

BOT PACKET FOR MARCH 11, 2015

List of materials

BOT Meeting Agenda (1 page)

Feb 2015 BOT meeting minutes – for approval (4 pages)

Personnel Committee Proposal: Kids Club Pay Rate (1 page)

Personnel Committee Minutes (1 page)

Board of Trustees Interest Form 1: (2 pages)

Board of Trustees Interest Form 2: (3 pages)

GABS February 2015 Report (2 pages)

Finance Committee February 2015 meeting minutes (1 page)

On-Site March 2015 Meeting Minutes (2 pages)

Domain Coordinator Report, March 2015 (1 page)

Domain Council February 13, 2015 meeting minutes (1 page)

addendum re electric bill

**HCCPS Board of Trustees  
Meeting Agenda  
March 11, 2015**

The Hilltown Cooperative Charter Public School was founded in 1995 as a Massachusetts Public Charter School. Our mission is:

- ❖ To engage students in a school which uses experiential, hands-on activities, the arts, and interdisciplinary studies to foster critical thinking skills and a joy of learning.
- ❖ To sustain a cooperative, intimate community of students, staff, families and local community members, which guides and supports the school and its educational program.
- ❖ To cultivate children's individual voices and a shared respect for each other, our community, and the world around us.

**Facilitator: Kipp Armstrong**

**6:30 Opening / Welcoming (read mission statement) (5)**

Announcements, appreciations, acknowledgements  
Agenda check; Appoint timekeeper, listkeeper  
Approve Minutes from previous meeting

**6:35 Public Comment period (10)**

**6:45 solar contract; Amy (15min) (Decision if Possible)**

**7:00 Personnel; Dan, Jessica (15 min) (Proposal)**

**7:15 GABS; Susannah, Penny (15 min) (Discussion)**

**7:30 FY 16 Budget draft; Amy (20 min) (Discussion)**

**7:50 Topic of the month: Bonuses; Kipp, Susannah (15min) (Discussion)**

**8:05 Plan for Annual Meeting; Deirdre (10 min) (Discussion)**

**8:15 New Business**

**8:20 Committee Reports- Questions only**

**8:25 Meeting Wrap-up/ Evaluation/Minutes Finalization**

Set date/ facilitator, snack bringer, newsletter blurb, check agenda for next meeting

**8:30 Review Action Items in this meeting's minutes; Knox (5 min)**

**8:35 Adjournment**

APPROVED  
J/11/2015



HILLTOWN COOPERATIVE  
CHARTER PUBLIC SCHOOL

**Personnel Committee Proposal to the Board of Trustees**

**Date:** 3/2/15

**Committee members drafting proposal:** Jessica Berrien, Sam Charron, Rebecca Belcher-Timme, Annie Levine, Dan Klatz

**Overview:** Teaching Assistants who work in Kids Club are paid the same rate for both the classroom TA and after school portions of their day. As during afterschool hours they are not assistant the teachers but rather fully in charge of children, we examined the question of offering a higher rate for Kids Club duties. We researched pay rates at other after school programs and found a significant range of pay rates in the area. While the HCCPS rate is well within the range, we concluded that there should be some financial acknowledgement for performing duties with a great level of responsibility.

**Text of proposal:**

Employees who work both as Teaching Assistants and Kids Club teachers should be paid an additional \$1.00/hour for their Kids Club hours.

**Dissenting views/ Issues:**

This will have a financial impact. We suggest raising Kids Club rates by \$1/afternoon to account for the impact.

**Hilltown Cooperative Charter Public School**  
**Personnel Committee Minutes – Monday, March 2, 2015**

**Present: Dan Klatz, Sam Charron, Rebecca Belcher-Timme, Annie Levine**

**Regrets: Jessica Berrien**

Topic	Discussion	Action (if necessary)
Kids Club	Review of written proposal	Send to board for review
Prep Time	<p>Survey Review</p> <p>We reviewed the break time/prep time survey and are making recommendations regarding the results.</p> <p>Is it possible to establish prep time minimums?</p> <p>About 5 hours a week (8:00-8:15 and 3:15-4:00 with a slight variation on Wednesdays) is a given for many teachers</p> <p>2 music classes and 1 PE class each week</p> <p>A few recess times a week</p> <p>Prep time minimums can be waived</p>	<p>Break time guidelines will be written to reflect that lunch breaks will start no earlier than 11:30 and no later than 1:00.</p> <p>This committee is asking Dan and Amy to communicate with all employees regarding break time.</p> <p>Dan will go back and look at old handbooks that established the 8:00-4:00 work day</p>
Bonus Money?	<p>Possibility of money in the budget for staff bonuses (there were no raises this year)</p> <p>How is money distributed?</p> <p>Will depend on amount</p> <p>Full time vs Part time should be considered</p>	Gather information about TAs, Teachers, Administrators FTEs
Next Meeting Dates for 2015	March 23, April 27, May 18	

## HCCPS Board of Trustee Interest Form

Date: 1/26/15

Charles Wiemeyer  
555 Coles Meadow Road  
Northampton, MA 01060

Phone: 413-559-9660  
Email: cwdcinc@me.com

### Employment:

\_\_\_\_\_ I have been self employed since 1992 as the owner and operator of a specialty fabrication shop. I have also been involved in real estate development.

### Connection to HCCPS:

My wife and I currently have two children enrolled at HCCPS.

### Interest in HCCPS:

\_\_\_\_\_ I like the model of parent and community participation in children's education.

### Interest to serve on the BOT:

\_\_\_\_\_ I have served on the site committee for three plus years and have been a part of the school community for six years. I would like to be a part of addressing and improving some of the challenges the school is facing while they move forward and grow into their new space. I think there is a great opportunity during this transitional time to put in place some policies and guidelines to assist the school community to become more successful in supporting a learning environment that ensures that all students have a classroom environment that is productive, peaceful and safe.

### Skills I hope to bring to HCCPS ( as listed):

\_\_\_\_\_ I have extensive experience with real estate development. I am also a good problem solver and can often see solutions to challenges in a creative, efficient, affordable way.

**Earliest involvement to serve on HCCPS:**

\_\_\_\_\_ I am available as soon as needed.

**Committees of interest:**

BoT Finance, BoT personnel, BoT Site and BoT Governance.

**Consensus process for decision- making:**

\_\_\_\_\_ I have experience with consensus decision from committees I served on at Washington University and as a board member of the Northampton Soccer Club.

**Board experience:**

\_\_\_\_\_ I have served on the site committee for several years at HCCPS. I am currently on the board for the Northampton Soccer Club and several committees through out my graduate program and as an instructor at Washington University.

**Conclusion:**

\_\_\_\_\_ I feel that HCCPS is in a unique time of growth not only of the school's increase of enrollment and new location but the future direction and policies that will allow the program to be successful int the future, I would like to be a contributing member toward that goal.

\_\_\_\_\_

—

## HCCPS Board of Trustees Interest Form

Date: \_\_11/17/14

Your Name: \_\_Stephen Hoyt\_\_

Address: 28 Pleasant View Dr. Hatfield, MA 01038

Best phone number: \_\_\_\_\_413.923.8321

Best email: \_\_shoyt1@gmail.com

### How did you hear about and connect with HCCPS?

My children, Lucy (Yellows) and Cal (Greens) have been attending the school since Kindergarten. My wife, Molly, has worked at the school from 2012-2014 in various capacities. Local families that have had exceptional experiences at Hilltown brought the school to our attention.

### What interests you most about the school or about education in general?

As children with a conventional elementary public school education, Molly and I were seeking an environment where there was a progressive and collaborative mission. The Hilltown environment is truly a collaborative educational experience that has already broadened our children's horizons. The positive impact of the environment and the commitment of the faculty, staff and parents is infectious and we are already seeing positive results.

Since my elementary and middle school experiences I have always been interested in the educational process. Being married to a teacher with a masters in Education has been a huge influence on my perspectives related to education. I have learned various different models in education and have watched Molly's commitment to more progressive curriculum during her time as a classroom teacher. This inspired me and opened my eyes to the charter school model and encouraged me to explore it more thoroughly.

Hilltown focuses on the core tenets that we feel are critical to the educational process: students, faculty, staff and parents are all committed to a common goal. This creates a comfortable learning environment where all students are able to pursue their optimal educational path.

### Why are you interested in serving on this board ?

I am interested in serving on this board because I want to contribute more to the school utilizing the professional skill set that I have developed. I would love to be able to spend more time at the school during regular school hours but my professional schedule does not allow for it right now. That said, there are several ways that I feel I can contribute to the school outside of its day-to-day operation. After talking with a few other board members it seems like this a perfect avenue to volunteer my time.

What skills do you hope to bring to the organization (please check any and explain below)?

<input type="checkbox"/> Finance	<input type="checkbox"/> Writing/editing	<input type="checkbox"/> Public Relations
<input type="checkbox"/> Real Estate	<input type="checkbox"/> Development	<input type="checkbox"/> Community Building
<input type="checkbox"/> Leadership	<input type="checkbox"/> Volunteering	<input type="checkbox"/> Creativity
<input type="checkbox"/> Non-profit experience	<input type="checkbox"/> Commitment to school	<input type="checkbox"/> Charter school policy
<input type="checkbox"/> Education	<input type="checkbox"/> Law	<input type="checkbox"/> Corporate
		<input type="checkbox"/> other

Skills: Leadership, Development, Commitment to the School, Community Building, Corporate

When is the earliest you would be available to serve?

I would be able to get started whenever a role is available.

If there is no space available on the Board of Trustees, are you interested in serving on a committee or in another way?

- Yes
- No

Which committees or groups most interest you? Please check as many as you like.

- BoT Finance
- BoT Personnel

- |  |
|--|
| <input type="checkbox"/> BoT Site                              |
| <input type="checkbox"/> BoT Governance / Board Sustainability |

- |   |
|---|
| <input type="checkbox"/> Friends of Hilltown (501-c-3 fundraising organization) |
|---|

Choices: Site, Governance, Friends of Hilltown

The HCCPS Board uses consensus process for decision-making. Are you familiar or experienced with consensus process? If yes, please tell us where you have used it before. If not, do you think you'd be open to learning and using it?

Yes, in my professional work we often employ consensus decision-making. I am also open to experiencing it being used in another environment as well as I am sure I can learn more about it.

**Please tell us about your prior Board experience?**

I have not served on a Board of Trustees before but I have been active with committee work related to my alma mater, and our charitable organization at work.

- Alumni Giving, Class Correspondent, Reunion Committee Member : Williston Northampton School
- Committee Member, Golf Tournament Fundraising Lead: HOPE, A.W. Hastings Charitable Arm, 501 c3
- Committee Member, Secretary: TEAM, A.W. Hastings Employee Organization, 501 c3

**Is there anything else you think we should know?**

I am eager to participate and am willing to take on a role outside of my previous experiences. I'd be happy to discuss in more detail the available opportunities to see if there is a skill set I could contribute.

*Thank you very much for your time and interest.*

## **GABS Report February 23, 2015**

### **New GABS Committee member**

Amy Reesman, Hilltown parent, has joined GABS and attended the February meeting. Welcome Amy!

### **GABS Meeting date change**

The March meeting date has been changed to Wednesday, March 18th. As BOT clerk, Penny will send the required state and local notices about the date change.

### **Recruitment**

Recruitment continues and is going relatively well, including the aforementioned addition of Amy Reesman to GABS. Two more parents, both of whom are on the On-Site committee, have sent in their interest letters and have attended BOT meetings. GABS will contact them about the process of coming up for a vote at the May 13th Annual Meeting, and ratification at a subsequent (likely May) BOT meeting if voted in by the Hilltown Community.

It was discussed that while there are times when a BOT member may join the Board provisionally before the Annual Meeting vote, ideally the addition of new BOT members should come after being voted-in at the Annual Meeting.

GABS will, at a later date, work on an updated document about the procedures and guidelines for BOT and Committee recruitment.

### **May 2015 BOT meeting date**

Currently, the Annual meeting and the May BOT meeting are both slated for May 13th. At the March BOT meeting GABS will inquire about rescheduling the May BOT meeting.

### **Documentation and housekeeping**

As part of recruitment efforts and for clarity regarding which BOT slots will open and when, GABS will work on updating the Board terms document to reflect the most current BOT members and their term dates and get that document to the BOT and in the Board books.

### **Updating Board and Officer Job Descriptions - to be done over several months**

We began creating a new document for the Clerk job description. As the clerk job description includes very specific procedures related to both external (Mass state) and internal HCCPS

reporting requirements, this job description may take a little more time to complete for bringing to the BOT as a proposal to be approved. At this February meeting GABS came up with the idea of a clerk job description in two parts: Main Goals and Duties/Recommended Procedures (see below.) Before the next GABS meeting, GABS members will edit the wording on the Main Duties section, if needed, and individually work on fleshing-out the the specific procedures and reporting duties under each category of Duties/Recommended Procedures. The plan is to finish the clerk job description over the next couple of months and propose it for approval at the April BOT meeting.

## **Clerk Job Description**

### Main Goals

1. To ensure that the Board of Trustees (BOT) is in compliance with all applicable Massachusetts reporting requirements.
2. To ensure all BOT documents (policies, minutes, records, etc.) are kept up-to-date and accessible to the HCCPS community.
3. To ensure that all required BOT correspondence within the HCCPS community is completed in a timely manner.

### Categories for Duties/Recommended Procedures

New Board Member(s)

Board Books

September State Reporting Requirements

Annual Meeting

Before Board Meeting

After Board Meeting

BOT & Committee Meeting Changes

Board Membership Record Keeping

# Finance Committee Meeting



**Attendees:** Amy Aaron, Deb Jacobson, Maureen Mahar, David Starr and Scott Remick

*February 27<sup>th</sup> 2015, 8:20am - 9:20am*

## AGENDA

---

1. Review draft 2015/2016 Budget
2. Discuss Bonus possibilities and structures

## MINUTES

- **Review draft 2015/2016 Budget**
  - FC members reviewed the draft budget, comparing to FY 15 numbers (revised)
  - Assumptions
    - 207 students
    - 2 new Prism teachers
    - 3% increase in health insurance
    - PPE is consistent to what we are currently receiving
  - Income
    - Special Field Trip is higher because of the DC trip fund raising (every other year).
    - We are hoping that general Fundraising line is conservative.
  - Expenses
    - TA expenses slightly lower based on potentially having Smith graduate fellows in place of outgoing TA's. Changes realized via attrition only.
    - Two teachers are close to obtaining their masters which will impact costs if they finish this summer.
    - Tech coordinator looks higher, but last year this line was shared with the teachers' line.
    - Cleaning services will likely go up.
    - Heat will be lower for next year, partly because of new efficient boiler, but also we are lower than expected for FY 15.
    - Solar panels should deter any cost increase in electricity for next year. This will reduce costs from 17 cents an hour to 10.5 cents an hour. We are not reducing this expense line just yet, need to see how the solar panels impact cost before updating.
    - Rent will be higher mainly because we only paid for part of the year in FY 15.
    - Increased plowing to \$7,000 from \$5,000. We have already overspent this year.
    - Ed Supplies up, more kids.
    - Special field trip costs (DC) is higher - larger class size, etc.
  - Summary
    - The draft budget renders a negative \$25k bottom line, but no major concerns at this time as the budget will be fine-tuned over the coming months.
- **End of Bonuses -Possible Approaches**
  - Discussed options, and we will continue the discussion next meeting. All funds dependent.
- **Next Steps/Meeting April 3, 8:20**
  - Agenda Items for next meeting: Review draft 2015/2016 budget
  - Bonus discussions

## Hilltown Cooperative Charter Public School On Site Committee Meeting Minutes – Tuesday, March 3, 2015

**Present:** Laura, Charles, Steve H, Paul, Mike, Amy

**Regrets:** Louise, Steve S, Tom S

**Facilitator:** Laura

**Note-taker:** Amy

Topic	Discussion	Action(if necessary)
Jan and Feb 2015 Minutes		Approved by consensus (Mike motions/Paul seconds)
Updates	<p>HVAC Upgrades and Repairs – over Feb. vacation a new Viessman boiler was installed for 6-8th wing and all is toasty; a zone damper installed in back hall for nurse’s office, development, reading and back hall and these areas are much improved; a heater was installed in elevator and in elevator mechanical room; a thermostat was relocated from hall to Blues room. Generally it seems like our most pressing HVAC issues are slowly but surely being addressed.</p> <p>Acoustics-should we do more in All School or K-5 classrooms first? Committee favored proceeding ASAP with acoustic treatment for All-School ceiling.</p> <p>Folding room dividers (panels or accordion style) – we have received two cost estimates and will go to local installations to check out the products. It is most likely this will be installed over the summer. The purpose is to allow two user groups at the same time in the All School, so sound blocking is important. We favor adding a new doorway from the hall to the All School space so that, when divider is in use, there are separate entries to the two spaces.</p> <p>Solar Panels - Many questions regarding PPA proposal. Would it be better to wait and buy the system ourselves to gain maximum benefit over the long haul? Committee members raised numerous questions about the contract that was presented; Amy will research answers, with help from Tom Rossmassler. Tom has referred us to a knowledgeable</p>	<p>Plumber still needs to program the K-5 end boiler for radiant system</p> <p>Amy will check with K-5 teachers regarding the acoustics in those classrooms.</p> <p>Amy to follow up on questions regarding solar installation with Tom R and with solar company.</p> <p>Committee members are encouraged to carefully read the solar contract and e-mail Amy with any questions or concerns.</p>

	vendor who can review contract also on our behalf.	
Capital Needs Expenses	Committee briefly reviewed the updated priority list and associated costs for our desired capital improvements- some items are required for program expansion and will therefore have top priority.	
Spring Outdoor Plans	Much discussion about swings, sand boxes and fences. Our priority is swings. We need to match location with style of swing, as there are several options. Laura will e-mail swing sample photos to Committee members. We will discuss more in April.	
Manual Work	Brought in and hung additional art display panels that Charles had fabricated. No time for any other work tasks	
Next Meeting	<b>April 7, 2015 at 6 PM</b>	



HILLTOWN COOPERATIVE  
CHARTER PUBLIC SCHOOL

**Domain Coordinators Report to the Board of Trustees  
March, 2015**

1. The Big News of the month is our official unqualified charter renewal
2. Despite the frequent interruptions that occurred in the months of January and February, teachers were able to work on several initiatives. K-5 teachers are looking at some specific areas of the Language Arts Curriculum with an eye towards implementing some changes next year. 6<sup>th</sup>-8<sup>th</sup> grade teachers are planning for the expanded size of the Prisms next year. Among several areas we are addressing is a more closely shared schedule for the Purples and Prisms. This has many implications and we will be working on these throughout the spring.
3. Over February break our building owners installed a new state-of-the-boiler in the 6-8th grade wing; a functional heating system for the back hall and nurse's office, and a heater for the elevator and elevator mechanical room. Today we sprang a few leaks from ice dams and, since the leaks are coming through ceiling penetrations for light fixtures and sprinklers the owners sent out a crew to clear the roof. What a difference a responsive landlord makes!
4. As one part of its accountability system, the Department of Elementary and Secondary Education oversees compliance with education requirements through the Coordinated Program Review (CPR). All reviews cover selected requirements in the following areas: Special Education (SE); Civil Rights Methods of Administration and Other General Education Requirements (CR); and English Learner Education (ELE). Over the next several months, we will be conducted the self-study portion of our review. Then next year, a team will come and conduct the formal review. This is a very labor intensive and important process. We will keep you updated on the process over the coming 12 months.
5. Enrollment for next year is proceeding smoothly. We will be submitting our pre-enrollment next week and will build in some flexibility to cover any spring/summer surprises.

DOMAIN COUNCIL MEETING  
MINUTES  
02.13.15

Attending: Susannah Howe, Dan Klatz, Kipp Armstrong, Amy Aaron, Deirdre Arthen,

8:30am – Meeting began

The initial focus of today's meeting was to formalize the agenda for the March 2015 BOT meeting.

We spent some time discussing Susanna's idea that she would like to add a topic of the month on the agenda. Topics might include Board of Trustees involve education domain, and other items which might not require decision, but which would greatly benefit from board members weighing in.

We also reviewed an initial draft of the budget for FY 16 this led to a discussion of needs that are not reflected in this version of the budget. Some of these needs identified include the facilities management person, increased cost of prisons expansion, special education, increased administrative support, and transportation.

Finally we scheduled the remaining Domain Council meetings for the rest of this school year.

9:45am – Meeting ended

Respectfully Submitted,  
Kipp Armstrong

\* Laura Baker  
~~to the HCCPS BOT for approval~~

That the HCCPS BOT authorizes the Administrative Coordinator to take any such actions necessary to ensure provision of electricity to the school on terms that that ~~she deems~~ are most beneficial to the school, up to and including entering into a 20-year contract with a solar energy provider.

they deem

**APPROVED**  
3/11/2015

***Solar Energy Power Purchase Agreement***  
***SUMMARY OF PPA PROVISIONS***

1. SELLER: SolarSense MA II LLC (“Seller”)
2. SELLER’S ADDRESS: c/o SolarSense LLC (“Developer”)  
1055 Westlakes Dr.  
Suite #410  
Berwyn, PA 19312
3. BUYER: Hilltown Cooperative Charter Public School,  
HCCPS, (“Buyer”)
4. BUYER’S ADDRESS: 1 Industrial Parkway  
Easthampton, MA 01027
5. PROPERTY: Certain property owned by Buyer’s Landlord who is  
the lawful owner of the Property (“Landlord”) at  
Buyer’s Address
6. SOLAR ENERGY SYSTEM: See Exhibit A
7. COMMENCEMENT DATE: Commercial Operation Date (as defined herein)  
certified by Seller.
8. INITIAL TERM: Twenty (20) years.
9. EXTENSION TERMS: Extension for up to two (2) Extension Terms of five  
(5) years each, unless Buyer or Seller delivers  
written notice of its intention not to extend the Term  
at least one hundred eighty (180) days prior to the  
expiration of the then-current Term.
10. ENERGY PURCHASE: 100% of the Energy Output during the Initial Term  
and Extension Terms.
11. ENERGY PAYMENT RATE: See Exhibit C.
12. BUYER PURCHASE OPTION: Expiration of the Initial Term or at the expiration of  
any applicable Extension Term, or upon Event of  
Default by Seller.
13. RISK OF SYSTEM LOSS: Seller bears the risk of loss with respect to the  
System, unless such loss is caused by the acts or  
omissions of Buyer, its agents, employees,  
contractors, tenants, licensees or invitees.

14. BUYER INSURANCE  
COVERAGE:

Commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence.

Worker's compensation in compliance with Applicable Law.

Insurance against any System Loss, including business interruption insurance, in an amount not less than the full System Loss Amount with loss payable to Seller.

15. MAINTENANCE:

Seller shall maintain the System at its sole cost and expense, except as otherwise set forth herein or in the Lease.

Note – the information above is meant as an information summary only. In the event of any conflict between this Summary of PPA Provisions above and the body of the PPA herein below, the provisions contained in the body of the PPA shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## SOLAR ENERGY POWER PURCHASE AGREEMENT

THIS SOLAR ENERGY POWER PURCHASE AGREEMENT (the “PPA”) is made and entered into as of this \_\_\_\_th Day of March, 2015 (the “Effective Date”), by and between SOLARSENSE MA II LLC, a Delaware limited liability company (“Seller”) and HILLTOWN COOPERATIVE CHARTER PUBLIC SCHOOL, also known as HCCPS, a Massachusetts Public Charter School (“Buyer”). Seller and Buyer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

### WITNESSETH

A. Concurrently herewith, Seller is entering into a certain Solar Facilities Sub-Lease (the “Lease”), pursuant to which Landlord leases a portion of Landlord’s property to Seller located at certain premises detailed on Exhibit A of the Lease (the “Property”).

B. Seller intends to install, finance, own and operate a solar energy facility (the “System”), as more particularly defined in Exhibit A attached hereto.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy Output generated by the System during the Term in accordance with the terms and conditions of this PPA.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

### ARTICLE I DEFINED TERMS; RULES OF INTERPRETATION

#### I.1 Defined Terms

. Capitalized terms used in this PPA, which are not otherwise defined herein, shall have the meanings ascribed to them in the Schedule of Definitions and Rules of Interpretation attached hereto as Exhibit B (the “Schedule of Definitions and Rules of Interpretation”) and made an integral part of this PPA by this reference.

#### I.2 Rules of Interpretation

. The rules of interpretation in the Schedule of Definitions and Rules of Interpretation shall apply to this PPA.

### ARTICLE II TERM

#### II.1 Term

.

(a) The initial term of this PPA (the “Initial Term”) shall commence on the Effective Date and shall end at 11:59 p.m. eastern time on the twentieth (20th) anniversary of the Commercial Operation Date, provided, however, if the Commercial Operation Date is not the first day of a calendar month, then the Initial Term shall end at 11:59 p.m. eastern time on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date occurs.

(b) The Term shall be automatically extended for up to two (2) consecutive periods of five (5) years each (each, an “Extension Term”), with each such Extension Term expiring at 11:59 p.m. eastern time on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the preceding Term, unless either Party delivers written notice of its intention not to extend the Term at least one hundred eighty (180) days prior to the end of the then-current Term.

## II.2 Conditions Precedent

The respective rights and obligations of the Parties under this PPA are expressly conditioned upon the prior satisfaction in full (or written waiver by the other Party) of all of the following conditions:

- a) Landlord and Seller shall have duly executed and delivered the Lease;
- b) Seller shall have entered into an interconnection agreement with the local electric utility and delivered a copy of the same to Landlord;
- c) Landlord’s roof shall have been certified to be structurally sound for the installation and operation of the System by a licensed structural engineer selected and paid for by the Seller in its sole discretion;
- d) Seller shall have entered into all applicable contracts required for the System to be placed in service;
- e) Seller shall have obtained all necessary permits, licenses and other approvals required by Applicable Law for the installation and operation of the System at the Property;
- f) Seller shall have obtained an SREC incentive agreement for Massachusetts SREC Incentives applicable for the System; and
- g) Seller shall have obtained financing in an amount and from a source that is acceptable to Seller in its sole discretion.

If the conditions precedent above are not satisfied by July 31, 2015, then Buyer or Seller may terminate this PPA upon written notice without penalty and without triggering the default provisions of Article 9 or incurring any liability under this PPA whatsoever.

## II.3 Notice of Commercial Operation

. Seller shall notify Buyer when the System is capable of Commercial Operation and, in such notice, Seller shall certify to Buyer the Commercial Operation Date. If the Commercial Operation Date does not occur on or before March 31, 2016, then Buyer or Seller may terminate this PPA upon written notice without penalty and without triggering the default provisions of Article 9 or incurring any liability under this PPA whatsoever.

#### II.4 Removal of System at End of Term

Except as otherwise provided herein, Seller shall be entitled, within sixty (60) days following the end of the Term (subject to delays caused by Buyer and/or Force Majeure), and at Seller's sole cost and expense, to remove the System from the Property. Seller and its agents, consultants, contractors and representatives shall have access at all reasonable times to the Property and the System for purposes of such removal. Seller is responsible to repair any and all damage caused by the removal of the System. The terms of this Section shall survive the expiration or earlier termination of this PPA.

#### II.5 Survival

Effective as of any termination of this PPA, the Parties will no longer be bound by the terms and conditions of this PPA, except: (a) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations, arising under this PPA prior to termination of this PPA; (b) any provisions which expressly survive the expiration or earlier termination of this PPA; and (c) that the obligations of the Parties under this PPA with respect to indemnification shall survive the termination of this PPA and shall continue (but only with respect to claims for indemnification based upon events or circumstances occurring or arising on or before the termination of this PPA) for a period of two (2) years following any termination of this PPA.

### ARTICLE III PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

#### III.1 Purchase and Sale of Energy

. Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Seller shall make available to Buyer, and Buyer shall take delivery of, at the Delivery Point, all of the Energy produced by the System. Neither Party shall seek to change any of the rates or terms of this PPA by making a filing or application with any local, state or federal agency with jurisdiction over such rates or terms, or exercise any rights a Party may have, if any, to seek changes to such rates or terms during the Term of this PPA; it being acknowledged that the rates and terms contained herein have been negotiated by the Parties in an arms' length transaction and the Parties hereby waive any rights under Applicable Law to change any of the rates or terms of this PPA.

#### III.2 Price for Energy Output

Buyer shall pay Seller for the Energy Output, as metered at the Metering Device, at the applicable Energy Payment Rate as set forth on Exhibit C. The payment to be made by Buyer to

Seller shall equal the Energy Output for the relevant period multiplied by the Energy Payment Rate for such period.

### III.3 Test Energy

Prior to the Commercial Operation Date, Seller shall make available to Buyer, and Buyer shall take delivery of, at the Delivery Point, any Test Energy produced by the System. Buyer shall pay Seller for the Test Energy at a rate equal to 100 percent (100 %) of the Energy Payment Rate that would otherwise be applicable on the Commercial Operation Date.

### III.4 Title and Risk of Loss of Energy Output

Subject to Seller's right to resell any excess electricity, title to and risk of loss of the Energy Output will pass from Seller to Buyer at the Delivery Point. As between the Parties, Seller shall be deemed to be in exclusive control of all Energy prior to delivery to the Delivery Point, and Buyer shall be deemed to be in exclusive control of all Energy at and from the Delivery Point. Seller warrants that it will deliver the Energy to Buyer at the Delivery Point free and clear of all liens, security interests, claims, and other encumbrances.

### III.5 Governmental Charges

(a) Buyer shall be responsible for and shall pay all Governmental Charges imposed by all governmental authorities in connection with or relating to the delivery and sale of Energy Output by Seller to Buyer, whether imposed before, upon or after the delivery of Energy Output to Buyer at the Delivery Point

(b) Both Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental Charges. In the event the sale of Energy Output hereunder is to be exempted from, or not subject to, one or more Governmental Charges, promptly upon Seller's request therefore, Buyer shall provide Seller with all necessary documentation to evidence such exemption or exclusion.

III.6 Resale of Excess Energy. Notwithstanding anything to the contrary contained herein, in the event that the Energy Output delivered by Seller to Buyer at the Delivery Point exceeds Buyer's need for electricity, Seller shall have the right to resell any excess Energy Output to the local utility company or any third party, provided that any sales of excess Energy Output shall be made in accordance with all Applicable Laws and Buyer shall have no responsibility to pay any Governmental Charges or other amounts attributed to the Resale of Excess Energy.

## ARTICLE IV ENVIRONMENTAL ATTRIBUTES

### IV.1 Title to Environmental Attributes

. Notwithstanding the purchase and sale of Energy Output pursuant to Section 3.1 or any other provision contained herein, all Environmental Attributes relating to the System and/or the Energy Output shall remain the property of Seller. Seller shall have all right, title, and interest in and to any and all Environmental Attributes that relate to the Energy Output, and Buyer shall have no right, title or interest in or to any such Environmental Attributes.

#### IV.2 Reporting of Ownership of Environmental Attributes

. Buyer shall not report to any Person that any Environmental Attributes relating to the System and/or the Energy Output belong to any Person other than Seller.

### ARTICLE V INSTALLATION OF THE SYSTEM

#### V.1 Installation

. Subject to Section 5.2, Seller will cause the System to be installed substantially in accordance with the terms of this PPA and the Lease. Landlord shall have the right to review and approve all installation plans in its reasonable discretion. Seller shall procure all materials and equipment for the installation of the System and maintain the same at the Property and/or any staging area designated therefore pursuant to the terms of the Lease. Subject to the terms of the Lease, Seller shall use commercially reasonable efforts to perform the installation of the System in a manner that minimizes inconvenience to and interference with Buyer. Notwithstanding the foregoing, in the event that Seller determines, in its sole discretion, that it is unable to install or interconnect the System at the Property, it shall be under no obligation to do so, and this PPA shall terminate and be of no further force or effect upon written notice from Seller to Buyer to that effect.

Seller will install the system in good workmanlike manner and in compliance with the Commonwealth of Massachusetts Building Code, any other Applicable Law and regulations, including regulations promulgated by the Department of Public Utilities or the Department of Energy Resources, and policies and tariffs issued by the public utility company serving the Property. To the extent required by Applicable Law, all work will be performed by individuals duly licensed and authorized by law to perform said work. Standard components and mounting hardware will conform to the Uniform Building Code and the Commonwealth of Massachusetts Building Code. AC & DC disconnects will be installed pursuant to National Electric Code (“NEC”) and utility requirements. Wiring, conduit and over-current protection will comply with NEC specifications. The installation process shall be deemed completed when all solar panels are properly mounted and all electrical connections are complete and tested. Seller will remove any debris resulting from the installation and leave the premises in broom-clean or better condition.

#### V.2 Utility Approvals

. Seller shall be responsible for, and bear all costs associated with, applying for and obtaining all permits, licenses and approvals required for the installation, operation, and

maintenance of the System. Notwithstanding the foregoing and provided Seller pays any costs, including reasonable attorneys' fees associated therewith, Buyer agrees to assist Seller in obtaining all necessary permits, licenses and approvals in connection with the installation, operation and maintenance of the System, including, but not limited to, the submission of applications for interconnection of the System with the local electric utility and applications for the resale of excess Energy Output to the local utility. Buyer shall not make any material changes to its electrical equipment at the Property after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection. Should the local electric utility (i) fail to approve the interconnection of the System with respect to the Property, or (ii) require equipment in addition to the equipment set forth in Exhibit A in connection with the Property, Seller may terminate this PPA upon written notice to Buyer. The Parties shall not be obligated to proceed with the installation of the System and either party may terminate this PPA if the applicable utility or inspector approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades.

### V.3 Energy Delivery

. The "Commercial Operation Date" shall be the date that Seller has given written notice to Buyer that the delivery of Energy has commenced (other than the Test Energy), provided that Buyer is under no obligation to accept Energy delivered to the Property unless and until the following have occurred:

(a) Seller shall have obtained a certificate of final completion for the installation of the System from the local public utility serving the Premises;

(b) Seller shall have certified to Buyer that the System is complete and available for Commercial Operation; and

(c) all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System shall have been obtained and are in full force and effect.

Notwithstanding anything to contrary contained herein, Seller shall not have any liability to Buyer or any other party for delays to the Commercial Operation Date.

### V.4 Buyer Cooperation and Responsibilities

. Buyer shall cooperate with Seller and any third parties with whom Seller contracts by providing access to the Property during working hours without unreasonable restrictions. Buyer shall cooperate with Seller in obtaining and maintaining all permits and licenses required for Commercial Operations as further described in Section 5.2.

## ARTICLE VI OWNERSHIP; MAINTENANCE OF SYSTEM

### VI.1 Ownership of System by Seller

. Seller shall own the System, and shall be entitled to own, claim and retain any and all Federal, state, or local tax benefits (including, without limitation, any claim for depreciation of the System) associated with the ownership of the System, including any federal income tax credits or grants, as well as any and all state or local incentives for the installation of solar energy facilities or the production of electricity from renewable energy sources.

### VI.2 Lease of Property

. Pursuant to the terms and conditions of the Lease, which the Buyer is not a party to, the Parties acknowledge and agree that Seller is leasing from the Landlord the portion of the Property upon which the System is located.

### VI.3 Maintenance of System by Seller

(a) Seller shall maintain the System in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturer's instructions and specifications, all Applicable Law, and the terms of this PPA.

(b) Seller and its agents, consultants, contractors and representatives shall have access at all times (including under emergency conditions) to the Property and the System, all System operations, and any documents, materials and records and accounts relating thereto for purposes of inspection and maintenance of the System. During any inspection or maintenance of the System, Seller, and its agents, consultants, contractors and representatives shall use commercially reasonable efforts to conduct such inspection and maintenance in such a manner as to cause minimum interference with Buyer's activities.

6.4 Emergencies. In cases of emergency in which Buyer determines that the continued operation of the System presents an imminent threat requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services, the Parties agree that Buyer or Landlord may disconnect the System from the Premises prior to notification of Seller. If Buyer or Landlord disconnects the System pursuant to this provision, Buyer or Landlord will notify Seller within one (1) Business Day after the System is disconnected. The Parties agree that only Seller or an agent designated by Seller will be authorized to reconnect the System after the System is disconnected by Buyer or Landlord pursuant to this emergency Article.

## ARTICLE VII METERING DEVICE AND METERING

### VII.1 Metering Equipment

. Seller shall, at its sole cost and expense, provide, install, own, operate and maintain a Metering Device at the Property in a location mutually acceptable to Seller and Landlord.

### VII.2 Measurements

Readings of the Metering Device shall be conclusive as to the amount of Energy Output; provided that if the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 7.3, or registers inaccurately, measurement of Energy Output shall be determined in accordance with the following procedure: (a) by estimating by reference to quantities measured during periods of similar conditions when the Metering Device was registering accurately; and (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 7.3 was equal to (i) the actual period during which inaccurate measurements were made if the period of inaccuracy can be determined; or (ii) one-half of the period from the date of the last previous test of such Metering Device through the date of the adjustments if the period of inaccuracy cannot be determined, provided, however, that, in the case of clause (ii), the period covered by the correction shall not exceed six months.

### VII.3 Testing and Correction

(a) Meter Testing. Seller will have the Metering Device tested every five (5) years at Seller's expense by a certified, independent, third party electrical inspector to determine if the Metering Device is in compliance with industry standard tolerance allowances for electric meters, as such are defined by the Massachusetts Department of Public Utilities. Buyer shall be allowed to observe the Metering Device test, and Seller shall provide notice of the testing to the Buyer at least five (5) Business Days prior to the test date. Seller shall provide signed copies of the results of the Metering Device test to the Buyer.

(b) Buyer's Right to Conduct Tests. Each Party and its consultants and representatives shall have the right to witness any Metering Device test to verify the accuracy of the measurements and recordings of the Metering Device. In the event Buyer adequately demonstrates, in Seller's discretion not to be unreasonably withheld, that good cause exists to test the Metering Device to determine if it is in compliance with industry standard tolerance allowances for electric meters, as such are defined by the Massachusetts Department of Public Utilities, Seller shall cause the performance of a test of the Metering Device by an independent inspector. Seller shall provide at least ten (10) calendar days' prior written notice to Buyer of the date upon which any such test is to occur. Seller shall prepare a written report setting forth the results of each such test, and shall, at the request of Buyer, provide Buyer with copies of such written report not later than thirty (30) calendar days after completion of such test. Buyer shall bear the cost of the testing of the Metering Device and the preparation of the Metering Device test reports in accordance with this section.

(c) Standard of Metering Device Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding whether the Metering Device is in compliance with industry standard tolerance allowances for electric meters, as such are defined by the Massachusetts Department of Public Utilities:

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

(ii) Seller shall, within ten (10) Business Days after receiving such notice from Buyer or issuing such notice to Buyer, advise Buyer in writing as to Seller's position concerning the accuracy of such Metering Device and Seller's reasons for taking such position.

(iii) If the Parties are unable to resolve the dispute through reasonable, good faith negotiations within thirty (30) days after the initial notice of dispute was given by either Party, then either Party may request a test of the Metering Device by a certified, independent, third party electrical inspector.

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

(v) If the Metering Device is found to be inaccurate by more than two percent (2%) by the inspector or if such Metering Device is for any reason out of service or fails to register, then (a) Seller shall promptly cause any Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy or replace said Metering Device, and (b) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 7.2. If, as a result of such adjustment, the quantity of Energy Output for any period is decreased (such quantity, the "Energy Deficiency Quantity"), Seller shall reimburse Buyer for the amount paid by Buyer in consideration for the Energy Deficiency Quantity. If, as a result of such adjustment, the quantity of Energy Output for any period is increased (such quantity, the "Energy Surplus Quantity"), Buyer shall pay for the Energy Surplus Quantity at the Energy Payment Rate applicable during the applicable Contract Year.

## ARTICLE VIII

### LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; INSURANCE; FORCE MAJEURE

#### VIII.1 System Loss

(a) Seller shall bear the risk of any System Loss.

(b) In the event of any System Loss that, in the reasonable judgment of Seller, results in less than total damage, destruction or loss of the System, this PPA will remain in full force and effect and Seller has the option, at Seller's absolute and sole discretion and sole cost and expense, to repair or replace the System. Seller shall, within thirty (30) Business Days following the occurrence of such System Loss, notify Buyer whether Seller is willing, notwithstanding such System Loss, to repair or replace the System. In the event that Seller notifies Buyer that Seller is not willing to repair or replace the System, this PPA will terminate automatically effective upon the delivery of such notice. Seller shall be entitled to all proceeds of insurance with respect to the System.

(c) In the event of any System Loss that, in the reasonable judgment of Seller, results in total damage, destruction or loss of the System, Seller shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Buyer whether Seller is willing, notwithstanding such System Loss, to repair or replace the System. In the event that Seller notifies Buyer that Seller is willing to repair or replace the System, this PPA will remain in full force and effect and Seller has the option, at Seller's absolute and sole discretion and sole cost and expense, to repair or replace the System. In the event that Seller notifies Buyer that Seller is not willing to repair or replace the System, this PPA will terminate automatically effective upon the delivery of such notice, and Seller shall be entitled to all proceeds of insurance with respect to the System as provided in subsection (b) above.

## VIII.2 Insurance

(a) Each Party shall, at its own cost and expense, maintain commercial general liability insurance with limits of not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 "All Risk" hazard insurance for damage or destruction to Property in any one occurrence. Each Party shall name and endorse the other Party as an additional insured in each such policy. For the avoidance of doubt, Seller's property insurance shall cover the System and the Premises leased by Seller and Landlord's property insurance shall cover the real property upon which the System is located.

(b) Seller shall provide and maintain insurance against any System Loss, including business interruption insurance, in an amount not less than the System Loss Amount, with loss payable to Seller. The period covered by the business interruption insurance shall not be less than twelve (12) months. Each policy shall waive the insurer's right of subrogation. Any such policies of insurance shall expressly provide that said insurance shall not be invalidated by any act, omission or neglect and cannot be canceled or modified without thirty (30) days' prior written notice. As to each such policy, Buyer and Seller shall furnish to each other a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section 8.2.

(c) The provisions of this PPA shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

(d) Each Party hereto waives any cause of action it might have against the other Party on account of any loss or damage that is insured against under any insurance policy (or should have been insured against pursuant to the terms and conditions of this PPA or the Lease) that covers the Property or the personal property, the leasehold improvements or business thereon. Each Party hereto agrees that it will request its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other Party. ■

## VIII.3 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 PPA and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this PPA (provided, however, in no event shall any Force Majeure event affect either Party’s obligation to make payments then due or becoming due). The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations as soon as commercially practicable; 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.

## ARTICLE IX EVENTS OF DEFAULT; REMEDIES

### IX.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 PPA;
- (b) the failure to perform any material covenant or obligation set forth in this PPA if such failure is not remedied within thirty (30) days after receipt of written notice (or such longer period so long as the Defaulting Party commences to cure within such thirty (30) day period and diligently pursues the same to completion);
- (c) such Party becomes Bankrupt;
- (d) such Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within ten (10) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party;

### IX.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 limiting the rights or remedies available to the Non-Defaulting Party under this PPA or Applicable Law, have the right:

- (a) by notice to the Defaulting Party, to designate a date, not earlier than the date such notice is effective and not later than thirty (30) Business Days after the date such notice is effective, as an early termination date (the “Early Termination Date”) of this PPA. In the event that the Non-Defaulting Party designates an Early Termination Date, this PPA will terminate as of the Early Termination Date and Buyer shall remain liable for the cost of all Energy Output delivered to the Delivery Point prior to the Early Termination Date; and/or
- (b) to suspend performance due to the Defaulting Party under this PPA.

### IX.3 Buyer Rights Upon Termination for Default

. In the event that Buyer is the Non-Defaulting Party and Buyer elects to terminate this PPA as provided in Section 9.2, Buyer will:

- a) have no further liability for the cost of any Energy Output delivered to the Delivery Point after the Early Termination Date, or
- b) exercise the Purchase Option provided in Section 13.1. Buyer's election of either remedy provided in this Section 9.3 does not prevent Buyer from seeking any other damages and remedies at law or in equity.

#### IX.4 Seller Rights Upon Termination for Default

. In the event that Seller is the NonDefaulting Party and Seller elects to terminate this PPA as provided in Section 9.2, Seller will be entitled to a Termination Fee, calculated as set forth in Exhibit D. The Parties acknowledge and agree that in the Event of Default of this PPA by Buyer, Seller's actual damages would be difficult or impossible to compute and that this Termination Fee calculation provision represents the reasonable estimate of such damages established by the parties in good faith consideration of the facts and circumstances surrounding the transactions contemplated by this PPA as of the Effective Date.

#### IX.5 Remedies Cumulative

. Except as provided in Section 9.3, the rights and remedies contained in this Article 9 are cumulative with the other rights and remedies available under this PPA, at law and/or in equity.

#### IX.6 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 PPA. 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 X INVOICING AND PAYMENT

#### X.1 Invoicing and Payment

. All invoices under this PPA shall be due and payable not later than fifteen (15) Business Days after receipt of the applicable invoice. Each Party will make payment by mutually agreeable methods, to the account designated by the other Party. Any amounts not paid by the applicable due date will accrue interest at the Late Payment Interest Rate until paid in full.

#### X.2 Disputed Amounts

. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this PPA at any time within three (3) months following the delivery of the invoice (or invoice adjustment). In the event that either Party disputes any invoice or invoice adjustment, such Party shall nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment on the applicable payment due date, and to give notice of the objection to the other Party within such three (3) month period, failure of which such Party shall not have the right to dispute the applicable invoice (or invoice adjustment). If it is determined that any portions of the payments made were inaccurate, the amount so paid shall be returned 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.

### X.3 Records and Audits

. Each Party shall 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 the other Party's records pertaining to Transactions during such other Party's normal business hours; provided, however, any Party's right to dispute a Transaction shall terminate as of the end of the three (3) month period set forth in Section 10.2 above.

## ARTICLE XI

### REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

#### XI.1 Representations and Warranties

. Each Party represents and warrants to the other Party that:

(a) the execution, delivery and performance of this PPA 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 Law, rules, regulations, including any policies and tariffs promulgated by the public utility company serving the Property and Premises, orders or the like applicable to it;

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

(c) it is acting on its own account, and has made its own independent decision to enter into this PPA, 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 PPA;

(e) it understands that the other Party is not acting as a fiduciary for, or an adviser to, it or its Affiliates; and

(f) the various charges and fees contained in this PPA are the result of arms' length transactions, or, to the extent that such charges and fees are not the result of arms' length transactions, represent market rate charges and fees.

Buyer represents and warrants to Seller that its lease of the Property from the Landlord is sufficient to carry it through the Term and all obligations that survive the expiration or termination of the Term.

Seller represents and warrants to Buyer that it is not a public utility.

#### XI.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366

. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "utility" as such term is used in Section 366 of the Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

#### XI.3 Use of Energy

. Buyer represents and warrants that none of the electricity to be generated by the System will be used to generate energy for the purpose of heating a swimming pool.

### ARTICLE XII INDEMNITY; LIMITATIONS

#### XII.1 Indemnity

. To the fullest extent permitted by Applicable Law, each Party (the "Indemnitor") hereby indemnifies and agrees to defend and hold harmless the other Party, and its affiliates, members, partners, shareholders, officers, agents, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all Indemnity Claims, whether or not involving a third-party claim, caused by, resulting from, relating to or arising out of: (i) any breach of this PPA by the Indemnitor or any of its directors, officers, employees or agents; or (ii) any negligence or intentional misconduct on the part of the Indemnitor or any of its directors, officers, employees or agents; provided, however, that the Indemnitor will not have any obligation to indemnify the Indemnitees from or against any Indemnity Claims to the extent caused by, resulting from, or arising out of the negligence or intentional misconduct of any of the Indemnitees.

### ARTICLE XIII SYSTEM PURCHASE AND SALE OPTIONS

#### XIII.1 Grant of Purchase Option

. For and in consideration of the payments made by Buyer under this PPA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, provided that no Event of Default by Buyer has occurred and continued beyond any applicable cure period hereunder, Seller hereby grants Buyer the right and option to purchase all of Seller's right, title and interest in and to the System Assets on the terms set forth in this PPA (the "Purchase Option") for Fair Market Value ("FMV"). The Purchase Option may be exercised by Buyer in accordance with this Article within thirty (30) days preceding the end of the seventh (7th) year of the PPA term and within thirty (30) days preceding the beginning of any subsequent year, and/or the expiration of the Term (as the same may be extended). The purchase price for the System (the "Purchase Price") shall be based on Fair Market Value and: (a) mutually agreed upon by the Parties upon Buyer's exercise of the Purchase Option; or (b) determined by an Independent Appraiser in accordance with the procedure set forth in this Article.

### 13.2 Buyer Request for Appraisal of System Value

. In the event that the Parties do not mutually agree upon a Purchase Price pursuant to Section 13.1, not later than (a) sixty (60) days prior to the expiration of the Term (as the same may be extended), or (b) five (5) days after an Event of Default by Seller, Buyer shall have the right to provide a notice to Seller requiring a determination of the Purchase Price in accordance with Section 13.4.

#### I.1 Selection of Independent Appraiser

. Within twenty (20) Business Days of Seller's receipt of a notice provided under Section 13.2, Seller and Buyer shall mutually agree upon an Independent Appraiser. If Seller and Buyer do not agree upon the appointment of an Independent Appraiser within such twenty (20) Business Day period, then within five (5) Business Days after the end of such twenty (20) Business Day period, Seller and Buyer shall notify each other in writing of their respective designation of a proposed Independent Appraiser. The two (2) proposed Independent Appraisers shall, within two (2) Business Days after the appointment of the second (2<sup>nd</sup>) Independent Appraiser, select a third (3<sup>rd</sup>) Independent Appraiser and such third (3<sup>rd</sup>) Independent Appraiser shall perform the duties of the Independent Appraiser as set forth herein. Such selection shall be final and binding on Seller and Buyer. If no agreement is made as to the selection of an Independent Appraiser, either Party may apply for the judicial appointment of such Independent Appraiser. If either Party fails to select an Independent Appraiser within the time periods prescribed hereby, then the determination of the Purchase Price by the Independent Appraiser selected by the other Party shall be final, binding and conclusive on the Parties.

### XIII.2 Determination of Purchase Price

(a) .

(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 13.5 (the "Preliminary Determination").

(b) Upon making such Preliminary Determination, the Independent Appraiser shall provide such Preliminary Determination to Seller and Buyer, together with all supporting documentation that details the calculation of the Preliminary Determination and the FMV. Seller and Buyer shall have the right to object to the Preliminary Determination within twenty (20) Business Days of receiving such Preliminary Determination. Within ten (10) Business Days after the expiration of such twenty (20) Business Day period, the Independent Appraiser shall issue the Independent Appraiser's final determination (the "Final Determination") to Seller and Buyer, which shall specifically address the objections received by the Independent Appraiser, if any, 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 Independent Appraiser shall be final and binding on the Parties.

### XIII.3 Calculation of Purchase Price

. The Purchase Price payable by Buyer for the System Assets shall be equal to the amount determined as set forth in this Article above.

### XIII.4 Costs and Expenses of Independent Appraiser

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

### XIII.5 Exercise of Purchase Option

(a) Buyer shall have twenty (20) Business Days from (i) the date of the Final Determination, or (ii) if Buyer and Seller have mutually agreed upon a Purchase Price, the date that the Parties agree upon a Purchase Price (such period, the "Exercise Period"), to exercise the Purchase Option, time being of the essence. Buyer must exercise its Purchase Option during the Exercise Period by providing written notice thereof (the "Exercise Notice") to Seller. Once Buyer delivers its Exercise Notice to Seller, such exercise shall be irrevocable.

(b) Seller shall, upon at least three (3) Business Days' prior written notice from Buyer to Seller at any time during the Exercise Period, make the System Assets, including records relating to the operations, maintenance, and warranty repairs (to the extent in Seller's possession), available to Buyer for its inspection at Seller's office during normal business hours; provided, however, Buyer shall not disclose any Confidential Information to any third party other than its officers, employees, lenders, counsel, accountants or advisors (collectively, "Representatives"), who have a need to know such information and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

### XIII.6 Terms of System Purchase

. On the Transfer Date: (a) Seller shall surrender and transfer to Buyer all of Seller's right, title and interest in and to all System Assets and shall retain all liabilities arising from or related to the System Assets prior to the Transfer Date; (b) Buyer shall pay the Purchase Price,

by certified check, bank draft or wire transfer and shall assume all liabilities arising from or related to the System Assets from and after the Transfer Date; and (c) both Parties shall (i) execute and deliver a bill of sale and assignment of contract rights, in a form reasonably acceptable to both Parties; provided, however, the System Assets shall be conveyed to Buyer in their then "AS-IS" condition, without any representations or warranties from Seller, expressed or implied, including, without limitation, any warranties of merchantability, fitness or any other condition thereof for any particular purpose, and (ii) deliver such other conveyance and transaction documents and any other 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 Assets to Buyer.

### XIII.7 Transfer Date

. The closing of any sale of the System pursuant to this Article shall occur no later than ten (10) days following the expiration of the Exercise Period (the "Transfer Date").

### XIII.8 Assignment of Warranties or Supply Contracts

. In the event Buyer exercises the Purchase Option pursuant to this Article, Seller shall assign to Buyer any then-existing warranties, and, at Buyer's request, any equipment, maintenance, operations or supply contracts pertaining to the System or its operation, but only to the extent Seller has the right to assign such warranties and/or contracts pursuant to the terms thereof.

## ARTICLE XIV NOTICES

### XIV.1 Notices

. All notices, requests, statements or payments (each, a "Notice") shall be made in writing to the addresses and persons specified below. Notices shall be delivered by hand delivery, certified mail, postage prepaid, return receipt requested, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail or facsimile notice is provided immediately thereafter in accordance with the requirements of this Section by hand delivery or overnight delivery). Notices will be deemed to have been received (i) on the day on which it was transmitted if sent by facsimile or email where confirmation of successful transmission is received (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), so long as a copy of such facsimile or email notice is delivered immediately thereafter by hand delivery or overnight delivery; (ii) when delivered if sent by hand delivery; (iii) three (3) days after being mailed if sent by certified mail; or (iv) one (1) Business Day after being sent by courier guarantying overnight delivery. A Party may change its address by providing notice of the same in accordance with the provisions of this Section.

Buyer: Hilltown Cooperative Charter Public School  
1 Industrial Parkway  
Easthampton, MA 01027  
Attn: \_\_\_\_\_

Seller: SolarSense MA II LLC  
c/o SolarSense LLC  
1055 Westlakes Dr.  
Suite #140  
Berwyn, PA 19312  
Attn: Christopher D. Fraga

ARTICLE XV  
ASSIGNMENT; BINDING EFFECT

XV.1 Assignment; Binding Effect

. The Parties shall not, without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this PPA, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void. Notwithstanding the foregoing: (a) changes in control of Seller shall not be deemed to be an assignment of this PPA, and (b) Seller shall be entitled to assign its rights and interests in this PPA: (i) for collateral purposes in connection with any equity or debt financing of Seller or Seller's Affiliates, or (ii) in connection with any permitted assignment of Seller's interest in and to the Lease.

Notwithstanding the foregoing, Seller must reasonably demonstrate that any proposed assignee has both the financial capacity and the technical ability to perform the obligations required under this PPA at a level deemed appropriate by Buyer in its reasonable discretion. The proposed assignee shall establish that the proposed assignment will not cause or result in a breach of any agreement binding upon the Seller or Buyer or any violation of Applicable Law. The proposed assignee shall execute a counterpart of this PPA and such other documents or instruments as may be reasonably required by the Buyer to reflect that said assignee has agreed to be subject to and bound by all of the provisions of this PPA, including without limitation, the provisions hereof with respect to any subsequent assignment of such interest.

XV.2 Cooperation with Financing

. Buyer acknowledges that Seller will be financing the acquisition of the System and Buyer agrees that it shall cooperate with Seller and its financing parties in connection with such financing of the System, including, without limitation: (a) the furnishing of such information, (b) the giving of such certificates, and (c) providing such opinions of counsel and other matters as Seller and its financing parties may reasonably request; provided that the foregoing undertaking shall not obligate Buyer to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of Buyer, under this PPA (except for providing notices and additional cure periods to the financing parties with respect to any Event of Default by Seller hereunder as a financing party may reasonably request).

ARTICLE XVI  
MISCELLANEOUS

#### XVI.1 Governing Law/Venue

. This PPA shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of laws. Venue for any litigation arising from this PPA shall only be proper in a Court of Common Pleas located in the Commonwealth of Massachusetts.

#### XVI.2 Entire Agreement; Amendments

. This PPA and the Lease (including the exhibits, any written schedules, supplements or amendments hereto and thereto) constitute the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Any amendment, modification or change to this PPA will be void unless in writing and signed by both Parties.

#### XVI.3 Non-Waiver

. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

#### XVI.4 Severability

. If any part, term, or provision of this PPA is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is determined to be invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this PPA shall remain in full force and effect.

#### XVI.5 No Third Party Beneficiaries

. Nothing in this PPA shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, other than the Indemnitees and any secured parties (to the extent permitted hereunder).

#### XVI.6 No Recourse to Affiliates

. Notwithstanding anything herein to the contrary, this PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations are set forth in this PPA or were assumed in writing by the Person against whom recourse is sought.

#### XVI.7 Relationships of Parties

. This PPA shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

#### XVI.8 Attorneys' Fees

. If any action, arbitration, judicial reference or other proceeding is instituted between the parties in connection with this PPA, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues.

#### XVI.9 Waiver of Jury Trial

. To the extent such waiver is permitted by Applicable Law, the Parties hereto waive trial by jury in any action or proceeding brought in connection with this PPA.

#### XVI.10 Counterparts

. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or email is binding upon the other Party as an original, provided such Party delivers an original copy of this executed PPA to the other Party within twenty-four (24) hours thereafter.

#### XVI.11 Further Assurances

. The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

#### XVI.12 Construction of Agreement

. This PPA and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all Parties to this PPA and shall further be construed and interpreted without reference to the identity of the Party or Parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this PPA or have had equal opportunity to do so. Accordingly, the Parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist. The captions used herein are for convenience only and are not a part of this PPA and do not in any way limit or amplify the terms and provisions hereof.

#### XVI.13 Exhibits and Schedules

. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this PPA by reference.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the Parties have executed this PPA as of this \_\_\_th day of March, 2015.

BUYER

**HILLTOWN COOPERATIVE CHARTER  
PUBLIC SCHOOL**

a Massachusetts Public Charter School

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER

**SOLARSENSE MA II LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Christopher D. Fraga  
Title: Founder & CEO

EXHIBIT A  
DETAILED DESCRIPTION OF THE SYSTEM

Site 1: Address: 1 Industrial Parkway, Easthampton, MA 01027

System Description: \_\_\_\_\_ kW DC Solar PV System installed  
\_\_\_\_\_

Customer Utility Meter #'s for Net Metering Credits:

Meter #1: \_\_\_\_\_

## EXHIBIT B

### SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

1. Definitions. The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Renewable Energy Credit” has the meaning set forth in Massachusetts Law.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“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 sixty (60) 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 it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Bankruptcy Code” means the United States Bankruptcy Code.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Buyer” shall have the meaning ascribed to such term in the introductory paragraph of the PPA.

“Claiming Party” shall have the meaning set forth in Section 8.3.

“Commercial Operation” means that the System is ready for regular, daily operation, has been connected to the Property electrical system, and is capable of producing Energy Output.

“Commercial Operation Date” shall have the meaning set forth in Section 5.3.

“Confidential Information” means any non-public confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA and the System and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term.

“Contract Year” means the consecutive 12 months period commencing on the Commercial Operation Date.

“Delivery Point” means the agreed location or locations where Energy is to be delivered to and received by the Buyer’s existing electrical systems serving the Property under this PPA.

“Early Termination Date” shall have the meaning ascribed to such term in Section 9.2.

“Effective Date” shall have the meaning ascribed to such term in the introductory paragraph of the PPA.

“Energy” means electric energy (three-phase, 60-cycle alternating current, expressed in kilowatt-hours).

“Energy Deficiency Quantity” shall have the meaning ascribed to such term in Section 7.3(b)(v).

“Energy Payment Rate” shall mean the rates set forth in Exhibit C of this PPA.

“Energy Output” means the amount of electrical energy generated by the System and delivered to Buyer at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Metering Device. The Energy Output delivered to Buyer at the Delivery Point shall be deemed to be equal to the energy measured at the Metering Device.

“Energy Surplus Quantity” shall have the meaning ascribed to such term in Section 7.3(b)(v).

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the System, and its displacement of conventional energy generation. Environmental Attributes include, but are not limited to, Alternative Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green

Tag Purchaser's discretion, and include, without limitation, those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy.

“Event of Default” shall have the meaning ascribed to such term in Section 9.1

“Exercise Notice” shall have the meaning ascribed to such term in Section 13.7(a).

“Exercise Period” shall have the meaning ascribed to such term in Section 13.7(a).

“Extension Term” shall have the meaning ascribed to such term in Section 2.1(b).

“Federal Energy Regulatory Commission” or “FERC” shall mean the United States Federal Energy Regulatory Commission, or any successor agency.

“Force Majeure” means any event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) is not within the reasonable control, or the result of the negligence, of the Claiming Party, and (ii) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure will not be based on (i) Buyer's inability economically to use Energy purchased hereunder, or (ii) Seller's ability to sell Energy at a price greater than the price of Energy under this PPA. Economic hardship of either Party shall not constitute Force Majeure.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth), 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, independent system operator, utility, transmission and distribution provider or other similar entity, on or with respect to the Energy or this PPA.

“Indemnity Claims” means all losses, liabilities, damages, costs, expenses and reasonable attorneys' fees, whether incurred by settlement or otherwise, arising out of or related to the construction, installation, operation, use, maintenance, repair or removal of the System.

“Independent Appraiser” means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience (not less than ten (10) years) 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, direct or indirect owner or an employee of, or directly or indirectly retained as consultant or adviser to, Seller or Buyer or any Affiliate of Seller or Buyer.

“Initial Term” shall have the meaning ascribed to such term in Section 2.1(a).

“Late Payment Interest Rate” means, for any date, the lesser of (i) the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Wall Street Journal

under “Money Rates” on such day (or, if not published on such day, on the most recent preceding day on which published), plus five percent (5%) and (ii) the maximum rate permitted by Applicable Law.

“Lease” means the Solar Facilities Lease dated concurrently herewith by and between the Buyer’s Landlord and the Seller (or either or both of their respective Affiliates).

“Metering Device” means any and all meters at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy generated by the System and delivered to the Delivery Point.

“Non-Defaulting Party” shall have the meaning ascribed to such term in Section 9.2.

“Notice” shall have the meaning ascribed to such term in Section 14.1.

“Party” and “Parties” shall have the meanings ascribed to such terms in the introductory paragraph of the PPA.

“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.

“Preliminary Determination” shall have the meaning ascribed to such term in Section 13.4. “

“Purchase Price” shall have the meaning ascribed to such term in Section 13.1.

“Qualifying Facility” is a generating facility which meets the requirements for Qualifying Facility status under the Public Utility Regulatory Policies Act of 1978 and part 292 of FERC’s Regulations (18 C.F.R. Part 292), and which has obtained certification of its Qualifying Facility status either through an application filed with FERC or through self-certification.

“Representatives” shall have the meaning ascribed to such term in Section 13.7(b).

“Schedule of Definitions and Rules of Interpretation” shall have the meaning ascribed to such term in Section 1.1.

“Seller” shall have the meaning ascribed to such term in the introductory paragraph of the PPA.

“SREC” shall mean a Solar Renewable Energy Credit, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source by a renewable energy facility as defined under Massachusetts law and regulations.

“Summary of PPA Provisions” shall mean the Summary of PPA Provisions set forth at the beginning of this PPA.

“System” means the solar electric generating facilities that produces the Energy Output sold and purchased under this PPA. The System is more particularly described in Exhibit A.

“System Assets” means each and all of the assets of which the System is comprised, including Seller’s solar energy panels, mounting systems, inverters, integrators and other related equipment installed on the Property, electric lines required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, 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 System Assets, 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).

“System Loss Amount” means one (1) year of systems output, which is equal to \_\_\_\_\_ kWh annually, with a derate of .5% annually.

“Term” means the Initial Term and any Extension Term.

“Test Energy” shall mean the Energy Output delivered to Buyer prior to the Commercial Operation Date pursuant to Section 3.3.

“Transaction” means any transaction between the Parties under the terms of this PPA or the Lease or any other agreements, instruments, or undertakings between the Parties.

“Transfer Date” shall have the meaning ascribed to such term in Section 13.9.

2. Rules of Interpretation. In this PPA, unless expressly provided otherwise:

- (a) the words “herein,” “hereunder” and “hereof” refer to the provisions of this PPA and a reference to a recital, Article, Section, subsection or paragraph of this PPA or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this PPA or other agreement in which it is used unless otherwise stated;
- (b) references to this PPA, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto, and references to this PPA include the Summary of PPA Provisions;
- (c) a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;
- (d) a reference to this PPA, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this PPA or such other agreement, instrument or provision, as the case may be;
- (e) a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations,

- amendments, re-enactments, extensions or replacements of such statute, law or provision, including regulations promulgated by the public utility company serving the Property;
- (f) the singular includes the plural and vice versa;
  - (g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;
  - (h) words of any gender shall include the corresponding words of the other gender;
  - (i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;
  - (j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");
  - (k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;
  - (l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;
  - (m) if the time for performing an obligation under this PPA expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;
  - (n) a reference to (i) a month is a reference to a calendar month and (ii) a year is a reference to a calendar year;
  - (o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;
  - (p) a reference to time is a reference to the time in effect in the location where the Property is located on the relevant date;
  - (q) if a payment prescribed under this PPA to be made by a Party on or by a given Business Day is made after 2:00 pm on such Business Day, it is taken to be made on the next Business Day; and
  - (r) if any index used in this PPA at any time becomes unavailable, whether as a result of such index no longer being published or the material alteration of the basis for calculating such index, then Seller and Buyer shall agree upon a substitute index that most closely approximates the unavailable index as in effect prior to such

unavailability. If the base date of any such index is at any time reset, then the change to the index resulting therefrom shall be adjusted accordingly for purposes of this PPA.

EXHIBIT C

Energy Payment Rate

Site 1:

1. Year 1 PPA Rate of \$.1025 per kWh.
2. Escalation rate of percent (2.5%) per year.
3. PPA Rate Schedule:

PPA Rate	
Yr 1	\$0.1025
Yr 2	\$0.1051
Yr 3	\$0.1077
Yr 4	\$0.1104
Yr 5	\$0.1131
Yr 6	\$0.1160
Yr 7	\$0.1189
Yr 8	\$0.1218
Yr 9	\$0.1249
Yr 10	\$0.1280
Yr 11	\$0.1312
Yr 12	\$0.1345
Yr 13	\$0.1379
Yr 14	\$0.1413
Yr 15	\$0.1448
Yr 16	\$0.1485
Yr 17	\$0.1522
Yr 18	\$0.1560
Yr 19	\$0.1599
Yr 20	\$0.1639

## EXHIBIT D

### TERMINATION FEE SCHEDULE

In the event of a termination of this PPA pursuant to Article 9.4, other than as a result of Force Majeure, Buyer shall pay to Seller an Early Termination Payment corresponding to the year in which early termination occurs.

The Early Termination Payment shall be calculated as outlined below.

Early Termination Payment =

Net Present Value of:

Each remaining PPA year in the term, calculated as the PPA rate times the projected annual kwh output per year (such projected annual kwh output to be determined by the Year 1 Output derated by 5% per year)

Plus

the greater of the following:

(i) the value of any remaining contract entered into by Seller for the sale of SRECs generated by the System along with any and all costs and damages associated with the potential breach of said contract; or

ii) the remaining value of the SRECS to be produced, calculated as follows:

The remaining kwh projected to be produced (as determined by the Year 1 Output derated by 5% per year) and divided by 1000, multiplied by the value of the SRECS in the year of the termination if contracted, or the last SREC value contracted by Seller.

If an early termination occurs on any date other than an anniversary of the Commercial Operation Date, the unpaid amount for that year will be calculated by multiplying the Early Termination Payment by a simple ratio of the number of full or partial months remaining until the anniversary of the Commercial Operation Date divided by 12 months.