SPECIAL COMMITTEE ON ENERGY CONTRACTS AND RELATED ACTIVITIES

November 19, 2024 at 5:15 PM
Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen O'Neil, Terrio, Morgan, Kantor, T. Sapienza

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Communication from Tim Clougherty, Public Works Director, requesting authorization to enter into Group Net Metering Credit Purchase Agreements with the terms and conditions being subject to final review and approval of the City Solicitor’s Office with input and support from Competitive Energy Services.
Ladies and Gentlemen, what is your pleasure?

If there is no further business, a motion is in order to adjourn.

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

CITY OF MANCHESTER
Department of Public Works

November 8, 2024

Alderman Dan O'Neil
Chairman, Special Committee on Energy
One City Hall Plaza
Manchester, NH 03101

Alderman O'Neil:

The passage of HB 281 last year enables municipalities to enter net metering agreements outside the geography of Manchester. The elements of the agreements are as follows: the City of Manchester enters into a Group Net Metering Credit Purchase Agreement with a developer. This Agreement provides assurance that the power generated has a net metering customer to apply the power generated, which enables the project to qualify for New Hampshire's group net metering program and receive payments for the power it generates. This correspondingly affords the developer assurances to seek capital financing. Once the project is online the developer then agrees to pay the City a percentage of the revenue received from sale of the power. The City has no obligation beyond this and will collect a percentage of revenue, based on the market rate of power, throughout the term of the agreement.

Through these agreements the City of Manchester will be supporting the expansion of renewable resources in the State of New Hampshire as well as generating revenue for the general fund budget.

The Department of Public Works, through its energy consultant Competitive Energy Services (CES), issued a Request For Proposals (RFP) to gauge interest in developers seeking the City of Manchester to partner in Group Net Metering Credit Purchase Agreements. The Department received three responses we recommend the Board to consider.

The three entities are Kearsarge Energy, Ameresco, and Freedom Energy Logistics. With respect to Kearsarge and Ameresco these are 20 year agreements. With Freedom Energy the agreements are less financially lucrative but also month to month with no long term commitments.

The estimated revenue generated by entering into the three Agreements are as follows, based on current market conditions:

FY2025	$17,000
FY2026	$135,000
FY2027 through 2045	$208,000 Annually

I have attached information from CES relative to these agreements as well as the initial form Agreements from each of the developers.

We respectfully request that the Board authorize the Department to enter into these agreements, with the terms and conditions being subject to the final review and approval of the City Solicitor's office with input and support from CES.

Thank you. I am available should there be any questions.

475 Valley Street • Manchester, New Hampshire 03103 • (603) 624-6444 • FAX: (603) 624-6487
E-mail: **hiway@manchesternh.gov** • Website: www.manchesternh.gov

Sincerely,

MANCHESTER

Timothy J. Clougherty TC
Director
Department of Public Works

Cc: Mayor Jay Ruais
Owen Friend-Gray, PE, Deputy Director, DPW
Emily Rice, City Solicitor

COMPETITIVE ENERGY SERVICES

MEMORANDUM
Offsite Net Metering Credits

TO: City of Manchester

FROM: Competitive Energy Services

DATE: November 8, 2024

RE: **RFP Responses for Offsite Renewable Net Metering Credit Projects**

Summary

At the request of the City of Manchester (the "City"), Competitive Energy Services ("CES") drafted and facilitated the release of a Request for Proposals ("RFP") for Renewable Net Metering Credit Agreements for Offsite Renewable Systems. This RFP was spurred by the recent expansion of the New Hampshire group net metering program which allowed for renewable systems less than 5MW located anywhere in Eversource New Hampshire territory to qualify for municipal group net metering credits. HB 315 initially allowed for the expansion to 5MW system limit, which spurred the development of the Dunbarton Rd landfill array. Thereafter, HB 281 removed the requirement that the renewable energy project location "host location" for a net metering credit project be in the same municipal district as the municipal entity receiving the credits. This opened up to all territory within that same utility, so in the case of The City of Manchester this opened up all of Eversource territory versus just Eversource territory within The City limits.

The RFP (FY24-500-54) was posted publicly through the City's procurement page and was shared broadly with renewable project owners and developers through CES's contact list. In response to the RFP, the City received proposals from five project developers: Kearsarge, ReVision, New Hampshire Solar Garden, Freedom Energy, and Ameresco. Four out of the five developers proposed solar PV projects that were in various stages of development. Freedom Energy proposed purchasing shares of either operational landfill gas and hydro projects on a month-to-month contract. CES proposes that the City target an offtake amount of 14,500 MWh (about 50% of existing consumption) from the proposed net-metering projects annually. The City has an existing net metering credit purchase arrangement with the ~3 MW solar project at the Dunbarton landfill, which generates about 3,500 MWh annually.

As the City's energy advisor, Competitive Energy Services has evaluated the proposals provided by each of the selected project developers and recommends proceeding with negotiating final Group Net Metering Agreements (or similar) aligning with the terms proposed in response to the RFP and the form agreements provided by each vendor. CES will work with the City Solicitor or other stakeholders to provide input on a review of the business-related terms of these agreements to make sure they align with the intent of the RFP responses and provide the expected benefits to the City. As always, we'll note that CES is not legal counsel.

Developer	Project Nickname	Technology	Project COD and Online Capacity	Project Capacity (MW DC)	Price Structure	Term Options	Target Annual Offtake Amount (MWh)	Project Price ($/kWh) Or Discount Rate (%)	7/1/24- 6/30/25 Estimated FY25 net revenue	7/1/25- 6/30/26 Estimated FY26 net revenue	7/1/26- 6/30/45 Estimated *Annual* FY27 -FY45 net revenue
Freedom Energy	Option 2	Hydro	Operational	NA	Fixed Price	Month to Month	14,500	$0.002/kWh	$14,500	$29,000	*not enrolled*
Ameresco	East Option 1	Solar PV	Q1 2025	2.581 (7% of project available)	Discount %	20 years	240	20% Discount	$2,500	$5,000	$5,000
Kearsarge	Option 1B	Solar PV	Q4 2025	12	Discount %	20 years	12,000	12.5% Discount	*not online yet*	$78,000	$156,000
Ameresco	West Option 1	Solar PV	Q1 2026	3.441(Model ~50% subscription)	Discount %	20 years	2,260	20% Discount		$23,000	$47,000
								Annual Total:	$17,000	$135,000	$208,000

GROUP NET METERING AGREEMENT

This Group Net Metering Agreement (this "Agreement") is by and between **Kearsarge Solar LLC**, a Massachusetts limited liability company located at 1380 Soldiers Field Road, Suite 3900, Boston, MA 02135 ("Kearsarge") and ______________________________, located at ____ ("City"). City intends to be a member of a Group Net Metering Arrangement, as defined below and Kearsarge intends to register one of the customer generators it owns to be the Municipal Host, defined below. City's Meters, as defined below, shall be listed in Schedule A-1. City and Kearsarge may be referred to together herein as "Parties" and individually as "Party". This Agreement is effective and binding on the Parties as of the date hereof.

I. Purpose

The Parties enter into this Agreement to create a Group Net Metering Arrangement in accordance with New Hampshire RSA 362-A:9, XIV and House Bill 315 as passed by the Governor and General Court effective August 26, 2021. Under House Bill 315 (August 26, 2021), "Municipal Host" means a customer generator with a total peak generating capacity of greater than one (1) megawatt and less than five (5) megawatts AC used to offset the electricity requirements of a group consisting exclusively of one or more customers who are political subdivisions, provided that all customers (who shall each be a Member, as defined below, of the Group Net Metering Arrangement) are located within the same utility franchise service territory as the Municipal Host. "Political subdivision" means the state of New Hampshire or any city, town, county, school district, chartered public school, village district, school administrative unit, or any district or entity created for a special purpose administered or funded by any of the above-named governmental units. The Parties agree that the Group Net Metering Arrangement may include additional Meters of Political subdivisions not affiliated with City.

Under RSA 362-A:1-a, II-c, and, in accordance with this Agreement, Kearsarge shall register a customer generator (the "Facility") to become a Municipal Host for the purpose of reducing or otherwise controlling the energy costs for City. Kearsarge, as the Party controlling the Municipal Host, shall provide a list of each Member of the Group Net Metering Arrangement to the Department of Energy, as defined below and the Utility, as defined below, and shall certify that all group Members have executed an agreement with Kearsarge regarding the utilization of kilowatt hours produced by Kearsarge's Facility and that the total historic annual load of the group Members together with Kearsarge equals or exceeds the projected annual output of Kearsarge's Facility. The Parties understand that this Agreement is subject to the DOE verifying that these Group requirements have been met and Kearsarge's registration as a Municipal Host. The Parties understand that the Group Net Metering Arrangement under this Agreement shall not be made available to a customer-generator Municipal Host until such Municipal Host is registered by the DOE.

II. Background

A. As set forth below, upon designating the Facility as a Municipal Host in accordance with HB 315, RSA 362:A;1-a, II-c and RSA 362-A:9, XIV, Kearsarge shall provide Notice to City.

B. The Facility, City, and any additional Members of the Group Net Metering Arrangement shall be customers of the Utility.

C. The Facility is an "eligible customer-generator" as defined in RSA 362-A:1-a, II-b and Puc 902.05.

D. City desires to become a "Member" as defined below and in Puc 902.22.

E. The Parties have accordingly entered into this Agreement to establish the terms and conditions under which Kearsarge and City, in accordance with RSA chapter 362-A, Puc 902-909 and other applicable law, as may be amended from time to time, shall create a Group Net Metering Arrangement.

N O W, T H E R E F O R E,

In consideration of the mutual covenants and agreements herein set forth, the Parties hereby agree as follows:

III. Definitions

Capitalized terms used herein but not otherwise defined shall have the following meanings:

A. "Department of Energy" or "DOE" means the New Hampshire Department of Energy.

B. "Effective Date" shall mean the date on which City and Kearsarge execute this Agreement.

C. "Environmental Attribute" means all fuel, emissions, air quality, or other environmental characteristic, credit, benefit, reduction, offset, and allowance, howsoever entitled, named, registered, created, measured, allocated, validated, now or hereafter recognized or deemed of value (or both) by DOE, under any applicable Law, or any voluntary program of any governmental authority or other person resulting from the use of generation or the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water attributable to the Facility during the Term or the generation, purchase, sale, or use of energy from or by the Facility during the Term, and all carbon offsets and all Environmental Attribute reporting rights, including all evidence (if any) thereof, such as renewable energy credits.

D. “Group” means one or more Members who are customers of the same distribution Utility who have signed an agreement with a Municipal Host as required by RSA 362-A:9, XIV.

E. “Group Net Metering Arrangement” means an agreement between one or more electric utility customers, located within the same electric company service territory, to combine electricity meters in order to share and allocate Surplus Generation generated by a net metering facility.

F. “Member” means a customer of the same distribution utility as the municipal host, who signs an agreement to be a member of a group under RSA 362-A:9, XIV, who remains a customer of the same distribution utility as the Municipal Host during its membership in the group, and, except as provided in Puc 902.16, who is not a customer-generator.

G. “Meters” shall have the meaning given in Article VI, A of this Agreement.

H. “Municipal Host” means a customer generator with a total peak generating capacity of greater than one megawatt and less than 5 megawatts AC used to offset the electricity requirements of a Group consisting exclusively of one or more customers who are Political subdivisions, provided that all customers are located within the same Utility franchise service territory.

I. “Net Energy Metering” means “net energy metering” as defined in RSA 362-A:1-a, III-a, namely, “measuring the difference between the electricity supplied over the electric distribution system and the electricity generated by an eligible customer-generator which is fed back into the electric distribution system over a billing period.”

J. “Notice” shall have the meaning given in Article XV of this Agreement.

K. “Surplus Generation” means electricity generated by the Facility subject to Net Energy Metering and measured and delivered to the distribution Utility.

L. “Surplus Generation Payment” means the payment received by Kearsarge from the Utility for Surplus Generation.

M. “Term” means twenty (20) years from the date the Facility achieves commercial operations, or any earlier termination as set forth in this Agreement.

N. “Utility” means the retail electric company serving the Municipal Host .

O. “Volumetric Commitment” means the total annual kilowatt-hours committed by the Member within Schedule A to the Agreement.

IV. Application to Register As A Municipal Host for Group Net Metering

A. Kearsarge shall, within five (5) days of registering the Facility as a Municipal Host or the Facility being denied as a Municipal Host, provide Notice to City of such registration or denial as a Municipal Host.

B. Kearsarge shall submit the application for the Facility to become registered as a Group Host with the DOE within sixty (60) days prior to the Facility achieving commercial operations, unless such time is extended by City at City's sole discretion.

V. Group Net Metering Arrangement

A. This Agreement governs the Group Net Metering Arrangement as is required by RSA 362-A and any other applicable law.

B. Kearsarge, as the Party controlling the Group Host, shall administer a Group Net Metering Arrangement, inclusive of City and any other Members, if any, in accordance with this Agreement, and applicable law.

VI. Electricity Meters in Group

A. The Parties hereto agree that the electricity meters (the "Meters") listed in Schedule A-1 to this Agreement shall be included as a part of this Group Net Metering Arrangement. In accordance with PUC 909.06(b), City and Kearsarge may mutually agree to amend Schedule A-1 to add Meters to the Group Net Metering Arrangement. The addition of a Meter shall be effective on the Meter's first meter read date immediately following the new Meter's addition. The departure of a Meter shall be effective on the Meter's first meter read date immediately following the Meter's date of departure. A departing Meter shall receive its allocated share of payments due from Kearsarge, and shall be responsible for their allocated share of any payments due to Kearsarge, through the effective date of its departure.

B. Upon the occurrence of a City Event of Default, the termination of this Agreement, or the expiration of the Term, Kearsarge shall be entitled to remove City and/or its designated Meters from the Group.

C. Kearsarge shall provide information related to the addition or removal of any Meters in the Annual Report required by Puc 909.07.

VII. Allocation of Funds Credited by Utility for Surplus Generation

A. Allocation of Surplus Generation. For the Surplus Generation, the Utility makes a payment to Kearsarge as is required by Puc 909.08 ("Surplus Generation Payment"). Within thirty (30) days of receipt of the Surplus Generation Payment, Kearsarge shall provide a payment to City according to the allocation method described in Schedule B.

B. Annual True-Up. The Municipal Host shall be responsible for paying any bill related to the annual true-up calculation required by Puc 909.08(h).

VIII. Ownership of the Facility

Kearsarge owns the Facility. Nothing in this Agreement shall have the effect of passing any right, title or interest in, or liability related to the Facility, to City or any other person.

IX. Covenants

A. Exclusivity. Subject to Section XI of this Agreement, City shall not otherwise enter into a Group Net Metering Arrangement with any other person or entity for the Meters referenced in this Agreement from the Effective Date through the end of the Term. To enter a Meter into such a new Group Net Metering Arrangement with another person or entity, the Member would first have to remove the Meter from this Agreement according to the terms and conditions described in this Agreement.

B. Utility. Subject to Section XI of this Agreement, the Parties shall each remain customers of the Utility in good standing at all times during the Term, provided, however, that City need not receive electricity supply from the Utility, and shall not take any action to cause any Meter to be disconnected or removed from the Utility's service without appropriate Notice. The Parties shall each pay their obligations to the Utility as the same become due and payable at all times during the Term.

C. Authorization. Kearsarge is hereby authorized to take all such additional actions, including, without limitation, making any filings and submissions to the Utility, the DOE and any other applicable regulatory bodies, individually or on behalf of Kearsarge or City, as may be necessary from time to time to carry out the terms of this Agreement. Within five (5) days of taking any such action herein, Kearsarge shall provide Notice to City in accordance with this Agreement.

X. Representations and Warranties.

Each Party hereby represents and warrants as follows:

A. Right, Power and Authority. It has full right, power and authority to enter into this Agreement, and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

B. Binding Obligation. This Agreement has been duly authorized by all necessary action of Kearsarge and City, and constitutes a valid and binding obligation on Kearsarge and City, enforceable in accordance with the terms hereof.

C. True and Accurate. To the best of the Parties' knowledge and belief, the information provided in this Agreement is true and accurate.

D. City has not entered into any other Group Net Metering Arrangement(s) for the Meters in this Group Net Metering Arrangement as listed in Schedule A-1.

XI. Term and Termination.

A. Term. This Agreement shall commence on the Effective Date set forth above, and shall remain in effect during the Term, unless terminated earlier in accordance with this Agreement pursuant to this Section XI and in accordance with applicable law.

B. For Cause Termination by Kearsarge. Kearsarge has the right to terminate this Agreement upon the occurrence of any of the following events:

(1) Any breach of this Agreement by City which is not cured within thirty (30) days of written Notice thereof from Kearsarge.

C. For Cause Termination by City. City has the right to terminate this Agreement upon the occurrence of any of the following events (a "Kearsarge Event of Default"):

(1) City fails to receive any Surplus Generation payment as described in Schedule B from the Municipal Host, excluding lack of payment due to no generation, subject to Article XVIII.

(2) Kearsarge fails to generate and provide Surplus Generation Payments to City equivalent to a minimum of 75% of its annual Volumetric Commitment, subject to Article XVIII.

(3) Any breach of this Agreement by Kearsarge which is not cured within thirty (30) days of written Notice thereof from City, unless the breach cannot reasonably be cured within thirty (30) days, in which case Kearsarge shall use good faith efforts to cure such breach as efficiently as reasonably possible, provided, however, that the cure period shall not extend beyond forty-five (45) days;

D. All payment obligations and all rights and remedies of the Parties hereto, arising prior to the termination of this Agreement shall survive the termination thereof. Upon termination, the Parties shall have no further liabilities towards each other except for those payment obligations, rights, and remedies occurring prior to the termination.

XII. Assignment

The Parties may not assign or transfer this Agreement to any other another person or entity without the other Parties' prior written consent, and any attempted assignment or transfer without such consent shall be void. Notwithstanding the foregoing, no prior written consent is required in connection with any assignment by Kearsarge: (i) in connection with the financing of the Facility or (ii) with respect to the assignment of the Facility to an affiliate under common control of Kearsarge. Any entity providing financing to Kearsarge for the Facility, shall have the rights set forth in Schedule C attached hereto.

XIII. Environmental Attributes

All Environmental Attributes and any and all rebates, tax credits, and other economic benefits in connection with the Facility shall remain property of Kearsarge or its successors or assigns. Kearsarge shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Kearsarge's sole discretion.

XIV. Liability

Each Party agrees to waive any claim or right against the other and its affiliates for consequential damages or punitive damages; and no Party shall be liable to the other or any affiliate of a Party under this paragraph or otherwise for or as a result of any proceeding in which rates are reviewed or established for either Party by the New Hampshire Public Utilities Commission, DOE or other regulatory body having jurisdiction over this Agreement. In no event shall Kearsarge or any officer, member, manager, employee, partner, affiliate or owner thereof be liable to City under this Agreement or otherwise in the event: (i) the Facility fails to generate electricity at any time, (ii) Kearsarge fails to maintain any necessary license, permit or government approval, or (iii) for any error or omission in any filing or instructions submitted by or on behalf of Kearsarge or the Members to the Utility or any governmental entity. Notwithstanding anything to the contrary herein, Kearsarge's maximum liability under and in connection with this Agreement (whether in contract, tort, strict liability or otherwise) shall not exceed the aggregate amount of all payments owed to City according to the allocation method described in Schedule B based on actual Surplus Generation Payment received by Kearsarge from the Utility.

XV. Notices

All notices, requests, demands, claims and other communications (each, a "Notice") hereunder shall be in writing, addressed to the intended recipient as set forth below, or to such other person, address or number as the Party entitled to such Notice shall have specified by Notice to the other Party given in accordance with the provisions of this Section. Any such Notice shall be deemed duly given on the earliest of: (i) when delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by reputable overnight courier services (charges prepaid); (iii) one (1) business day after being sent to the recipient by facsimile or email transmission; or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid.

Any Notice hereunder shall be deemed to have been given if in writing and mailed by registered or certified mail, return receipt requested, to the Parties named above, as well as the following:

Kearsarge Solar LLC
1380 Soldiers Field Road, Suite 3900
Boston, MA 02315

____
____
____

XVI. Fees and Expenses

Each Party will bear its own fees and expenses incurred in the transactions contemplated by this Agreement.

XVII. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire, without giving effect to principles of conflict of laws that would require the application of any other law. In the event of any amendment or repeal of the governing law that alters the fundamental purpose and intent of this Agreement, the Parties shall work in good faith to address any equitable issues that arise and maintain the central purpose of the Agreement. If the Parties are unable to reach an agreement to amend this Agreement in such an event, then either Party may terminate this Agreement upon written Notice to the other Party, and upon such Notice neither Party shall have any further obligations to the other Party under this Agreement. Any termination pursuant to this Section shall not affect either Party's payment obligations for generation prior to such termination.

XVIII. Force Majeure

Kearsarge shall not be responsible for any failure to perform to the extent that Kearsarge is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and Kearsarge gives Notice and details of the Force Majeure to City as soon as practicable (and in any event within five (5) business days after becoming aware of the Force Majeure event or circumstance). Kearsarge shall use commercially reasonable and diligent efforts to eliminate or avoid the Force Majeure and, thereafter, promptly and diligently resume performing its obligations under this Agreement. As used herein, "Force Majeure" shall mean any event or circumstance that prevents either Party from performing its obligations under this Agreement, which event or circumstance: (i) is not within the reasonable control, and is not the result of the fault or negligence, of the Party claiming Force Majeure, and (ii) by the exercise of reasonable due diligence, the Party is unable to overcome or avoid or cause to be avoided. Force Majeure will not be based on economic or financial hardship. In addition, a delay or inability to perform substantially attributable to a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments (unless otherwise caused by an event of Force Majeure), or lack of or deficiency in funding or other resources, shall each not constitute a Force Majeure. Force Majeure shall include, without limitation, events such as: fires; floods; lightning strikes; ground sliding; droughts causing low or insufficient river flow, earthquakes, supply chain delays and delays caused by the Utility any disruption of the operations of the Facility due to any maintenance, repair, or other condition on the property where the Facility is located. If a Force Majeure qualifying event occurs for a duration of nine (9) consecutive months and prevents electricity generation by Kearsarge for that duration, notwithstanding Article XI, D, the Parties may terminate this Agreement and upon termination, neither Party shall have any liability or responsibility to the other Party after the date of such termination.

XIX. Dispute Resolution

The Parties shall attempt in good faith to resolve all disputes arising under or with respect to this Agreement promptly by negotiation, as follows. A Party may give the other Party written Notice of any dispute not resolved in the normal course of business. Representatives of the Parties shall meet at a mutually acceptable time and place within fifteen (15) business days after delivery of such Notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute. If the Parties cannot resolve the dispute in this manner, they shall refer the dispute to a meditator. The results of such mediation shall be nonbinding unless otherwise agreed to in writing by both Parties. If the designated representatives and mediation fail to resolve the dispute within sixty (60) days after the delivery of Notice of dispute, then any Party may initiate arbitration as provided below. Arbitration shall take place at a place of the Parties' choosing in accordance with the Commercial Arbitration Rules or equivalent of the American Arbitration Association, and judgment entered upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notice of a demand for arbitration must be delivered to the other Parties to this Agreement within one hundred twenty (120) days after the delivery of the Notice of dispute. Notwithstanding the above, arbitration shall not be initiated if, on the date of the demand for arbitration, the institution of legal or equitable proceedings based on the controversy is barred by the applicable statute of limitations.

XX. Waiver

Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion.

XXI. Severability

If any term or provision of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XXII. Binding Effect

This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

XXIII. Entire Agreement

This Agreement represents the full and complete agreement between the Parties with respect to the subject matter contained therein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter. This Agreement may be executed in one or more counterparts, all of which take together shall constitute one and the same instrument.

XXIV. Further Assurances

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold its compliance with any reasonable request made pursuant to this Section.

XXV. Member Authorization

The City's Board of Aldermen authorized City to enter into this Agreement at their ________________________meeting.

XXVI. Forward Contract; Bankruptcy Code

Kearsarge asserts that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Kearsarge is a "forward merchant" within the meaning of the United States Bankruptcy Code. Kearsarge further asserts that it is not a "utility", as such term is used in Section 366 of the United States Bankruptcy Code, and City agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein any of City are a debtor.

XXVII. Execution This Agreement may be duly executed and delivered by a Party by electronic "pdf" delivery of the signature page of a counterpart to the other Parties.

IN WITNESS WHEREOF the Parties do hereby execute this Agreement as of the ______ day of ______________, 2024.

Kearsarge Solar LLC

____

Name: Andrew J. Bernstein

Title: Manager

Date:

____

____

Name:

Title:

Date:

Schedule A

City's Volumetric Commitment shall be: 12,500,000 (twelve and one-half million) kilowatt-hours per year.

Schedule A-1 - City Meters

Utility Account Number	Billing Address	Service Address	Meter Numbers	Service Reference Number

Schedule B

Kearsarge shall allocate the Surplus Generation Payment as follows:

(i) On a monthly basis, Kearsarge will receive from the Utility the Surplus Generation Payment. Kearsarge shall pay to City, within 30 (thirty) days of receiving the Surplus Generation Payment, an amount equal to 10 (ten) percent of the allocated portion attributable to City's Meters. The allocated portion shall be calculated as City 's Volumetric Commitment for its Meters in relation to the total annual load of the Members.

The payment to City shall be consolidated for all of its Meters listed in Schedule A-1 and paid in a monthly lump sum payment to City. Payment may be made by check or by electronic fund transfer as agreed upon by the Parties.

Payments by Check must be remitted as follows:

Payable to:

____

____

____

(ii) For the purposes of this Agreement, City's total annual load shall be the total amount of kilowatt hours purchased by City and billed from the Utility in the prior calendar year for City's Meters included in Schedule A-1. The sum of the total load of all Members shall be the total annual amount of kilowatt hours purchased by the Members and billed from the Utility in the prior calendar year for the Meters included in the Group Net Metering Arrangement.

(iii) If the Utility performs an annual true-up and determines that the Facility's Surplus Generation for the previous year exceeded the Members' total electric usage for that same year, Kearsarge shall be responsible for paying the reimbursement due from Kearsarge to the Utility. City shall not be responsible for any costs associated with such a true-up.

(iv) City shall provide, in a timely manner, monthly invoices from Utility to confirm usage information for its Meters listed in Schedule A-1 or otherwise provide actual monthly electricity usage information to Kearsarge in a manner agreed upon by Kearsarge.

Schedule C

Certain Agreements for the Benefit of Financing Parties

The Parties hereto acknowledge that Kearsarge will be financing the installation of the Facility either through an institutional lessor, lender or with financing accommodations from one or more financial institutions (each, a "Financing Party") and that Kearsarge may sell or assign the Facility to such parties and/or may secure Kearsarge's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, City agrees as follows:

(a) Consent to Collateral Assignment. City consents to the collateral assignment by Kearsarge to a Financing Party that has directly or indirectly provided financing of the Facility, of Kearsarge's right, title and interest in and to this Agreement.

(b) Notices of Default. City will deliver to the Financing Party at the address for the Financing Party stated in the Special Conditions (or such other address provided by Kearsarge or Financing Party to City), concurrently with delivery thereof to Kearsarge, a copy of each notice of default given by City under this Agreement, inclusive of a reasonable description of Kearsarge's default. No such notice will be effective absent delivery to the Financing Party pursuant to this paragraph.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Facility, subject to City's rights under this Agreement.

ii. The Financing 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 Kearsarge thereunder or cause to be cured any default of Kearsarge thereunder in the time and manner provided by the terms of this Agreement. Unless the Financing Party has succeeded to Kearsarge's interests under this Agreement, nothing herein requires the Financing Party to cure any default of Kearsarge under this Agreement or to perform any act, duty or obligation of Kearsarge under this Agreement, but City hereby gives it the option to do so and does not waive its rights to pursue any available remedy for failure to cure a default.

iii. Upon the exercise of remedies under its security interest in the Facility, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Kearsarge to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to City of the transferee or assignee of Kearsarge's interest in this Agreement. Any such exercise of remedies shall not, in and of itself, constitute a default of the assignment provisions under this Agreement, provided that any assignment of this Agreement in such circumstances is to a party that is acquiring the Facility (or Kearsarge's leasehold interest in the Facility).

(d) Right to Cure.

i. City will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Kearsarge) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and such condition is not cured within the cure periods provided for in this Agreement. The Parties' respective obligations will otherwise remain in effect during any cure period.

ii. If the Financing Party pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Kearsarge's assets and shall, within the time periods described in paragraph (d)(i) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner and time periods 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.

* * * * * *

NET METERING CREDIT PURCHASE AGREEMENT

THIS NET METERING CREDIT PURCHASE AGREEMENT ("***Agreement***") is made and entered into as of this_______________, 2024 (the "***Effective Date***") by and between _________________, with an address ________________ ("***Buyer***") and ____________ Solar LLC, a Delaware limited liability company, with an address of 111 Speen Street, Suite 410, Framingham, MA 01701 ("***Developer***"). Buyer and Developer are sometimes hereinafter referred to individually as a "***Party***" and collectively as the "***Parties***".

(A) Developer proposes to construct a solar photovoltaic generation facility (the "***Facility***") with an aggregate generating capacity of up to approximately _________ MW DC (____________ MW AC) (the "***Project***") on the property described in Attachment B hereto (the "***Property)***;

(B) the Parties intend that, pursuant to the Net Metering Rules (defined below) the Project will be comprised of one or more Net Metering Facilities (defined below), and will generate Net Metering Credits (defined below);

(C) Developer desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, a portion of the Net Metering Credits generated by the Project during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement.

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

Section 1. DEFINED TERMS; RULES OF INTERPRETATION

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Attachment A hereto.

Section 2 RESERVED.

Section 3 TERM

(a) Term. The term of this Agreement (the "***Term***") shall commence on the Effective Date and shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date, or such earlier date provided herein. The Term may be extended by mutual written agreement of the Parties for two (2) additional terms of up to five (5) years each at an Electricity Price to be agreed upon by the Parties at the time of the extension (each an "***Additional Term***").

(b) Without constituting a default under this Agreement, and without liability of either Party to the other Party (except for amounts then due under this Agreement), Developer shall have the right, but not the obligation, to terminate this Agreement prior to expiration of the Term upon the occurrence of an unstayed order of a court or administrative agency having the effect of subjecting the sales of Electricity to federal or state regulation of prices and/or services.

(c) Conditions Precedent. The obligation of Developer to sell Net Metering Credits hereunder) is subject to the fulfillment of each of the following conditions precedent or waiver by Developer):

(i) Developer shall have obtained financing on terms acceptable to Developer in its sole discretion. For the purposes of this subparagraph (c)(i), financing may include debt financing, equity financing, tax equity financing, loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, mortgages, interest rate exchanges, or swap agreements, and any other documents relating to the development, bridge construction or the permanent financing for the construction and operation of the Facility;

(ii) Developer shall have obtained all permits, licenses and other approvals required by Applicable Legal Requirements and from the LDC and owner of the Property for construction, installation and operation of the Facility;

(iii) Developer shall have determined that no upgrades are required to Buyer's existing electrical infrastructure, it being acknowledged by both Parties that neither Party shall be under any obligation to pay for any required upgrades;

(iv) The LDC shall not have required material changes in plans and/or specifications to the Facility or the interconnection of Buyer's facilities which requires additional costs or fees for interconnection application costs, utility upgrade costs and utility impact study costs in excess of $____________ (said amount being the amount Developer reasonably anticipates as the cost of interconnection and upgrades, if any, as of the Effective Date); provided that Developer's right of termination hereunder may be exercised only if Developer requests a reasonable adjustment to the Credit Price for such interconnection costs and Buyer, in its sole discretion, does not agree within a reasonable time thereafter (not to exceed 30 days), such agreement to be evidenced by an amendment to this Agreement executed by the Parties;

(v) Buyer 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;

(vi) Without limiting the foregoing condition, Developer shall register with the LDC as a Group Host, and the Buyer as a group member to aggregate municipal electric bills;

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

(viii) Developer shall have entered into a lease for the Property and shall not have exercised any right to early termination pursuant to such lease due to discovery of any title defect, encumbrance or site conditions that materially adversely impacts Developer's use of the Property; and

(ix) Developer shall have confirmed that Developer will obtain all applicable Environmental Incentives including without limitation qualification under the Net Metering Program.

Developer shall give Buyer written notice of Developer's intent to terminate this Agreement due to non-fulfillment or failure of any of the foregoing conditions. In the event Developer terminates this Agreement pursuant to the preceding sentence, the Parties shall have no further obligations under this Agreement except those which survive expiration or termination of this Agreement in accordance with the terms hereof. Developer shall notify Buyer when the conditions are met, and on or before such notice, Developer shall provide Buyer with the construction schedule.

Section 4 FACILITY OWNERSHIP, INSTALLATION, OPERATION, MAINTENANCE, AND REMOVAL

(a) Title to Facility. 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 Facility, permits, approvals, Environmental Attributes, Environmental Incentives, Reporting Rights and tax benefits associated with the Facility shall be with the Developer. Developer shall be the legal and beneficial owner of the Facility, which Facility will at all times retain the legal status of personal property of Developer as defined under Article 9 of the Uniform Commercial Code. Buyer will not take a position on any tax return or in other filings suggesting that it is anything other than a purchaser of Electricity or Net Metering Credits from the Facility. 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.

(b) Cooperation Regarding Authorizations. Developer will prepare, file and manage applications for all permits, approvals, registrations and other related matters under the Net Metering Program and with the LDC and any other Governmental Authority and, to the extent necessary, Developer will do so on behalf of Buyer. Buyer agrees to reasonably cooperate with Developer 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 and if necessary, and subject to Applicable Legal Requirements, Buyer shall designate Developer 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.

(c) Notice of Commercial Operation. Subject to the provisions of this Agreement, Developer shall notify Buyer when the Facility achieves Commercial Operation ("***Notice of Commercial Operation***"), and shall in such notice state the Commercial Operation Date and the Facility's actual nameplate capacity.

(d) Net Metering Provisions.

(1) Host Customer. At Developer's request, Buyer shall take any reasonable action and execute any documents that are necessary to designate Buyer as the LDC customer of record for the LDC Metering Device and otherwise establish Buyer as the Host Customer for such Facility for purposes of the Net Metering Rules. Developer shall prepare any such documents, including the LDC's net metering service application and Buyer shall reasonably cooperate with Developer's preparation of such documents, including, without limitation, by providing information on Buyer's existing other accounts with the LDC.

(2) Allocation of Net Metering Credits. At Developer's request, Buyer shall promptly take any action and execute any documents, as required, so that, all of the Net Metering Credits accruing to Buyer as Host Customer of the Facility are allocated to the Target Buyer Accounts 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 Developer prior to undertaking or permitting any such allocation. As the Group Host, Host Customer shall, at the request of Developer from time to time (but no more often than twice per year), execute such documents as Developer may request, pursuant to which the Net Metering Credits generated by the Facility shall be allocated to Buyer in Buyer Allocation Percentage (as applicable), and to such other customers of Developer, in such percentages as Developer shall request. Developer shall assist Buyer in completing any such documentation.

(3) Net Metering Facility of a Net Metering Group (Municipal Host). Buyer acknowledges that Buyer shall be deemed a Municipal Host of a Net Metering Group with all members within a Political Subdivisions within the meaning of the Net Metering Rules, and agrees not to take any action inconsistent with such regulatory status of the Facility except insofar as such action is expressly authorized hereunder.

(4) 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 LDC to provide certain assurances that the Facility will be an eligible Net Metering Facility once the Facility commences operation.

(5) Customer Interconnection Acknowledgement. In order to fulfill the LDC's requirements for interconnecting to the LDC distribution grid an energy generating facility that is owned by one party but is located behind the LDC utility meter of another party, Developer shall be party to the interconnection service agreement and Buyer agrees, promptly following Developer's request, to enter into the customer interconnection acknowledgement agreement with the LDC in a form substantially similar to the form of customer interconnection acknowledgement agreement attached to the LDC's interconnection tariff (the "***Customer Interconnection Acknowledgement Agreement***").

(6) Net Metering Facility. The Parties acknowledge their mutual intent that the Facility be classified as a Net Metering Facility, and, in the event that the Facility is so classified, each Party agrees not to take any action inconsistent with such regulatory status of the Project except insofar as such action is expressly authorized under this Agreement.

Section 5. PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

(a) Purchase and Sale of Net Metering Credits. Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Developer shall sell and make available to Buyer, and Buyer shall purchase and accept and shall be allocated Buyer's Allocation Percentage of the Net Metering Credits and Environmental Attributes Generated by the Facility.

(b) Price for Electricity. Notwithstanding any other provision of this Agreement, Buyer shall pay Developer for Buyer's Allocation Percentage of the Net Metering Credits and Environmental Attributes, as metered at the Developer Metering Device, at the applicable Credit Price set forth on Attachment D. In all cases, any adjustments in the Credits Price shall be made to the nearest thousandth of a cent.

(c) Title and Risk of Loss of Credits. Title to and risk of loss of the Electricity and related Net metering Credits and Environmental Attributes will pass from Developer to Buyer at the Delivery Point. Developer warrants that it will deliver the Net Metering Credits to Buyer free and clear of all liens, security interests, claims, and other encumbrances.

(d) Governmental Charges.

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

(ii) Buyer 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 Net Metering Credits to Buyer.

(iii) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges.

(f) Guaranteed Annual Electric Output.

(i) Developer guarantees that the Facility will produce the Guaranteed Annual Electric Output, as adjusted by the annual facilities degradation factor of 0.5% as shown in Attachment D (the "***Annual Facilities Degradation Factor***"), under standard insolation conditions at the Property and measured on a rolling, three-year, cumulative basis. 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 Facilities Degradation Factor.

(ii) Subject to clause (iii) below, if, as of any anniversary of the Commercial Operation Date beginning on the third anniversary of such date, a Production Shortfall exists with respect to such three-year period, Developer will be required to pay Buyer a "***Shortfall Payment***" equal to the product of:

(A) the amount, if any, in dollars per kWh by which (1) (i) the aggregate value of Net Metering Credits calculated for each billing periods or portion thereof that occurred in such Contract Years divided by (ii) the actual aggregate kWh produced by the Facility and delivered to the Delivery Point in such Contract Years exceeds (2) the Credit Price for such Contract Years, multiplied by (B) the Production Shortfall for such Contract Year, multiplied by (C) the Buyer Allocation Percentage (the "Shortfall Payment").

.

(iii) For purposes of calculating a Shortfall Payment under clause (ii) above, the Production Shortfall shall be adjusted as reasonably determined by Developer due damage or downtime attributable to third parties or Buyer, inverter failure, delayed repairs, utility outages affecting the ability of Developer to deliver Electricity to the Delivery Point, Force Majeure, or material breaches or omissions of Buyer of its obligations hereunder or under the Lease, and any temporary removal of the Facility under the Lease (other than to remedy damage caused by Developer). Any disagreement between the Parties as to adjustments claimed by Developer shall be resolved by a third-party mediator agreed to by the Parties or, if no such agreement, appointed by an organization of mediators. Developer may install additional equipment on the Property (including without limitation additional solar panels) to prevent or reduce future Production Shortfalls, upon advance notice to Buyer and subject to Buyer's consent, not to be unreasonably withheld, conditioned or delayed. Developer may at its option credit Buyer on future invoice(s) the amount of the Shortfall Payment instead of paying the Shortfall Payment out of pocket, or make the Shortfall Payment through a combination of credits and out-of-pocket payments. Provided that Developer pays the Shortfall Payment or provided credits equal to the full Shortfall Payment within one year of the end of the three-year period for which the Shortfall Payment is due, Developer shall not be in default under this Agreement.

Section 6. ENVIRONMENTAL ATTRIBUTES

(a) Title to Environmental Attributes. Buyer will receive title to Environmental Attributes and Reporting Rights attributable to Buyer's Allocation Percentage the Electricity generated by the Facility. Developer shall have no obligations with respect to minting, registering, creating or retiring such Environmental Attributes. All Environmental Incentives (including tax credits and incentives) relating to the Facility or the Electricity, other than 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 Incentives that relate to the Electricity during the Term.

(b) Further Assurances. At either Party's request and expense, the other Party shall execute all such documents and instruments reasonably necessary or desirable to effect or evidence such Party's right, title and interest in and to the Environmental Attributes, Environmental Incentives and Reporting Rights, as applicable. If the standards used to qualify the Environmental Attributes, Environmental Incentives or Reporting Rights to which such Party is entitled under this Agreement are changed or modified, the other Party shall, at such Party's request and expense, use all reasonable efforts to cause the Environmental Attributes, Environmental Incentives or Reporting Rights, as applicable, to comply with new standards as changed or modified.

Section 7. METERING DEVICE AND METERING

(a) Metering Equipment. Developer shall provide, install, own, operate and maintain 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 Buyer; *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 showing no inaccuracy of such Developer Metering Device through the date of the adjustments.

(c) Testing and Correction/Buyer's Right to Conduct Tests. Each Party and its consultants and representatives shall have the right to witness each test conducted by or under the supervision of 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 Buyer of the date upon which any such test is to occur. Developer shall prepare a written report setting forth the results of each such test, and shall provide Buyer with copies of such written report not later than thirty (30) days after completion of such test.

(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 independent third party to be mutually agreed upon by both Parties.

(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 less than the amount originally metered (such quantity, the "***Electricity Deficiency Quantity***"), Developer shall reimburse Buyer for the amount paid by Buyer in consideration for the Electricity Deficiency Quantity by crediting such amount against Buyer's payment obligations under this Agreement, except where such amount exceeds Buyer's payment obligations, in which case Developer shall reimburse Buyer in immediately available monetary funds. If as a result of such adjustment the quantity of Electricity for any period is more than the amount originally metered (such quantity, the "***Electricity Surplus Quantity***"), Buyer shall pay for the Electricity Surplus Quantity at the Electricity Price applicable during the applicable Contract Year.

Section 8. LOSS, DAMAGE OR DESTRUCTION OF FACILITIES; FORCE MAJEURE

(a) Facility Loss.

(i) Developer shall bear the risk of any Facility Loss, except to the extent such Facility Loss results from the gross negligence or intentional misconduct of Buyer or Buyer's agents, representatives, vendors, employees, or contractors (collectively, "***Buyer Misconduct***").

(ii) Partial Loss. In the event of any Facility Loss that results in less than total damage, destruction or loss of the Facility, 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 Facility as quickly as practicable.

(iii) Total Loss. In the event of any Facility Loss that, in the reasonable judgment of Developer, results in total damage, destruction or loss of the Facility, Developer shall, within sixty (60) Business Days following the occurrence of such Facility Loss, notify Buyer whether Developer is willing, notwithstanding such Facility Loss, to repair or replace the Facility. In the event that Developer notifies Buyer that Developer is not willing to repair or replace the Facility following a total loss, this Agreement will terminate automatically effective upon such notice. In the event that Developer notifies Buyer that Developer is willing to repair or replace the Facility following a total loss, the following shall occur, this Agreement will remain in full force and effect and. Developer will repair or replace the Facility as quickly as practicable

(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, 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 Buyer 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 Force

Majeure continues. For greater clarity, the Guaranteed Annual Electric Output shall be adjusted or pro-rated for any period of time the Facility 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 twelve (12) calendar months or longer, then either Party may terminate this Agreement without any liability to the Claiming Party as a result of such termination.

(d) 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 of interpretation thereof by the New Hampshire Public Utilities Commission or the LDC ("***Change in Law***") which (a) materially restricts the ability of Developer to deliver Electricity generated by the Facility to Buyer or the ability of Electricity generated by the Facility to be delivered to the LDC or the ability of Buyer to receive Net Metering Credits, (b) results in more of the Facility for which Buyer is Host Customer being disqualified as a Net Metering Facility, or (c) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including changes in Law that result in material increase in Developer's costs of construction and installation, or operation of one or more Facility, 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. 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. 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.

Section 9. 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 fourteen (14) days after receipt of written notice;

(ii) any material representation or warranty made by such Party in this Agreement is knowingly 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 (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 additional time if the Defaulting Party has diligently commenced and is pursuing a cure of such breach during such sixty (60) day period;

(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 bankruptcy, 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 Buyer 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 ten (10) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party; or

(vi) the occurrence of an Event of Default of such Party under the Lease, subject to all notice and cure provisions of the Lease.

(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 limiting the rights or remedies available to the Non-Defaulting Party under this Agreement or applicable Law, but subject to the provisions of Sections 9(c) and (d) and Section 19, 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, an early termination date ("***Early Termination Date***") in respect of this Agreement; (b) to withhold any payments due to the Defaulting Party under this Agreement; and (c) to suspend performance due to the Defaulting Party under this Agreement; and (d) exercise all other rights and remedies available at law or in equity to the Non-Defaulting Party.

(c) Mitigation of Damages. Each Party agrees that it has a duty, under law, to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement. If Developer is the non-defaulting Party, in exercising its duty to mitigate, Developer shall have the right to sell Electricity (and/or associated Net Metering Credits) produced by the Facility to persons other than Buyer. 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. Developer shall use commercially reasonable efforts to find an alternative buyer for Buyer's Allocation of the Net Metering Credits.

(d) Buyer Rights Upon Termination for Default. In the event that Buyer is the Non-Defaulting Party and elects to terminate this Agreement as provided in Section 9(b), Buyer shall have a right to bring an action against Developer for its actual, direct damages over the remainder of the Term (but not including any Additional Term not already underway) as result of Developer's default, calculated in a commercially reasonable manner and taking into account Buyer's duty to mitigate. By way of example, and subject to any court decision or decree, such damages may include (i) the present value of the excess, if any, of the reasonably expected cost of electricity from the utility over the Electricity Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all Costs reasonably incurred by Buyer by reason of the termination; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Developer to Buyer. In the event that Buyer elects the foregoing remedy, such express remedy shall be the sole and exclusive remedy available to Buyer as a result of termination of this Agreement. This Section 9(c) shall survive termination of this Agreement.

(e) 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 9(b), Developer shall have a right to bring an action against Buyer for actual, direct damages over the remainder of the Term (but not including any Additional Term not already underway) as a result of Buyer's default, calculated in a commercially reasonably manner and taking into account Developer's duty to mitigate. By way of example, and subject to any court decision or decree, such damages may include, without limitation, (i) lost revenues in connection with any failure by Buyer to purchase Electricity or associated net metering credits from Developer hereunder in accordance with the terms hereof after accounting for any revenues that the Developer is able to receive from an alternative purchaser of the Electricity or Net Metering Credits generated by the Facility; (ii) lost revenues in connection with any inability of Developer to sell Environmental Attributes or Environmental Incentives associated with such Electricity or the reduction in value of such Environmental Attributes or Environmental Incentives; (iii) lost revenues in connection with the recapture or loss of Environmental Incentives (including without limitation loss or recapture of tax credits); and (iv) accelerated payments, fees, damages and penalties under Developer's financing agreements. This Section 9(d) shall survive termination of this Agreement.

(f) Remedies Cumulative. Except as otherwise provided in Sections 9(c) and 9(d), the rights and remedies contained in this Section 9 are cumulative with the other rights and remedies available under this Agreement. This Section 9(g) shall survive termination of this Agreement.

(g) 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. This Section 9(h) shall survive termination of this Agreement.

Section 10. INVOICING AND PAYMENT

(a) Invoicing and Payment. Developer will bill Buyer on a monthly basis and Buyer shall pay such invoice not later than thirty (30) days after receipt of the applicable invoice (or, if such day is not a Business Day, then on the next Business Day). Each invoice shall state (i) the quantity of Electricity produced by the Facility and recorded at the Developer Metering Device during such billing period, (ii) the Electricity Price and (iii) the total amount due from Buyer. 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 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 New Hampshire Revised Statutes, 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.

Section 11. REPRESENTATIONS AND WARRANTIES; BUYER 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, 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) Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366/Forward Contract. Buyer 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 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. 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 Developer is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

(c) Additional Representations by Buyer.

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

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

(iii) All consents and approvals necessary to the Buyer'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) Buyer will execute and acknowledge when appropriate all documents and instruments and take all actions reasonably necessary to implement, evidence and enforce this Agreement.

(d) Additional Representations by Developer.

(i) Developer is duly formed and validly existing under its state of formation and is qualified to do business in the State of New Hampshire law and that the individual(s) executing this Agreement on behalf of Developer is/are authorized and empowered to bind Buyer.

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

(iii) All consents and approvals necessary to the Developer'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) Developer will execute and acknowledge when appropriate all documents and instruments and take all actions reasonably necessary to implement, evidence and enforce this Agreement.

Section 12. LIMITATIONS

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, unless otherwise set forth herein. 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. In no event shall either Party be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, whether arising in tort, contract or otherwise. This Section 12 shall survive termination of this Agreement.

Section 14. INSURANCE

Attachment F hereto contains the insurance requirements under this Agreement for both Developer and Buyer, each of which are hereby incorporated by reference into and made a part of this Agreement.

Section 15. 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 forty-five (45) 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.

(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 forty-five (45) day period of good faith negotiations provided for above, then the Parties may, but shall not be required to, mutually agree to one day of non-binding mediation, or, alternatively, may resort to a judicial forum. The requirements of this Section 15 shall survive termination of the Agreement.

Section 16. 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. 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 Buyer:

With a copy to:

.

If to the Developer:	______________ Solar LLC 111 Speen Street, Suite 410 Framingham, MA 01701
With 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 in emergencies (either Party may change the individuals by providing written notice of same in accordance with the provisions of this section).

Section 17. 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, conditioned or delayed.

(b) Permitted Assignment by Developer. Notwithstanding anything to the contrary herein, Developer may assign all or a portion of its rights and obligations hereunder to (i) to one or more Affiliates of Developer that will be the owner of all or substantially all Project assets, (ii) an Affiliate of Developer in circumstances other than those described in clause (i), and (iii) to any person succeeding to all or substantially all of the assets of Developer (each, a "***Permitted Transfer***"). In the event of any such assignment, Developer shall provide advance written 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 (or as of the closing of such transaction will assume) all or a portion of the Developer's rights and obligations under this Agreement. Buyer 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) Buyer agrees that this Agreement (including without limitation the license provisions) shall survive any transfer of the Property. In furtherance of the foregoing, Buyer agrees that it shall cause any purchaser, assignee, or mortgagee of the Property to execute and deliver to Developer an assignment and assumption of this Agreement simultaneously with the transfer of the Property 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 Facility and shall not gain any interest in the Facility by virtue of the transfer, other than the rights of Buyer hereunder.

(d) Financing Provisions. Notwithstanding any contrary provisions contained in this Agreement, including without limitation Section 17(a) and 17(b), Buyer specifically agrees, without any further request for prior consent but with advance written notice to Buyer, to permit Developer to assign, transfer or pledge its rights under this Agreement and its rights and title to the Facility 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 Buyer agrees to cooperate with Developer in the negotiation and execution of any reasonable amendment or addition to this Agreement required by the lenders so long as such amendment or addition does not in any way materially alter or amend the rights and obligations of the Buyer herein.

(e) Third Party Rights.

(1) Notice to Designated Third Party. Buyer agrees to give copies of any notice provided to Developer by Buyer under Section 9 to any assignee or transferee permitted pursuant to Section 17(b) (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 Buyer 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 Facility 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 Buyer 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 provided, however, that the exercise of such remedies shall not itself serve as the cure of any default of Developer, unless cured by the Designated Third Party.

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

(6) Buyer 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 fourteen (14) days after Developer's cure period expires with respect to payment defaults and thirty (30) 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 Facility and this Agreement, and shall within the time periods described 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) Buyer agrees to cooperate reasonably with Developer and its financing parties in connection with any financing or refinancing of all or a portion of the Facility. In furtherance of the foregoing, as Developer or its financing parties request from time to time, Buyer agrees, subject to the other provisions of this Agreement, to (i) execute any reasonable 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.

Section 18. 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 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 Sections.

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

(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 State of New Hampshire, 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 State of New Hampshire with respect to all disputes arising under or out of this Agreement.

(h) Consent to Service of Process. Each Party hereby consents to service of process in the State of New Hampshire 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 Buyer and not as an employee of the Buyer. No employee, agent or representative of the Developer shall be entitled to receive any benefits of employment with the Buyer, 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) No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Buyer to issue or cause the issuance of any Approval.

(n) Survival. The provisions of Sections 9(b), 9(c), 9(d), 9(e), 9(f), 9(g) and 9(h), 12, 15, 18 shall survive the expiration or earlier termination of this Agreement.

(o) Capacity of Parties. As used herein, Buyer means buyer acting solely in its capacity as Buyer under this Agreement, and not in its capacity as Landlord under the Lease or Governmental Authority or any other capacity, and Developer means Developer acting solely in its capacity as Developer under this Agreement, and not in its capacity as Tenant under the Lease or any other capacity.

(p) Computation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next Business Day.

[SIGNATURE PAGE FOLLOWS]

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

BUYER:	**DEVELOPER:**
	By:
By:____________________________	By:____________________________________ [SIGNATURE]
	Printed Name:____________________________
	Printed Title:_____________________________

ATTACHMENT A

DEFINED TERMS

"***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 Power Purchase Agreement, including all Attachments and exhibits hereto, each of which are hereby incorporated by reference into and made a part of this Agreement.

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

"***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.

"***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 Allocation Percentage***" means the percentage of Net Metering Credits allocated to the Buyer as set forth on Attachment C.

"***Claiming Party***" has the meaning set forth in Section 8.

"***Commercial Operation***" means with respect to a Facility, that the Facility is capable of producing Electricity, is ready for regular, daily operation, has approval to interconnect to the LDC system, and has all relevant governmental approvals.

"***Commercial Operation Date***" means the date that the Facility begins regular, daily production as designated in the Notice of Commercial Operation, provided that if Developer fails to deliver such

Notice of Commercial Operation, then the Buyer may determine when Developer began regular, daily production.

"***Contract Year***" means a 365-day period commencing on the Commercial Operation Date, and each subsequent 365-day period thereafter, provided that an additional day shall be included if such period includes a leap day.

"***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 Facility; provided that in the case of (i) and (ii) above, the relevant Party uses commercially reasonable efforts to mitigate such Costs.

"*Credit Price*" shall mean the price for the Net Metering Credits delivered, as set forth in Attachment D attached hereto.

"Default Service Rate" shall have the meaning set forth in PUC 902.07

"***Delivery Point***" means, with respect to a Facility, the point behind which such Facility is interconnected to Buyer's intertie with the LDC. The Delivery Point shall in all cases be on the Buyer's side of the LDC Metering Device.

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

"***Early Termination Date***" shall have the meaning ascribed to it in Section 9.

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

"***Electricity***" means the electricity generated by the Facility and delivered to Buyer at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Developer Metering Device. The Electricity delivered to Buyer at the Delivery Point shall be presumed to be equal to the electric energy measured at the Developer Metering Device.

"***Credit Price***" shall mean the price per kWh of Electricity delivered to the Delivery Point, as set forth in Attachment D attached hereto.

"***Environmental Attributes***" means the characteristics of electric power generation by the Facility that have intrinsic value separate and apart from the energy and arising from the perceived environmental benefit of the Facility or the energy produced by the Facility 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 Facility or energy produced by the Facility from energy generated by fossil fuel based generation units, fuels or resources, characteristics of the Facility 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 Facility or the compliance of the Facility 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 Facility or Electricity, and all Reporting Rights with respect to such incentives.

"***Events of Default***" has the meaning set forth in Section 9.

"***Facility***" means a solar (PV) power electrical generation facility, to be constructed owned, operated and maintained by Developer, which qualifies as a Net Metering Facility, together with all appurtenant facilities required to interconnect such Facility to the local electric grid, as described in Attachment C, attached hereto. Subject to mutual agreement of the Parties, the Developer may substitute another Facility for the currently specified Facility if that is determined to be to the mutual benefit of the Parties.

"***Facility Loss***" means loss, damage or destruction of a Facility or Facility Assets that prevents or limits the Facility from operating in whole or in part, resulting from or arising out of casualty, condemnation or Force Majeure.

"***Force Majeure***" means any event or circumstance having an 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, quarantine, pandemic, epidemic, unusually severe and extraordinary prolonged 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) Buyer'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.

"***Group Host***" means a customer-generator that elects to assume the duties and obligations of RSA 362-A:9, XIV, who is, and who remains during the term of the agreement, a customer of the same distribution utility as the group.

"***Guaranteed Annual Electric Output***" means the amount of electricity that is guaranteed by the Developer to be generated by the Facilities in a particular period, as set forth in Attachment D.

"***Governmental Authority***" means the United States of America, the State of New Hampshire, and any political or municipal subdivision thereof (including but not limited to 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***” means a customer generator with a total peak generating capacity of greater than one megawatt and less than 5 megawatts used to offset the electricity requirements of a group consisting exclusively of one or more customers who are political subdivisions, provided that all customers are located within the same utility franchise service territory, as defined in House Bill 315 of 2021.

“***Interest Rate***” means a fluctuating interest rate per annum equal to the lesser of (i) the sum of 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%); or (iii) the maximum rate allowed under usury or other applicable laws. 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 Buyer 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 electric local distribution company that provides electric distribution service to the Buyer, as set forth in Attachment D.

“***LDC Facility***” 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.

“***Net Metering***” shall have the meaning set forth in Puc 902.23

“***Net Metering Credit***” shall mean the applicable monetary value of an excess kilowatt-hour of electricity, determined in accordance with Puc 903 (k).

“***Net Metering Facility***” has the meaning set forth in the recitals. For avoidance of doubt, except as otherwise expressly provided herein, the term “Facility” as used in this Agreement shall correspond with the term ”Facility as defined in Puc 902.13

“***Net Metering Rules***” means collectively, Chapter Puc 900 relating to Net Metering, and the associated net metering tariff of the LDC, as same may be amended.

“***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.

“Production Shortfall” means the amount, expressed in kWh, by which the actual amount of Electricity generated by the Facility in any period is less that the Guaranteed Annual Electric Output for such period.

"***Property***" has the meaning set forth in Attachment A.

"***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 Financial Incentives associated with energy produced by the Facility.

"***Target Buyer Accounts***" means electric service accounts of Buyer with the LDC as designated from time to time to which Buyer's Allocation Percentage of Net Metering Credits generated by the System shall be allocated.

"***Term***" shall have the meaning set forth in Section 3 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 8 herein.

ATTACHMENT B

DESCRIPTION OF PREMISES

Name:

Address:

Site Photo:

ATTACHMENT C

PRELIMINARY DESCRIPTION OF FACILITY

Name:

Address:

The final Facility Description shall be the final As-Built drawings to be provided after Commercial Operation Date. The information below is preliminary and subject to change.

General Facility Description:

1. Facility Size DC:	
2. Facility Size AC:	

1. ATTACHMENT D

PERFORMANCE GUARANTEE AND CREDIT PRICE

Performance Guarantee

[Performance Guarantee Table Inserted]

Credit Price

LDC: Eversource Energy

Credit Price =

Buyer's Allocation Percentage =

ATTACHMENT F

Insurance Coverage

(a) The Developer shall provide and maintain throughout the Term the following insurance with companies that are authorized and licensed in the [State] to issue policies for the coverages and limits so required.

i. Workers' Compensation Insurance as required by the laws of the State of New Hampshire and employer's liability insurance in the amount of $500,000 by accident, each accident/$500,000 by disease, each employee/$500,000 by disease, policy limit.

ii. 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.

iii. Automobile Liability Insurance - Combined single limit of $1,000,000.

iv. Professional Liability Insurance, covering errors and omissions, $1,000,000 each occurrence and $2,000,000 aggregate limit.

v. 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.

vi. The Buyer Additional Insureds shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

vii. Developer shall provide written notice to Buyer at least thirty (30) days prior to the effective date of any cancellation or material amendment of such policies. All insurance proceeds paid under the insurance policies maintained by Developer shall be paid to Developer.

viii. Certificates evidencing such insurance shall be furnished to Buyer upon 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.

ix. Certificates evidencing such insurance shall be furnished to Buyer on the first anniversary of the Commercial Operation Date and each anniversary of the Commercial Operation Date thereafter during the Term (and any extension thereof).

(b) Buyer shall maintain during the Term the coverage set forth in its Public Entity Coverage Documents and Declarations in effect as of the Effective Date.

(c) On the fifth anniversary after the Effective Date and every five-year anniversary, the Parties shall revisit the above-listed insurance limits to ensure that they remain commercially reasonable in light of industry standards and economic conditions at the time. In the event that the Parties disagree that an adjustment is warranted or how much of an adjustment is warranted, they shall jointly select an insurance agent or other insurance-industry professional to determine the appropriate adjustment.

Freedom Logistics, LLC

Standby Group Member Agreement

This Agreement is between Freedom Logistics, LLC, the Group Net Metering Administrator ("Admin"), and ______________________ ("Group Member"), for the purposes of establishing and maintaining Group Net Metering between Host(s), Group Member(s) and Admin under NH RSA 362-A:1-a, II-c and Public Utility Commission Rule PUC 909. Host shall be defined as an eligible renewable generator under NH RSA 362-A:1-a, II-c. The effective date of this Agreement shall be ___________ or the date on which Group Member starts to accumulate rebate money, whichever comes first.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Admin and Group Member (together referred to as the "Parties") hereby agree as follows:

I. **Contract Volume**
Group Member uses approximately ______ kwh per year among the LDC account number(s) listed in Schedule A and represents that 100% of its usage is available for Group Net Metering. Your LDC is EVERSOURCE

II. **Term of the Agreement**
This Agreement will be month to month. During this period Group Member shall not attempt to Group Net Meter with any other Group, Admin or Host for the LDC account numbers listed in Schedule A and shall make all of their associated usage available to the Group. Group Member acknowledges that rebates are not guaranteed and depend on availability of production, applicable rate class default service offer (as set by the NH PUC) and payment by Host to Admin for disbursement. In the event that Host does not make payment to Admin, Admin is not liable to Group Member for Group Member's share. Group Member or Admin may terminate this Agreement for any reason on thirty (30) days' notice. Any amounts owed to Group Member from any period prior to termination shall be paid, provided payment has been received by Admin from Host(s).

III. **Reporting Requirements and Registration**
The Admin will act for the Host and the Group Members and will be responsible for all registration and ongoing reporting requirements necessary to initiate and maintain a Group Net Metering arrangement pursuant to Part PUC 909.[1]
Group Member shall provide Admin with monthly LDC invoices associated with the account #'s listed in Schedule A for the purposes of reporting requirements and verifying and remitting rebate amounts.

IV. **Payment to Group Member by Admin**
Group Member is entitled to a rebate amount of $.002 per kwh, multiplied by the amount of

[1] Admin is acting as the Agent for Host and this document serves as the Agreement between Host and Member for purposes of compliance with 909.05

Group Member usage utilized by the Group Net Metering Host(s). Admin shall pay Group Member within forty five (45) days of receipt of payment from Host(s). Hosts typically, but not always, issue rebate payments to the Admin quarterly. Admin shall only pay Group Member their rebate amount of .002 per kwh for their share of usage used by Host(s).

V. **Movement Between Groups**

Due to the uncertainty surrounding production provided by Group Net Metering Hosts as a result of weather, maintenance, change of law, litigation, regulatory burdens, etc… Group Member authorizes Admin to move their account in between Group Net Metering groups at Admin's discretion.

VI. **No Guarantee**

Group Member acknowledges and understands that neither Admin or associated Hosts guarantee Host production/generation or the availability of rebates. Numerous factors beyond the control of the Admin may disrupt, terminate or suspend the availability of this program or the consideration contemplated.

VII. **Termination**

Any Group Member wishing to terminate this Agreement, shall provide thirty (30) days notice.

The Departure of a Group Member shall be effective on the Group Member's last meter read date immediately preceding the Group Member's date of departure. [2]

VIII. **Disputes and Governing Law**

The Parties shall attempt in good faith to resolve all disputes arising under this agreement. In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this agreement may be settled by mediation in the State of New Hampshire in accord with such procedures as may be acceptable to the parties.

(a) This Agreement and the rights and duties of Parties hereunder shall be governed by and construed, enforced and performed in accordance with the law of the state of New Hampshire.

(b) if the dispute has not been resolved through mediation within thirty (30) days after written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.

(c) in the event of litigation arising under this agreement, the prevailing party shall be entitled to collect all reasonable costs and fees associated with the litigation, including attorney's fees.

IX. **Assignment**

Neither party may assign this Agreement or its rights hereunder without the approval of the other Party, such approval shall not be unreasonably withheld. Freedom Logistics, LLC may assign this Agreement without Group Member's approval in connection with any financing arrangements or sale.

X. **Notices**

Notices shall be provided to Admin at the following address
Freedom Logistics, LLC
Attn: Group Net Metering Division
5 Dartmouth Dr
Suite 301
Auburn, NH 03032

Group Member Address for Notification
____
____
____
____

SIGNATURES

Freedom Logistics, LLC (Admin)

Signed: _______________

By:____________________

Date:_________________

DRAFT

______________________ (Group Member)

Signed:_______________

By:____________________

Date:_________________

SCHEDULE A

1	Account #	
	Meter #	
	Service Address	
2	Account #	
	Meter #	
	Service Address	
3	Account #	
	Meter #	
	Service Address	
4	Account #	
	Meter #	
	Service Address	
5	Account #	
	Meter #	
	Service Address	
6	Account #	
	Meter #	
	Service Address	
7	Account #	
	Meter #	
	Service Address	
8	Account #	
	Meter #	
	Service Address	
9	Account #	
	Meter #	
	Service Address	
10	Account #	

Freedom Logistics, LLC
5 Dartmouth Dr. Suite 301
Auburn, NH 03032
www.FELPOWER.com

Expected TOTAL Annual Use: ________ kwh

Freedom Logistics, LLC
5 Dartmouth Dr. Suite 301
Auburn, NH 03032
www.FELPOWER.com