbridge Road – Lee, MA

Legal Description:

The Town of Lee Farm is located in the easternmost portion of the Town. The Site consists of an approximately 171 acre former agricultural parcel. The Site is depicted on the Town Assessors' Map No. 24 as Lot 1. The Owner of Record is the Town. The Site is generally bound northerly by the Massachusetts Turnpike (State Route 90), easterly by pastures/farmland, residential property along Fairway Street, southerly by pastures/farmland and undeveloped woodlands, and westerly by residential property along Stockbridge Road.

EXHIBIT A-2

Description of the Leased Premises

Description of the PV Array Area:
The Lease Area shall further include such additional space within the Building or land located at 415 Stockbridge Road – Lee, MA, if applicable, for the installation, operation and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances (collectively, the "***Cabling Space***") running between and among the Array Location, Inverters, the Delivery Point as shown on Exhibit A-1, and all necessary electrical and other utility sources located within the Building or Land Areas or on the Property, together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Premises and in and through the Building or Land Areas for the purpose of installation, operation, inspection, maintenance, repair and improvements of the System.

The Floor Space, Rooftop Space, Land Areas, Delivery Point and Cabling Space are hereinafter collectively referred to as the "***Lease Area***" and are as shown on the *Site Plan of Lease Area* attached to this Exhibit A-1. In the event there are not sufficient electric and other necessary utility sources located within the Building or on the Premises to enable Owner to transmit Electricity generated by the System to the Delivery Point, User agrees to grant Owner or the LDC the right to install such utilities on, over and/or under any Premises, Land Areas and through the Building or Land Areas as necessary for Owner to operate the System, provided, however, the location of such utilities shall be as reasonably designated by User.

EXHIBIT B

Description of the Project

SOLAR ENERGY SYSTEM:	System Manufacturer: **Suntech or Equal**
	Nameplate Capacity: **880.44kW**
	Approximate Annual 1st Year Energy Production:
	1,137,182kWh
	Guaranteed Annual 1st Year Energy Production:
	909,746kWh
	Location: **415 Stockbridge Road – Lee, MA**
	Preliminary Specifications:
	System will be comprised of (3,036) 290w modules or equal
SOLAR ENERGY SYSTEM ASSETS:	Mounting Systems **Schletter or Equal**
	Tracking Devices: **NA**
	Inverters: **One (1) 250kW One (1) 500kW Advanced Energy Inverters or Equal**
	Integrators: **Broadway Electrical Co., Inc.**
	Related Equipment:
	Electric Lines: **120V & 480V & 13.8kV**
	Permits: **Electrical, Building Permit with all civil affidavits**
	Contracts: **Energy Management Services Contract**

EXHIBIT C

Year	Estimated kWh	Performance & Finance kWh	Cost for Tax	PILOT Payment Amount
1	1,137,182	1,034,381	0.01190	$12,311
2	1,131,496	1,029,209	0.01196	$12,311
3	1,125,839	1,024,063	0.01202	$12,311
4	1,120,209	1,018,942	0.01208	$12,311
5	1,114,608	1,013,848	0.01214	$12,311
6	1,109,035	1,008,779	0.01220	$12,311
7	1,103,490	1,003,735	0.01226	$12,311
8	1,097,973	998,716	0.01233	$12,311
9	1,092,483	993,722	0.01239	$12,311
10	1,087,020	988,754	0.01245	$12,311
11	1,081,585	983,810	0.01251	$12,311
12	1,076,177	978,891	0.01258	$12,311
13	1,070,797	973,997	0.01264	$12,311
14	1,065,443	969,127	0.01270	$12,311
15	1,060,115	964,281	0.01277	$12,311
16	1,054,815	959,459	0.01283	$12,311
17	1,049,541	954,662	0.01290	$12,311
18	1,044,293	949,889	0.01296	$12,311
19	1,039,071	945,139	0.01303	$12,311
20	1,033,876	940,414	0.01309	$12,311