BOURNE SCHOOL COMMITTEE

FACILITIES SUBCOMMITTEE MEETING

DATE: MARCH 28, 2013

TIME: 9:00AM

PLACE: BOURNE ADMINISTRATION BUILDING

AGENDA

CALL TO ORDER

9:00AM - Executive session to discuss legal matters

RETURN TO OPEN SESSION

1. Solar- BHS
2. AHERA update
3. SWOT
4. Capital Outlay
5. Future Generation Wind
6. Future agenda items

"The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law."

Members
Christopher Hyldburg
Laura Scena, Chairman
Catherine Walton

BOURNE PUBLIC SCHOOLS

Facilities Sub Committee Minutes for March 28, 2013

Location: Bourne School Administration Building
Opened at: 9:07 AM
Attendees: Laura Scena- Chairperson, Chris Hyldburg, Catherine Walton, Ed Donoghue Dir. of Bus. Service, Jon Nelson, Town of Bourne Director of Facilities. Mary Jane Mastrangelo from Town of Bourne Finance Committee
Absent: Steven Lamarche- Superintendent

Minutes

1. SOLAR BHS: Discussion about Gymnasium roof capabilities- Broadway Electric will, at their own expense, determine if the existing gym roof structure is suitable for PV arrays. CVEC: Mr Donoghue presented a contract to participate in the CVEC Solar pact. The timing of the contract required the Fac Sub to vote to recommend to the main SC for approval. After deliberation, it was agreed not to recommend participation, (timing of contract, new changes without SC counsel representation) and select suitable alternate proposals.

2. Future Generation Wind: Mr Donoghue presented a proposal for a vote by the Facility Sub to approve a solar purchase agreement with Future Generation Wind. Discussion centered on the BSD capacity and exactly how much electrical usage we can commit to and what the breakdown of savings will be between the town and the BSD. Jon Nelson will provide a spreadsheet to the Fac Sub on current load and estimated solar impact of the Future Generation Wind plan.

3. AHERA Update: Much of the work was completed as planned during Feb vacation. Fuss & O'Neil will prepare their 6 month report for the June meeting. Additional work is scheduled for the Otis school and High school during the April vacation. Mary Jane Mastrangelo(Bourne Fin Com) spoke about the plan for asbestos abatement and wanted to make sure the school had the funds to do a larger project and thereby get better pricing rather than small, expensive abatements events. The planned request by Mr Donoghue was for several classroom floor abatements, $50K at the high school and $50 K at the Peebles School, to be completed during the summer.

4. Motions/Votes:
   None

Future Agenda Items

Executive session: Pending Legal matters

Jan 25th Minutes, Other minutes
AHERA update
Concession Stand
Long Range Project update
CVEV update
Coady School

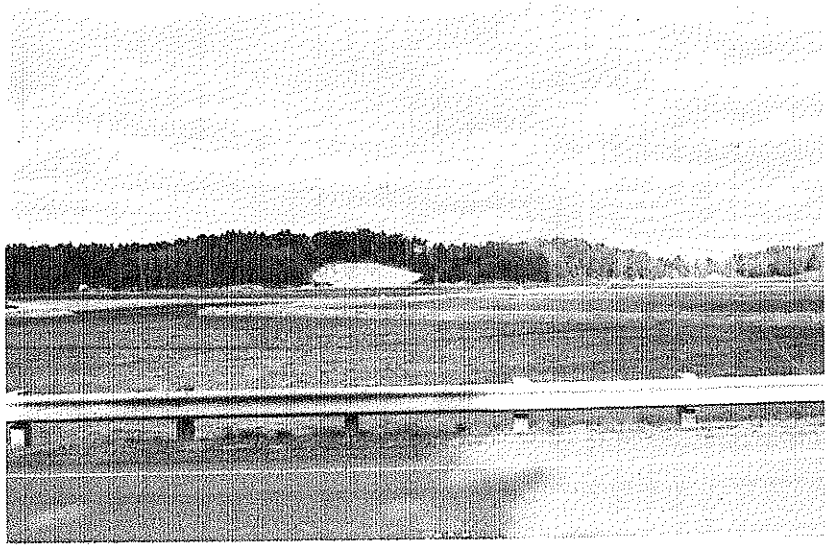
Next Meeting: April 25, 2013 9:00AM BSD Administration Building

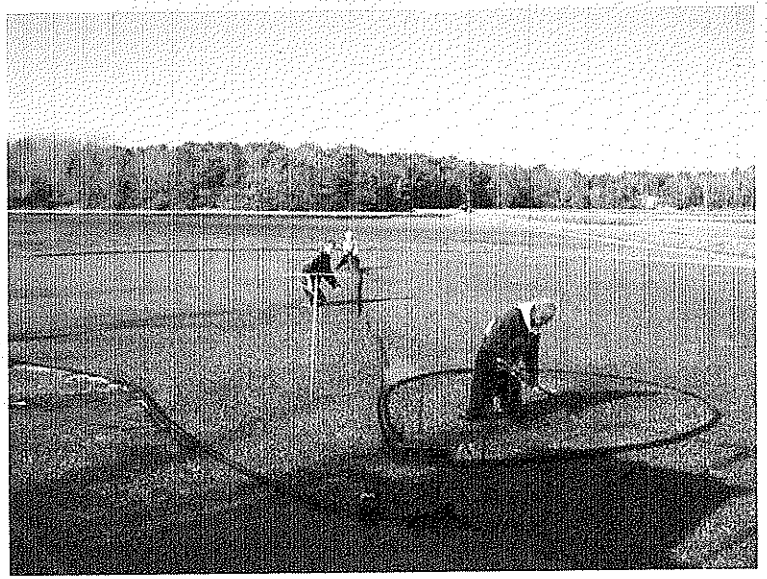
Adjourned: Meeting was adjourned at 10:21 AM.

FORESIGHT
RENEWABLE SOLUTIONS

Future Generation Wind

8 MW of wind power on an Ocean Spray cranberry farm in Plymouth, MA





CONFIDENTIAL

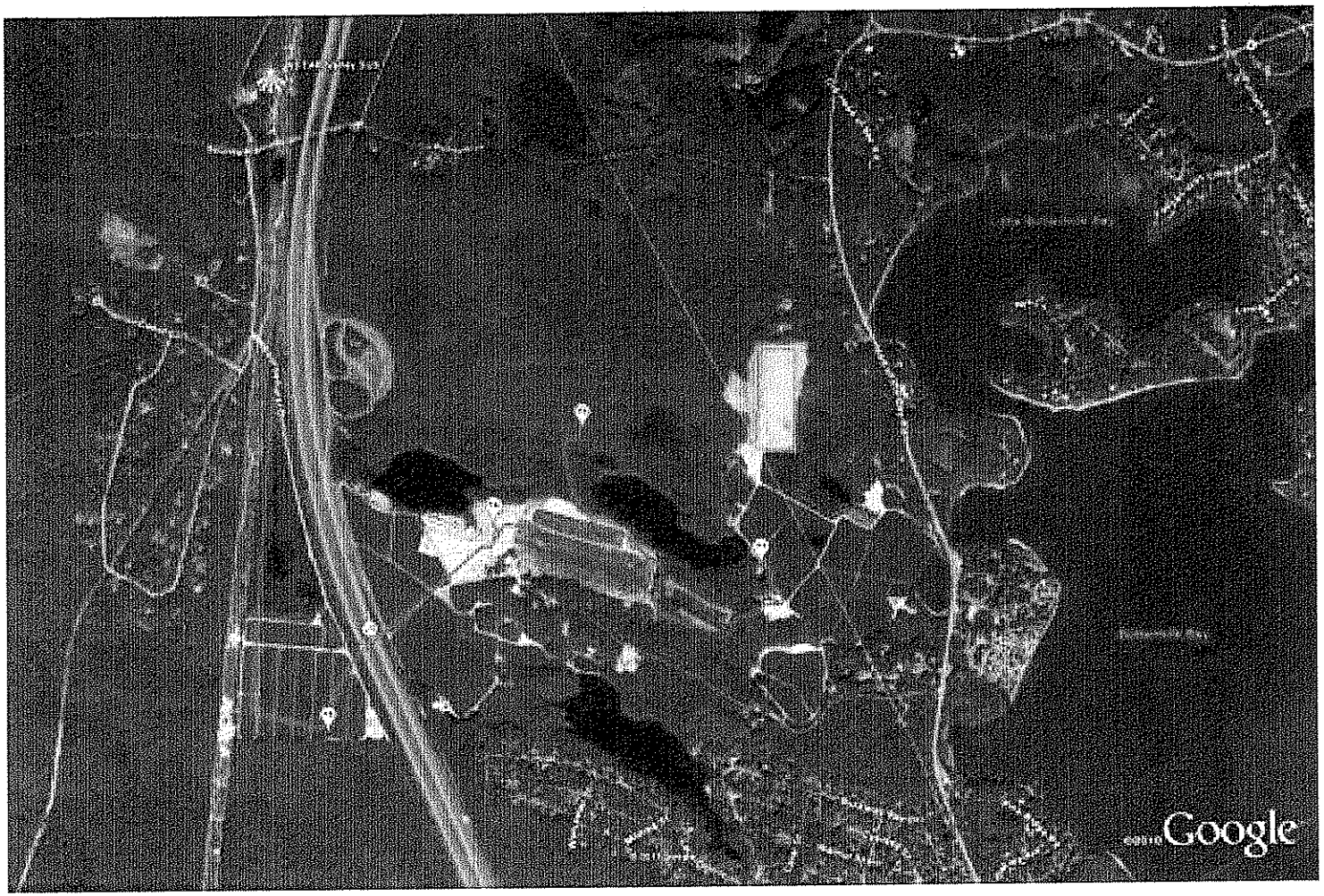
Project Overview – March 2013

Town of Bourne

FIXED PRICE.
11.95. – escalator every year.

FGW Site Layout – Mann Farms – Plymouth, MA

(36 months on-site wind data as of December 2012)

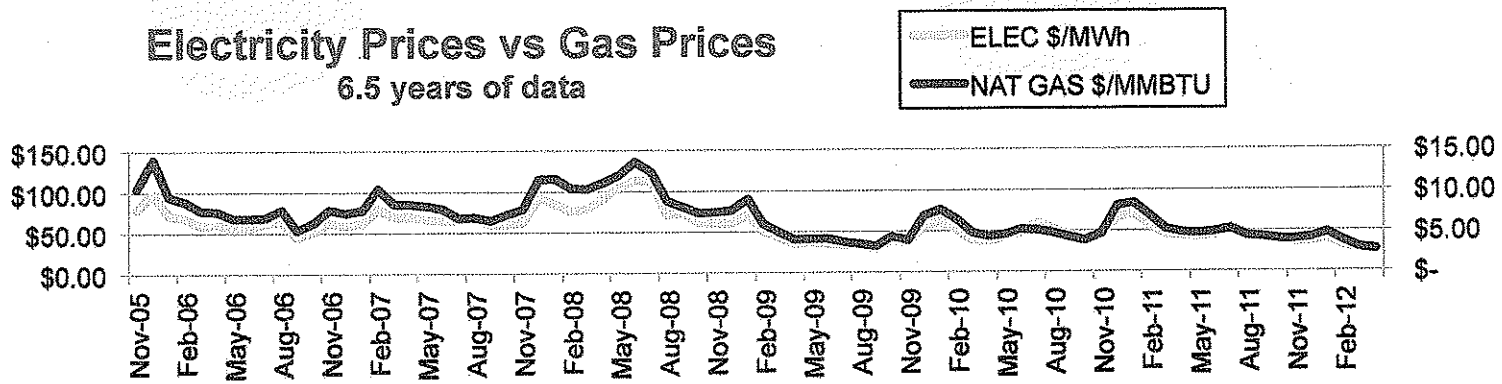


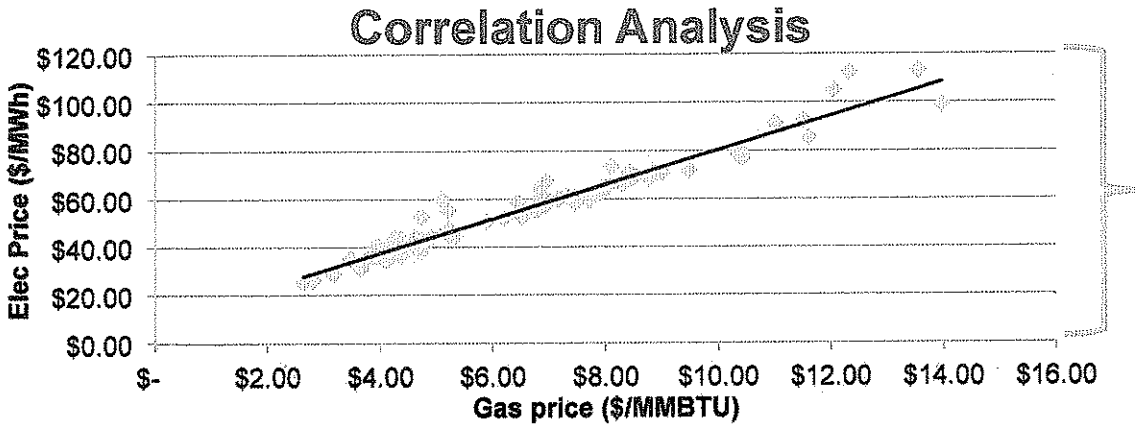
Net Metering Credit PPA – Key Points

- Discounts at 20-30%, no upfront cost. Floor price of 11.5 cents/kWh
- Term of 20 years, with option to extend for 5 years
- Average electricity savings over project life at 2.5% NMC escalation: **27.0%**
- At 3 million kWhs, est. nominal savings over project life: **$3.9 million**
- Long term savings from stable wind power provide a protection against volatile fossil-fuel based electricity, without the typical hedge premium cost to lock in prices
- This is an upfront savings + hedge contract, with a firm rationale for larger allocation than traditional hedge – most of our offtakers go for close to 100% of their current load, less any expected energy efficiency improvements or other NMC contracts
- We can offer right for Bourne to transfer or allocate NMCs to other public accounts, subject to creditworthiness of the new offtaker. NMC agreements will have value going forward

Future Generation - CONFIDENTIAL

Gas price impacts electricity prices





$\text{Electricity}_{(\$/MWh)} = 7.1335 \times \text{Gas}_{(\$/MMBTU)} + K$

$R^2 = 0.9446$ (strong correlation factor)

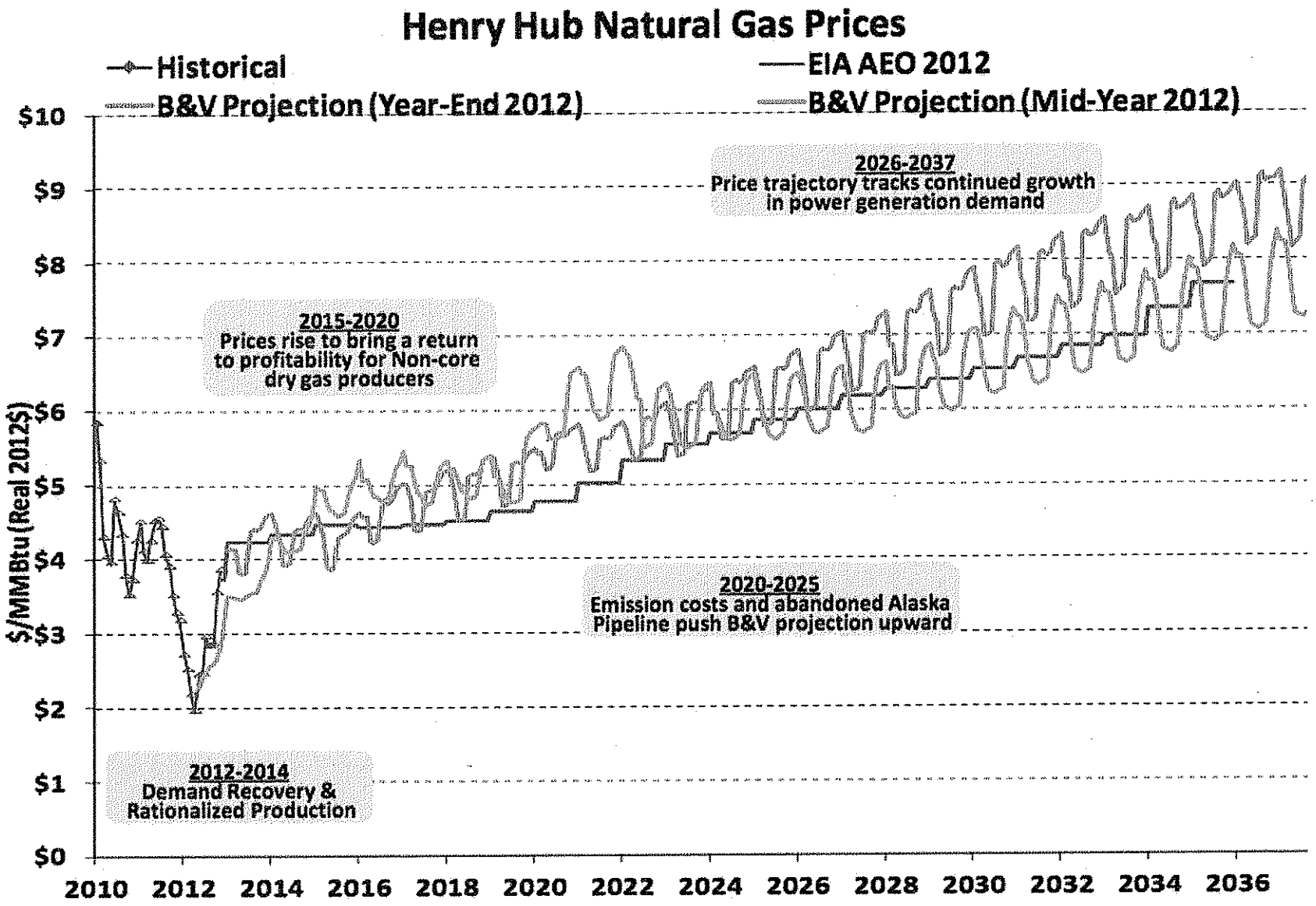
Gas Prices averaged $3.88 in 2012 (relevant period to current rate)

If Natural Gas dropped by $1, Electricity prices would only drop 0.71 ¢/kWh

NMC is at 14.06 ¢/kWh, 2.06 ¢/kWh above the 11.95 ¢/kWh fixed price

So, gas could drop $2.88/MMBtu down to $1/MMBtu and be at approx.12 ¢/kWh

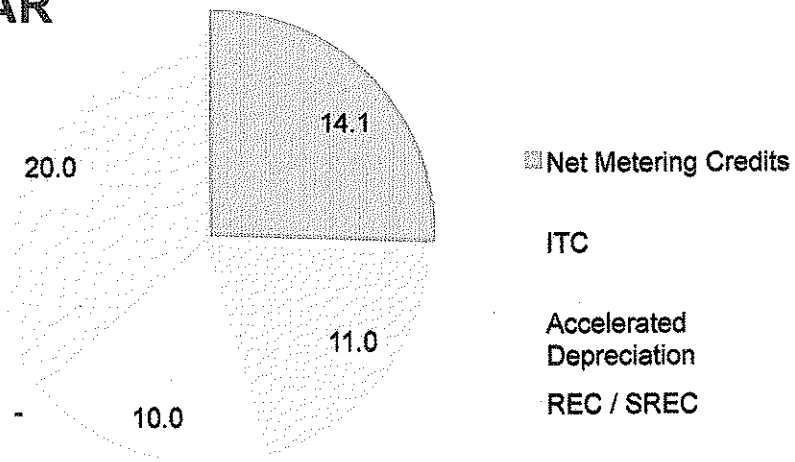
NATURAL GAS PRICE FORECAST



Source: Black & Veatch, "**2013 ENERGY MARKET OUTLOOK AND INDUSTRY TRENDS**", 1/15/13.

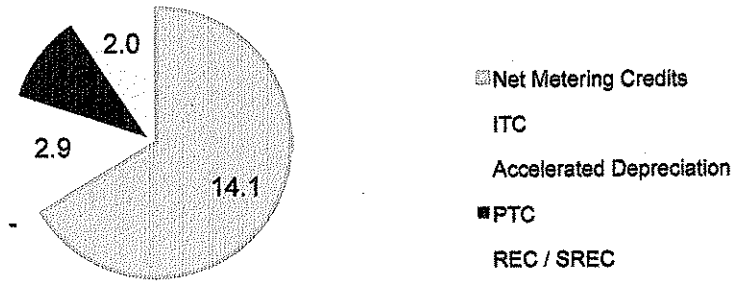
Full cost of electricity – Wind and Solar

SOLAR



TOTAL: 55 ¢/kWh

WIND



TOTAL: 21.2¢/kWh

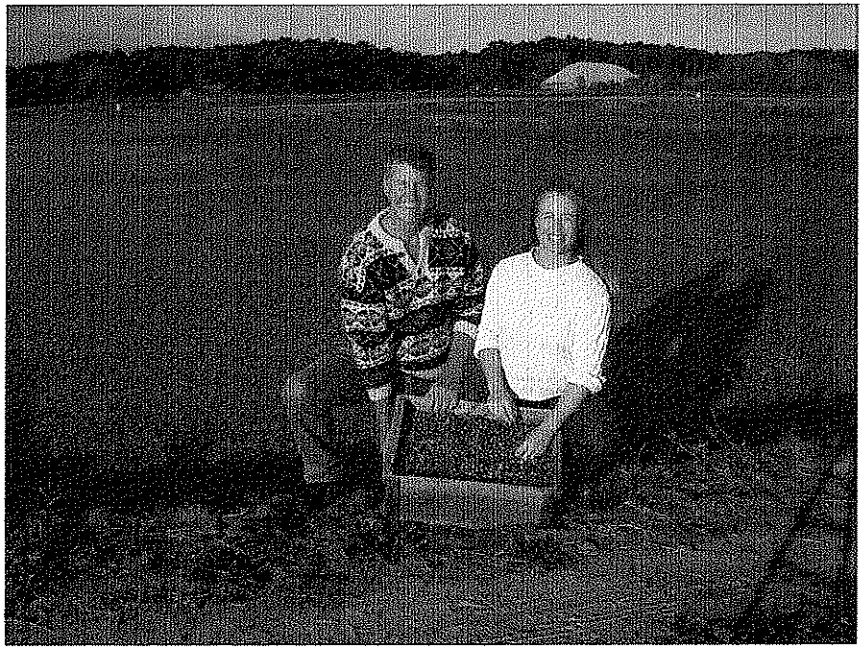
Including incentives, solar is 2.6 times more expensive than wind on a per kWh basis

Additional benefits created by Bourne

Supports a community wind project and strong local business and employer

Fosters revenue diversification at Mann Farms while keeping several hundred acres of farm forestland intact

Facilitates field trips and curriculum development for local Bourne public schools, sponsored by FGW



Keith & Monika Mann are the owners of Future Generation Wind. They are 4th generation cranberry farmers with an unwavering commitment to clean energy and environmental stewardship

Future Generation - CONFIDENTIAL

Future Generation Wind – Project Timeline

Permitting complete	2Q 2011
Initial PPAs and REC sales complete	3Q 2012
Interconnection Service Agreement	1Q 2013
All net metering PPAs complete	1Q 2013
Begin financing process	2Q 2013
TSA & EPC finalized	2Q 2013
Financial close	3Q 2013
Turbine delivery & erection	1Q 2014
BOP and electrical construction	1Q 2014
Commissioning & COD	2Q 2014

Future Generation - CONFIDENTIAL

Prepared by Foresight Renewable Solutions with
power consulting services provided by SourceOne, Inc., Boston, MA

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FORESIGHT
RENEWABLE SOLUTIONS

NET METERING POWER PURCHASE AGREEMENT

This Net Metering Power Purchase Agreement is made and entered into as of March [redacted], 2013 (the "***Effective Date***"), by and between Future Generation Wind, LLC, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder ("***Seller***") and [redacted], a Massachusetts regional school district ("***Buyer***"). Seller and Buyer may be referred to herein collectively as the "***Parties***," and individually as a "***Party***."

Recitals

A. Seller plans to construct up to four (4) wind energy generation facilities (individually, a "***Facility***" and collectively, the "***Facilities***") with an aggregate generating capacity of up to approximately 8.0 MW AC (the "***Project***") at the Property (as defined in Exhibit A).

B. The Parties intend that, pursuant to the Net Metering Rules (as defined below), the Facilities will qualify as Net Metering Facilities (as defined below) and will generate Net Metering Credits (as defined below).

C. Pursuant to a separate Power Purchase Agreement, dated as of September 4, 2012, between Seller and the Town of Marion, Massachusetts (the "***Host Customer PPA***"), the Town of Marion has agreed to be the Host Customer of the Facilities.

D. Subject to the terms and conditions of this Agreement, Seller desires to deliver to the Host Customer all of the electricity generated by the Project during the Term and Buyer desires to pay for a portion of the electricity generated by the Project during the Term and receive from the Host Customer an allocation of a corresponding portion of the Net Metering Credits generated by the Project so that Buyer may use the Net Metering Credits to offset utility bills associated with its utility accounts.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1
DEFINED TERMS

As used in this Agreement, the following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

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

"***Agreement***" means this Net Metering Power Purchase Agreement, including all exhibits and attachments hereto.

"***Applicable Legal Requirements***" means any Laws which may at any time be applicable to the Property or the Project, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be required for the use and occupancy of the Property for the installation, operation, maintenance and removal of any of the Facilities.

"***Bankrupt***" means, with respect to a Party: (i) a Party against which a bankruptcy, receivership or other insolvency proceeding is instituted and not dismissed, stayed or vacated within sixty (60) days thereafter; or (ii) a Party that has made a general assignment for the benefit of creditors, become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

"***Billing Cycle***" means the monthly billing cycle established by the LDC.

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

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

"***Buyer Allocation Percentage***" has the meaning set forth in Exhibit C of this Agreement.

"***Commercial Operation,***" with respect to a Facility, means that the Facility is ready for regular, daily operation, has been interconnected to the LDC system, has been accepted by the LDC (to the extent required), and is capable of producing Electricity.

"***Commercial Operation Date***" means the first day on which the last Facility to achieve Commercial Operation, as defined herein, is ready for Commercial Operation, as certified in writing by Seller to Buyer in a notice of Commercial Operation Date pursuant to Section 3.2.

"***Delivery Point***" for each Facility means the location or locations at the Property where Electricity is to be delivered and received under this Agreement, as identified in Exhibit A.

"***Designated Third Party***" has the meaning set forth in Section 16.2(a).

"***DPU***" means the Massachusetts Department of Public Utilities or its successors.

"***Early Termination Date***" has the meaning set forth in Section 2.3.

"***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 Facilities and delivered to the Delivery Points, as metered in whole kilowatt-hours (kWh) at the Seller Metering Devices, and that conforms to the applicable LDC and/or authoritative regulatory body standards. The Electricity delivered to the Delivery Points shall be deemed to

be equal to the electric energy measured at the applicable Seller Metering Devices; actual energy losses between the Facilities and the Delivery Points shall not affect the Electricity.

"***Electricity Price***" has the meaning set forth in Exhibit B attached hereto.

"***Environmental Attributes***" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Project and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of wind generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Project and/or its electricity generation.

"***Event of Default***" has the meaning set forth in Article 10.

"***Facilities***" and "***Facility***" have the meanings set forth in the recitals.

"***Force Majeure***" means any event or circumstance that prevents Seller from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of Seller, and (ii) by the exercise of reasonable due diligence, Seller is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of Seller; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity.

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

"***Governmental Charges***" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, 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.

"***Host Customer***" shall have the meaning given this term in the Net Metering Rules.

"***Interconnection Obligations***" shall have the meaning set forth in Section 3.3.

"***Interest Rate***" means the lesser of (a) one percent (1%) per month and (b) the maximum rate permitted by applicable law.

"***Invoice***" shall have the meaning set forth in Section 4.4.

"***kWh***" means kilowatt-hour.

"***Laws***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

"***LDC***" means NSTAR Electric Company or its successors.

"***LDC Metering Device***" means, with respect to each Facility, the LDC meter 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.

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

"***Net Metering***" shall have the meaning set forth in the Net Metering Rules.

"***Net Metering Credit***" means the applicable monetary value of an excess kilowatt-hour of electricity, determined in accordance with the Net Metering Rules, generated by a Wind Net Metering Facility, as defined in accordance with the Net Metering Rules.

"***Net Metering Credit Rate***," with respect to a particular Billing Cycle, means the dollar value of a Net Metering Credit accruable to the Host Customer of a Facility for that Billing Cycle.

"***Net Metering Facility***" shall have the meaning set forth in the Net Metering Rules.

"***Net Metering Rules***" means, collectively and as amended from time to time, the Massachusetts net metering statute, MGL c. 164, §§ 138 – 140, the Massachusetts net metering regulations, 220 CMR 18, orders issued by DPU relating to Net Metering (including, without limitation, DPU 11-10-A (May 7, 2012) and the appendices thereto) and the associated net metering tariff of the LDC.

"***Outside Commercial Operation Date***," means December 31, 2014, provided that such period of time shall be extended for a period of time concurrent with the periods of time required for (i) the LDC's completion of any required LDC System upgrades or resolution of any other delays caused by the LDC, including, without limitation, the LDC's failure to comply with its interconnection tariff, and (ii) the resolution of any challenge to any permit or approval relating to the Project. In addition, such period of time shall be extended for a period of six (6) months in the event that the turbine foundations for the Project are constructed prior to December 31, 2014.

"***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.

"***Property***" shall have the meaning set forth in the recitals.

"***Public Cap Allocation***" means an assurance that a Host Customer will receive Net Metering Services (as defined in the Net Metering Rules) within the Public Cap (as defined in the Net Metering Rules) upon the Host Customer's receipt of notice of authorization to interconnect from the LDC.

"***Schedule Z***" shall have the meaning set forth in Section 7.5(a)(i) of this Agreement.

"***Seller***" shall have the meaning set forth in the introductory paragraph of this Agreement.

"***Target Buyer Accounts***" shall have the meaning set forth in Section 7.2(a).

"***Seller Metering Device***" means, with respect to each Facility, any and all revenue quality meters installed by Seller at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by the Facility and delivered to the Delivery Point.

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

"***Termination Date***" means the earlier to occur of (i) the last day of the Term, (ii) the Early Termination Date, (iii) the date of termination of this Agreement as the result of an Event of Default, and (iv) the date of termination as the result of Force Majeure pursuant to Section 9.2.

"***Third Party Allocation Percentage***" has the meaning set forth in Section 7.5(a)(ii) of this Agreement.

ARTICLE 2
TERM; CONDITIONS PRECEDENT; EARLY TERMINATION

2.1 Term. The term of this Agreement (including any extensions, the "***Term***") shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date, provided that the Term may be extended by mutual written agreement of the Parties for an additional term of no fewer than five (5) years and no more than twenty-five (25) years. Without limiting the foregoing, by notice to Seller delivered no later than the fifteenth (15^{th}) anniversary of the Commercial Operation Date, Buyer shall have the right to extend the initial 20-year Term by an additional number of years between five (5) and ten (10), subject to the following conditions: (i) the terms of Seller's agreements with all other purchasers of

electricity and/or net metering credits generated by the Project will be extended on terms and conditions no less favorable to Seller than those of this Agreement; (ii) neither the Net Metering Rules nor the financial benefits available thereunder have changed in a manner adverse to Seller; and (iii) in the event that capital investments in the Project will be necessary or prudent in connection with Buyer's desired extension, the Parties will undertake good faith negotiation of adjustments in the pricing terms of this Agreement adequate to support such capital investment.

2.2 Conditions Precedent. The commencement of the obligation of Seller to provide Electricity to the Delivery Points and to arrange for the allocation of corresponding Net Metering Credits to Buyer under the provisions of this Agreement is subject to the fulfillment of each of the following conditions precedent except to the extent waived by Seller:

(a) Seller shall have obtained all permits and approvals required for the construction and operation of the Project;

(b) Seller shall have obtained project financing on terms acceptable to Seller;

(c) Buyer shall have provided information Seller with information required hereunder with respect to the Target Buyer Accounts sufficient to permit preparation of the Schedule Z(s);

(d) the Facilities shall have been interconnected with the LDC in accordance with the requirements of the interconnection service agreement, the Net Metering Rules and Applicable Legal Requirements;

(e) the first Facility shall have achieved Commercial Operation; and

(f) no Buyer Default or any event which, with the giving of notice or the lapse of time or both, would become a Buyer Default shall have occurred and be continuing, and Seller shall have received a certificate of a senior official of Buyer to such effect.

2.3 Early Termination. This Agreement may be terminated prior to the expiration of the Term (the "***Early Termination Date***"):

(a) by Seller, at any time prior to the installation of the Project's first turbine, upon notice to Buyer, in the event that Seller, in its discretion, determines that the development of the Project should be abandoned;

(b) by Seller, at any time prior to the Commercial Operation Date, upon notice to Buyer, in the event that any of the conditions precedent set forth in Section 2.2 has not been satisfied;

(c) by Buyer, upon thirty (30) days' notice to Seller, in the event that the Commercial Operation Date has not occurred by the Outside Commercial Operation Date, provided that, Buyer may not exercise its

right to terminate under this Section 2.3(d) after the Commercial Operation Date; or

(d) by either Party in accordance with Section 9.2.

Upon early termination of this Agreement in accordance with this Section 2.3, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE 3
DEVELOPMENT OF PROJECT

3.1 Development of Project by Seller. Seller shall undertake commercially reasonable good faith efforts to obtain required permits and financing for, and to construct the Project.

3.2 Notice of Commercial Operation. Subject to the provisions of this Agreement, Seller shall notify and represent to Buyer when each Facility has achieved Commercial Operation. Seller shall in the notice of Commercial Operation for the final Facility to achieve Commercial Operation certify to Buyer the Commercial Operation Date.

3.3 Interconnection Requirements. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Project to the LDC System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("***Interconnection Obligations***"). In no event will Buyer be responsible for any Interconnection Obligations, except as set forth in Section 7.5.

3.3 Cooperation Regarding Authorizations. Seller will manage applications for all permits, approvals, registrations and other related matters with the LDC and any Governmental Authority, including the submission of applications described in this Agreement and, to the extent relevant, Seller will do so on behalf of Buyer. Buyer agrees to cooperate with Seller in preparing such applications and securing such permits, approvals and registrations, including, without limitation, timely executing and delivering all documentation required from Buyer relating thereto. Where allowed by law, Buyer shall designate Seller as its agent in obtaining all permits, approvals, registrations and additional authorizations required of Buyer in connection with this Agreement and the transactions contemplated hereby.

3.4 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the Project and all Environmental Attributes shall be and remain with the Seller.

ARTICLE 4
PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

4.1 Purchase and Sale of Electricity. Commencing on the date the first Facility achieves Commercial Operation and continuing throughout the remainder of the Term, Seller

shall make available to and sell to Host Customer all Electricity generated by the Project. (For avoidance of doubt, in the event that the Project is comprised of multiple wind energy turbines constructed in separate phases, "the first Facility" as used in the foregoing sentence is intended to refer to the first wind energy turbine that achieves Commercial Operation.)

4.2 Price for Electricity. The purchase price of each kilowatt-hour of Electricity shall be calculated in accordance with Exhibit B.

4.3. Invoicing and Payment. During each monthly Billing Cycle, Seller shall provide Buyer with an invoice (the "***Invoice***") for the Electricity delivered to the Host Customer during the prior Billing Cycle (the "***Delivered Quantity***") with a credit to Buyer for the Delivered Quantity multiplied by the Third Party Allocation Percentage multiplied by the Electricity Price. Buyer will remit payment of the amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to both Parties) within thirty (30) days following Buyer's receipt of each such Invoice. Any amounts not paid by the due date will be deemed late and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. For avoidance of doubt, Buyer shall not be liable to Seller for payment of a purchase price for the Delivered Quantity greater than an amount equal to the Delivered Quantity multiplied by the Buyer Allocation Percentage multiplied by the Electricity Price, nor shall Buyer be liable for the failure of any third party purchaser of electricity or Net Metering Credits to make payments due to Seller.

4.4 Invoice Disputes. In the event of a good faith dispute regarding any Invoice, Buyer shall pay the undisputed amount of such Invoice and shall seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Article 14. Upon resolution of the dispute, any required refund or additional payment shall be made within thirty (30) days of such resolution along with interest accrued at the Interest Rate from and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Any dispute by Buyer with respect to an Invoice or an adjustment thereof is waived unless, within six (6) months after the invoice is rendered or such adjustment is made, Buyer notifies Seller of such dispute and states the basis for such dispute. Upon Buyer's request with respect to an Invoice, Seller, within ten (10) days, shall provide Buyer with information necessary to permit Buyer to replicate Seller's computation of the invoiced amount.

4.5 [Intentionally Omitted]

4.6 Governmental Charges. There shall be added to each Invoice, as separate items, a surcharge equal to the proportionate part of any Governmental Charges applicable to the sale of the Electricity multiplied by the Buyer Allocation Percentage. 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 the Electricity are to be exempted from or not subject to one or more Governmental Charges, either Party shall, promptly upon the other Party's request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion.

4.7 Title and Risk of Loss of Electricity. Title to and risk of loss of the Electricity will pass from Seller to the Host Customer at the applicable Delivery Point.

4.8 Creditworthiness. Buyer agrees to provide Seller with reasonable information to complete a credit review. If at any time during the Term, Seller determines that Buyer's credit is unsatisfactory, Buyer has experienced any material adverse change in its financial condition or has made two or more late payments, Seller shall have the right to terminate this Agreement upon ten (10) days' notice to Buyer, unless the Parties agree on mutually satisfactory credit arrangements to ensure prompt payment of amounts payable under this Agreement. Such credit arrangements may include, without limitation, Buyer's agreement to make a cash deposit, post a letter of credit at a financially sound bank or other financial institution, or make a prepayment for Electricity and Net Metering Credits to be supplied under this Agreement.

4.9 Records and Audits. Each Party will keep, for a period of not less than two (2) years after the expiration or termination of this Agreement records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. 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 hereunder during such other Party's normal business hours.

ARTICLE 5
TITLE TO ENVIRONMENTAL ATTRIBUTES AND CAPACITY

Other than the Net Metering Credits that are allocated to the Target Buyer Accounts under the Net Metering Rules, Environmental Attributes and any rights or credits relating to the generating capacity of the Project shall remain the property of Seller and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Seller in its sole discretion and for its sole benefit. Buyer shall, upon Seller's request, take whatever actions are reasonably necessary from time to time in order for the Seller to claim the benefits of all Environmental Attributes and capacity rights or credits other than the Net Metering Credits allocated to the Target Buyer Accounts.

ARTICLE 6
METERING DEVICES; LDC BILLING ADJUSTMENTS

6.1 Metering Equipment. The Parties acknowledge that Seller shall arrange for the LDC to furnish and install the LDC Metering Devices. Pursuant to the Host Customer PPA, on behalf of Buyer as the LDC's customer of record, Seller shall be responsible for arranging compliance with any LDC customer requirements relating to LDC access to the LDC Metering Devices. In addition, Seller shall install, own, operate, and maintain one or more Seller Metering Devices.

6.2 Meter Accuracy.

(a) LDC Metering Device Accuracy. Buyer may at any time, with reasonable advance notice to Seller, exercise its rights as the LDC's customer of record

to seek testing of the accuracy of the LDC Metering Devices. In addition, pursuant to the Host Customer PPA, on behalf of the Host Customer as the LDC's customer of record, Seller may on its own initiative, and shall upon the request of Buyer, seek to exercise the Host Customer's LDC customer rights to arrange for testing of the accuracy of the LDC Metering Devices.

(b) Seller Metering Device Accuracy. Seller, at its sole cost, shall test the Seller Metering Devices in accordance and compliance with the manufacturer's recommendations and shall provide the results of such tests to Buyer. No more than once per calendar year, Buyer shall have the right to require Seller to conduct an audit of all Seller Metering Device data upon reasonable notice, and any such audit shall be at Buyer's sole cost (except as set forth below). If testing of a Seller Metering Device pursuant to the foregoing indicates that the meter is in error by more than two percent (2%), then Seller shall promptly repair or replace the Seller Metering Device at no cost to Buyer (and, if testing has been performed at Buyer's request, Seller and not Buyer shall bear the cost of such testing). For avoidance of doubt, if Seller has already conducted such an audit during a calendar year on its own initiative or at the request of another party, Seller shall not be required to conduct an additional audit during the same calendar year.

(c) Discrepancy Between Seller and LDC Metering Devices. If at any time there is a discrepancy between an LDC Metering Device and the corresponding Seller Metering Device, including without limitation a discrepancy associated with a billing adjustment described in Section 6.3, Seller, at Buyer's request, will use commercially reasonable good faith efforts to exercise its rights under the Host Customer PPA to investigate and remedy such discrepancy in consultation with the LDC.

6.3 Billing Adjustments. In the event that a Seller Metering Device is determined to have been in error by more than two percent (2%), Seller shall make a corresponding adjustment to the records of the amount of Electricity based on the testing results for (i) the actual period of time during which such error caused inaccurate meter recordings, if such period can be reasonably determined, or (b) if the actual period cannot be so determined, then an estimated period equal to one-half (1/2) of the period from the later of (x) the date of the last previous test confirming accurate metering or (y) the date the Seller Metering Device was placed into service; provided, however, that such estimated period shall in no case exceed one (1) year. If as a result of such adjustment the quantity of Electricity for any period is decreased, Seller shall reimburse Buyer for the amount paid by Buyer in consideration for that Electricity. If as a result of such adjustment the quantity of Electricity for any period is increased, Seller shall pay for the additional Electricity. Amounts due as a result of any such billing adjustment shall be subject to interest at the Interest Rate.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

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

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

(c) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all applicable Laws have executed and are authorized to execute this Agreement in accordance with such Laws;

(d) 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;

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

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

7.2 Additional Representations and Warranties of Buyer.

(a) Target Buyer Accounts. With respect to certain of Buyer's existing other utility accounts with LDC identified in Exhibit C attached hereto (the "***Target Buyer Accounts***"), Buyer, to the best of its knowledge after reasonable inquiry, has provided to Seller complete and correct records of its electricity usage with respect to such accounts.

7.3 Forward Contract; Bankruptcy Code. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

7.4 No Advice. The Parties acknowledge and agree that Seller is not acting as a consultant or advisor to Buyer for any purpose and that Buyer is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.

7.5 Covenants of Buyer.

(a) Net Metering.

(i) Net Metering Service Application. Seller shall prepare the LDC's net metering service application(s) (the "***Schedule Z(s)***"), and Buyer shall cooperate fully with Seller's preparation of such documents. Further, Seller shall prepare an application with appropriate supporting documents for a Public Cap Allocation for the Project, as well as an application for classification of Buyer by DPU as an "Other Governmental Entity," and Buyer shall cooperate fully with Seller's preparation of such documents.

(ii) Allocation of Net Metering Credits. At Seller's request, Buyer shall promptly take any action and execute any documents, as required, to facilitate the allocation to the Target Buyer Accounts of a percentage of Net Metering Credits accruing to the Host Customer of the Facilities equal to the Buyer Allocation Percentage. The Parties acknowledge that any remaining percentage (the "***Third Party Allocation Percentage***") of such Net Metering Credits will be allocated to third parties in such percentages and in such amounts as Seller may determine from time to time. Following the Effective Date, in the event that less than 100% of the Net Metering Credits are allocated, Buyer may request that the Buyer Allocation Percentage be increased up to the amount of the unallocated percentage and Seller shall consider such request in good faith and shall not unreasonably withhold its consent to such increase, provided Buyer can demonstrate to Seller's reasonable satisfaction that Buyer's electricity usage can support such increase. In the event of incompatible requests by multiple buyers for an increase in their allocation percentages, Buyer shall coordinate such requests in good faith with such other buyers. Buyer acknowledges and agrees that it shall not allocate or permit to be allocated any Net Metering Credits generated by any other source to the Target Buyer Accounts if such allocation would affect Buyer's ability to comply with its obligations under this Agreement, provided that, whether or not such effect is anticipated, Buyer shall provide at least thirty (30) days' notice to Seller prior to undertaking or permitting any such allocation.

(iii) Net Metering Facility of a Governmental Entity. Buyer acknowledges that each Facility will be a "Net Metering Facility of a Municipality or Other Governmental Entity" within the meaning of the Net Metering Rules, and agrees not to take any action inconsistent with the Facilities' status as such facilities except insofar as such action is expressly authorized hereunder. For avoidance of doubt, the Parties acknowledge that, pursuant to the current Net Metering Rules, in order to obtain and preserve such status, no Schedule Z for a Facility may allocate Net Metering Credits to the account of any individual or of any entity that is not a city, town, federal agency

or department, state agency or department, or of any entity that is not approved by DPU as an "Other Governmental Entity."

(v) Cooperation on Assurance of Net Metering Eligibility. Buyer agrees to promptly provide such information and assistance to Seller as may be necessary to allow Seller to avail itself of any system established by the DPU and/or the LDC to provide certain assurances that a facility will be an eligible Net Metering Facility once the facility commences operation.

(vi) Consolidated Billing of Electricity Charges. In order to ensure Buyer's ability to maximize savings resulting from allocation of Net Metering Credits to the Target Buyer Accounts, Buyer shall arrange for the charges for its electricity purchases from competitive electricity suppliers (if any) to be billed through its LDC invoices.

(b) Uniform Procurement Act Exemption Filings. Buyer shall strictly comply with the provisions of G.L. c. 30B, § 1(b)(33), which requires that, within fifteen (15) days of the signing of a contract for energy or energy related services, the procuring public entity shall submit to the DPU, the Department of Energy Resources, and the Office of the Inspector General a copy of the contract and a report of the process used to execute the contract. Buyer shall promptly deliver to Seller a complete copy of such filings together with satisfactory evidence that the filings have been timely made.

(c) No Resale of Electricity. This Agreement is an agreement by Buyer to pay for a portion of the Electricity delivered to the Host Customer as a means of facilitating the sale of Net Metering Credits to Buyer. Nevertheless, to the extent that this Agreement is deemed to constitute an agreement for the purchase of Electricity, the Electricity purchased by Buyer from Seller under this Agreement shall not be resold to any other Person, nor shall such Electricity be assigned or otherwise transferred to any other Person (other than to the LDC pursuant to the Net Metering Rules), without prior approval of Seller, which approval shall not be unreasonably withheld, and Buyer shall not take any action which would cause Buyer or Seller to become a utility or public service company.

(f) No Right to Enter or Use Property. Buyer shall not have, nor shall it assert, any right under this Agreement to enter upon or use the Property or the Facilities in any manner.

(g) No Assertion that Seller is a Utility. Buyer shall not assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, or is otherwise subject to rate regulation.

(h) Contingent Restructuring of Transaction. Buyer agrees that at any time, at the election and request of Seller, Buyer shall promptly amend and restate this Agreement as a net metering credit purchase agreement or net metering credit allocation agreement on substantially the same economic terms as this Agreement and for a percentage allocation of the Net Metering Credits generated in connection with the

Project equal to the Buyer Allocation Percentage. If the Host Customer's agreement with Seller is subsequently terminated, Seller and Buyer shall work together expeditiously and in good faith to further restructure this Agreement and/or other agreements in order to replace the Host Customer and preserve the basic business transaction between Seller and Buyer.

ARTICLE 8
CONFIDENTIALITY

8.1 Duty of Confidentiality. To the extent permitted by law, all terms of this Agreement and all information provided by a Party or its representatives to the other Party shall be confidential and shall not be disclosed by the receiving Party without the disclosing Party's prior written consent. For avoidance of doubt, Seller acknowledges that Buyer's officials wish to receive and share with other of Buyer's officials information regarding Seller's performance under the Agreement and therefore Seller agrees to prepare and provide to Buyer, from time to time, non-confidential summary information regarding the performance of the relevant Facilities.

8.2 Publicity. Except to the extent required by law, without the prior written consent of the other Party, neither Party shall make any public comment, statement, or communication with respect to this Agreement. If either Party is required by law to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is required, and the time and place that the disclosure will be made. Notwithstanding the foregoing, following the execution of this Agreement, Seller may in its discretion prepare and issue a press release or other form of public announcement, the form of which shall be delivered to Buyer prior to release, disclosing the existence of this Agreement. Without limiting the generality of the foregoing, all public statements made be or on behalf of either Party must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and any related reporting rights.

8.3 Survival of Confidentiality and Publicity Provisions. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination or expiration of this Agreement.

ARTICLE 9
FORCE MAJEURE

9.1 Performance Excused by Force Majeure. To the extent Seller is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and Seller gives notice and details of the Force Majeure to Buyer as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by Seller), then Seller will be excused from, the performance of such 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). Seller will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Seller is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Seller in its sole discretion. During the period in which, and to the extent

that, obligations of Seller are excused by Force Majeure, Buyer will not be required to perform or resume performance of its obligations to Seller corresponding to the obligations of Seller excused by Force Majeure.

9.2 Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Seller for a period of twelve (12) calendar months or longer, either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

ARTICLE 10
EVENTS OF DEFAULT; REMEDIES

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

(a) such Party's failure to make, when due, any payment required under this Agreement if such failure is not remedied within fifteen (15) days after receipt of notice of such failure;

(b) such Party's failure to comply with any material provision of this Agreement if such failure is not remedied sixty (60) days after notice and demand by the non-defaulting Party to cure the same or such longer period (not to exceed one hundred eighty (180) days) as may be reasonably required to cure, provided that the defaulting Party diligently continues until such failure is fully cured; or

(c) such Party becomes Bankrupt.

10.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or applicable law, but subject to the provisions of Article 16 with respect to a Seller Event of Default, shall have the right to (i) terminate this Agreement, upon thirty (30) days' notice to the Defaulting Party, (ii) withhold any payments due to the Defaulting Party under this Agreement, (iii) suspend performance due to the Defaulting Party under this Agreement, and (iv) exercise all other rights and remedies available at law or in equity to the non-defaulting Party, including recovery of all reasonably foreseeable damages, whether direct or indirect. For Seller, such damages may include, without limitation, (i) lost revenues in connection with any failure by Buyer to purchase Electricity from Seller hereunder in accordance with the terms hereof, (ii) lost revenues in connection with any inability of Seller to sell Environmental Attributes associated with such Electricity and (iii) accelerated payments, fees, damages and penalties under Seller's financing agreements. In addition and without limiting the foregoing, if Seller is the non-defaulting Party, Seller shall have the right to sell electricity produced by the Facilities to persons other than Buyer and recover from Buyer any loss in revenues resulting from such sales. For Buyer, such damages shall include, without limitation, any and all damages available at law or equity.

Each Party agrees that it has a duty to exercise commercially reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement.

10.3 Remedies Cumulative. 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.

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

ARTICLE 11
CERTAIN RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

11.1 General. Following termination of this Agreement by either Party that is not occasioned by the other Party's default, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

11.3 LDC and Regulatory Matters. Upon the termination or expiration of this Agreement for any reason, Buyer shall promptly take all actions and execute all documents, as may be necessary or reasonably requested by Seller, to facilitate the amendment of the Schedule Z(s) so as to terminate as soon as practicable the allocation of Net Metering Credits to the Target Buyer Accounts.

ARTICLE 12
INDEMNIFICATION

12.1 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its members, managers, officers, employees, agents, representatives and independent contractors, from and against all costs, claims, and expenses incurred by the other Party in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) the gross negligence or willful misconduct of the indemnifying Party, its agents or employees or others under the indemnifying Party's control or (ii) an Event of Default of the indemnifying Party. The indemnifying Party further agrees, if requested by the indemnified party, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article. Should the indemnifying Party defend any such claim against the indemnified party, it shall have full control of such defense, in its reasonable discretion. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of an indemnified party.

12.2 Claim Procedure. If the indemnified party seeks indemnification pursuant to this Article, it shall notify the indemnifying Party of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the indemnifying Party that it will assume the defense and indemnification of such claim, the indemnifying Party may assert any defenses which are or would otherwise be available to the indemnified party.

12.3 Limitation on Buyer Indemnity to the Extent Prohibited by State Law. Notwithstanding any provision contained herein, the provisions of this Section 12 shall not apply to Buyer to the extent prohibited by applicable state law.

12.4 Survival of Indemnity Claims. In addition, notwithstanding any provision contained herein, the provisions of this Article shall survive the termination or expiration of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination or expiration.

ARTICLE 13
LIMITATIONS

13.1 Limitation of Liability.

(a) No Liability to Third Parties. Buyer and Seller agree that this Agreement is not intended for the benefit of any third party (other than Designated Third Parties) and that Seller shall not be liable to any third party by virtue of this Agreement.

(b) Limitations on Damages. Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be responsible to the other for any special or punitive damages whatsoever arising out of this Agreement or anything done in connection herewith. This Section 13.1(b) shall apply whether any such damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise.

13.2 Limitation on Warranties. Except as expressly provided in this Agreement, each Party hereby disclaims any and all representations, warranties and guarantees, express or implied. Without limiting the foregoing, Seller does not warrant or guarantee the amount of Electricity to be generated by the Project.

ARTICLE 14
GOVERNING LAW; DISPUTE RESOLUTION

14.1 Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws.

14.2 Dispute Resolution.

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

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Manager of Seller and the Superintendent of Buyer (or the individuals then serving as chief executives of the Parties), who shall use their respective good faith efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the Boston, Massachusetts office of JAMS, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator, shall not exceed ninety (90) days from the time the dispute arises, unless such time period is modified by written agreement of the Parties involved in the dispute, and the mediation shall be conducted in accordance with procedures mutually agreed to by the Parties. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, sole venue for judicial enforcement shall be the Superior Court for Plymouth County, Massachusetts. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Each Party consents to such venue and expressly waives any objections to venue it might otherwise be able to raise.

(e) In any judicial action, the Prevailing Party (as defined below) shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to reasonable attorneys' fees, expert witness fees and travel expenses, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

ARTICLE 15
ASSIGNMENT; BINDING EFFECT

15.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party which shall not be unreasonably withheld or delayed.

15.2 Permitted Assignments by Seller. Notwithstanding anything to the contrary herein, Seller may assign all or a portion of its rights and obligations hereunder to an Affiliate of Seller, to the purchaser of substantially all of the assets of Seller, or to an entity that acquires ownership of one or more of the Facilities or, prior to the construction of one or both of the Facilities, the development rights thereto. In the event of any such assignment, Seller shall, at least thirty (30) days prior to the effective date of such assignment, provide notice to Buyer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed all or a portion of Seller's rights and obligations under this Agreement and such assignee shall reasonably demonstrate to Buyer assignee's financial and technical ability (itself or through use of the services of qualified third parties) to perform its obligations under this Agreement, and Buyer agrees to sign any document reasonably requested of Seller in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. Following an assignment permitted under this Section 15.2, except to the extent provided by the terms of such assignment and except to the extent that the assignee has assumed only a portion of Seller's rights and obligations hereunder, Seller shall have no liability arising under this Agreement after the effective date of such assignment.

15.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

ARTICLE 16
FINANCING AND RELATED MATTERS

16.1 Special Seller Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Article 15, Buyer specifically agrees, without any further request for prior consent, to permit Seller to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Project, and to sign any agreements reasonably requested of Seller or its lenders to acknowledge and evidence such agreement, provided that any such assignment shall not relieve Seller of its obligations under this Agreement.

16.2 Designated Third Party Rights.

(a) Notice to Designated Third Party. Buyer agrees to give copies of any notice provided to Seller by Buyer to any assignee or transferee permitted pursuant to Section 16.1 of which it has notice (each, a "***Designated Third Party***") of any event or occurrence which, if uncured, would result in a Seller Event of Default.

(b) Exercise of Seller Rights. Any Designated Third Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Seller, shall have the right in the place of Seller, any and all rights and remedies of Seller 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.

(c) Performance of Seller 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 Seller hereunder or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Designated Third Party to cure any default of Seller under this Agreement or (unless such party has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives such party the option to do so. Notwithstanding the foregoing, nothing in this Section 16.2(c) is intended to limit the obligations of Seller under this Agreement.

(d) Exercise of Remedies. Upon the exercise of remedies, including any sale of one or more of the Facilities by a Designated Third Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Designated Third Party (or any assignee of the Designated Third Party) in lieu thereof, the Designated Third Party shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

(e) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of a Designated Third Party made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with such party or its assignee having substantially the same terms and conditions as this Agreement.

(f) Third Party Beneficiary. Buyer agrees and acknowledges that each Designated Third Party is a third party beneficiary of the provisions of this Article.

16.3 Consent to Assignment. Buyer agrees to (i) execute any consents to assignments made pursuant to this Article 16 or any acknowledgements of the existence of the Designated Third Party rights set forth in this Article 16 and (ii) at Seller's expense, provide such opinions of counsel as may be reasonably requested by Seller and/or a Designated Third Party in connection with such financing or sale of one or both of the Facilities. Notwithstanding the foregoing, without Buyer's approval, no such consent or acknowledgement shall alter the rights or obligations of Seller, Buyer or any Designated Third Party.

16.4 Right to Cure.

(a) Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given each Designated Third Party prior written notice of its intent

to terminate or suspend this Agreement, as required by 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 thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Designated Third Party within such period and such party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional thirty (30) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant, to an exercise of remedies by a Designated Third Party, such party or its assignee (including any purchaser or transferee) shall acquire control of the Facilities and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

16.5 Amendments. At Seller's request, Buyer shall consider in good faith any proposal to amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Designated Third Party; provided, however, that Buyer shall not be obligated to agree to any such amendment.

ARTICLE 17
CHANGE IN LAW

In the event that a change in Law occurs, including without limitation, a change in the Net Metering Rules, or the administration or interpretation thereof by the Massachusetts Department of Public Utilities or the LDC (a "***Change in Law***"), which (a) materially restricts the ability of Seller to deliver Electricity generated by one or both of the Facilities to the Host Customer, or the ability of the Host Customer to deliver Electricity generated by the Facilities to the LDC or the ability of Buyer to receive Net Metering Credits, or (b) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including changes in Law that result in a material increase in Seller's costs of construction and installation, or continuing operation of, one or more of the Facilities, 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 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. Without limiting the foregoing, such amendments may include an amendment and restatement of this Agreement in the form of a net metering credit purchase agreement.

ARTICLE 18
NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Seller to:	Future Generation Wind, LLC 602 Head of the Bay Road Buzzards Bay, MA 02532 Facsimile: (508) 759-4916 Attention: Keith Mann, Manager
with a copy to:	Klavens Law Group, P.C. 420 Boylston Street, 5th Floor Boston, MA 02116 Facsimile: (888) 248-7594 Attention: Jonathan S. Klavens, Esq.
if to Buyer to:	Bourne Public Schools [insert entity & address]
with a copy to:	[insert entity & address]

if to a Designated Third Party, to the address and contact person of which Buyer has been given notice pursuant to this Article 18.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Notices may also be sent by electronic mail message and shall be deemed properly served when the sending Party receives a confirmation that the message has been completely transmitted without error (out-of-office auto-responses shall not comply), provided that messages transmitted on any day that is not a Business Day, or after 5:00 p.m. local time (at the location of the receiving Party) on a Business Day, shall be deemed given on the next Business Day following the day on which the sending Party receives a confirmation that the message has been completely transmitted without error. Any Party may change its address and contact person for the purposes of this Article 18 by giving notice thereof in the manner required herein.

ARTICLE 19
MISCELLANEOUS

19.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Articles 5, 8, 10, 11, 12, 13, 14, 16, 18, and 19 shall survive the termination or expiration of this Agreement.

19.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

19.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees and expenses.

19.4 Relationship of Parties. Seller will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

19.5 Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

19.6 Cooperation. Each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

19.7 Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

19.8 Joint Work Product. This Contract shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

19.9 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.

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

19.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the date first above written.

SELLER:

FUTURE GENERATION WIND, LLC

By: _____
Keith Mann
Manager

BUYER:

BOURNE PUBLIC SCHOOLS

By: _____
[Insert name]
[Insert title]

Exhibit A

PROPERTY; DELIVERY POINT

Property

The Property shall be the real property located at 810 Head of the Bay Road, Buzzards Bay, Massachusetts. Seller may modify the Property by its selection of one or more alternative or additional locations, provided that (i) Seller shall deliver notice of such modification to Buyer and (ii) any such alternative or additional location shall be within the LDC service territory and the same ISO New England load zone as the Property was in prior to such modification. Notwithstanding the foregoing, Seller shall have the right to irrevocably waive its right to modify the Property in accordance with this Exhibit A, provided that Seller shall provide notice to Buyer of any such waiver.

Delivery Points

The location[s] at the Property where Electricity is to be delivered from a Facility and received under this Agreement shall be the LDC Metering Device(s) on such Property behind which the respective Facility is located.

Exhibit B

CALCULATION OF ELECTRICITY PRICE

Base Pricing. For each Billing Cycle in which Electricity is delivered to the Delivery Point, the price per kWh of Electricity (the "***Electricity Price***") shall be the Electricity Price corresponding to the NMC Rate for that Billing Cycle as shown on the following table:

NMC Rate	*Electricity Price*
$0.14375 or less	$0.11500 (the "***Minimum Price***")
Greater than $0.14375 but less than $0.21560	$0.11500 + fifty percent (50%) of amount by which NMC Rate exceeds $0.14375
$0.21560 or higher	Seventy percent (70%) of NMC Rate

Tracking Account. If, for any Billing Cycle, the Minimum Price is in effect and therefore the Electricity Price exceeds eighty percent (80%) of the NMC Rate for that Billing Cycle (the "***Discounted Value***"), a credit for that Billing Cycle shall accrue in a tracking account (the "***Tracking Account***"). The credit will be an amount equal to (i) the difference between the Electricity Price and the Discounted Value multiplied by (ii) the product of (A) the kWh of Electricity delivered to the Host Customer during that Billing Cycle and (B) the Buyer Allocation Percentage. No interest will be charged on the Tracking Account balance and no remaining Tracking Account balance at the end of the life of the Project will be due to Buyer. There will be no cash value to the Tracking Account.

Compensatory Discount. Whenever the Electricity Price is above the Minimum Price and there is a positive balance in the Tracking Account, the Purchase Price will be a specially discounted price (the "***Compensatory Price***") until the value of the Tracking Account is zero. In order to allow the Tracking Account to be paid down gradually over a reasonable time period, the Compensatory Price will be the greater of (i) $0.01/kWh below the Electricity Price and (ii) the Minimum Price. When the Compensatory Price is in effect, the dollar value of the resulting savings accruing to Buyer will be debited from the Tracking Account. Until the Tracking Account reaches zero, the debit will be an amount equal to (i) the difference between the Electricity Price for the Billing Cycle and the Compensatory Price multiplied by (ii) the product of (A) the kWh of electricity delivered to the Host Customer during that Billing Cycle and (B) the Buyer Allocation Percentage.

Exhibit C

BUYER ALLOCATION PERCENTAGE; TARGET BUYER ACCOUNT INFORMATION

Buyer Allocation Percentage

The ***Buyer Allocation Percentage***" shall be the fraction, expressed as a percentage, of (i) [[redacted]] kWhs divided by (ii) the expected annual output of the Project, as determined by Seller upon finalization of the Project's aggregate generating capacity.

Target Buyer Account Information

All NSTAR electricity accounts of Buyer.

Upon Seller's request, in order to facilitate Seller's preparation of the initial Schedule Z(s), Buyer shall promptly provide Seller with the following information regarding each such account:

- NSTAR customer name
- Account billing address
- NSTAR account number
- Annual NSTAR electricity charges
- Annual kWh usage
- Percentage of Buyer Allocation Percentage to be allocated to such account

Without reducing the Buyer Allocation Percentage, Buyer may from time to time request an adjustment in the proportionate percentages of Net Metering Credits to be allocated to each individual Target Buyer Account, and may remove or add individual Target Buyer Accounts, by providing such written request to Seller. Buyer acknowledges that any such request cannot be inconsistent with its obligations under the Agreement, including without limitation, its obligations under Section 7.5.

Seller shall promptly review such request and coordinate with the Host Customer with respect to the filing with the LDC of an amended Schedule Z (or of amended Schedule Zs, as the case may be) pursuant to the then-applicable Net Metering Rules. The Parties acknowledge that the timing of the LDC's implementation of such an adjustment to the percentages set forth on a Schedule Z shall be in the control of the LDC and Buyer may continue to receive allocations of Net Metering Credits under previously agreed percentages until the LDC has implemented the requested amendments. Seller shall use commercially reasonable efforts to facilitate the LDC's implementation of such amendments.