

DEFAULT SERVICE REIMBURSEMENT AGREEMENT

This Default Service Reimbursement Agreement (this "Agreement") is by and between **Standard Power of America, Inc.** (the "Administrator") and **Town of Allenstown** (the "Customer") (together referred to as "Parties") and each individually as a "Party") and is effective and binding on the Parties as of the date hereof.

Background

1. Seller is the Administrator of a group net metering arrangement (the "Group"), of which the Customer is a member.
2. Customer is a default service customer of its default electric service provider, Eversource.
3. As a member of the Group, the Customer is entitled to a default service reimbursement payment ("Default Service Reimbursement Payment") pursuant to the governing Group Net Metering Agreement.

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:

Section 1. **Term and Termination.** This Agreement will Start on The May 2018 Eversource Meter Month and continue for 24 months or until the earlier termination of this Agreement pursuant to this Section 2 (the "Term"). This Agreement can be terminated by either Party upon thirty (30) days prior notice. All payment obligations arising prior to the termination of this Agreement shall survive the termination thereof.

Section 2. **Obligation to Provide Default Service Reimbursement Amount.**

(a) In consideration of the Customer's participation in the Group, the Administrator agrees to make, and the Customer agrees to accept, the Default Service Reimbursement Payment.

(b) The Default Service Reimbursement Payment shall be paid to the Customer within ten (10) days of the end of each calendar quarter during the Term. The Default Service Reimbursement Payment shall be calculated as follows (a) the rate shall be the average Eversource default energy rate (energy only) during the previous quarter minus eight cents (\$0.08) (the "Rate"); (b) the Rate shall then be multiplied by the total kilowatt-hours ("kWh") used by the Customer during that same quarter. This calculation shall be performed for each Customer meter listed in Schedule A of the Group Net Metering Agreement.

(c) In any quarter, the Administrator's payment of the Default Service Reimbursement Payment to all members of the Group, including the Customer, shall be unconditionally limited by the amount of generation (kwh) produced by the facility during that same quarter. To the extent there are kWh of excess generation from previous quarters that were not used to make Default Service Reimbursement Payments in those previous quarters, the Administrator shall provide additional kWh credits up to the amount that was not covered by the actual generation during the current quarter.

(d) The Administrator shall perform a true-up of annual generation from the facility to the Customer's annual usage by June 15th of each year during the Term or, if the Term ends prior to June 15th, at the end of the Term. If, based on the annual true-up, the Customer shall have received Default Service Reimbursement Payments during the previous year for less than its full kWh usage during that year, the Administrator shall provide detail of the Host production.

Section 3. **Assignment.** The Customer may not assign or transfer this Agreement to any other person or entity without the other Administrator's prior written consent, and any attempted assignment or transfer without such consent shall be void. The Administrator may sell, transfer, pledge or assign this Agreement or any right herein in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy Services Company or other entity as authorized by the New Hampshire Public Utilities Commission.

Section 4. **Access to Customer Usage Information.** Upon request by the Administrator, the Customer shall provide monthly invoices from Eversource to confirm usage information for accounts listed in Schedule A of the Group Net Metering Agreement.

Section 5. **Dispute Resolution.** The Parties shall attempt in good faith to resolve all disputes arising under or with respect to this Agreement promptly by negotiation. If the Parties cannot resolve the dispute in this manner, they shall refer the dispute to a mediator.

Section 6. **Liability.** The remedy in any claim or suit by the Customer against the Administrator will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly payment in the immediately preceding twelve (12) months). All other remedies at law or in equity are hereby waived. In no event will either the Administrator or the Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Section 7. **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.

Section 8. **Taxes.** All taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on the Administrator's net income, shall be paid by the Customer, and Customer agrees to indemnify the Administrator and hold the Administrator harmless from and against any all such taxes.

Section 9. **Regulatory Change.** This Agreement is subject to present and future legislation, orders, rules, regulation or decision of a duly constituted governmental authority having jurisdiction over this Agreement or over the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement, including, but not limited to price, the Administrator shall have the right to modify this Agreement to reflect such Regulatory Change by providing thirty (30) days' written notice of such modification to the Customer.

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