

SOLAR POWER PURCHASE AGREEMENT (“Agreement” or “PPA”)

Preamble

PARTIES: NhSolarGarden.com, LLC and/or its assignees (“**Owner**”)
43 Holmes Court
Portsmouth, NH 03801

Town of Allenstown, New Hampshire (“**Buyer**”)
16 School St.
Allenstown, NH 03275

DATED: _____, 2016 (the “**Effective Date**”)

PPA Price: 10% discount off the kWh rate of the Town’s electricity supplier & Eversource’s delivery charges with an \$0.08 per kWh floor. Rate change to occur at each six month period as defined by the NH PUC.

ARTICLES; EXHIBITS

- ARTICLE 1 DEFINITIONS
- ARTICLE 2 TITLE, TERM, CONDITION PRECEDENT, INSTALLATION, OPERATION AND MAINTENANCE
- ARTICLE 3 DELIVERY; PPA PRICE; TAXES
- ARTICLE 4 COVENANTS OF BUYER
- ARTICLE 5 ENVIRONMENTAL ATTRIBUTES, METERING
- ARTICLE 6 SYSTEM LOSS, FORCE MAJEURE, CHANGES IN LAW
- ARTICLE 7 EVENTS OF DEFAULT, REMEDIES
- ARTICLE 8 NOTICES
- ARTICLE 9 ASSIGNMENT; FINANCING
- ARTICLE 10 LIMITATION OF LIABILITY, INDEMNIFICATION, INSURANCE
- ARTICLE 11 MISCELLANEOUS

- Exhibit A Premises Description
- Exhibit B PPA Price; Estimated Annual Energy Output

Recitals:

The Parties have entered into an Easement dated on or about the Effective Date of this Agreement (the “**Easement**”) for the use of a portion of Buyer’s real property located at the 1 Ferry Street, Allenstown, New Hampshire 03275 (the “**Premises**”), upon which property Owner desires to develop a solar energy generating facility (the “**System**”, as further defined below); and

Buyer desires to purchase 100% of the System's Energy, and Owner desires to sell the Energy to Buyer, and deliver it directly to Buyer's building located at 1 Ferry Street, Allenstown, New Hampshire 03275 and where Buyer may use the Energy at the building referenced herein or at any of the buildings or facilities which Buyer owns, including but not limited to the Allenstown Public Library and any other municipal buildings of the Buyer.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Buyer agree as follows:

ARTICLE 1 DEFINITIONS

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

"Agreement" means this Solar Power Purchase Agreement, including all Exhibits and attachments hereto.

"Annual Degradation Factor" is stated on Exhibit B.

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

"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 thirty (30) 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.

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

"Buyer" has the meaning set forth in the Preamble of this Agreement.

“Buyer Events of Default” is defined in Section 7.2.

“Buyer Misconduct” is defined in Section 6.1(a).

“Claiming Party” is defined in Section 6.3.

“Commercial Operation” means that the System is ready for regular, daily operation, has been connected to the Premises’ electrical and/or distribution systems, has successfully completed testing as provided herein, has been approved for operation by Buyer’s electric distribution company, and is in compliance with Applicable Legal Requirements in all respects, and is capable of producing Energy.

“Commercial Operation Date” means the first day on which the System is ready for Commercial Operation, as certified in writing by Owner to Buyer in the notice provided in accordance with Section 2.4.

“Early Termination Date” shall have the meaning ascribed to it in Article 7.

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

“Energy” means the actual and verifiable amount of energy (electricity) generated by the System and delivered to the Meter, as metered in whole kilowatt hours at the Meter.

“Environmental Attributes” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (ii) Renewable Energy Credits or any similar credits under the laws of the State or any other State or governmental jurisdiction providing for such attributes, (iii) tax credits, incentives or depreciation allowances established under any federal or state law, and (iv) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of such generation facilities on site or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy generated by the System during the Term and in which Owner has good and valid title.

“Estimated Annual Energy Output” means the amount of Energy that Owner estimates the System will produce in each Operating Year, as set forth in Exhibit B.

“Events of Default” has the meaning set forth in Article 7.

“Force Majeure” means any event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of the Claiming Party, and (ii) by the exercise of reasonable diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure events shall include, but not be limited to: a) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, insurrection, rebellion, violent demonstrations, revolution, terrorism, or sabotage; b) any effect of unusual natural elements, including fire, subsidence, earthquakes, floods, lightning, tornadoes, unusually severe storms or similar cataclysmic occurrence or other unusual natural calamities; c) explosion, accident, or epidemic; d) general strikes, lockouts, or other collective or industrial action by workers, or employees, or other labor

difficulties; e) the unavailability of labor, fuel, power or raw materials, the breakdown of the System or any other plant breakdown or equipment failure, and any event affecting the ability of any supplier (including under any engineering, procurement or construction agreement for the System) to the System to fulfill its obligations to Owner and the System, so long as in each case, the cause thereof would qualify as a Force Majeure event under one of the clauses (a) – (d) and (f) – (i) in this definition; f) accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals or other assistances to or adjunct of shipping or navigation, or quarantine; g) nuclear emergency, radioactive contamination or ionizing radiation or the Release of any Hazardous Materials; h) air crash, shipwreck, train wrecks or other failures or delays of transportation; and i) failures or inactions by any Governmental Authority with respect to any permit or license required in connection with the operation or maintenance of the System.

“Governmental Authority” means the United States of America, a State, and any political or municipal subdivision thereof 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, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority on or with respect to the Energy or this Agreement. Governmental Charges shall not include wheeling charges, ratchet charges, or other charges imposed by any utility.

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

“Impacted Party” is defined in Section 6.4.

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

“Invoice” is defined in Section 3.6.

“Easement” means the Easement between Buyer and Owner for the Premises, dated on or about the Effective Date of this Agreement, and as thereafter amended.

“Lender” means any Person providing financing to Owner in connection with the System, including Persons providing a sale/leaseback financing structure and any trustee or agent acting on behalf of any such financial institution.

“Lien” means an interest, claim, security interest, easement, option, or other encumbrance on the Energy, the Premises or the System, property or any other asset of Buyer or to which it is subject.

“Losses” is defined in Section 10.1.

“Meter” means the revenue quality meter installed by Owner at the Premises, necessary or appropriate for the registration, recording, and transmission of information regarding the amount of Energy generated by the System and delivered to the Meter for use by Buyer.

“Net Metering” shall have the meaning of “net energy metering” set forth in RSA 362-A:9, or other applicable statute and New Hampshire Net Metering regulations, as amended.

“Operating Year” means a twelve month period commencing on an anniversary of the Commercial Operation Date (or with respect to the first Operating Year, commencing on the Commercial Operation Date) and ending on the date immediately preceding the next anniversary of the Commercial Operation Date.

“Owner” has the meaning set forth in the Preamble of this Agreement.

“Owner Events of Default” is defined in Section 7.1.

“Payment” is the monthly amount due from Buyer to Owner for the Energy delivered to Buyer, as further detailed in Section 3.2(a).

“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, including a financial institution.

“PPA Price” means the price for Energy as set forth in the recitals above, and as estimated by Exhibit B.

“Premises” is the real property subject to the Easement, where Owner has installed or will install the System, and is further described in Exhibit A.

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

“System” means the solar electric generating equipment and facilities, including but not limited to the System Assets, that produces the Energy.

“System Assets” means each and all of the assets of which the System is comprised, including the mounting systems, carports, tracking devices, inverters, fans, actuators, integrators and other related equipment and components installed on the Premises, electric lines and conduits required to connect such equipment to the Meter, protective and associated equipment, improvements, Meters, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

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

“Term” shall have the meaning set forth in Section 2.1(b).

“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 Article 7 (regarding Events of Default).

ARTICLE 2 TITLE, TERM, CONDITION PRECEDENT, INSTALLATION, OPERATION AND MAINTENANCE

2.1 Title; Term.

- (a) Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the System shall be with the Owner.
- (b) Title to and risk of loss of the Energy will pass from Owner to Buyer at the Meter. Owner warrants that it will deliver the Energy to Buyer at the Meter free and clear of all Liens.
- (c) The Term of this Agreement begins on the Effective Date and ends on the twentieth (20th) anniversary of the Commercial Operation Date. Owner may extend the Term for two (2) five (5) year terms. Owner shall exercise each extension option by providing written notice to Buyer at least ninety (90) days prior to the expiration of the then current Term.

2.2 Condition Precedent. If the Commercial Operation Date has not occurred by September 1, 2017, either Party may thereafter terminate this Agreement by written notice to the other Party, and neither Party shall have any obligation to the other under this Agreement except those obligations that arose before that date, unless said non-occurrence was due to the Buyer’s obstruction as defined in Section 7.2(a)(ii) or the Owner’s failure to diligently install the System as defined in Section 7.1(a)(iii). In the event, that the System is not installed due to the Buyer’s obstruction or the Owner’s failure to exercise due diligence, the non-breaching party shall be entitled to the Remedies set forth in this Agreement.

2.3 Construction, Maintenance, and Monitoring of System by Owner. Owner shall, at its sole cost, risk, and expense, (i) construct, operate, and maintain the System in accordance with Applicable Legal Requirements, in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties or guarantees, manufacturer’s warranties, instruction and specifications, applicable requirements of the insurance policies maintained by Buyer (copies of which to be provided to Owner) or Owner with respect to the System, and the terms of this Agreement, and (ii) monitor the System performance to ensure that any System malfunction causing a loss of Energy will be promptly discovered and rectified by the Owner. The Buyer shall promptly notify the Owner of any damage or defect in the System, and the Owner shall, within three (3) days of receipt of said notice, commence all needed repairs or replacements of the

System. Under no circumstances shall the Buyer be responsible for paying for or performing any maintenance, construction, or operation of the System. Owner shall be responsible for all snow removal from the System that causes a loss of Energy and shall be responsible with removing any snow that accumulates more than 6 inches on the System.

- 2.4 Notice of Commercial Operation. Promptly after the System achieves Commercial Operation, Owner shall notify and represent to Buyer the Commercial Operation Date.
- 2.5 Installation. Before constructing the System, Owner shall be responsible for securing all necessary permits. Owner shall file with Buyer bi-monthly updates on the progress of installation.
- 2.6 Emergencies. Owner shall train Buyer on System emergency preparedness and response. Notwithstanding the foregoing, Buyer shall not perform any maintenance or repair on the System without Owner's prior written consent, except in the case of an emergency where immediate action on the part of Buyer is reasonably necessary for safety reasons with respect to persons or property. If Buyer makes any such emergency maintenance or repair to the System, Owner will reimburse Buyer for all reasonable costs incurred by Buyer in connection therewith.
- 2.7 Avoidance of Liens; Non-disturbance Agreements.
- (a) Notice to Premises Lienholders and Release. Buyer will give notice of Owner's ownership of the System and the System's status as personal property to all parties having an interest in or Lien upon the real property and fixtures that are part of the Premises. If any Lien against the Premises that could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Buyer shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement in form and substance reasonably acceptable to Lender. Buyer consents to the filing by Owner of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.
- (b) Avoidance of Liens on the System. Buyer will not directly or indirectly cause, incur, assume, allow or suffer to exist, any Lien on or with respect to the System, the Premises, or any interest therein arising from or relating to the construction, ownership or operation of the System. If Buyer becomes aware of a Lien on the System arising from any act or omission by Buyer, or Buyer's agents or contractors, Buyer will promptly give written notice of such Lien to Owner and will take such action as is necessary or appropriate to have the Lien discharged and removed. Buyer will indemnify Owner against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing such Lien.
- (c) Non-disturbance Agreements. Buyer shall pay for all costs it incurs to obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders.

ARTICLE 3
DELIVERY; PPA PRICE; TAXES

3.1 Delivery of Energy. Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Owner shall make available to Buyer, and Buyer shall take delivery at the Meter, all the Energy.

In the event that the Energy delivered to the Buyer at the Premises is not fully consumed by the structures and improvements located at the Premises, Buyer shall be entitled to provide that Energy to any other municipal buildings owned by the Buyer, including but not limited to, the Allenstown Public Library. All such Energy delivered to off-Premises structures shall be billed by Owner to the Buyer pursuant to this Agreement. Notwithstanding, Buyer shall be entitled to all Net Metering benefits attributable to the off-Premises consumption of the Energy available as a result of Net Metering, including, but not limited to, any payments, rebates, set-offs, refunds, or other forms of compensation that may be provided by the local electric utility serving the jurisdiction. Owner shall work in good faith with Buyer to ensure that any such Net Metering benefits are properly deliverable to Buyer

3.2 Price for Energy. Buyer shall pay Owner for all Energy delivered to the Meter, at the PPA Price. The amount due from Buyer to Owner for the Energy shall equal

kWhs Energy X PPA Price

(the "**Payment**"), and shall be invoiced and paid monthly, according to Section 3.3.

3.3 Invoicing and Payment.

- (a) Beginning the first month of the first Operating Year, Owner shall issue monthly invoices to Buyer for the total Payment amount due for the Energy delivered to Buyer during the preceding month (the "**Invoice**"). Buyer shall pay all Invoices no 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) by electronic funds transfer, written check or by other mutually agreeable method(s), to the account designated by Owner. Any amounts not paid by the applicable due date will accrue interest at the Interest Rate until paid in full.
- (b) 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 half the amount of the applicable invoice or invoice adjustment (except any portions thereof that are manifestly inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this Agreement, and to give notice of the objection to the other Party. Any required payment will be made within five (5) Business Days after resolution of the applicable dispute, together with interest accrued at the Interest Rate from the due date to the date paid. Following the disputed amount's reconciliation, the remaining amount due shall be paid.

- 3.4 Annual Energy Output. Owner estimates the System will produce the Estimated Annual Energy Output in each Operating Year, as adjusted by the Annual System Degradation Factor, as provided in Exhibit B.
- 3.5 Governmental Charges.
- (a) Owner is responsible for local, state and federal income taxes attributable to Owner for income received under this Agreement.
 - (b) Buyer is responsible for any Governmental Charges attributable to the sale of Energy from Owner to Buyer.
 - (c) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Energy hereunder are to be exempted from or not subject to one or more Governmental Charges, each Party shall, promptly upon the other Party's request therefor, provide the other Party with all necessary documentation to evidence such exemption or exclusion.
- 3.6 Interest. If either Party shall fail to pay the other Party any sum required to be paid within five (5) Business Days after the payment due date, interest on the unpaid amount shall accrue at the Interest Rate from and including the payment due date to but excluding the date the payment is received.
- 3.7 Netting and Setoff. The Parties will net any and all mutual debts and payment obligations that are due and owing under this Agreement.
- 3.8 Records and Audits. Each Party will keep, for a period not less than three (3) 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 under this Agreement during such other Party's normal business hours.
- 3.9 Municipal Taxation.
- (a) The Parties acknowledge that the electric generating components that comprise the System are, as of the Effective Date, subject to ad valorem municipal taxation under RSA 72:8. The Parties further acknowledge that, as of the Effective Date, the System qualifies for a tax exemption equal to 100% of the assessed value of the System. Owner shall be required to file a tax exemption request each year under RSA 72:33-a, as it may be amended from time to time. In the event that the Town of Allenstown does not grant future tax exemptions available for solar energy systems, the Buyer and Owner shall work in good faith to negotiate a Payment in Lieu of Tax Agreement for the System pursuant to RSA 72:74.
 - (b) Pursuant to RSA 72:23, I, the Owner shall be responsible for the payment of all properly assessed real and personal property taxes for Owner's right to use and occupy the Buyer's municipal property under the Easement no later than the due date. Failure of the Owner to pay the duly assessed personal and real estate taxes when due shall be cause to terminate the Easement by the Buyer.

(c) The Buyer shall assess the Owner for the value of the use and occupancy granted pursuant to the Easement and shall duly assess taxes for the value of said use and occupancy in an amount no greater than \$100.00, said amount representing the agreed upon fair market value of said use and occupancy of the Premises. Payment of said taxes may be made in the form of a set-off on the first Invoice billed to the Owner following the issuance of the tax bills. In the event that the Buyer and Owner negotiate a PILOT pursuant to Section 3.9(a) of this Agreement, said PILOT shall address the taxation of Owner's use and occupancy pursuant to the Easement.

ARTICLE 4 COVENANTS OF BUYER

- 4.1 As of the Commercial Operation Date of the System, Buyer shall be deemed to represent, covenant and warrant for the benefit of the Owner as follows:
- (a) Buyer is a municipal entity duly organized and existing under the applicable laws of the State of New Hampshire with full power and authority to enter into this Agreement and the transactions contemplated thereby and to perform all of its obligations there under.
 - (b) Buyer has been duly authorized to execute and deliver this Agreement by proper action, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
 - (c) The execution, delivery and performance of this Agreement and compliance with the provisions hereof by the Buyer does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Buyer is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Buyer or any of its activities or properties resulting in the creation or imposition of any Lien, of any nature whatsoever upon any property or asset of Buyer or to which it is subject.
- 4.2 If requested by Buyer, Owner shall certify annually that the Owner is in good standing as a corporation and has maintained all necessary approvals and licenses to continue operation of the System.

ARTICLE 5 ENVIRONMENTAL ATTRIBUTES, METERING

- 5.1 Title to Environmental Attributes. As between Owner and Buyer, all Environmental Attributes shall be and remain property of Owner. Owner shall have all right, title, and interest in and to any and all Environmental Attributes that relate to the Energy during the Term, and Buyer shall have no right, title or interest in or to any such Environmental Attributes. Environmental Attributes which arise due to the enactment of laws or regulations after the Commercial Operation Date shall be allocated in the same manner.

- 5.2 Reporting of Ownership of Environmental Attributes. Owner shall take all actions necessary to qualify for, register and report the Environmental Attributes relating to the Energy and the Systems' operation. Buyer shall not claim, or report to any Person, that any Environmental Attributes relating to the Energy belong to any Person other than Owner, unless the Environmental Attributes are transferred to Buyer.
- 5.3 Further Assurances. At Owner's request and expense, Buyer shall execute all such documents and instruments reasonably necessary or desirable to effect or evidence Owner's right, title and interest in and to the Environmental Attributes relating to the System.
- 5.4 Metering Equipment. Owner shall provide, install, own, operate and maintain the Meter. Owner shall maintain and test the Meter at least annually at no cost to the Buyer. At the request of Buyer, but no more than annually, an independent 3rd party, professionally qualified for the purposes listed herein, shall be contracted to test and verify that the Meter is operating within manufacturer's specified guidelines; costs for such review, if any, shall be borne by Buyer.
- 5.5 Measurements. Readings of the Meter shall be conclusive as to the amount of Energy delivered to Buyer; *provided*, that if the Meter is out of service, is discovered to be inaccurate, or registers inaccurately beyond 2% accuracy, measurement of Energy shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when Meter was registering accurately; or (b) if no reliable information exists as to the period of time during which such Meter 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 (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of such Meter through the date of the adjustments, *provided, however*, that, in the case of clause (ii), the period covered by the correction shall not exceed six months.

ARTICLE 6 SYSTEM LOSS, FORCE MAJEURE, CHANGES IN LAW

- 6.1 System Loss.
- (a) Owner shall bear the risk of any System Loss, except to the extent such System Loss results from the gross negligence of Buyer or Buyer's agents, representatives, vendors, visitors, employees, contractors, or invitees (collectively, "**Buyer Misconduct**").
- (b) If a System Loss, *results in less than total* System Loss in Owner's reasonable discretion, Owner will, at Owner's sole cost and expense, repair or replace the System as quickly as practicable, *except*, if the System Loss is caused by Buyer Misconduct, Buyer shall, upon Owner's demand, pay all reasonable costs and expenses of such repair or replacement to the extent such System Loss was caused by Buyer Misconduct.
- (c) If a System Loss, *results in total* System Loss in Owner's reasonable discretion, Owner shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Buyer whether Owner is willing to repair or replace the System. During any time during which the System is inoperable due to System Loss, but prior to the System's repair or replacement, the Buyer's payment obligations hereunder shall be suspended

and shall resume upon the recommencement of the System's Commercial Operation. If Owner notifies Buyer that Owner is not willing to repair or replace the System, this Agreement will terminate automatically upon the date of such notice and Owner shall promptly remove the System from the Premises and restore the Premises to the same condition it was immediately prior to the installation of the System.

If Owner notifies Buyer that Owner is willing to repair or replace the System, (i) this Agreement will remain in full force and effect, (ii) Owner will repair or replace the System as quickly as practicable, and (iii) if such System Loss was caused, in total or in part, by Buyer Misconduct, Buyer shall upon Owner's demand, pay all reasonable costs and expenses of such repair or replacement to the extent such System Loss was caused by Buyer Misconduct.

- 6.3 Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "**Claiming Party**") gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event no more than five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.
- 6.4 Regulatory Change. Notwithstanding anything to the contrary set forth in this Agreement, in the event that: (i) any Applicable Legal Requirements are materially amended, modified, repealed or altered, or found unlawful, whether by legislative or agency act, judicial decision or otherwise, and as a result thereof either (a) either Party's performance hereunder becomes unlawful or otherwise in violation of the Applicable Legal Requirements, or (b) either Party is deprived of the material economic benefits associated with its performance hereunder; or (ii) either Party or its activities hereunder become subject to regulation of any kind whatsoever to a greater or different extent than that existing on the date of this Agreement and such change in Applicable Legal Requirements either (a) renders this Agreement unenforceable or unlawful, or (b) materially adversely affects the economic benefits derived by such Party associated with its performance hereunder, then the Party adversely affected by such change in Applicable Legal Requirements (the "**Impacted Party**") shall provide notice thereof to the other Party within thirty (30) Business Days after the Impacted Party becomes aware of such change in Applicable Legal Requirements. Thereafter, the Parties shall meet and negotiate in good faith an equitable amendment to the terms of this Agreement to mitigate the adverse impact of such change in Applicable Legal Requirements. In the event, however, the Parties are unable to reach agreement on the terms of such amendment within thirty (30) Business Days after the delivery of said notice by the Impacted Party, the Impacted Party shall have the right to terminate this Agreement effective thirty (30) days after delivery of written notice to the other Party of the Impacted Party's election to terminate this Agreement. Any such termination shall be without

any obligation or other liability of the Impacted Party to the other Party, except for those obligations which were due prior to such termination or which expressly survive termination.

ARTICLE 7 EVENTS OF DEFAULT; REMEDIES

7.1 Owner Default and Buyer Remedies.

(a) Owner Events of Default. Owner shall be in default of this Agreement if any of the following ("***Owner Events of Default***") shall occur:

(i) Misrepresentation. Any representation or warranty by Owner is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Buyer identifying the defect.

(ii) Obligation Failure. Owner fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 6.3 (regarding Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) thirty (30) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Buyer identifying the failure.

(iii) Installation Failure. Owner fails to commence constructing and installing the System on the Premises within 45 days prior to the Commercial Operation Date and/or Owner fails to complete construction and installation of the System on the Premises within 365 days of the Effective Date of this Agreement.

(iv) Easement. Owner violates the terms of the Easement.

(v) Insolvency. Owner (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Buyer in an involuntary case under bankruptcy law or seeking to dissolve Owner under other Applicable Legal Requirements; or (G) takes any action authorizing its dissolution.

(b) Lender Opportunity to Cure; Buyer Remedies. Upon an Owner Event of Default, provided that Buyer complies with its obligations under Section 9.4 (regarding financing) and Lender does not cure such Event of Default by Owner, Buyer may:

- (i) terminate this Agreement;
- (ii) seek to recover damages for costs of replacement electricity, including but not limited to, costs associated with the installation of new solar panels and the

- procurement of replacement electricity from another solar energy provider, purchasing electricity from Eversource or another regulated electric distribution entity, or any combination thereof; and
- (iii) pursue all other remedies available at law or equity.

The Buyer's rights pursuant to this Paragraph 7.1(b) shall be cumulative and shall be without limitation or prejudice to any other remedy available at law or equity. In the event that the Buyer terminates this Agreement, the Owner shall commence removing the System from the Premises within 60 days of receipt of a Notice of Termination. The Owner shall remove the System from the Premises no later than 120 days of receipt of a Notice of Termination.

7.2 Buyer Default and Owner Remedies.

(a) Buyer Events of Default. Buyer shall be in default of this Agreement if any of the following ("**Buyer Events of Default**") shall occur:

(i) Misrepresentation. Any representation or warranty by Buyer under Section 4 is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Owner identifying the defect.

(ii) Obstruction. Buyer obstructs commencement of System installation or fails to take delivery of the Energy, and fails to correct such action within ten (10) days of notice of such obstruction.

(iii) Payment Failure. Buyer fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Owner.

(iv) Obligation Failure. Buyer fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 6.3 (regarding Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) thirty (30) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Owner identifying the failure.

(v) Easement. Buyer violates the terms of the Easement.

(vi) Insolvency. Buyer (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Buyer in an involuntary case under bankruptcy law or seeking to dissolve Buyer under other Applicable Legal Requirements; or (G) takes any action authorizing its dissolution.

(b) Owner Remedies. Upon a Buyer Event of Default, Buyer shall, at Owner's request, transfer to Owner any accounts, meters, or other rights necessary for the System to participate in New Hampshire's group Net Metering program; upon which, Owner may sell the Energy to persons other than Buyer and recover from Buyer any loss in revenues resulting from such sales. The remedies set forth in this Paragraph 7.2(b) are cumulative and are without prejudice to any other remedies available at law or in equity.

In the event that the Owner exercises his right to participate in New Hampshire's Net Metering Program, any Payment in Lieu of Tax Agreement that the Owner has with the Buyer for taxes due and payable pursuant to RSA 72:8 and RSA 72:23, I, shall be void, and the Buyer shall commence assessing and taxing the Owner pursuant to RSA 72:8 and RSA 72:23, I, for the tax year commencing on April 1 in the year following the Owner's exercise of its rights under this Paragraph 7.2(b).

- 7.3 Closeout Setoffs. The non-Defaulting Party shall be entitled, at its option and in its discretion, to set off, against any amounts due and owing from the Defaulting Party under this Agreement, any amounts due and owing to the Defaulting Party under this Agreement.
- 7.4 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.
- 7.5 Unpaid Obligations. The non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 8 NOTICES

8.1 Notices.

All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing except where this Agreement expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this section by hand delivery, or overnight delivery, unless confirmation of successful transmission is received). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, or overnight delivery, unless confirmation of successful transmission is received. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

Buyer: Shaun Mulholland, Town Administrator
Town of Allenstown, New Hampshire
16 School Street
Allenstown, New Hampshire 03275
(603) 485-4276
smulholland@allenstownnh.gov

Owner: Andrew Kellar
NhSolarGarden.com, LLC
43 Holmes Court
Portsmouth, NH 03801
(_____) _____ - _____
andrew@nhsolargarden.com

Informational and not as Party:

Lender:

**ARTICLE 9
ASSIGNMENT; FINANCING**

9.1 Successors and Assigns; General Prohibition on Assignments. This Agreement, as it may be amended from time to time, shall be binding upon and inure to the benefit of the Parties' respective successors-in-interest and assigns. Buyer may not assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Any such assignment or delegation made without such written consent or in violation of the conditions to assignment set out below shall be null and void.

9.2 Change of Control of Owner. Any direct or indirect change of control of Owner (whether voluntary or by operation of law) shall not be deemed an assignment and shall not require the prior written consent of Buyer, provided however that said change of control does not have the effect of changing the application of any law, rule, regulation, or code which would materially frustrate the Buyer's expected economic benefits from this Agreement, or if said change in control would result in an entity assuming control that is incapable or unqualified to perform the Owner's obligations under this Agreement.

9.3 Permitted Assignments by Owner.

- (a) Owner may assign its interests in this Agreement without Buyer's prior written consent, to Owner's designee or Affiliate, provided, that (i) the assignee is also the transferee of all or substantially all of the assets of the System or Owner's interest in the Premises, as applicable, and (ii) the assignee has assumed in writing the obligations and liabilities of Owner pursuant to this Agreement. Upon satisfaction of each of the requirements in

clauses (i) and (ii) above, Owner shall be released from all further liability for any and all obligations arising or accruing under this Agreement prior to and after such assignment; and

- (b) Owner may assign its interests in this Agreement, without Buyer's prior written consent, to any Lender as collateral assignment of this Agreement pursuant to Section 9.4, or to a successor owner of the System, either (i) in connection with any financing or extension of credit related to the System, or (ii) in connection with the foreclosure by any Lender.

9.4 Lender Accommodation and Reservations

- (a) Buyer Acknowledgment. Buyer acknowledges that Owner may finance the System with financing accommodations from, or may otherwise seek financial accommodations or extensions of credit from, one or more Lenders, and may sell the System to a Lender in connection with that financing, and that Owner's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. To facilitate such financing or extensions of credit, and with respect to any such Lender, of which Owner has notified Buyer in writing, Buyer agrees as set forth below in this Section 9.4.
- (b) Consent to Collateral Assignment. Owner shall have the right to assign this Agreement as collateral to any Lender or Lenders or any other Person acting as trustee or agent for or on behalf of any such Lender or Lenders, and Buyer consents to such collateral assignment of Owner's right, title and interest in and to this Agreement.
- (c) Lender's Rights. Notwithstanding any contrary term of this Agreement, the Lender shall hold rights to maintain the terms of this Agreement in the place of and as the Owner to secure the original intent of the Agreement:
 - (i) The Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of Owner, any and all rights and remedies of Owner under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
 - (ii) The Lender 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 Owner hereunder or cause to be cured any default or Owner Default in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Owner (unless the Lender has succeeded to Owner's interests) to perform any act, duty or obligation of Owner, but Buyer hereby gives the Lender the option to do so.
 - (iii) Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Owner to the Lender, the Lender will give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute an Owner Default.

- (iv) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Owner under the United States Bankruptcy Code, at the request of Lender made within ninety (60) days of such termination or rejection, Buyer will enter into a new power purchase agreement with Lender upon the same terms and conditions as set forth herein.
- (v) Buyer will not exercise any right to terminate this Agreement unless Buyer has given the Lender prior written notice. Buyer's notice of intent to terminate must specify the condition giving rise to such right. The Lender has the longer of thirty (30) days or the cure period allowed for a default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, the Lender may have up to an additional sixty (60) days to cure if the Lender commence to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Buyer's and Owner's obligations under this Agreement will otherwise remain in effect and required to be fully performed during any cure period.
- (vi) If the Lender acquires title to or control of the System and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 9.4(b)(v), then this Agreement will continue in full force and effect.

ARTICLE 10
LIMITATION OF LIABILITY, INDEMNIFICATION; INSURANCE

- 10.1 (a) To the extent permitted by applicable law, Buyer shall indemnify, protect, hold harmless, save, and keep harmless Owner from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which Owner and/or its officers, officials, employees and agents may become obligated by reason of any bodily injury, personal injury, death of person, or loss of or damage to property, arising in connection with or, or as a result of, the System, but only to the extent caused in whole or in part by any negligent or wrongful act or omission of Buyer and/or its officials, employees, subcontractors and/or agents and only to the extent of the Buyer's insurance coverage.
- (b) To the fullest extent permitted by law, Owner shall protect, indemnify, save, defend and hold harmless Buyer, including its officers, officials, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which Buyer and/or its officers, officials, volunteers, employees and agents may become obligated by reason of any bodily injury, personal injury, death of person, or loss of or damage to property, arising in connection with, or as a result of the System, but only to the extent caused in whole or in part by any negligent or wrongful act or omission of Owner and/or its officers, members, directors, employees, subcontractors and/or agents, and only to the extent of the Owner's insurance coverage.

- 10.2 Owner shall maintain worker's compensation and employer's liability insurance as may be required under applicable laws, \$1,000,000 in general aggregate commercial liability, excess umbrella coverage in the aggregate of \$1,000,000, and Professional Liability coverage typical of Owners line of business and typical for Contracts associated with this project. Any design or engineering work shall be covered by an errors and omissions policy with coverage of not less than a \$1,000,000 per occurrence (the E&O Policy). In lieu of the E&O Policy, the Owner can propose other forms of guarantee associated with the performance of the System.
- 10.3 At its own expense, Owner shall maintain Builder's Risk Insurance during construction to insure Buyer's equipment and facilities and secure and hold required subcontractor's insurance for Worker's Comp, automotive and general liability. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Buyer as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Owner and Buyer as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be cancelled or modified without first giving written notice thereof to Buyer and Buyer at least thirty (30) days in advance of such cancellation or modification. At Buyer's request, Owner shall furnish to Buyer certificates evidencing such coverage. Owner and Buyer acknowledge that the System may be constructed and/or maintained by third party contractors; Owner shall ensure that all such contractors are adequately bonded and insured to cover any foreseeable risks and injuries associated with the construction and maintenance of the System.
- 10.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED AS PART OF THIS AGREEMENT, THE ENERGY PROVIDED BY OWNER TO BUYER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO BUYER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE MERCHANTABILITY, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ENERGY OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY OWNER.

ARTICLE 11 TERMINATION

11.1 Termination. Upon the expiration or earlier termination of this Agreement, Owner shall, at its expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date, but in no event later than one-hundred and twenty (120) days after the expiration of the Term. Excluding ordinary wear and tear, the Owner shall return the Premises to its original condition, except for the removal of System mounting pads or other support structures permanently affixed to Buyer's buildings where such removal would compromise the building's water proofing. In no case shall Owner's removal of the System affect the integrity of Buyer's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Owner shall leave the Premises in neat and clean order. If Owner fails to remove or commence substantial efforts to remove the System by such agreed upon date, Buyer shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Owner's cost. Buyer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of

construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

ARTICLE 12 MISCELLANEOUS

- 12.1 Contract Drafting. The Parties acknowledge that they jointly participated in the drafting of this Agreement, jointly participated in the choice of language used in this Agreement, and have each reviewed all of the terms of this Agreement. This document has not been proffered by one Party to the exclusion of the other Party. If any ambiguous word or phrase is found in this Agreement, the canon of construction requiring that any such word or phrase be construed against the drafter shall not be applied to determine the true meaning of that ambiguous word or phrase.
- 12.2 Waiver. No waiver by either Party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.
- 12.3 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. Any provisions adjudged to be invalid or unenforceable shall be severed from the Agreement and the remaining provisions shall continue in full force and effect. The Parties shall negotiate promptly and in good faith to fashion contractual provisions to be observed in place of any provisions adjudged to be invalid or unenforceable to achieve as nearly as possible the commercial results contemplated by this Agreement.
- 12.4 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.
- 12.5 Entire Agreement and Amendment. This Agreement and any Exhibits referenced herein shall constitute the entire agreement of the Parties as to the subject matter addressed herein. Except for the Easement, there are no other agreements between the Parties concerning the subject matter of this Agreement. This Agreement and its Exhibits may not be amended, altered, modified, supplemented, terminated or discharged except by way of an instrument in writing executed by both Parties.
- 12.6 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.
- 12.7 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws 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 courts of New Hampshire with respect to all disputes arising under or out of this Agreement.
- 12.8 Consent to Service of Process. Each Party hereby consents to service of process in 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.

- 12.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile transmission or electronic mail (such as a pdf file) is binding upon the other Party as an original.
- 12.10 No Third Party Beneficiaries. Other than as expressly noted, 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.
- 12.11 Relationships of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose, unless expressly stated otherwise herein.
- 12.12 Nondiscrimination. Owner agrees that it shall not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation, discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Owner.
- 12.13 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, or to limit or otherwise affect the ability of the Buyer to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.
14. Owner agrees to accept payment from Buyer pursuant to whatever reasonable method of payment which Buyer uses during the term of the contract, including but not limited to electronic transfer.

IN WITNESS WHEREOF, Buyer and Owner have caused this Agreement to be executed in their names by their duly authorized representatives as of the Effective Date.

Owner: NhSolarGarden.com, LLC

Buyer: Town of Allenstown

By: _____

By: _____

Name: Andrew Kellar
Title: Manager

Name: Shaun Mulholland
Title: Town Administrator

Authorized by the Allenstown Board of Selectmen on _____, 2016.

Exhibit A - Premises Description

The Premises is a portion of the real property located at 1 Ferry St. Allenstown NH, as more particularly identified in the Easement as the "Premises", at the Allenstown Fire Station.

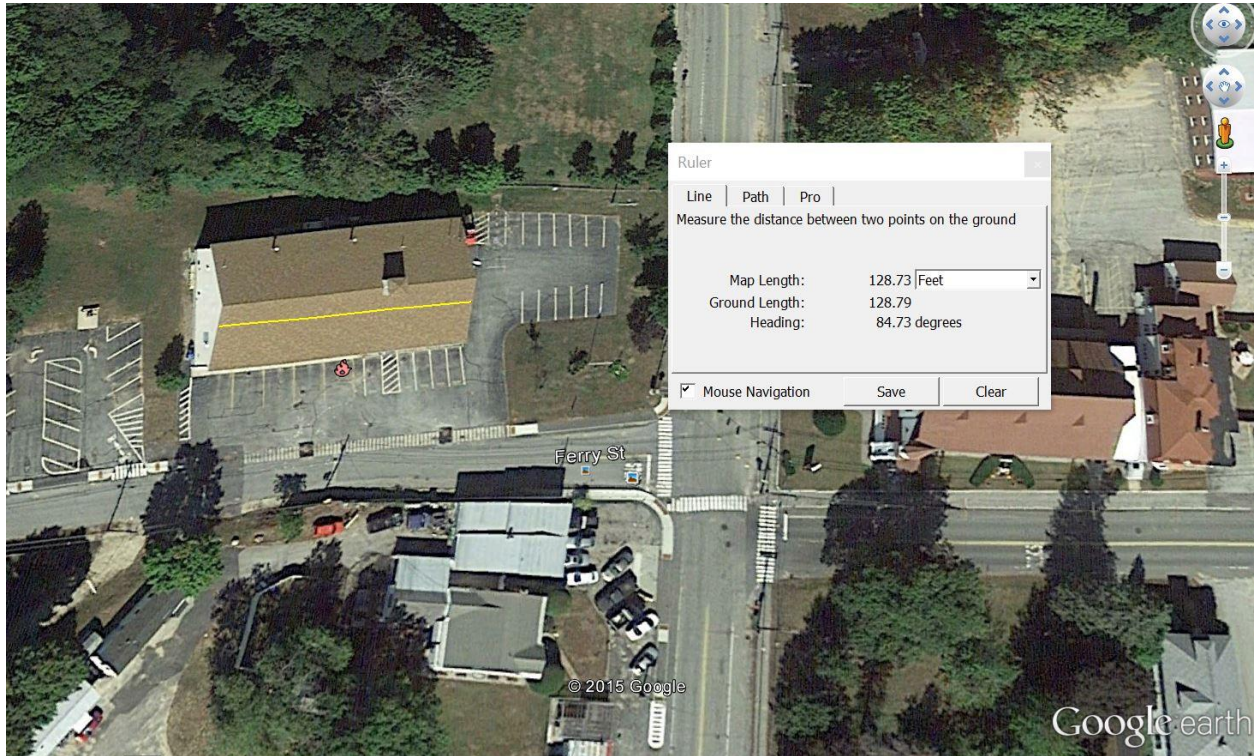


Exhibit B
PPA Price; Estimated Annual Energy Output

PPA Price: 10% discount off the kWh rate of the Town’s electricity supplier & Eversource’s delivery charges with an \$0.08 per kWh floor.

Annual System Degradation Factor: 0.5% per Operating Year

Estimated Annual Energy Output: The table below represents the Estimated Annual Energy Output for each Operating Year, including the Annual System Degradation Factor and is for illustrative purposes only. Due to fluctuations in weather, the System’s Energy output will change from year to year.

	Projected kWh Output	Estimated Contract Payment
Year 1	72,000	\$7,063
Year 2	71,640	\$7,275
Year 3	71,282	\$7,493
Year 4	70,925	\$7,718
Year 5	70,571	\$7,950
Year 6	70,218	\$8,188
Year 7	69,867	\$8,434
Year 8	69,517	\$8,687
Year 9	69,170	\$8,947
Year 10	68,824	\$9,216
Year 11	68,480	\$9,492
Year 12	68,138	\$9,777
Year 13	67,797	\$10,070
Year 14	67,458	\$10,373
Year 15	67,121	\$10,684
Year 16	66,785	\$11,004
Year 17	66,451	\$11,334
Year 18	66,119	\$11,674
Year 19	65,788	\$12,025
Year 20	65,459	\$12,385