

SOLAR AND ENERGY STORAGE POWER PURCHASE AGREEMENT NATICK WEST FIRE STATION

Preamble

THIS SOLAR POWER PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of this 23rd day of June 2020 (the “**Effective Date**”), by and between the Awarding Authority, the Town of Natick, 13 East Central Street, Natick, MA 01760 (“**Town**” or “**User**”) and Natick West Fire Station Solar LLC, 111 Speen Street, Suite 410, Framingham, MA 01701, a Delaware limited liability company (“**Developer**”). User and Developer are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

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

WHEREAS, Developer proposes to finance, install, own, operate and maintain one or more solar energy facilities with battery storage, if applicable (each a “**System**” and together the “**Systems**”) on the property or properties described in Attachment A hereto (the “**Premises**”), such Systems being more particularly set forth in Attachment B attached hereto;

WHEREAS, User proposes to grant to Developer a license pursuant to this Agreement to allow Developer to install, operate, maintain and remove the Systems on the area of the Premises upon which a System will be located, as set forth on Attachment A (the “**Licensed Area**”) for the purposes and subject to the conditions set forth herein, all as further specified in the solar license provisions (the “**SLP**”) set forth in Attachment D attached hereto, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Developer intends to qualify the Systems under the Solar Massachusetts Renewable Target (SMART) Program established pursuant to 225 CMR 20.00 (the “**SMART Program**”) as Behind-the-meter Solar Tariff Generation Units (as defined in 225 CMR 20.02) and to provide User with Alternative On-Bill Credits or Net Metering Credits defined below available from the local utility pursuant to the SMART Program; and

WHEREAS, User is or shall be the Host Customer of the Systems;

WHEREAS, Developer desires to deliver to User, as Host Customer, all of the Electricity generated by the System during the Term, and User desires to pay for all of such electricity and receive the right to allocate all of the Alternative On-Bill Credits or Net Metering Credits generated by the Systems for use in offsetting the electric utility bills associated with other User utility accounts in accordance with the terms of this Agreement;

WHEREAS, the provisions of the Town of Natick’s Request for Qualifications for Solar Energy Management Services are incorporated herein by reference. In the event of any conflict

among the terms of this Agreement and any other document, the Parties shall first attempt to resolve the conflict giving effect to all documents, failing which the Parties shall resolve the conflict using the following order of priority:

Highest Priority:	Amendments to Agreement
Second Priority:	Agreement
Third Priority:	Request for Qualifications, dated June 1, 2016
Fourth Priority:	Contractor's Proposal.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the Attachments attached hereto, User and Developer agree as follows.

I. DEFINED TERMS; RULES OF INTERPRETATION

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

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

“Agreement” means this Solar Power Purchase Agreement, including all Attachments and attachments hereto.

“Agreement Documents” It is understood and agreed that the following documents, attachments, and schedules and any amendments or addenda thereto, comprise this Agreement:

- Attachment A: Description of the Premises
- Attachment B: Description of the Systems
- Attachment C: Agreement Provisions
- Attachment D: Solar License Provisions
- Attachment E-1: User Termination Payment
- Attachment E-2: Developer Termination Payment
- Attachment F: PV Syst Model

“Alternative On-Bill Credits” shall have the meaning set forth in the SMART Program regulations as set forth in 225 CMR §20.

“Annual System Degradation Factor” means the factor expressed in percent by which the Guaranteed Annual Electric Output of the System shall decrease from one Contract Year to the next Contract Year as set forth in Attachment C.

“Applicable Legal Requirements” means any law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority,

which may be applicable to the Premises or the System, or any part thereof or to any condition or use thereof, or a Party's rights and obligations hereunder and all leases, permits and other governmental consents which are required for the use and occupancy of the Premises and for the design, installation, operation, maintenance and removal of the System.

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

"Battery Life" shall mean term of warranty that the Battery Manufacturer has provided for the Storage Systems' battery.

"Battery Manufacturer" means the equipment manufacturer and supplier of the battery as set forth in Attachment B which may be updated before the Commercial Operation Date in the event Developer selects a different supplier to provide the battery.

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

"Cap Allocation" has the meaning set forth in the Net Metering Rules.

"Claiming Party" has the meaning set forth in Section VIII.

"Commercial Operation" means (1) with respect to the Solar System, that the Solar System is ready for regular, daily operation, has been connected to the Premises' electrical system, is in compliance with Applicable Legal Requirements in all respects, and is capable of producing Electricity, and (2) with respect to the Storage System, that the Storage System has the ability to store and discharge electricity on demand, and the software running the Storage System is capable of operating the Storage System in accordance with the Commonwealth's demand reduction programs, the peak reduction targets for the Premises.

“Commercial Operation Date” means the first day on which the Solar System achieves Commercial Operation, as defined herein, and as certified in writing by Developer to User in the Notice of Commercial Operation.

“Contract Year” means, with respect to the first Contract Year, the period of time commencing on the Commercial Operation Date and ending on the last day of the month in which the first anniversary of the Commercial Operation Date occurs, and each consecutive twelve (12)-month period thereafter.

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

“Costs” means (i) all reasonable attorney’s fees and expenses incurred by the relevant Party in connection with the termination of this Agreement, and (ii) all reasonable costs and expenses incurred by the relevant Party in removal of the Systems.

“Decommissioning Assurance” means adequate financial assurance, in a form reasonably satisfactory to User and in the amount set forth in Attachment C hereto, to fully cover the cost of decommissioning the Systems and restoring the Premises as specified in the SLP, as further described in Article IV(m). The Decommissioning Assurance shall be net of the salvage value of the Systems and may be in the form of a letter of credit, bond, or interest-bearing cash escrow account held by User with interest at the Interest Rate.

“Delivery Point” means the point at which such System interconnects to the User’s intertie with the LDC on the User’s side of the LDC Metering Device.

“Developer Metering Device” means with respect to the Systems, the revenue quality meter(s) installed by Developer and used for the registration, recording, and transmission of information regarding the amount of Electricity generated by a System.

“Developer Termination Payment” means the payment made by the Developer to the User in accordance with Section IX and shown on Attachment E-2.

“DPU” means the Massachusetts Department of Public Utilities.

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

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

“Electricity” means the actual and verifiable amount of electricity generated by the System and delivered to User at the Delivery Point for use by User on the Premises, as metered in whole kilowatt-hours (kWh) at the Developer Metering Device, and that conforms to Applicable Legal Requirements. The Electricity delivered to User at the Delivery Point shall be deemed to be equal to the electric energy measured at the Developer Metering Device; actual

energy losses between the Developer Metering Device and the Delivery Point shall not reduce the measurement of Electricity.

“Electricity Price” shall mean the price per kWh of Electricity delivered to the Delivery Point, as set forth in Attachment C attached hereto.

“Environmental Attributes” means the characteristics of electric power generation by the System that have intrinsic value separate and apart from the energy and arising from the perceived environmental benefit of the System or the energy produced by the System including but not limited to all environmental attributes or renewable energy credits, including carbon trading credits, or certificates, emissions reduction credits, emissions allowances, green tags and tradable renewable credits, environmental and other attributes that differentiate the System or energy produced by the System from energy generated by fossil fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or mercury, or other base or chemical, soot particulate matter or other substances attributable to the System or the compliance of the System or energy with the law, rules and standards of the United Nations Framework convention on Climate Changes or the Kyoto Protocol or the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator of any state or federal entity given jurisdiction over a program involving transferability of rights arising from Environmental Attributes and Reporting Rights. Environmental Attributes does not include Environmental Incentives.

“Environmental Incentives” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (ii) tax credits, incentives or depreciation allowances established under any federal or state law, (iii) fuel-related subsidies or “tipping fees” that may be paid to accept certain fuels, and (iv) other financial incentives in the form of credits, tax write-offs, reductions or allowances under Applicable Legal Requirements attributable to the Systems or Electricity, and all Reporting Rights with respect to such incentives.

“Events of Default” has the meaning set forth in Section IX.

“Fair Market Value” means the fair market value of the Systems determined by an Independent Appraiser. Fair Market Value means the price that would be established in an arm’s-length transaction between an informed and willing buyer and an informed and willing seller, neither being under any compulsion to act.

“Force Majeure” means any event or circumstance having a material adverse effect upon a Party’s ability to perform pursuant to this Agreement if such event or circumstance is beyond the Party’s reasonable control and is not the result of willful or negligent act or omission of the Party relying thereon as justification for not performing any obligation or complying with any obligation required of such Party under this Agreement. "Force Majeure" events or

circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics and/or pandemic (including COVID-19, also known as Coronavirus), unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and strikes or lockouts which materially affect, impact or impede obligations under this Agreement. Force Majeure will not be based on (i) User's inability to economically use Electricity purchased hereunder, or (ii) Developer's ability to sell Electricity at a price greater than the Electricity Price under this Agreement.

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

"Governmental Approval" means any approval, consent, franchise, authorization, permit (including without limitation, building and electrical permits), agreement, confirmation, certificate, resolution, concession, license, privilege or assent issued by or on behalf of any applicable Governmental Authority.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Electricity or this Agreement, including, but not limited to, any fixed fees or monthly minimum reliability contributions charged to the User by the LDC on the User's Electricity invoices as contemplated by Chapter 75 of the Acts of 2016-Massachusetts.

"Guaranteed Annual Solar Electric Output" means the minimum amount of electricity that is guaranteed by the Developer to be generated by the Solar Systems in a Contract Year, as set forth in Attachment C.

"Host Customer" means the customer of record for the LDC Metering Device (to the extent necessary to receive Alternative On-Bill Credits or Net Metering Credits).

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

"Independent Appraiser" means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, certification, experience and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the Systems. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three (3) years before his appointment have been)

a director, officer or employee of, or directly or indirectly retained as consultant or adviser to, Developer, any Affiliate of Developer, or User.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus two (2) percentage points, or (ii) ten percent (10%). In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by User and reasonably acceptable to Developer. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred and sixty-five (365) days and the actual number of days for which such interest is due.

“LDC” means the local electric distribution company that provides electric distribution service to the municipality, as set forth in Attachment C.

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

“LDC Metering Device” means one or more meters furnished and installed by the LDC for the purpose of measuring the Electricity delivered by the LDC to the Host Customer and delivered by the Host Customer to the LDC.

“Licensed Area” means the area on the Premises in which User grants Developer a license to install and operate the System, as set forth in Attachment A and D.

“Liens” mean any mortgage, pledge, lien, charge, encumbrance, easement, lease, exercise of rights, security interest, and claims.

“Meter” means, with respect to a System, the utility-grade, revenue quality meter(s) installed by Developer and used for the registration, recording, and transmission of information regarding the amount of Electricity generated by a System.

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

“Net Metering Credit” has the meaning set forth in M.G.L. c.164, s.138-140 and 220 CMR 18.00.

“Net Metering Rules” means the rules promulgated by DPU pursuant to, among others, M.G.L. c. 164, ss. 138-140, 220 CMR 11.04, 220 CMR 18.00, 220 CMR 8.00 and DPU docket 11-10 (Order Adopting Net Metering Rules), and DPU Docket 11- 11-E (Order on Exceptions to Definition of Unit and Facility), each as amended and extended periodically

“Outside Construction Commencement Date” means ninety (90) days after receipt of all applicable Governmental Approvals, including the fully-executed Interconnection Agreement between Developer and the LDC for the System.

“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.

“PPA” means Power Purchase Agreement.

“PowerPack Guarantee” mean the guarantee with respect to availability and operation of the Storage System as provided by the Battery Manufacturer which shall be set forth on Attachment G which may be updated before the Commercial Operation Date to account for any change in Battery Manufacturer.

“Premises” has the meaning set forth in Attachment A, and shall include the Licensed Areas.

“Production Shortfall” means the amount, expressed in kWh, by which the actual amount of Electricity generated by the Systems in any Contract Year is less than the Guaranteed Annual Electric Output for the same Contract Year.

“Purchase Option” shall have the meaning ascribed to it in Section XIII of this Agreement.

“Purchase Price” shall have the meaning ascribed to it in Section XIII.

“Reporting Rights” means the right of Developer to report to any federal, state or local agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, to the extent that such Acts provide such rights, or under any present or future domestic, international or foreign emissions trading program, that Developer owns the Environmental Attributes and the Environmental Incentives associated with energy produced by the Systems.

“Shortfall Payment” shall have the meaning set forth in Section V(f).

“SLP” means the license for the use of the Premises granted by User to Developer, the provisions of which are set forth in Attachment D attached hereto.

“SMART Program” shall have the meaning set forth in the recitals above.

“SMART Tariff” means the tariff to implement the incentive program contemplated under the SMART Program to be filed by the LDC and approved by the Massachusetts Department of Public Utilities.

“Solar System” means each solar electric generating facility consisting of the Solar System Assets of each facility that produces the Solar Services sold and purchased under this Agreement, all as further set forth in Attachment B attached hereto.

“Solar System Assets” means each and all of the assets of which the Solar System is comprised, including solar energy panels, mounting systems, tracking devices, inverters, integrators, electric lines and conduits required to connect such equipment to the applicable Delivery Point, protective and associated equipment, improvements, Meters, and other tangible and intangible assets, permits, leasehold rights and contract rights reasonably necessary for the construction, operation, and maintenance of the Solar System.

“Specified Rate” shall mean the specified cost of electric energy for calculating the Shortfall Payment as set forth in Attachment C.

“Storage Attributes” means any credit, benefit, reduction, offset, financial incentive and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future under Commonwealth of Massachusetts and LDC programs attributable to the operation of the Storage System, including, to the extent applicable and without limitation, demand response programs, tax credits, incentives or depreciation allowances established under any federal or state law and including any adders or incentives related to the Storage System under the Solar Massachusetts Renewable Target Program and benefits available under the Massachusetts Clean Peak Standard, but specifically excluding any demand side reduction, or capacity tag reductions.

“Storage Services” means the Storage System’s function of storing and discharging electricity to and from the Solar System at the Premises, and includes the storage and discharge of electricity on demand and the operation of software to optimize storage and discharge consistent with peak reduction targets and capacity tag reduction targets.

“Storage System” means each solar electric storage facility consisting of the Storage System Assets that store and discharge electricity, connected to each Solar System, all as further set forth in Attachment B attached hereto.

“Storage System Assets” means each and all of the assets of which such Storage System is comprised, including battery energy storage and other related equipment and components installed on the Premises, protective and associated equipment, improvements, meters, and other tangible and intangible assets, permits, leasehold rights and contract rights reasonably necessary for the construction, operation, and maintenance of the Storage System.

“System” means collectively the Solar System and the related Storage System (to the extent applicable), including but not limited to the Solar System Assets and the Storage System Assets, that produces the Electricity and the Storage Services sold and purchased under this Agreement, all as further set forth in Attachment B.

“System Assets” means collectively the Solar System Assets and related Storage System Assets.

“System Loss” means loss, theft, damage or destruction of any System, System Assets or any portion thereof, or any other occurrence or event that prevents or limits the System from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or Force Majeure). Loss, damage or destruction of a building or other structure in

which or upon which a System is installed, which prevents or materially impairs Developer's access to and/or use of such System for the uses intended hereunder, shall be deemed a System Loss for the purposes of this Agreement.

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

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

"Termination Payment" means an amount payable by User to Developer or Developer to User in the event of termination of this Agreement as a result of an Event of Default, as set forth in Attachment E-1 or E-2.

"Test Energy" means Electricity generated by a Solar System and delivered to the Delivery Point prior to the Commercial Operation Date.

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

"User Termination Payment" means the payment made by the User to the Developer in accordance with Section IX and shown on Attachment E-1.

II. WORK

(a) Subject to the terms of this Agreement, Developer will commence the proposed work/obligations as specified or indicated in this Agreement. The work is generally described as follows:

(1) The work generally consists of the obligations further set forth in Section IV, herein.

(2) Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the generation and storage of electricity through a solar photovoltaic and battery energy storage project as outlined in this Agreement.

(b) The Developer's services shall be performed as expeditiously as is consistent with the Milestone Dates (as defined in Section III(b)) and professional skill and care. The Developer shall exercise due care and diligence in the rendition of all services under this Agreement in accordance with the applicable professional standards in the eastern Massachusetts area. The Developer's services shall be performed as expeditiously as is consistent with the Milestone Dates and such standards.

III. TERM

(a) Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall remain in effect until 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operation Date, or such earlier date provided herein.

(b) Achievement of Commercial Operation. Developer shall use commercially reasonable efforts to commence construction of the Systems by the Outside Construction Commencement Date (the “**Milestone Dates**”). The Milestone Dates shall be extended for any delays caused by User. The Parties shall agree upon a mutually acceptable construction schedule.

(c) Developer’s Early Termination Date. Developer shall use commercially reasonable efforts to satisfy each of the conditions precedent within its control set forth in this Section III(c). The following are conditions precedent to Developer’s obligation to construct the Systems, and, except as otherwise provided in this Agreement, Developer may terminate this Agreement without penalty or any liability to User or any other party prior to Commercial Operation Date if any of the following conditions (i) – (vii) has not been completed or achieved to the Developer’s satisfaction or if conditions (viii) or (ix) occur:

(i) Developer has obtained all permits, licenses and other approvals required by Applicable Legal Requirements for installation and operation of the Systems;

(ii) Developer’s title examination of the Premises confirms that User has good, clear, marketable title to the Premises free and clear of restrictions, encumbrances or liens affecting Developer’s intended use and Developer is satisfied in its sole discretion with the condition of the Premises;

(iii) User shall have entered into all contracts and delivered all other documents required by the LDC in connection with this Agreement and the transactions contemplated hereby (the “Utility Documents”) to the reasonable satisfaction of Developer, or the LDC shall have waived the requirements for such Utility Documents;

(iv) Without limiting the foregoing condition, User shall have delivered a copy of required allocation documents under the SMART Program and the System of Assurance of Net Metering Eligibility;

(v) Developer shall have entered into all contracts for procurement, construction, installation and operation of the Systems;

(vi) Developer shall have satisfied itself that the Systems, if constructed, would not be in violation of zoning or land use laws applicable to the Premises, it being acknowledged by User that Developer is under no obligation to apply for or obtain zoning relief;

(vii) The Systems shall have qualified under, and User and Developer shall each have taken actions within their respective control to cause the Systems to qualify under, the SMART Program as Alternative On-Bill Credit Generation Units or Net

Metering Credits with public entity adder and respective location-based and energy storage adders;

(viii) upgrades are required to User's existing electrical infrastructure, structural infrastructure, or roof and User does not pay for such upgrades, it being acknowledged by both Parties that neither Party shall be under any obligation to pay for any such upgrades;

(ix) the LDC imposes or charges more than \$28,000 for interconnection application costs, utility upgrade costs and utility impact study costs (said amount being the amount Developer reasonably anticipates as the cost of interconnection and upgrades, if any, as of the Effective Date); provided that such right of termination may be exercised only if (1) Developer requests a reasonable adjustment to the Electricity Price for such interconnection costs and User, in its sole discretion, does not agree within a reasonable time thereafter (not to exceed 45 days) such agreement to be evidenced by an amendment to this Agreement executed by User and Developer; OR (2) Developer requests that User pay any such interconnection and utility costs over \$28,000 directly to the LDC (or as otherwise agreed) and User does not agree to make such payment within a reasonable time thereafter (not to exceed 45 days);.

(d) Developer shall give User at least thirty (30) days advance written notice of Developer's intent to terminate this Agreement due to any of the foregoing conditions. In the event Developer terminates this Agreement, the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof. Developer shall deliver to the User paper and electronic copies of the thirty percent (30%), ninety percent (90%), and one hundred percent (100%) design documents and as-built plans prepared by Developer hereunder. Developer shall notify User when the conditions are met.

IV. SYSTEM OWNERSHIP, INSTALLATION, OPERATION, MAINTENANCE, AND REMOVAL

(a) Construction. Developer will use diligent and commercially reasonable efforts to (i) obtain all permits and financing for the System, (ii) furnish all design, materials, supplies, tools, equipment, labor, and other services necessary for the installation of the System, and (iii) maintain the Systems in good condition and repair and in accordance with Applicable Legal Requirements and the terms of this Agreement. Developer shall coordinate the construction with User so as to minimize disruption to User's activities. Developer shall coordinate project meetings with a representative of the User to discuss the status and progress of the Project and to address any issues that may arise during construction. Upon completion of the construction of the installation of the Systems, Developer shall remove all debris, tools, and packaging, and shall repair or restore any damage to other portions of the Premises or the improvements and landscaping thereon caused by the installation of the Systems thereon. In the event Developer causes damage to the Premises or any property of User during the installation, construction, maintenance, operation or removal of the System, Developer shall, at its sole cost and expense, promptly and in accordance with Applicable Legal Requirements repair and restore the Premises, and any other property of User so damaged.

(b) Title to Systems. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the Systems, permits, approvals, Environmental Attributes, Environmental Incentives, Storage Attributes, Reporting Rights and tax benefits associated with the Systems shall be with the Developer. The Parties intend that Developer shall be the legal and beneficial owner of the Systems, which will at all times retain the legal status of personal property of Developer as defined under Article 9 of the Uniform Commercial Code. The Systems will not attach to or be deemed a part of, or a fixture to, the Premises notwithstanding the manner in which the Systems are or may be affixed to real property of User. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Systems as a fixture, User shall provide a disclaimer or release from such lienholder. User shall not directly or indirectly permit, create, incur, assume or suffer to exist any Lien attributable to User on the System, and if there shall nonetheless be such a Lien, User hereby agrees that it shall, at its expense, cause the same to be duly discharged and removed within thirty days of notice of such lien. User will not take a position on any tax return or in other filings suggesting that it is anything other than a purchaser of Electricity from the Systems. The Parties intend this Agreement to be treated as a “service contract” within the meaning of section 7701(e)(3) of the Internal Revenue Code.

(c) Site License Agreement. Developer shall install, operate, maintain, repair and remove the System on the Premises pursuant to and in strict conformance with the SLP.

(d) Construction, Operation, Maintenance, and Monitoring of System by Developer. Developer shall, at its sole cost and expense, (i) construct, operate, and maintain the System in accordance with Applicable Legal Requirements, and in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties or guarantees, manufacturer’s warranties, instruction and specifications, applicable requirements of the insurance policies maintained by User (copies of which to be provided to Developer) or Developer with respect to the System, and the terms of this Agreement, all as further set forth in Attachments B, C, and D attached hereto, and (ii) monitor the System performance to ensure that any System malfunction causing a loss of Electricity or Storage Services will be discovered and rectified in accordance with industry standards. User shall have the right to review and approve, such approval not to be unreasonably withheld or delayed, all construction plans, including engineering evaluations of the impact of the System on the structural integrity and strength of the locations where the Systems are installed. Developer shall be responsible, either directly or through its installation contractor, for the security of all materials and equipment maintained at the Premises until completion of the installation, and for the safety of persons and the User’s real and personal property on the Premises with respect to such materials and equipment. Upon completion of the construction of the installation of the System, Developer shall clean and restore the area of the Premises impacted by its work to such condition as existed prior to the commencement of the installation work. Developer and User shall participate in a preliminary construction meeting with the installation contractor(s) prior to commencement of construction to discuss the stages of the work and the timing of such stages. Developer agrees to remove and properly dispose, at its expense, all packaging materials at the end of each work day. Developer shall use commercially reasonable efforts to operate the Solar System and the Storage System (during the Battery Life) in a manner that optimizes energy savings, credits, and storage for the User, so long as that operation complies with the SMART Program and the Tax Code to ensure eligibility for available incentive tax credits.

Operations and maintenance of the Storage System will be done according to the manufacturer's guidelines and proprietary preventative maintenance manual. All operations and maintenance will be conducted in a manner to maintain the Storage System manufacturer's warranty.

(e) Operations Manual; Training. On or before the Commercial Operation Date, Developer shall deliver to User an operation, maintenance and parts manual covering the Systems. In addition, Developer will train User's representative(s) on User operations and monitoring (for informational purposes only) and emergency preparedness and response, it being acknowledged by User that User shall not operate the System, except in the case of an emergency where immediate action on the part of the User is reasonably necessary for safety reasons. In the event of an emergency where immediate action on the part of User is reasonably necessary for safety reasons, User may, but is not obligated to, shut down or disconnect the Systems and provide immediate notice to Developer, but otherwise User shall not be permitted to perform any maintenance or repair on the Systems. Provided that User provides Developer prompt notice of shut down or disconnection of the Systems in the event of an emergency, Developer shall not have a claim for lost revenue relating to any lost production resulting from User's emergency shutdown.

(f) Battery after End of Battery Life. At the end of the Battery Life, Developer shall purchase additional units to maintain the nameplate capacity of the Storage System with the same operational characteristics which shall comply with the operational requirements and statement of qualification issued for the Storage System under the SMART Program, at Developer's cost.

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

(h) Removal of the Systems. Except as otherwise provided herein, Developer shall, within ninety (90) days following the expiration of the Term and at Developer's sole cost and expense, remove the Systems from the Premises and restore the Premises to their original respective conditions, normal wear and tear excluded.

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

(j) Construction Access. Developer shall have unlimited access to the Premises, except as set forth on Attachment A with respect to each Premises. In accordance with the SLP,

Developer shall notify User in advance of any entry onto the Premises. During the construction of the Systems, the Developer's installation contractor shall attend a weekly project meeting with the User, including the Town Administrator or her/his designee, and a representative of the User. The purpose of the weekly meeting shall be to discuss the current status and progress of the project and to address any issues that may arise during construction. Construction work hours for non-school/educational properties shall be agreed upon by the Parties.

(k) CORI/SORI. User shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Systems Board, and the Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Developer or of a subcontractor of the Developer who will work on the project. Notwithstanding any other provision of this Agreement, User may refuse to allow any such employee to work on the project if the User, in its sole discretion, determines that such employee is not suitable for work on the project based upon the results of such CORI or SORI. User shall keep such information in a confidential file. This Section IV (k) does not apply to non-school/educational Premises, in which case the following shall apply:

For each employee of the Developer or its subcontractor who is performing services under this Agreement, the Developer shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the User that such employee passed a pre-employment criminal background screen. In the event that any employee refuses to permit the Developer to provide such information to the User, the Developer shall not assign such employee to perform services for the User, and such employee shall not be authorized to perform services under this Agreement. The User shall be permitted to keep such information in its files.

(l) Reserved

(m) Decommissioning Assurance. Not later than the first (1st) anniversary of the Commercial Operation Date, Developer shall establish the Decommissioning Assurance. User acknowledges that the Electricity Price shown on Attachment C assumes that the acceptable Decommissioning Assurance will be a bond for removal of the Systems at the bond value as set forth on Attachment C. User agrees to execute an amendment to this Agreement to confirm an increase to the Electricity Price based on an increase of the Decommissioning Assurance required by User or other applicable Governmental Authority above the amount of that value. To the extent the User or other applicable Governmental Authority requires a different form of Decommissioning Assurance, then User agrees that the Electricity Price may be subject to increase depending on the cost impact of the Decommissioning Assurance required. Developer shall have the right, in its discretion, to replace such bond with cash held in an escrow account pursuant to a tri-party escrow agreement. If Developer elects to provide the Decommissioning Assurance in the form of an interest-bearing escrow account, then User and Developer shall enter into a commercially reasonable escrow agreement to establish the terms of the escrow with interest at the Interest Rate. Not later than sixty (60) days after Developer's removal of the Systems, User shall release, disclaim or return to Developer any remaining unexpended portion of the Decommissioning Assurance, including any interest accrued thereon. If Developer fails to

remove or commence substantial efforts to remove the System within ninety (90) days after the expiration or earlier termination of this Agreement, for reasons other than Force Majeure or User delay, User shall have the right, at its option, upon thirty (30) days' prior notice to Developer of such election, to remove the System and restore the Premises as contemplated by Section IV(h) hereof. User shall be entitled to access the Decommissioning Assurance to cover its reasonable costs in removing the Systems, restoring the Premises and either transporting the solar Systems to storage or disposing of it, as the case may be. The provisions of this Section survive expiration or termination of this Agreement until the actual removal of the System has been completed hereunder.

(n) Host Customer. At Developer's request, User shall take any reasonable action and execute any documents that are necessary to designate User as the LDC customer of record for the LDC Metering Device and otherwise establish User as the Host Customer for such Systems. Developer shall prepare any such documents and User shall reasonably cooperate with Developer's preparation of such documents, including, without limitation, by providing information on User's existing other accounts with the LDC.

(o) Hazardous Substances. Developer shall not be responsible for or have any liability for any pre-existing Hazardous Substances existing on the Premises ("Pre-Existing Hazardous Substances"), provided that the Developer does not handle, remove or dispose of such Pre-Existing Hazardous Substances. If Developer shall discover any Hazardous Substance, it shall immediately notify User and shall avoid all contact with the substance. Unless otherwise provided in this Agreement, Developer and Developer's subcontractors and consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of a person to Hazardous Substances in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, except to the extent that the presence, handling, removal, disposal or exposure is caused by the Developer or its officers, employees, agents and representatives or by the Developer's subcontractors or consultants or their officers employees, agents or representatives. Neither the Developer, nor its officers, employees, agents, and representatives, nor the Developer's subcontractors, consultants and officers, employees, agents, and representatives, shall have authority to handle, transport, remove or dispose of Hazardous Substances in any form regarding the Project which is the subject of this Agreement, including without limitation, asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

(p) Bonding. Prior to the date of execution of this Agreement, Developer has provided to User evidence satisfactory to User of Developer's bonding capacity. Prior to commencement of construction of the Systems, Developer will provide to User copies of any and all payment and performance bonds issued to Developer by Developer's subcontractors with respect to the construction of the Systems. Such payment and performance bonds provided by Developer's subcontractors shall be equal to one hundred percent (100%) of their respective construction contract values. User acknowledges that this Agreement itself is not a construction contract and, therefore, Developer is not able to procure its own typical payment and performance bonds for construction of the Systems hereunder.

V. PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

(a) Purchase and Sale of Electricity and Storage Services.

(i) This Agreement provides the terms and conditions upon which the Developer shall, or shall cause its contractors to, design, construct, maintain and operate the Systems on the Premises owned by User. During the Term, User agrees to purchase (i) one hundred percent (100%) of the Electricity and Storage Services produced by each System and delivered at the Delivery Point and (ii) all the Net Metering Credits or Alternative On-Bill Credits transferred to the Customer as a result of the Electricity produced by the Solar System as applicable.

(ii) Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Developer shall sell and make available to User, and User shall purchase and take delivery of all of the Electricity and Storage Services generated by the System at the applicable Electricity Price as specified in Attachment C. The User shall take delivery of at the Delivery Point all Electricity. User acknowledges that electricity produced by the Systems is intermittent as available energy product and the Alternative On-Bill Credits or Net Metering Credits are variable, and that User is solely responsible for meeting any and all of its energy needs not met from System-generated electricity at User's cost and expense. Prior to the Commercial Operation Date, Developer shall make available to User and User shall take delivery of at the Delivery Point, any Test Energy produced by any System as measured by the Developer Meter installed with each such System. User shall pay for the Test Energy at a rate equal to Electricity Price applicable on the Commercial Operation Date.

(b) Price for Electricity. Notwithstanding any other provision of this Agreement, User shall pay Developer for the Electricity, as metered at the Developer Metering Device, at the applicable Electricity Price.

(c) Adjustments to Electricity Price. In all cases, any adjustments in the Electricity Price shall be made to the nearest thousandth of a cent. Developer shall use commercially reasonable efforts to obtain a Statement of Qualification for the System under the SMART Program in Block 4. In the event the System becomes qualified under a subsequent Block (ie, 5, 6), the Parties agree that the Electricity Price shall be adjusted based on the applicable Block in accordance with Attachment C.

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

(e) Governmental Charges.

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

(ii) User shall pay directly or reimburse Developer on an after-tax basis for all sales and use taxes that may be imposed by any Governmental Authority on the sale of Electricity to User. User shall provide Developer with its exemption certificate or documentation which may be necessary for Developer to demonstrate to such Governmental Authority that no sales or use taxes should be imposed on User as a municipal corporation.

(iii) In the event User intends to assess real or personal property taxes against Developer (or any Designated Third Party) or against the property subject to the License due to such party's ownership of the System or occupancy of the Premises, subject to Town Meeting approval, the Parties shall enter into a payment in lieu of taxes agreement ("PILOT Agreement") prior to the assessment of any such tax to establish a stable, levelized payment structure regarding payment of such taxes for the Term. If real or personal property taxes are assessed by User against Developer or payments are required to be made under such a PILOT agreement, Developer shall forward bill to the User at the address specified in Section XVIII(a) for payment and such payments shall be paid by the User on behalf of the Developer. If Developer is required to make payments in respect of any real or personal property taxes directly, User shall reimburse Developer for such payment within thirty (30) days of receipt of an invoice from Developer.

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

(f) Guaranteed Annual Electric Output.

(i) Developer guarantees that the System will produce the Guaranteed Annual Electric Output in each Contract Year, as adjusted by the Annual System Degradation Factor, under standard insolation conditions at the Premises. On the first anniversary of the Commercial Operation Date and each anniversary of the Commercial Operation Date thereafter during the Term, the Guaranteed Annual Electric Output shall be decreased by the Annual System Degradation Factor.

(ii) Subject to clause (iii) below, in the event that a Production Shortfall exists in any Contract Year, Developer may be required to pay User a Shortfall Payment as follows:

Shortfall Payment \$ = Shortfall Amount kWh x Specified Rate \$/kWh

The Specified Rate is provided in Attachment C.

(iii) For purposes of calculating a Shortfall Payment under clause (ii) above, the Production Shortfall shall be adjusted as reasonably determined by Developer (in accordance with Federal Emergency Management Program (FEMP) metering guidelines to the extent applicable) due to insolation conditions other than standard insolation conditions, based upon the conditions assumed in the PVSyst model attached hereto as Attachment F, as of the Effective Date, failure, damage or downtime attributable to User or third parties, general utility outages or any failure of any electric grid, Force Majeure, or breaches or omissions of User of any of its obligations hereunder. Within sixty (60) days after each Contract Year, Developer shall provide User with a reconciliation of all production by the System. Credit of the Shortfall Payment, as described herein, shall be User's sole remedy against Developer for failure to meet the Guaranteed Annual Electric Output. Notwithstanding the foregoing, Developer may install additional equipment on the Premises (including without limitation additional solar panels) to prevent or reduce future Production Shortfalls, upon advance approval by User, such approval not to be unreasonably withheld, conditioned or delayed. Developer shall credit User on its next invoice(s) the Shortfall Payment.

(g) Storage System Guarantee. Developer guarantees that the Storage System will meet the PowerPack Guarantee as set forth on Attachment G and subject to the conditions and exclusions set forth on Attachment G. If the Storage System malfunctions during the Term, the Provider must repair or replace equipment to restore it to full working order in accordance with the terms of this Agreement. If the Storage System fails to meet the PowerPack Guarantee in any Contract Year, Developer shall use commercially reasonable efforts to enforce such PowerPack Guarantee and shall pay to User any payments received by Developer under such PowerPack Guarantee from the Battery Manufacturer ("Storage Shortfall Payment") promptly upon receipt by Developer ; provided that Developer shall only be obligated to make such Storage Shortfall Payment to the extent Developer is able to recover such amount from the Battery Manufacturer pursuant to such Battery Manufacturer's PowerPack Guarantee as set forth on Attachment G.

(h) Outages for Maintenance.

(i) The Parties agree that at any time during the Term of the Agreement, User shall be afforded 10 days per Contract Year per System during which some or all of a designated System may be temporarily shut down and taken out of operation so that User may perform repair work on the Premises on which such System is located. User agrees to and shall pay Developer an amount with respect to such work equal to Developer's actual and documented removal, storage, and reinstallation costs. User agrees to make

reasonable efforts to coordinate such repair work to minimize the period of time in which the System or portion thereof is taken out of operation and to mitigate the Developer's loss of revenues by attempting to schedule repair work during times of day and year when insolation is at a minimum.

(ii) If the User requires that a System be temporarily shut down and taken out of operation for repair or reconstruction or work on the Premises for an amount of time exceeding 10 days per Contract Year, User agrees to and shall pay Developer an amount with respect to such work equal to Developer's actual and documented removal, storage, and reinstallation costs plus any estimated Electricity not delivered and any lost SMART Program revenue during such outage (each as estimated based on the portion of the System which has been affected). In either case, following User's notice to Developer containing an assurance that an appropriation has been made for payment of the estimated removal, storage, and reinstallation costs (plus amounts owed for estimated Electricity not delivered and any lost SMART Program revenue, if applicable) in the required amount, Developer shall arrange for removing, storing and re-installing the System at an existing building. Developer shall solicit at least three (3) bids for such removal and re-installation work to demonstrate to User the reasonableness of costs related thereto. User shall reimburse Developer (or, at the Developer's option, make payment directly to the applicable contractor or vendor on Developer's behalf) for the actual documented costs of such removal, storage and reinstallation of the System (plus amounts owed for estimated Electricity not delivered and any lost SMART Program revenue, if applicable) within thirty (30) days following receipt of an invoice from Developer, including reasonably acceptable back up information, with respect thereto.

(iii) With respect to any System which has been temporarily shut down and taken out of operation as provided in this Section 5(g)(i) or (ii), the Electricity output of such shut down System shall be estimated by Developer for the period of such shutdown and such estimated output shall be added to actual System output for purposes of determining whether the Guaranteed Annual Electric Output has been satisfied.

VI. ENVIRONMENTAL AND STORAGE ATTRIBUTES

(a) Title to Environmental and Storage Attributes. All Environmental Attributes and Storage Attributes, Environmental Incentives and Reporting Rights relating to the Systems or the Electricity, other than Alternative On-Bill Credits and Net Metering Credits, if any, will be and remain property of Developer. Developer shall have all right, title, and interest in and to any and all such Environmental Attributes, Environmental Incentives and Reporting Rights that relate to the Electricity during the Term. Notwithstanding the foregoing, Developer acknowledges and agrees that in accordance with the SMART Program, during such time as the System is qualified under the SMART Program and eligible to receive SMART Tariff, title to all Environmental Attributes associated with the Electricity generated by the System during such time shall transfer to the LDC at the Delivery Point.

(b) The purchase of Electricity and the Storage Services hereunder does not include Environmental Attributes; Storage Attributes, Environmental Incentives; or any other attributes of ownership of the System (except as expressly set forth herein), title to which shall rest solely with Developer (except with respect to Environmental Attributes to the extent required to be transferred to the LDC under the SMART Program which shall transfer to the LDC at the Delivery Point). Notwithstanding the foregoing, the Parties agree and acknowledge that Customer shall be entitled to all Net Metering Credits, all Alternative On-Bill Credits and any demand side reduction and capacity tag reduction benefits related to the Electricity and the Storage Services purchased hereunder.

(c) Reporting of Ownership of Environmental Attributes. Developer shall take all reasonable actions necessary to qualify for, register and report the Environmental Attributes relating to the Electricity. User shall not report to any Person that any Environmental Attributes, Environmental Incentives or Reporting Rights relating to the Electricity or the Systems belong to any Person other than Developer.

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

VII. METERING DEVICE AND METERING

(a) Metering Equipment. Developer shall be responsible for providing, installing, owning, operating, and maintaining the Developer Metering Device. Developer shall maintain and test the Developer Metering Device in accordance with Applicable Legal Requirements.

(b) Measurements. Readings of the Developer Metering Device shall be conclusive as to the amount of Electricity delivered to User; *provided*, that if the Developer Metering Device is out of service, is discovered to be inaccurate, or registers inaccurately, measurement of Electricity shall be determined in the following sequence: (i) by estimating by reference to quantities measured during periods of similar conditions when Developer Metering Device was registering accurately; or (ii) if no reliable information exists as to the period of time during which such Developer 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 was equal to (A) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (B) if the period of inaccuracy cannot be determined, one-half (1/2) of the period from the date of the last previous test of such Developer Metering Device through the date of the adjustments, *provided, however*, that, in the case of clause (B), the period covered by the correction shall not exceed three (3) months.

(c) Testing and Correction/User's Right to Conduct Tests. Developer shall conduct such testing of the System as may be required by the LDC and Applicable Law including, without limitation, M&V Option B pursuant to Section 6.12 in FEMP Guidelines 4.0. Each Party and its consultants and representatives shall have the right to witness each test conducted by or under the supervision of Developer to verify the accuracy of the measurements and recordings of the Developer Metering Device. Developer shall provide at least ten (10) days prior written notice to User of the date upon which any such test is to occur. Developer shall prepare a written report, to the satisfaction and approval of the User, which shall not be unreasonably withheld, setting forth the results of each such test, and shall provide User with copies of such written report not later than thirty (30) days after completion of such test. Developer shall bear the cost of the annual testing of the Developer Metering Device and the preparation of the Developer Metering Device test reports.

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

(i) If either Party disputes the accuracy or condition of the Developer Metering Device, such Party shall so advise the other Party in writing setting forth in reasonable detail the reasons it believes the Developer Metering Device is inaccurate including the dates it discovered same.

(ii) The non-disputing Party shall, within fifteen (15) days after receiving such notice from the disputing Party, advise the other Party in writing as to its position concerning the accuracy of such Developer Metering Device and state reasons for taking such position.

(iii) If the Parties are unable to resolve the dispute, then either Party may cause the Developer Metering Device to be tested by an agreed upon and independent third party.

(iv) If the Developer Metering Device is found to be inaccurate by two percent (2%) or less, any previous recordings of the Developer Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of the Developer Metering Device shall bear the cost of inspection and testing of the Developer Metering Device.

(v) If the Developer Metering Device is found to be inaccurate by more than two percent (2%) or if such Developer Metering Device is for any reason out of service or fails to register, then (A) Developer shall promptly cause any Developer Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Electricity delivered during the periods affected by such inaccuracy, service outage or failure to register in accordance with Section 7(b) above, and (C) Developer shall bear the cost of inspection and testing of the Developer Metering Device in accordance with Section 7(c). If as a result of such adjustment the quantity of Electricity for any period is decreased (such quantity, the "***Electricity Deficiency Quantity***"), Developer shall reimburse User for the amount paid by User in consideration for the Electricity Deficiency Quantity by crediting such amount against User's payment obligations under this Agreement, and Developer

shall bear the cost of inspection and testing of the Developer Metering Device. If as a result of such adjustment the quantity of Electricity for any period is increased (such quantity, the “*Electricity Surplus Quantity*”), User shall pay for the Electricity Surplus Quantity at the Electricity Price applicable during the applicable Contract Year.

VIII. LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; FORCE MAJEURE

(a) System Loss.

(i) Developer shall bear the risk of any System Loss, except to the extent such System Loss results from the negligence of User or User’s agents, representatives, vendors, employees, or contractors (collectively, “*User Misconduct*”).

(ii) Partial Loss. In the event of any System Loss that results in less than total damage, destruction or loss of the System, this Agreement will remain in full force and effect and Developer will, at Developer’s sole cost and expense, subject to the provisions below, repair or replace the System as quickly as practicable. Subject to M.G.L. c. 258, to the extent applicable, to the extent of any System Loss that results in less than total damage, destruction or loss of the Systems, and is caused by User Misconduct, User shall promptly upon demand from Developer pay any and all costs and expenses of such repair or replacement, including any lost revenues for sales of Electricity and loss of Environmental Attributes, Environmental Incentives and Reporting Rights based upon the estimated energy production capacity of the System in the relevant Contract Year, to the extent allowable by law.

(iii) Total Loss. In the event of any System Loss that, in the reasonable judgment of Developer, results in total damage, destruction or loss of the Systems, Developer shall, within sixty (60) Business Days following the occurrence of such System Loss, notify User whether Developer is willing, notwithstanding such Systems Loss, to repair or replace the Systems. In the event that Developer notifies User that Developer is not willing to repair or replace the System following a total loss, this Agreement will terminate automatically effective upon the receipt of such notice by User and Developer shall within a reasonable time remove the System from the Premises in accordance with Section IV. Subject to M.G.L. c. 258, to the extent applicable, if such System Loss was caused by User Misconduct, User shall pay to Developer, as liquidated damages, a proportional amount (based on the extent of the System Loss caused by User Misconduct) of the User Termination Payment as of such termination date. Payment shall be made by User directly only after any claim is processed by User’s insurer, and payment is denied. Otherwise, Developer agrees to accept the payment tendered by User’s insurer.

In the event that Developer notifies User that Developer is willing to repair or replace the Systems following a total loss, the following shall occur, (A) this Agreement will remain in full force and effect, (B) Developer will repair or replace the System as quickly as practicable, and (C) if such System Loss has been caused partially or totally by User Misconduct, User shall, upon demand from Developer, pay a proportional amount (based on the extent of the System Loss caused by User Misconduct) of any and all costs and expenses of such repair or replacement, lost revenues for sales of Electricity, loss of Environmental Attributes and Environmental Incentives and Reporting Rights, in each case based upon the estimated energy production capacity of the system in the relevant Contract Year, to the extent allowable by law. Payment shall be made by User directly only after any claim is processed by User's insurer, and payment is denied. Otherwise, Developer agrees to accept the payment tendered by User's insurer.

(b) Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "**Claiming Party**") gives written notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within ten (10) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure, but the period of time to pay shall be extended if User is prevented from paying due to Force Majeure). The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For greater clarity, the Guaranteed Annual Electric Output shall be adjusted or pro-rated for any period of time the Systems are not generating Electricity due to Force Majeure.

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

(d) Change in Law. In the event that a change in Law occurs, including without limitation, a change in the SMART Tariff, or the administration of interpretation thereof by the Massachusetts Department of Public Utilities or the LDC ("Change in Law") which (a) materially restricts the ability of Developer to deliver Electricity generated by the Systems to User or the ability of Electricity generated by the Systems to be delivered to the LDC or the ability of User to receive Alternative On-Bill Credits or Net Metering Credits, or (c) otherwise materially impacts the ability of either Party to perform its obligations or receive the economic benefits contemplated under this Agreement, including changes in Law that result in a material increase in Developer's costs of construction and installation, or operation of one or more Systems, then, upon a Party's receipt of notice of such Change in Law from the other Party, the

Parties shall promptly and in good faith endeavor to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and burdens originally intended by the Parties, subject to Applicable Legal Requirements. If the Parties are unable, despite good faith efforts, to reach agreement on an amendment or restatement within one hundred twenty days, either Party may terminate this Agreement.

IX. EVENTS OF DEFAULT; REMEDIES

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

- (i) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within ten (10) Business Days after receipt of written notice;
- (ii) any representation or warranty made by such Party in this Agreement (including the SLP) is false or misleading in any material respect when made or when deemed made or repeated;
- (iii) the failure to perform any material covenant or obligation set forth in this Agreement, including the SLP (except to the extent constituting a separate Event of Default); provided, that the Defaulting Party shall have sixty (60) days after receipt of written notice of default to cure the alleged breach, or if the Defaulting Party has diligently commenced to cure such breach during such sixty (60) day period but additional time is needed to cure the breach, the defaulting Party shall have an additional thirty (30) days to cure;
- (iv) such Party becomes Bankrupt, or any assignment shall be made by the Developer or by any guarantor of the Developer for the benefit of creditors, or if a petition is filed by the Developer or by any guarantor of the Developer for adjudication as a Bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Developer and such involuntary petition is not discharged within ninety (90) days thereafter, in any of those events the User may terminate this Agreement upon written notice to the Developer;
- (v) such Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within five (5) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party, or the occurrence of a payment default by the insurer of such Party under any insurance policy provided hereunder;
- (viii) failure by the Developer to commence construction of the System on or before the Outside Construction Commencement Date (provided that User may not exercise any remedy with respect to such failure and waives any right of termination following the Construction Commencement Date).

(b) Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing beyond applicable notice and cure periods, the other Party (the “**Non-Defaulting Party**”) shall, without (except as otherwise provided in Section IX) limiting the rights or remedies available to the Non-Defaulting Party under this Agreement or applicable Law, but subject to the provisions of Section XIX, have the right to any of the following: (a) by notice to the Defaulting Party, to designate a date, not earlier than twenty (20) Business Days after the date such notice is effective, as an early termination date (“**Early Termination Date**”) in respect of this Agreement; (b) to withhold any payments due to the Defaulting Party under this Agreement; (c) to suspend performance due to the Defaulting Party under this Agreement; and (d) exercise all other rights and remedies available at law or in equity to the Non-Defaulting Party.

(c) User Rights Upon Termination for Default. In the event that User is the Non-Defaulting Party and elects to terminate this Agreement as provided in Section IX, User shall, at its sole and exclusive option and in its sole and absolute discretion (i) require Developer to remove the Systems as provided in Section IV above and pay the Developer Termination Payment plus Costs to User. In the event that User elects either of the foregoing remedies, such express remedy and any associated measure of damages shall be the sole and exclusive remedy available to User as a result of termination of this Agreement subject, however, to subsection (h) below.

(d) Developer Rights Upon Termination for Default. In the event that Developer is the Non-Defaulting Party and elects to terminate this Agreement as provided in Section IX, Developer shall, at its sole and exclusive option and in its sole and absolute discretion, remove the Systems and require User to pay the User Termination Payment plus Costs to Developer. In the event that Developer elects the foregoing remedy, such express remedy and any associated measure of damages shall be the sole and exclusive remedy available to Developer as a result of termination of this Agreement subject, however, to subsection (h) below.

(e) Termination Payment Notice. In the event that a Non-Defaulting Party elects to require payment of the User Termination Payment or Developer Termination Payment as provided in Section IX herein, then, as soon as practicable after calculation of the User Termination Payment or Developer Termination Payment by such Party, the Non-Defaulting Party will notify the Defaulting Party of the amount of the such termination payment and any amount otherwise due and outstanding under this Agreement. Such notice will include a written statement explaining in reasonable detail the calculation of such amount. The Defaulting Party shall pay the applicable termination payment and any amount otherwise due and outstanding under this Agreement to the Non-Defaulting Party within thirty (30) Business Days after the effectiveness of such notice. For purposes of this subsection (e), the Developer Termination Payment shall be pro-rated based on the number of elapsed months in the year payment is to occur and the User Termination Payment shall be as of the month of termination.

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

(g) Remedies Cumulative. Except as otherwise provided in Sections VIII(a), VIII(c), IX(c) and IX(d), the rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

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

X. INVOICING AND PAYMENT

(a) Invoicing and Payment. Developer will bill User on a monthly basis and User shall pay such invoice not later than forty-five (45) days after receipt of the applicable invoice (or, if such day is not a Business Day, then on the next Business Day). Each Party will make payment by electronic funds transfer, or by other mutually agreeable method(s), 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.

(b) Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this Agreement at any time within three (3) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment on the applicable payment due date, and to give notice of the objection to the other Party.

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

XI. REPRESENTATIONS AND WARRANTIES; USER ACKNOWLEDGEMENT

(a) Representations and Warranties. Each Party represents and warrants to the other Party that:

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

(ii) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in

accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other Applicable Legal Requirements affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

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

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

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

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

(c) The Developer shall furnish all supplies, equipment, and labor necessary for the performance of the services and/or delivery of equipment required by this Agreement and warrants that it has in its employ, and throughout the term of the Agreement or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in performing electricity generation services required by this Agreement, such that the Developer's obligations under the Agreement will be carried out in a prompt, safe and professional manner.

(d) The Developer further warrants that it is experienced in providing electricity generation services.

(e) The Developer shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including without limitation statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Agreement and any extension or renewal thereof. Without limitation, the Developer shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Agreement shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

If the Developer discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule,

regulation, or order, the Developer shall promptly, before commencing services under this Agreement, report the same to the User in writing.

(c) Additional Representations by User.

The User represents that:

(i) User is duly formed and validly existing under Massachusetts law and that the individual(s) executing this Agreement on behalf of User is/are authorized and empowered to bind User.

(ii) User has the full right, power and authorization to enter into and perform this Agreement and each of User's obligations and undertakings under this Agreement, and User's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of Massachusetts law.

(iii) All consents and approvals necessary to the User's execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

(iv) User will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

(v) If User's performance under this Agreement depends upon the appropriation of funds by its governing body, and if the governing body fails to appropriate the funds necessary for performance, then the User shall provide written notice to Developer, and User may cancel this Agreement effective at the end of the then-current fiscal year without further obligation except for the payment of the User Termination Payment and for any services already performed by Developer prior to the effective date of termination. User covenants to include the payments required to fulfill its obligations under this Agreement in any annual (or other) budget submitted for approval by the appropriate governing body and to take all necessary action to ensure funds are available at all necessary times to satisfy its obligations hereunder.

(vi) Except as previously disclosed in writing to Developer, to User's knowledge there are no facts, circumstances or other matters that may interfere with or delay the construction and installation of the Systems.

(vii) User represents, that it is the fee owner of and has good, lawful and marketable title to the Premises free of any liens, encumbrances, restrictions or covenants which may impact Developer's proposed occupancy. User shall deliver to Developer copies of any title policies, deeds, orders of taking or other instruments evidencing the fact of User's fee ownership of the Premises. In the event that any encumbrance, easement, restriction, covenant or similar instrument is found to impact, prohibit or adversely affect Developer's ability to install, maintain or operate the Systems, or interferes with installation to the Systems, User shall make all commercially reasonable efforts to discharge, modify, amend or subordinate any such instrument so that Developer's rights hereunder are not adversely impacted.

(viii) (1) User, to the best of its knowledge, is and has been, in compliance with all Environmental Laws; (2) to the knowledge of User, none of the Premises are in violation of

Environmental Laws; (3) to the knowledge of User, the System is not located in, on or around any property where Hazardous Substances or other contamination has been Released into the soil or groundwater in violation of Environmental Laws; (4) User has not received written notice from any governmental authority or of any actual or potential violation of or liability under any Environmental Laws with respect to the Premises. To the extent permitted by law, including, without limitation Article LXXXIX of the Articles of Amendment to the Massachusetts Constitution, User shall indemnify, protect, defend, and hold harmless Developer and any Designated Third Party (defined in Section 19) for any claims which result from User's receipt handling, use, storage, transportation, generation, discharge, Release and/or disposal of Hazardous Substances in violation of Applicable Legal Requirements in, on or around the Premises, including Hazardous Substances existing in, on or around any of the Premises prior to Developer's installation of the System. As used herein "**Environmental Laws**" means any law, act, order, by-law, regulation, judgment, decree of or by any Governmental Authority and all licenses and permits which may at any time be applicable to a Party's rights and obligations hereunder and which are for the protection of the environment or human health and safety including but not limited to the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substances Control Act.

XII. LIMITATIONS

(a) Limitation of Remedies, Liability and Damages. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the obligor's liability will be limited to actual direct damages only, and such direct actual damages will be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. It is agreed by the Parties that the User Termination Payment and Developer Termination Payment are considered to be direct damages. In no event shall either Party be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, including but not limited to, loss of profits or revenue, downtime costs, loss of use of any property, cost of substitute equipment or facilities, whether arising in tort, contract or otherwise. This Section XII shall survive termination of this Agreement. For greater clarity, the Parties agree that the User Termination Payment and Developer Termination Payment do not constitute consequential, incidental, punitive, exemplary or indirect damages. Notwithstanding anything in this Agreement to the contrary, Developer's economic liability to User under this Agreement shall not exceed a total amount for all claims by User against Developer of One Million Dollars (\$1,000,000); provided, that (a) Developer's liability for death, bodily injury, disability, or property damage shall not be subject to such limitation, and (b) claims by User for indemnity against third party liability pursuant to Section XV hereof and any Developer Termination Payment due under this Agreement shall not be subject to such limitation.

(b) EXCEPT AS EXPRESSLY DISCUSSED IN SECTION XI, THE ELECTRICITY PROVIDED TO USER WILL BE AS IS, WHERE IS, AND ALL OTHER WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY DEVELOPER. USER ACKNOWLEDGES THAT ELECTRICITY FROM THE SYSTEM IS INTERMITTENT, AND USER IS RESPONSIBLE FOR MEETING ANY AND ALL OF ITS ENERGY NEEDS NOT MET FROM THE SYSTEM-GENERATED ENERGY AT USER'S SOLE COST AND EXPENSE. USER IS RESPONSIBLE FOR INSTALLATION AND OPERATION OF ANY EQUIPMENT ON USER'S SIDE OF THE DELIVERY POINT NECESSARY FOR ACCEPTANCE AND USE OF THE ELECTRICITY.

XIII. SYSTEM PURCHASE AND SALE OPTIONS

(a) Grant of Purchase Option. For and in consideration of the payments made by User under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Developer hereby grants User the right and option to purchase all of Developer's right, title and interest in and to the Systems Assets (with respect to any one System, more than one System or all Systems), to be exercised on the seventh (7th), the eleventh (11th) or sixteenth (16th) anniversaries of the Commercial Operation Date or upon the expiration of this Agreement, on the terms set forth in this Agreement (the "Purchase Option"). User shall provide a written notice not later than (a) one hundred eighty (180) days prior to said anniversaries or the end of the Term (the "Option Notice") to Developer that it wishes to exercise the Purchase Option. The Purchase Option may be exercised by User during the Exercise Period (defined below) following a Final Determination (defined below) or following the Developer's waiver of such Final Determination.

(b) Developer Request for Appraisal of Facilities Value. Not later than twenty (20) Business Days after receipt of the Option Notice, Developer shall have the right to provide a written notice to User requiring a determination of the Fair Market Value of each of the Systems which are the subject of such notice. Fair Market Value shall be determined pursuant to Section XIII(c) and (d) by the Independent Appraiser.

(c) Selection of Independent Appraiser. Within twenty Business Days after receipt of a notice provided under subsection (b), User and Developer shall mutually agree upon an Independent Appraiser. If Developer and User do not agree upon the appointment of an Independent Appraiser within twenty-four (24) Business Days, then at the end of such twenty-four (24) Business Day period, two proposed Independent Appraisers shall, within five (5) Business Days of each Party's notice, select a third Independent Appraiser (who may be one of the Independent Appraisers originally designated by the Parties or another Independent Appraiser) to perform the valuation and provide notice thereof to Developer and User. Such selection shall be final and binding on Developer and User.

(d) Determination of Purchase Price. The selected Independent Appraiser shall, within twenty (20) Business Days of appointment, make a determination of the Fair Market Value (the "**Final Determination**") which shall specify the "Final Appraised Value" of the System. Upon making such Final Determination, the selected Independent Appraiser shall provide such Final Determination to Developer and User, together with all supporting

documentation that details the calculation of the Final Determination. Except in the case of fraud or manifest error, the Final Appraised Value of the selected Independent Appraiser shall be final and binding on the Parties.

(e) Calculation of Purchase Price. The “**Purchase Price**” payable by User for the System Assets shall be equal to the higher of the User Termination Payment or the Final Appraised Value as determined by the Independent Appraiser.

(f) Costs and Expenses of Independent Appraiser. In the event User purchases the System pursuant to its option in subsection (b) above, Developer and User shall each be responsible for payment of one half of the costs and expenses of the Independent Appraiser. If User elects not to purchase the Systems upon receiving the Final Appraised Value, Developer and User shall each be responsible for payment of one half of the costs and expenses of the Independent Appraiser.

(g) Exercise of Purchase Option. User shall have twenty (20) Business Days from the date of the Final Determination (such period, the “**Exercise Period**”) to exercise the Purchase Option, at the Purchase Price. User must exercise its Purchase Option during the Exercise Period by providing a notice (an “**Exercise Notice**”) to Developer, and specifying a closing date for the purchase and sale of the Systems (the “**Transfer Date**”). Once User delivers its Exercise Notice to Developer, such Exercise Notice shall be irrevocable.

(h) Terms of Systems Purchase. On the Transfer Date (a) Developer shall surrender and transfer to User all of Developer’s right, title and interest in and to the System Assets, and shall retain all liabilities arising from or related to the System Assets prior to the Transfer Date, (b) User shall pay the Purchase Price, by 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 and assumption of contract rights containing no representations or warranties, except as to title, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System in User on an AS-IS, WHERE-IS basis, and (ii) deliver such other commercially reasonable ancillary documents as may be reasonably necessary to complete the sale of the System Assets to User.

(i) Transfer Date. The closing of any sale of the Systems (the “**Transfer Date**”) pursuant to this Article will occur no later than thirty (30) Business Days following the date of the Exercise Notice.

XIV. INSURANCE

(a) The Developer shall provide and maintain throughout the Term, including any extension and renewal period, the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the

amount of in the amount of \$500,000 by accident, each accident/\$500,000 by disease, each employee/\$500,000 by disease, policy limit.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, covering errors and omissions, \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
- e. Excess Liability Insurance, Umbrella Form - \$2,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, professional liability insurance, and employer's liability under workers' compensation insurance.
- f. Pollution/environmental liability insurance - a \$5,000,000 claims-made contractor's pollution liability policy providing coverage for third party bodily injury , property damage, clean up costs and defense costs which arise from operations performed by or behalf of Ameresco
- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, Pollution/Environmental, and Automobile Liability Insurance.
- g. Developer shall provide written notice to the Town of Natick at least thirty (30) days prior to the effective date of any cancellation or material amendment of such policies.
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the User at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement.
- i. The Developer shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, pollution/environmental, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

(b) During the Term, User shall, at its sole cost and expense, maintain only the Commercial General Liability insurance coverage under Section XIV subsection (a)(b.) above and name Developer as additional insured on such commercial general liability policy with respect to each Premises.

XV. INDEMNIFICATION

To the fullest extent permitted by law, the Developer shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind ("Losses") from or to third parties which arise out of the performance of Developer's work, provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent or intentional acts or omissions of the Developer, its employees, agents, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts Developer is legally liable. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the User, but the Developer's obligation to pay Losses shall be reduced in proportion to the percentage by which the User's negligent or intentional acts, errors or omissions caused the Losses.

Neither the Town of Natick, nor its officers, employees, boards, commissions, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement.

The provisions of this section shall survive the expiration or earlier termination of the Agreement.

XVI. CONFIDENTIALITY

(a) Confidentiality. Neither Party will use any Confidential Information for any purpose except such Party's performance under this Agreement or except where disclosure is required by law. Furthermore, neither Party will disclose any Confidential Information to any

third party (other than (and then only for purposes permitted by this Agreement) the Party's or the Party's Affiliates' officers, employees, lenders, counsel, accountants or advisors (collectively, "**Representatives**") who have a need to know such information for the purposes permitted by this section and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein) except in order to comply with the requirements of any applicable Law or any exchange, control area or independent system operator rule, tariff or agreement, by final judgment or order of a court of competent jurisdiction, or in connection with any judicial or regulatory proceeding or request by a Governmental Entity; *provided, however*, that each Party will use reasonable efforts to prevent or limit any such disclosure. "**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 Agreement and the Systems and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term.

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

XVII. DISPUTE RESOLUTION

Disputes regarding changes in and interpretations of the terms or scope of the Agreement and denials of or failures to act upon claims shall be resolved according to the following procedures:

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

(b) In the event that any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, cannot be settled or resolved amicably by the Parties during the twenty (20) Business Day period of good faith negotiations provided for above, then either or any Party hereto may resort to any and all available judicial proceedings in a court of competent jurisdiction.

XVIII. NOTICES

(a) Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing except where this Agreement expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery. Notice

by hand delivery or overnight delivery will be deemed to have been received when delivered. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to the User:

James Errickson
Deputy Town Administrator for Operations
Town of Natick
13 East Central Street
Natick, MA 01760

With copies to: Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Developer: Natick West Fire Station Solar LLC
111 Speen Street, Suite 410
Framingham, MA 01701

a copy to: Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701
Attention: General Counsel

(b) Emergency. The Parties shall designate certain individual(s) as their respective points of contact to be available, on-call, in emergencies (either Party may change the individuals by providing written notice of same in accordance with the provisions of this section).

User: James Kane, Director of Facilities
Telephone: 508-745-7377 (Mobile)
508-647-6504 (Office)

William Chenard, Deputy Town Administrator, Operations
Telephone: 508-962-1374 (Mobile)
508-647-6404 (Office)

Jillian Wilson Martin, Sustainability Coordinator
Telephone: 774-217-1717 (Mobile)
508-647-6555 (Office)

Developer: John Occhialini, Asset Manager
Telephone: 781-690-3800 (Mobile)
Email: jocchialini@ameresco.com

William Miller, Electrical Project Manager

Telephone: 508-661-2297 (Office)

508-494-8654 (Mobile)

Email: bmill@ameresco.com

Don LaDue, Operations Technician

Telephone: 207-438-9120 (Office)

603-343-3640 (Mobile)

Email: dladue@ameresco.com

Will Bland, Maintenance Services Manager

Telephone: 508-598-3013 (Office)

603-817-8007 (Mobile)

Email: wbland@ameresco.com

XIX. ASSIGNMENT; BINDING EFFECT; FINANCING PROVISIONS

(a) Assignment; Binding Effect. Except as provided in this Agreement, neither Party shall have the right to assign or transfer, whether voluntarily or by operation of law, any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided that, in the case of an assignment or transfer by the Developer, User may withhold consent to any assignee of Developer who does not demonstrate to User's reasonable satisfaction that it has, or will contract with contractors who have, sufficient professional experience, operational capabilities and financial integrity and capacity to construct, operate and maintain the Facilities and fulfill the other obligations of Developer hereunder.

(b) Permitted Assignment by Developer. Notwithstanding anything to the contrary herein, Developer may assign all or any part of, or a portion of its rights and obligations hereunder to (i) to one or more Affiliates of Developer, who have the capacity and integrity to perform hereunder equivalent or better than Developer, (ii) to any right or obligation under, this Agreement, whether voluntarily or by operation of law, and person succeeding to all or substantially all of the assets of Developer, (iii) to an entity that acquires the Project or, prior to the construction of the Project, the development rights thereto (each, a "***Permitted Transfer***"). In the event of any such assignment, Developer shall provide advance written notice to User of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or as of the closing of such transaction will assume) all or a portion of the Developer's rights and obligations under this Agreement. User agrees to promptly execute any document reasonably requested in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. If such assignment is a full assignment of all of Developer's rights, and obligations under this Agreement, then Developer shall have no further liability arising under this Agreement after the effective date of the assignment.

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

(c) User agrees that this Agreement (including without limitation the license provisions) shall survive any transfer of the Premises. In furtherance of the foregoing, User agrees that it shall cause any purchaser, assignee, or mortgagee of the Premises to execute and deliver to Developer an assignment and assumption of this Agreement simultaneously with the transfer of the Premises to such purchaser, assignee or mortgagee. Such assignment and assumption agreement shall contain an acknowledgement by the purchaser, assignee or mortgagee that it has no interest in the Systems and shall not gain any interest in the Systems by virtue of the transfer, other than the rights of User hereunder.

(d) Financing Provisions. Notwithstanding any contrary provisions contained in this Agreement, including without limitation Section XIX(a) and XIX(b), User specifically agrees, without any further request for prior consent but with advance written notice to User, to permit Developer to assign, transfer or pledge its rights under this Agreement and its rights and title to the Systems for the purpose of obtaining financing or refinancing in connection with the Project (including, without limitation, pursuant to a sale-leaseback or partnership flip transaction) and to sign any agreement reasonably requested by Developer or its lenders to acknowledge and evidence such agreement. The User agrees to cooperate with Developer in the negotiation and execution of any reasonable amendment or addition to this Agreement required by the financing parties so long as such amendment or addition does not in any way materially alter or amend the rights and obligations of the User herein.

(e) Third Party Rights.

(1) Notice to Designated Third Party. User agrees to give copies of any notice provided to Developer by User under Section 9 to any assignee or transferee permitted pursuant to Section 19 (each, a “Designated Third Party”).

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

(3) Performance of Developer Obligations. A Designated Third party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Developer hereunder or cause to be cured any default of Developer hereunder in the time and manner provided by and subject to the terms of this Agreement. Nothing herein requires the Designated Third Party to cure any default of Developer under this Agreement or (unless such party has succeeded to the Developer’s interests under this Agreement) to perform any act, duty or obligation of Developer under this Agreement, but User hereby gives such party the option to do so,

provided any such cure, act, duty or obligation is performed in accordance with the terms of this Agreement.

(4) Exercise of Remedies. Upon the exercise of secured party remedies, including any sale of one or more of the Systems by a Designated Third Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Developer to the Designated Third Party (or any assignee of the Designated Third Party) in lieu thereof, the Designated Third Party shall give notice to User of the transferee or assignee of this Agreement. Any such exercise of secured party remedies shall not constitute a default under this Agreement, unless the act of exercising such remedy itself constitutes an Event of Default.

(5) User agrees that each Designated Third Party is a third party beneficiary of the provisions of this Section.

(6) User shall not exercise any rights to terminate or suspend this Agreement unless it shall have given the Designated Third Party a copy of prior written notice of its intent to terminate or suspend this Agreement specifying the condition giving rise to such right, and the Designated Third Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within ninety (90) days after Developer's cure period expires with respect to payment defaults and one hundred twenty (120) days with respect to all other defaults. The parties' respective obligations will otherwise remain in effect during any cure period.

(7) If pursuant to an exercise of remedies by a Designated Third Party, such party or its assignee shall acquire control of the Systems and this Agreement, and shall within the time periods describe in the preceding paragraph (6) cure all defaults capable of being cured under this Agreement existing as of the date of such change in control in the manner required by this Agreement, then such person or entity shall no longer be in default under this Agreement and this Agreement shall continue in full force and effect.

(f) User agrees to cooperate with Developer and its financing parties in connection with any financing or refinancing of all or a portion of the Systems. In furtherance of the foregoing, as Developer or its financing parties request from time to time, User agrees, subject to the other provisions of this Agreement, to (i) execute any consents to assignment or acknowledgements, (ii) negotiate and deliver such reasonable estoppel certificate as an existing or prospective Designated Third Party may reasonably require, and (iii) furnish such reasonable information as Developer and its financing parties may reasonably request.

XX. MISCELLANEOUS

(a) Amendment and Restatement; Contract Drafting. The Parties acknowledge that they jointly participated in the drafting of this Agreement, jointly participated in the choice of language used in this Agreement, and have each reviewed all of the terms of this Agreement. This document has not been proffered by one Party to the exclusion of the other Party. If any ambiguous word or phrase is found in this Agreement, the canon of construction requiring that

any such word or phrase be construed against the drafter shall not be applied to determine the true meaning of that ambiguous word or phrase.

(b) Waiver. No action or failure to act by either party shall constitute a waiver of a right or duty afforded to the other party under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the other party. No waiver by one party of any default or breach by the Developer shall constitute a waiver of any subsequent default or breach by the other party.

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

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

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

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

(g) Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without resort to any principles of law that would call for the application of the laws of any other jurisdiction. Each of the Parties consents to the jurisdiction of the state or federal courts of the Commonwealth of Massachusetts with respect to all disputes arising under or out of this Agreement. Any action at law or suit in equity instituted by the Developer as a result of the performance, non-performance or alleged breach of this Agreement or arising out of the subject matter of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

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

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

(j) No Third Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind other than each successor, permitted assignee and any Designated Third Party.

(k) Relationship of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose, unless expressly stated otherwise herein. The Developer shall provide services under this Agreement as an independent contractor with the User and not as an employee of the User. No employee, agent or representative of the Developer shall be entitled to receive any benefits of employment with the User, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

(l) Authority to Speak. Neither Party shall represent or purport to represent that it speaks for the other party vis-à-vis the media or the public at-large without the other party's express, written consent in advance.

(m) Nondiscrimination. The Developer shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The aforesaid provision shall include, but not be limited to the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms, conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Developer shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination or other applicable agency of the Commonwealth of Massachusetts setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Developer shall also undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, and to eliminate and remedy any effects of such discrimination in the past.

(n) No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Agreement or the attached SLP shall be deemed to be an agreement by User to issue or cause the issuance of any Approval.

(o) Prevailing Wage Rate. The Division of Occupational Safety has established a Schedule listing the prevailing minimum wage rates that must be paid to all workers employed on the Agreement by either the Developer or its subcontractors. Such Schedule shall continue to be the minimum rate of wages payable to workers on this Agreement throughout the term of this Agreement. The Developer shall not have any claim for extra compensation from the User if the actual wages paid to employees on the Agreement exceeds the rates listed on the Schedule. The

Developer shall cause a copy of the Schedule to be kept in a conspicuous place at the project site during the term of this Agreement (see MGL c.149 §27). If reserve police officers are employed by the Agreement they shall be paid the prevailing wage rate of regular police officers (see MGL c.149 §34B).

(p) Survivorship. The provisions of Articles IV(g), IV(h), IX(h), XII, XV, XVIII, shall survive the expiration or earlier termination of this Agreement.

(q) Emergency Contacts. Prior to commencing services under this Agreement, the Developer shall furnish the User, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

(r) Certification of Non-Collusion. By entering into this Agreement, the Developer certifies under penalties of perjury that its proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(s) Certification of Tax Compliance. By entering into this Agreement, the Developer certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

(t) Conflict of Interest Statement. The Developer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Developer with respect to the services required to be provided under this Agreement. The Developer and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Conflict of Interest Certification. The Developer certifies as follows:

1. The Developer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of an Agreement pursuant to this RFP.
2. No consultant to, or subcontractor for, the Developer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Developer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of an Agreement by the Developer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Developer has been retained or hired to solicit for or in any way assist the Developer in obtaining the Agreement upon an agreement or understanding that such person, corporation or entity be paid

a fee or other compensation contingent upon the award of an Agreement to the Developer.

(u) International Boycott. DELETED.

(v) Statutory Provisions. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Agreement, any statutorily-mandated provisions contained herein shall control.

(w) Manner of Construing Agreement. This Agreement shall be governed by and construed in accordance with Massachusetts law, regardless of choice of law issues or principles.

(x) Sealed Instrument. This Agreement is executed as a sealed instrument.

[SIGNATURE PAGE FOLLOWS]

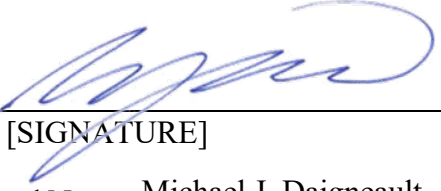
IN WITNESS WHEREOF, the Parties hereto have executed this SOLAR POWER PURCHASE AGREEMENT under seal as of the day and year first above written.

USER: TOWN OF NATICK

DEVELOPER:

**Natick West Fire Station Solar LLC
By Ameresco, Inc., its sole member**

By the _____

By: 
[SIGNATURE]

Printed Name: Michael J. Daigneault

Printed Title: Senior Vice President

Dated: 6/25/20

Dated: _____

Approved as to the Availability of
Appropriation

Approved as to Form Only (and not as to
Substance):

Name: Arti Mehta
Title: Comptroller, Town of Natick

Karis L. North, Esq.

Date: _____

Date: _____

ATTACHMENT A
DESCRIPTION OF THE PREMISES

Name: Natick West Fire Station

Address: 268 Speen St, Natick, MA 01760

Site Photo:



ATTACHMENT B
DESCRIPTION OF SYSTEMS

Name: West Natick Fire Station

Address: 268 Speen Street, Natick, MA 01760

The final System Description shall be the final As-Built drawings to be provided after the Commercial Operation Date.

General System Description:

1. System Size DC: 64.80 kW DC at STC capacity
2. System Size AC: 43.2 kW AC

Solar PV Panels:

1. Manufacturer: Jinko
2. Model Number: JKM400M-72HL-V
3. Module Wattage: 400W
4. Panel Count: 162
5. Type: Polycrystalline 72-cell Modules
6. Array 1, tilt: 5 degrees from horizontal and oriented 15 degrees east of south
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97.5% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer: SolarEdge
2. Model Number: SE43.2KUS
3. Number and size to be installed: (1) SE43.2KUS
4. String size and Quantity: Sub-array 1: 9 strings of 18 modules
5. Warranty Information: 10 year warranty

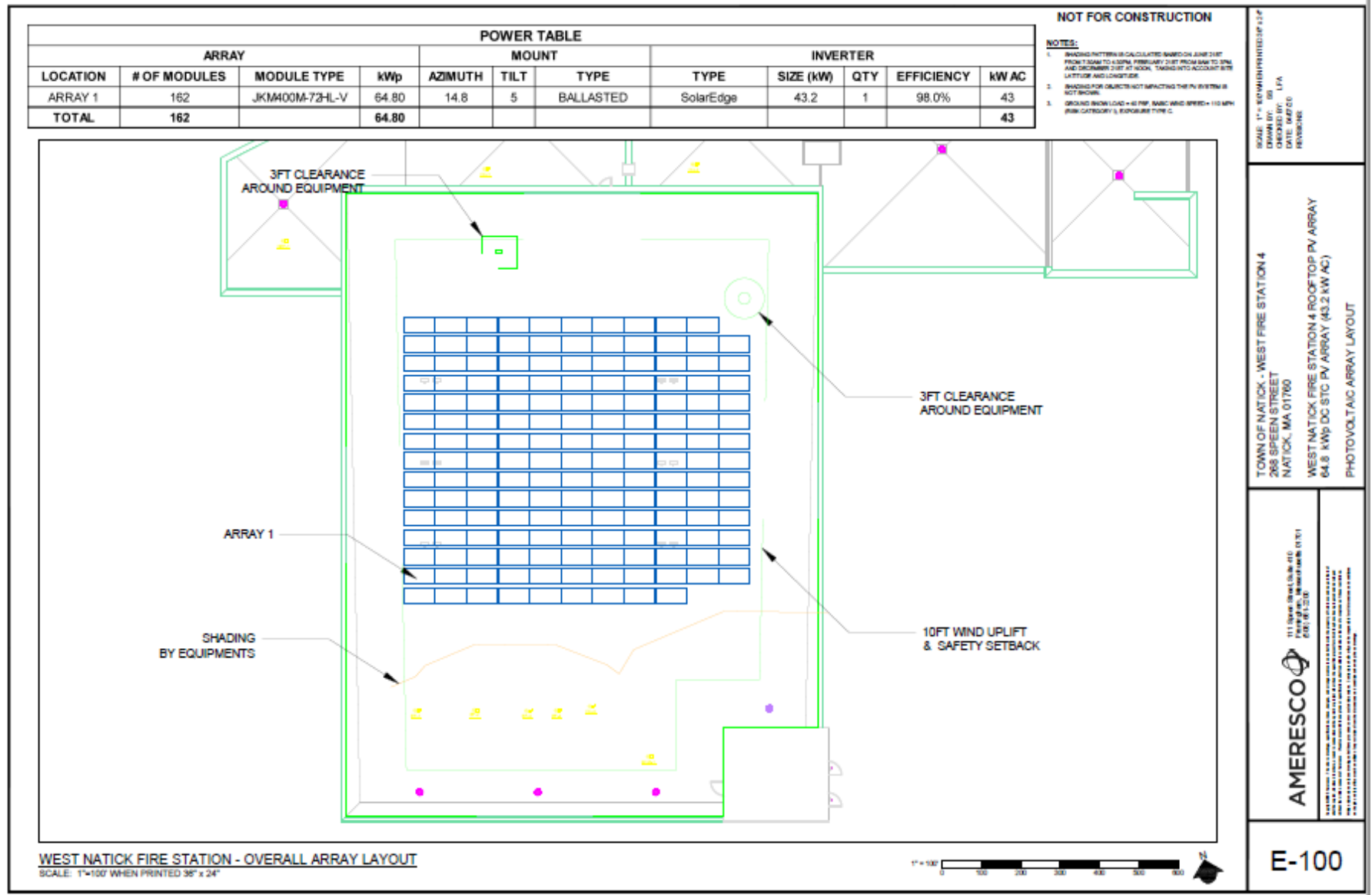
Mounting System:

1. Manufacturer: Panel Claw
2. Model: clawFR 5
3. Type: Ballasted

Data Acquisition System (DAS):

1. Draker or equal datalogger, meter, current transformers, weather station, module temperature sensor, kiosk computer and monitor, cell modem, and associated communications plan and monitoring, data storage, and maintenance services.

Solar PV System Layout: West Natick Fire Station



Electrical System Layout: Natick West Fire Station

WIRING AND CONDUIT SCHEDULE																									
ITEM	DESCRIPTION	ID	QUANTITY	VOLTAGE (V)	WIRE (V)	WIRE (A)	WIRE (A)	POWER (W)	DC SCHEDULE																
									CORE REQUIRED CABLE (A)	CORE REQUIRED CABLE (A)	WIRE (A)	INSULATED CONDUCTOR (A)	TRANSFORMER RATING (VA)	MAX CABLE WIRE LENGTH (FT)	WIRE SIZE	CONDUCTOR (CU OR AL)	WIRE AMPLACITY (A)	GRANTED WIRE AMPLACITY (A)	CABLES FOR PPS (NCR 250.122)	WIRE TYPE	R/RATING	V LOSS %	TEMP MAX (DEG)		
1	MODULE	BVW1000-72HL-V	A	162	49.80	43.70	9.60	10.36	480	13.0	16.2	-	1	0.65	4	#12 AWG	CU	30	19.5	NONE	PV WIRE	1.880	-	95 °C	-
2	POWER OPTIMIZER	SQAREEDGE P860	B	81	85.00	-	-	22.00	770	27.5	34.4	-	1	0.65	4	#12 AWG	CU	30	19.5	NONE	PV WIRE	1.880	-	95 °C	-
3	SOURCE CIRCUIT	SOURCE CIRCUIT TO INV 1	C	9	-	880	-	18.00	7,200	-	-	-	0.8	0.91	350	#6 AWG	CU	55	40.04	#6 AWG	PV WIRE	0.778	5.49%	40 °C	-
8.49%																									
ITEM	DESCRIPTION	ID	QUANTITY	VOLTAGE (V)	WIRE (V)	WIRE (A)	WIRE (A)	POWER (W)	AC SCHEDULE																
									CORE REQUIRED CABLE (A)	CORE REQUIRED CABLE (A)	WIRE (A)	INSULATED CONDUCTOR (A)	TRANSFORMER RATING (VA)	MAX CABLE WIRE LENGTH (FT)	WIRE SIZE	CONDUCTOR (CU OR AL)	WIRE AMPLACITY (A)	GRANTED WIRE AMPLACITY (A)	CABLES FOR PPS (NCR 250.122)	WIRE TYPE	R/RATING	V LOSS %	TEMP MAX (DEG)	CORROSION SUPP (ACCORDING TO NCR 250.122)	
4	INVERTER	INV 1 TO EPV 1	D	1	208	120	120	43,200	120.0	150.0	150	1.0	0.91	50	3/0 AWG	AL	375	355	84 AWG	THWNS	0.130	0.05%	40 °C	2" EMT	
	DISCONNECT	EPV 1 TO DISCONNECT	E	1	208	120	120	43,200	120.0	150.0	150	1.0	0.91	20	3/0 AWG	AL	375	355	84 AWG	THWNS	0.130	0.10%	40 °C	2" EMT	
	SWITCHGEAR	DISCONNECT TO SWITCHGEAR	F	1	208	120	120	43,200	120.0	150.0	150	1.0	0.91	30	3/0 AWG	AL	375	355	84 AWG	THWNS	0.130	0.15%	40 °C	2" EMT	
5.04%																									

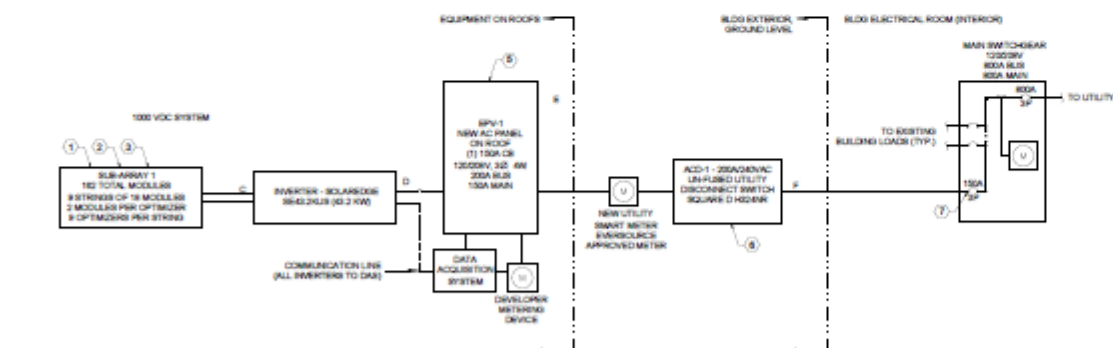


TABLE NOTES

1. ** SLOPE-TIGHT FITTINGS ARE REQUIRED WITH RWT.
2. ALL DC WELD Joints ARE TO BE WELDED FOR BOTH POSITIVE AND NEGATIVE CONDUCTIVITY FOR THE ASSOCIATED EQUIPMENT.
3. ALL AC WELDS LISTED ARE PER WAGS PLUS A MINIMUM.
4. THE INSTALLATION INCLUDES A STRING OF 4 WOODSIES.
5. FOR LOCATION OF EQUIPMENT SEE PG. 10 OF PLAN.

KEYED NOTES:

- [illegible]

GENERAL NOTES:

1. ALL CONDUCTORS AND COMPONENTS OF THE PHOTOVOLTAIC SYSTEM (PV MODULE FRAMES, WIRING, ETC.) AS DISCONNECTED WILL BE BONDED THROUGH A COMMON WIRE TO PROVIDE A CURRENT RETURN TO GROUND IN CASE OF A FAULT. THIS WIRE WILL BE CONNECTED TO THE BUILDING GROUNDING BUSBAR INSIDE THE SWITCHGEAR, AND TO GROUND CONNECTION POINTS OUTSIDE OF THE BUILDING.
2. ALL CONDUCTORS NOT UNDER A SLACK PV MODULES SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE MINIMUM #1 ENT, WATER-TIGHT, SIZED AND SUPPORTED PER NEC.

ELECTRICAL ONE-LINE DIAGRAM
SCALE: NOT TO SCALE

SCALE: NOT TO SCALE
DRAWN BY: ES
DESIGNED BY: LPA
DATE: 04/20
BY: JCH

TOWN OF NATICK - WEST FIRE STATION 4
208 SPEEN STREET
NATICK, MA 01760

WEST NATICK FIRE STATION 4 ROOFTOP PV ARRAY
64.8 kWp DC STC PV ARRAY (43.2 kW AC)

PHOTOVOLT AIC SYSTEM ELECTRICAL DIAGRAM

AMERESCO

111 Spear Street, Suite 410
Palo Alto, CA 94304-1071

E-102

ATTACHMENT C

A. Electricity Price

The Electricity Price shall be equal to the schedule set forth below.

Electricity Price

Contract Year	SMART Block 4 Electricity Price (\$/kWh)	SMART 5 Electricity Price (\$/kWh)	SMART Block 6 Electricity Price (\$/kWh)
1	\$0.0769	\$0.0856	\$0.0949
2	\$0.0769	\$0.0856	\$0.0949
3	\$0.0769	\$0.0856	\$0.0949
4	\$0.0769	\$0.0856	\$0.0949
5	\$0.0769	\$0.0856	\$0.0949
6	\$0.0769	\$0.0856	\$0.0949
7	\$0.0769	\$0.0856	\$0.0949
8	\$0.0769	\$0.0856	\$0.0949
9	\$0.0769	\$0.0856	\$0.0949
10	\$0.0769	\$0.0856	\$0.0949
11	\$0.0769	\$0.0856	\$0.0949
12	\$0.0769	\$0.0856	\$0.0949
13	\$0.0769	\$0.0856	\$0.0949
14	\$0.0769	\$0.0856	\$0.0949
15	\$0.0769	\$0.0856	\$0.0949
16	\$0.0769	\$0.0856	\$0.0949
17	\$0.0769	\$0.0856	\$0.0949
18	\$0.0769	\$0.0856	\$0.0949
19	\$0.0769	\$0.0856	\$0.0949
20	\$0.0769	\$0.0856	\$0.0949

A. Production Guarantee

Natick West Fire Station Solar PV Guarantee Amount	
Estimated First Year's Solar PV Production	76,504 kWh
Guarantee Percentage	80%
Annual System Degradation Factor	0.5%
<i>Contract Year</i>	<i>Guarantee Amount (kWh)</i>
<i>1</i>	61,203
<i>2</i>	60,897
<i>3</i>	60,593
<i>4</i>	60,290
<i>5</i>	59,988
<i>6</i>	59,688
<i>7</i>	59,390
<i>8</i>	59,093
<i>9</i>	58,797
<i>10</i>	58,504
<i>11</i>	58,211
<i>12</i>	57,920
<i>13</i>	57,630
<i>14</i>	57,342
<i>15</i>	57,055
<i>16</i>	56,770
<i>17</i>	56,486
<i>18</i>	56,204
<i>19</i>	55,923
<i>20</i>	55,643

B. LDC = NStar DBA Eversource

C. Decommissioning Assurance Amount = \$7,615

D. Specified Rate = \$0.0809/kWh

ATTACHMENT D: SOLAR LICENSE PROVISIONS

1. Reference is made to the Power Purchase Agreement (“Agreement”) between Town of Natick (“User”), and Natick West Fire Station Solar LLC, a Delaware limited liability company (“Developer”) of which this Attachment D is a part and incorporated by reference. The terms of the Agreement are incorporated by reference herein.

2. License. User hereby grants to the Developer, its employees, contractors and agents, at no cost to Developer, a license (the “License”) that is coterminous with the Agreement to use, have access to, modify, store, install, own, operate, maintain and remove the System on the Licensed Areas. For greater clarity, the Licensed Areas include:

(a) space on each Premises shown on Attachment A of the Agreement where the System will be located, and

(b) the license of sufficient space at the Premises for the installation, operation, maintenance and removal of utility lines, wires, cables, conduits, transformers, inverters, meters, monitoring equipment, communication lines, pipes and utilities and other necessary or convenient equipment for the construction and operation of the Systems and the interconnection of the Systems to the LDC Facilities..

Such License also includes the rights to (a) vehicular and pedestrian ingress and egress to and from the Licensed Areas and across the Premises from the nearest public right-of-way, (b) place monitoring equipment on the License Area to measure solar radiance on the Licensed Area (c) use other parts of the Premises, including the space where the System is located, or is to be located, and utility rooms, as may be reasonably necessary in performance under this Agreement, but only after approved by USER from time to time after consultation with User (provided, however, that at all times the System shall remain the personal property of Developer and shall not be deemed a fixture nor shall USER have any title to, or interest in, the System), (d) have access to and modify, as necessary, and with the prior approval of USER, electrical panels and conduits to interconnect the System with Premises’ electrical wiring, and (e) access to other necessary utilities, such as elevators and restrooms (as necessary), for Developer and its employees, contractors and sub-contractors, and LDC personnel, all as reasonably necessary.

3. Construction Laydown. USER shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation of the System, and access for rigging and material handling. USER, in consultation with User, shall also provide Developer a reasonable area for construction laydown.

4. Term. The Term of the License shall be coterminous with the Agreement.

5. During the Term (unless the Agreement is earlier terminated), USER agrees that it shall not grant any license or other interest in and to the Licensed Area that would materially interfere with the License granted to Developer that would permit or cause shading of the System or that

would otherwise materially impair Developer's ability to obtain the benefit of its rights and to perform its obligations under this Agreement.

6. Developer hereby covenants to pay USER, on or before the Commercial Operation Date, and on or before each anniversary of the Commercial Operation Date during the Term, as and for rent of the License Area, \$1.00 (one U.S. dollar).

7. Access to Premises. Developer will give USER reasonable written or telephonic notice before any entry onto the Premises by Developer's employees, agents or contractors. USER will make available to Developer access to the System and the Licensed Area as reasonably requested by the Developer as needed to perform its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, Developer shall be permitted to access the License Area twenty-four (24) hours a day, seven (7) days a week for emergency purposes, as reasonably determined by Developer. Within twenty-four (24) hours of such emergency access, Developer shall provide USER with a written explanation of the nature of the emergency. All such emergency work shall be diligently prosecuted to completion to the end that such work shall not remain in a partly-finished condition any longer than necessary for completion.

8. Installation, Operation and Ownership of the System. USER hereby consents to the installation of the System on the Licensed Area, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. USER's consent is conditioned on: (a) obtaining prior reasonable approval of USER for all work conducted on the Premises; (b) the installation of the System meeting all Applicable Legal Requirements; (c) operation and maintenance of the System in accordance with all Applicable Legal Requirements; and (e) performance by Developer of all of its obligations under the this Agreement.

Developer will carry out its obligations under this Agreement in such a manner as will not unreasonably interfere with USER's use, occupancy, operation or maintenance of the Premises, as applicable.

USER acknowledges and agrees that USER has no ownership interest in the System and Developer is the exclusive owner and operator of the System, that the System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered or transferred with the fee interest or leasehold rights to the Premises by USER. USER agrees that this Agreement and the right-of-way granted shall run with the Premises and survive any transfer of the Premises. User agrees to execute a Memorandum of License in a commercially reasonable form to be recorded with the registry of deeds in the county where the Premises is located.

In addition, if the System must be moved to or replaced at an alternate location at the Premises during the Term, the alternate location is subject to the approval (such approval not to be unreasonably withheld or delayed) of Developer and USER, and, upon such approval, the obligations of the Parties remain as set forth in this Agreement. The Party requiring such movement or replacement shall be responsible for all associated costs of removal and reinstallation and shall proceed diligently.

USER shall not cause or permit any interference with the System's insolation and access to sunlight, as such access exists as of the Effective Date, or build any structure or permit any third party to build any structure that blocks the System's access to sunlight.

9. Insurance. Developer shall, at its own cost, acquire and maintain the types and level of insurance as required under the Agreement.

10. Taxes. Developer shall pay all real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Developer occupancy and use of the Premises (or any portion or component thereof) in accordance with Section V(e)(iii) of the Agreement.

**ATTACHMENT E-1
USER TERMINATION PAYMENT**

Natick West Fire Station Rooftop

Termination Occurs at the end of Year:	Early Termination Fee (Excluding cost of removal)
1	\$348,770
2	\$316,055
3	\$284,744
4	\$253,189
5	\$221,372
6	\$189,277
7	\$183,188
8	\$176,779
9	\$170,029
10	\$162,914
11	\$154,986
12	\$146,612
13	\$137,759
14	\$128,396
15	\$118,486
16	\$107,992
17	\$96,873
18	\$85,086
19	\$72,584
20	\$72,487

ATTACHMENT E-2
Developer Termination Payment

Natick West Fire Station

If User is entitled to a Developer Termination Payment, then such Developer Termination Payment shall be in an amount equal to the present value (discounted at five percent (5%)) of the cash flow equal to the product of:

(A) \$0.0809 per kWh,					
Multiplied by:					
(B) The Guaranteed Annual Electric Output in each such remaining Contract Year.					
Plus:					
(C) The Structured Tax Payment in each such remaining Contract Year.					
Calculated payment values are as follows:					

DEVELOPER TERMINATION PAYMENT CALCULATION

Developer Termination Payment Rate (\$/kWh):		\$	0.0809		
Rate:			5.00%		
Year of Termination	Maximum Days Each Termination Year (Excludes Leap Year)	Guaranteed Annual Electric Output (KWh)	Daily Guaranteed Annual Electric Output (KWh)	Maximum Payment for Maximum Days	Maximum Developer Termination Payment
1	365	61,203	168	\$ 4,951	\$ 59,332
2	365	60,897	167	\$ 4,927	\$ 57,347
3	365	60,593	166	\$ 4,902	\$ 55,288
4	365	60,290	165	\$ 4,877	\$ 53,150
5	365	59,988	164	\$ 4,853	\$ 50,930
6	365	59,688	164	\$ 4,829	\$ 48,624
7	365	59,390	163	\$ 4,805	\$ 46,226
8	365	59,093	162	\$ 4,781	\$ 43,733
9	365	58,797	161	\$ 4,757	\$ 41,139
10	365	58,504	160	\$ 4,733	\$ 38,439
11	365	58,211	159	\$ 4,709	\$ 35,628
12	365	57,920	159	\$ 4,686	\$ 32,700
13	365	57,630	158	\$ 4,662	\$ 29,649
14	365	57,342	157	\$ 4,639	\$ 26,469
15	365	57,055	156	\$ 4,616	\$ 23,154
16	365	56,770	156	\$ 4,593	\$ 19,696
17	365	56,486	155	\$ 4,570	\$ 16,088
18	365	56,204	154	\$ 4,547	\$ 12,323
19	365	55,923	153	\$ 4,524	\$ 8,392
20	365	55,643	152	\$ 4,502	\$ 4,287

ATTACHMENT F
PVSyst

West Natick Fire Station

PVSYST V6.87	Ameresco (USA)								24/06/20	Page 1/5			
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Grid-Connected System: Simulation parameters

Project :

Natick Fire Station

Geographical Site

Boston Logan Int'l Arpt

Country

United States

Situation

Latitude 42.37° N

Longitude -71.02° W

Time defined as

Legal Time Time zone UT-5

Altitude 6 m

Monthly albedo values

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
Albedo	0.55	0.55	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20

Meteo data:

Boston Logan Int'l Arpt

NREL NSRD : TMY3 - TMY

Simulation variant :

Natick 208V solaredge 43.2

Simulation date 14/04/20 17h45 (version 6.86)

Simulation parameters

System type

No 3D scene defined, no shadings

Collector Plane Orientation

Tilt 5°

Azimuth 15°

Models used

Transposition Perez

Diffuse Imported

Horizon

Free Horizon

Near Shadings

No Shadings

User's needs :

Unlimited load (grid)

PV Array Characteristics

PV module

Si-mono

Model

JKM400M-72HL-V

Custom parameters definition

Manufacturer

Jinkosolar

SolarEdge Power Optimizer

Model

P860 US

PV modules on one Power Optimizer

in series

1

Nb. of optimizers

In series

9

Total number of PV modules

Nb. modules

162

Array global power

Nominal (STC)

64.8 kWp

Output of optimizers

U oper

400 V

Total area

Module area

326 m²

Unit Nom. Power

860 W

in parallel

2

In parallel

9 strings

Unit Nom. Power

400 Wp

At operating cond.

59.1 kWp (50°C)

I at Poper

148 A

Cell area

294 m²

Inverter

Model

SE14.4KUS

Original PVsyst database

Manufacturer

SolarEdge

Characteristics

Operating Voltage

400 V

Unit Nom. Power

14.4 kWac

Inverter pack

Nb. of inverters

3 units

Total Power

43 kWac

Pnom ratio

1.33

PV Array loss factors

Array Soiling Losses

Average loss Fraction 7.3 %

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
25.0%	15.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	15.0%	25.0%

Thermal Loss factor

Uc (const)

20.0 W/m²K

Uv (wind)

0.0 W/m²K / m/s

Wiring Ohmic Loss

Global array res.

12 mOhm

Loss Fraction

0.5 % at STC

LID - Light Induced Degradation

Loss Fraction

1.5 %

Module Quality Loss

Loss Fraction

-0.8 %

Module Mismatch Losses

Loss Fraction

0.0 % (fixed voltage)

Strings Mismatch loss

Loss Fraction

0.10 %

PVsyst Licensed to Ameresco (USA)

Grid-Connected System: Simulation parameters

Incidence effect (IAM): User defined profile

0°	30°	50°	65°	70°	75°	80°	85°	90°
1.000	0.999	0.993	0.958	0.928	0.880	0.792	0.604	0.000

System loss factors

Wiring Ohmic Loss	Wires: 3x70.0 mm ² 39 m	Loss Fraction	1.5 % at STC
Unavailability of the system	3.6 days, 3 periods	Time fraction	1.0 %

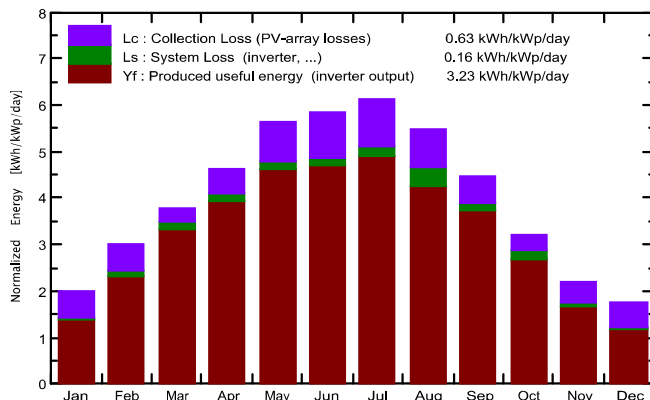
Grid-Connected System: Main results

Project : Natick Fire Station
Simulation variant : Natick 208V solaredge 43.2

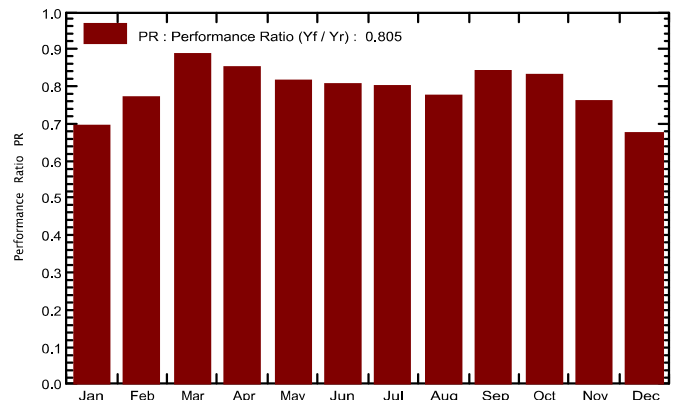
Main system parameters		System type	No 3D scene defined, no shadings	
PV Field Orientation		tilt	5°	azimuth 15°
PV modules		Model	JKM400M-72HL-V	Pnom 400 Wp
PV Array		Nb. of modules	162	Pnom total 64.8 kWp
Inverter		Model	SE14.4KUS	Pnom 14.40 kW ac
Inverter pack		Nb. of units	3.0	Pnom total 43.2 kW ac
User's needs		Unlimited load (grid)		

Main simulation results
System Production **Produced Energy 76504 kWh/year** Specific prod. 1181 kWh/kWp/year
Performance Ratio PR 80.49 %

Normalized productions (per installed kWp): Nominal power 64.8 kWp



Performance Ratio PR



Natick 208V solaredge 43.2 Balances and main results

	GlobHor kWh/m ²	DiffHor kWh/m ²	T_Amb °C	GlobInc kWh/m ²	GlobEff kWh/m ²	EArray kWh	E_Grid kWh	PR
January	55.5	27.30	-2.98	62.0	44.7	2894	2794	0.695
February	77.7	38.44	-0.52	84.3	69.6	4457	4206	0.770
March	111.9	53.03	3.76	117.5	113.6	6989	6730	0.884
April	135.4	64.79	8.56	139.0	134.7	7945	7646	0.849
May	172.7	76.35	14.89	175.3	170.4	9643	9274	0.816
June	172.9	76.86	18.87	174.9	170.0	9485	9121	0.805
July	188.1	86.23	23.38	190.4	185.0	10259	9866	0.800
August	165.8	77.27	21.68	170.0	165.2	9365	8566	0.777
September	127.7	55.46	18.10	133.6	129.4	7578	7299	0.843
October	92.5	43.18	12.25	99.5	95.9	5800	5363	0.832
November	60.2	29.91	6.26	66.4	54.5	3387	3271	0.760
December	47.4	23.03	2.17	54.0	38.8	2451	2367	0.676
Year	1407.8	651.84	10.60	1466.8	1371.6	80252	76504	0.805

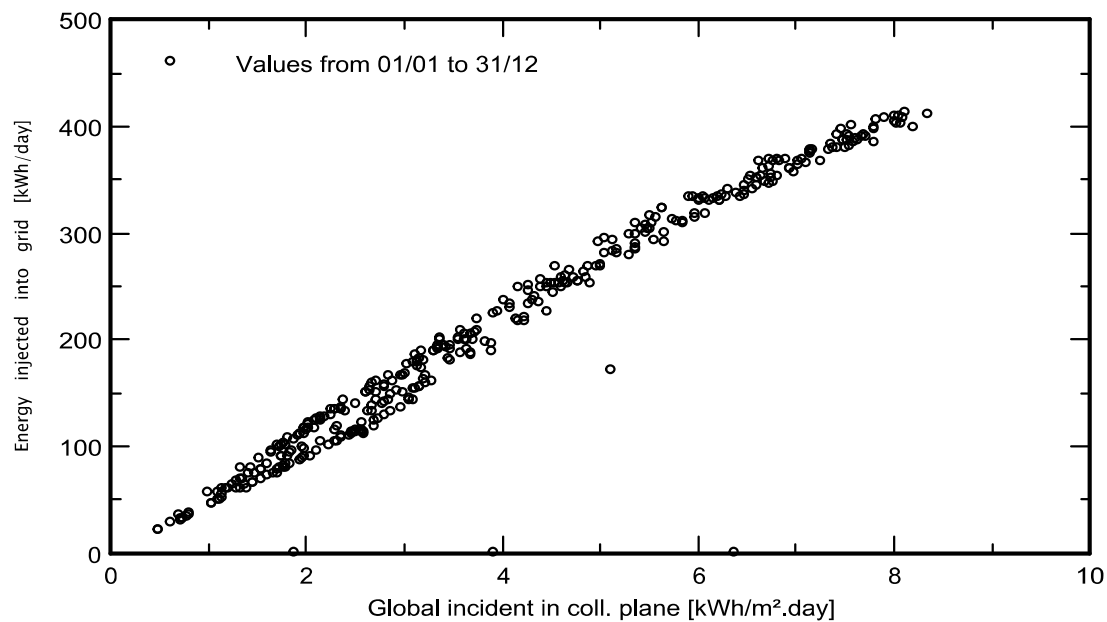
Legends:	GlobHor	Horizontal global irradiation	GlobEff	Effective Global, corr. for IAM and shadings
	DiffHor	Horizontal diffuse irradiation	EArray	Effective energy at the output of the array
	T_Amb	T amb.	E_Grid	Energy injected into grid
	GlobInc	Global incident in coll. plane	PR	Performance Ratio

Grid-Connected System: Special graphs

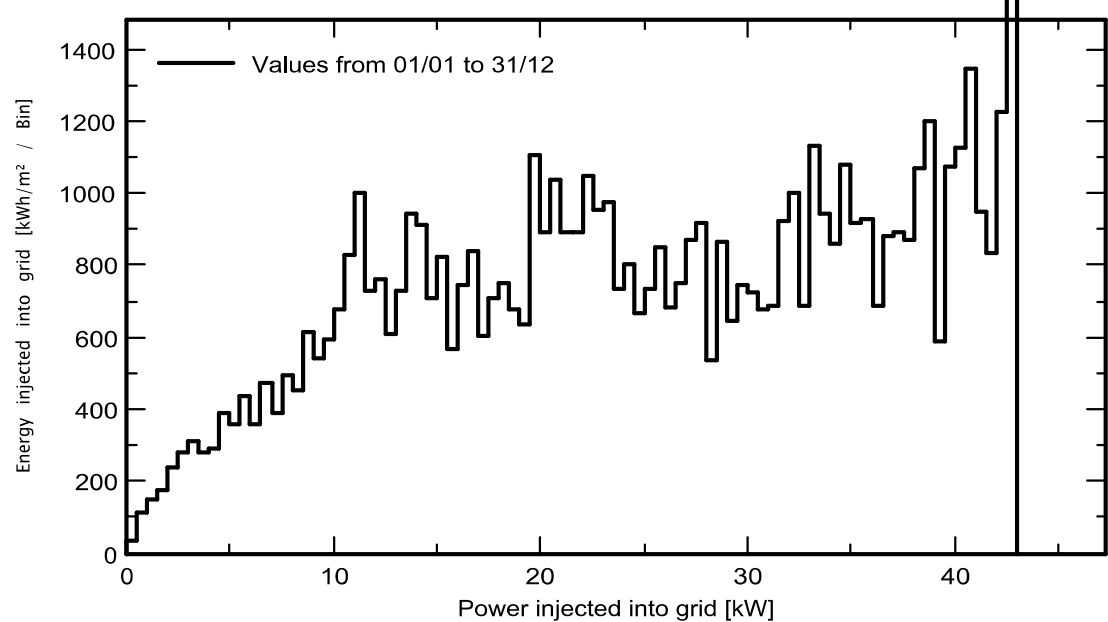
Project : Natick Fire Station
Simulation variant : Natick 208V solaredge 43.2

Main system parameters		System type	No 3D scene defined, no shadings	
PV Field Orientation		tilt	5°	azimuth 15°
PV modules		Model	JKM400M-72HL-V	Pnom 400 Wp
PV Array		Nb. of modules	162	Pnom total 64.8 kWp
Inverter		Model	SE14.4KUS	Pnom 14.40 kW ac
Inverter pack		Nb. of units	3.0	Pnom total 43.2 kW ac
User's needs		Unlimited load (grid)		

Daily Input/Output diagram



System Output Power Distribution



Grid-Connected System: Loss diagram

Project : Natick Fire Station
Simulation variant : Natick 208V solaredge 43.2

Main system parameters	System type	No 3D scene defined, no shadings		
PV Field Orientation	tilt	5°	azimuth	15°
PV modules	Model	JKM400M-72HL-V	Pnom	400 Wp
PV Array	Nb. of modules	162	Pnom total	64.8 kWp
Inverter	Model	SE14.4KUS	Pnom	14.40 kW ac
Inverter pack	Nb. of units	3.0	Pnom total	43.2 kW ac
User's needs	Unlimited load (grid)			

Loss diagram over the whole year

