

August 21, 2012

POWER PURCHASE AND SOLAR SERVICES AGREEMENT

BY AND BETWEEN

ALTUS POWER FUNDS, LLC SERIES II

AND

TOWN OF NEWTOWN

August 21, 2012

CONFIDENTIAL

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This Power Purchase And Solar Services Agreement (“Agreement”) is entered into as of August 21, 2012 by and between Altus Power Funds, LLC Series II (“Provider”) and Town of Newtown (“Host”), individually referred to as “Party” and collectively as “Parties” in the Agreement.

WHEREAS, Provider desires to develop, design, construct, own, maintain and operate a solar powered electric generating facility at Host’s property located at 11 Queen Street, Newtown, CT and sell the electric energy produced by the facility to Host;

WHEREAS, Host desires to make a portion of its property available to Provider for the construction, operation and maintenance of the facility and to purchase all of the electric energy produced by the facility; and

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth as follows:

“Access Rights” means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Facility, and to interconnect the Facility with the Local Electric Utility and to provide water, electric and other services to the Facility.

“Agreement” means this Power Purchase and Solar Services Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means any applicable local, state, or federal grant, rebate or loan program/s, such as the State of Connecticut Z Rec Program, Federal Tax incentive including, but not limited to, tax credits and depreciation, each as amended from time to time and to be paid to Provider pursuant to Section 8(c) of this Agreement.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not

include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4, when the Facility is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” has the meaning provided in Section 15(b).

“Delivery Point” means the point where the Facility is interconnected with the System (as set forth on the diagram on Exhibit [A]).

“Dispute” has the meaning provided in Section 23(a).

“Early Termination Amount” means an amount equal to Fair Market Value.

“Electricity” means all of the electricity generated at the Facility and delivered to a Point of Delivery by means of solar generation.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the state where Facility is located to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means all state and federal or other Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation.

“Facility” means an integrated system consisting of the materials listed on Exhibit [B] for the generation of electricity from solar energy to be installed on the Premises in accordance with this Agreement.

“Facility Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Facility, subject to a leaseback of the Facility from such Person.

“Fair Market Value” means the greater of: (1) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Facility and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation, and, (2) the present value determined by the Provider of all associated future income streams arising from the operation of the Facility for a term of 25 years from the date hereof including but not limited to the expected price of electricity, interest rates, Environmental Attributes, and Tax Attributes.

“Force Majeure Event” has the meaning provided in Section 18(a).

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Host” means Town of Newtown and its successors and assigns.

“Initial Period” has the meaning provided in Section 2.

“Installer” means Sound Solar Systems

“Interconnection Agreement” means the agreement described in Section 11(a).

“Land Registry” means Newtown Towns Clerk Office

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Facility and shall include lessors in sale-leaseback transactions.

“Local Electric Utility” means the local electric distribution owner and operator which under the laws of the State of Connecticut are responsible for providing electric distribution and interconnection services to Host at Site.

“Operations Period” has the meaning provided in Section 2.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider.

“Person” means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Point of Delivery” has the meaning set forth in Section 6(a).

“Premises” means the location of the Facility on the Site, including scope, areas and limits as specifically outlined in Exhibit [A] attached hereto.

“Property Tax Credits” means the abatement and/or reduction in local property taxes available to Host during the Term of the Agreement as a result of the installation of the Facility and may be paid to the Provider pursuant to Section 8(h) of this Agreement.

“Provider” means Altus Power Funds, LLC Series II a Delaware limited liability company, and its successors and assigns.

“Renewable Energy Certificate” or “REC” means all state and federal certificates, credits, SRECs, allowances, green tags, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of

energy, or product associated with the generation of a specified quantity of energy from a renewable energy source by a renewable energy facility.

“Site” means the real property of Host described on Exhibit [A] attached hereto, which properties include the Premises.

“System” means the electric distribution infrastructure owned by Host and utilized to distribute electricity throughout Host’s facility.

“Tax Attributes” means the investment tax credits and any tax deductions or other benefits under the Internal Revenue Code or applicable state law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

2. **TERM.**

- (a) This Agreement shall consist of an Initial Period, and, unless the Provider or Host has exercised its right under Section 4 hereof to terminate the Agreement prior to the end of the Initial Period, an Operations Period. As used herein, “Term” shall mean all of the Initial Period and the Operations Period.
- (b) With respect to the Facility, the Initial Period will begin on the date of execution and delivery of this Agreement and will terminate on the earlier of (i) the Commercial Operation Date of the Facility or (ii) the date this Agreement is terminated with respect to such Facility pursuant to the provisions of Section 4.
- (c) The Operations Period with respect to the Facility will commence on the Commercial Operation Date of the Facility. The Operations Period of the Facility will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Commercial Operation Date of the Facility occurs.

3. **ACCESS TO PREMISES, OWNERSHIP OF FACILITY.**

- (a) Host hereby grants Provider and its designees (including Installer and persons responsible for implementing the Applicable Solar Program) a license to the Facility and access to the Premises, for the Term, at reasonable times and upon reasonable notice for the purposes of designing, installing, operating, maintaining, repairing and removing the Facility, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Such license shall include all necessary easement to access the Facility and perform the work describe herein and Provider will provide Host with, and Host shall execute, a license or notice of license in recordable form substantially similar to the Notice of License in Exhibit [D] of this Agreement suitable for recording in the Land Registry office in the town or county wherein real estate interests are recorded.

- (b) Except as otherwise provided herein, Provider shall be the legal and beneficial owner of the Facility at all times. Host acknowledges that (i) the Facility is personal property and shall not attach to or be deemed a part of, or fixture to, the Site and (ii) the Facility shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will use commercially reasonable efforts to place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Facility and the legal status or classification of the Facility as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Facility as a fixture of the Premises, Host shall provide a disclaimer or release from such lien holder. If Host is the fee owner of the Premises, Host agrees to effect, promptly after Provider's written request, the filing of a disclaimer satisfactory to Host of the Facility as a fixture of the Premises in the Land Registry if Provider so requests. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Provider may mortgage, pledge, grant security interests, or otherwise encumber, or enter into a sale and lease of the Facility in connection with any construction or permanent financing obtained by Provider in connection with the installation of the Facility, and any refinancing thereof.

- (c) Host grants Provider and its representatives Access Rights with respect to the Site which include without limitation:
 - (i) reasonable vehicular and pedestrian access across the Site to the Premises as designated on Exhibit [A] for purposes of designing, installing, operating, maintaining, repairing and removing the Facility. In exercising such Access Rights Provider shall use commercially reasonable efforts to minimize any disruption to activities occurring on the Site.
 - (ii) the right to locate transmission lines and communications cables across the Site solely on the areas designated on Exhibit [A]. The location of any such transmission lines and communications cables outside the areas designated on Exhibit A shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site.
 - (iii) adequate storage space on the Site convenient to the Premises for materials and tools used during construction, installation, and maintenance of the Facility. Provider shall be responsible for providing shelter and security for stored items during construction and installation. Host further agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Facility.
 - (iv) water, drainage, electrical, and Ethernet connections on the Premises for use by Provider in installing, operating and maintaining the Facility.

- (d) Provider will be responsible for connecting monitoring equipment for the Facility to external networks so that it is possible for Provider and Host to remotely monitor the Facility. Provider shall not interconnect with Host's systems. Provider will provide an internet portal or equivalent access which will provide Host read-only access to monitor the performance monitoring system.
- (e) Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will materially interfere with the construction or maintenance of the Facility, or which in any way interferes with the solar access of the Facility. In addition, Host, or any lessee, grantee or licensee of Host, shall not install or operate new equipment on or make any alterations to the Premises that cause a material measurable interference with Provider's operation of Facility.

4. **PLANNING AND INSTALLATION OF FACILITY.**

- (a) During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Facility and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Facility will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Facility; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Facility under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Facility; or to make any other investigation or determination necessary for the construction, operation or maintenance of the Facility.
- (b) Provider is entitled to utilize information furnished by Host pursuant to this Section 4(b) but Host shall not be responsible for its accuracy or completeness. Upon Provider's request, Host shall, when possible, provide Provider with the following information regarding the Premises to the extent that such information exists and is within Host's control (but Host shall not be required to generate such information): (i) copies of all plans, specifications, surveys, blueprints and engineering reports for the Facility area that Host may have; (ii) information describing the physical characteristics of the Facility area and Premises, including surveys, evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports and investigations; (iii) tests, inspections and other reports including structural, mechanical and chemical tests, if available; (iv) any existing roof, structural or other mechanical warranties or guarantees; and (v) any other information or services reasonably requested by the Provider which are relevant to the Provider's performance of the installation, operation, maintenance and repair of the Facility hereunder.

- (c) At any time during the Initial Period prior to the start of on-site installation of the Facility, Provider shall have the right to cease development of the Facility on the Premises, whether due to failure to obtain necessary permits, inability to interconnect with the Local Electric Utility; failure to qualify for payments under Applicable Solar Program, failure to obtain necessary financing from third parties, or for any other reason determined by Provider in its sole discretion. If Provider gives Host notice of such determination with respect to the Facility, this Agreement shall terminate with respect to the Facility effective as of the delivery of such notice without any further liability of the Parties to each other with respect to such Facility, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Facility's Site; (ii) Provider shall restore any portions of the Facility's Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 15, hereof, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.
- (d) If within 365 days (not including any days in which a Force Majeure condition existed) following the date of this Agreement, the Commercial Operation Date has not occurred with respect to the Facility, Host may terminate this Agreement with respect to the Facility by delivering notice to Provider of its intention to terminate this Agreement with respect to the Facility, and the Agreement shall so terminate thirty (30) days after Provider's receipt of such notice; provided, that if the Commercial Operation Date of the Facility occurs within such thirty (30) day period, this Agreement shall not terminate with respect to such Facility; and further provided, that if Provider is unable to achieve the Commercial Operation Date of the Facility within such period due to difficulties not caused by Provider in receiving timely supply of equipment, or receipt of applicable local, state, and federal permits, to be incorporated in the Facility, Host's right to terminate with respect to such Facility under this Section 4(d) shall be tolled for such period as may be reasonably necessary to accommodate the supply of such equipment or receipt of applicable local, state, and federal permits. Upon such termination, neither Party shall have any further liability to the other with respect to the Facility, provided that (i) Provider shall remove any equipment or materials or other property which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their preexisting condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 15, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.
- (e) At any time during the Initial Period, upon at least ten (10) days notice to Host, Provider shall have the right to install the Facility on the Premises. As of the date hereof, Provider anticipates that the Facility shall consist of the components and shall have the designs set forth in Exhibit [B] attached hereto. Provider,

however, has the right to modify the design of the Facility, including the selection of the components in the Facility, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Facility having a nameplate capacity materially less than that listed on Exhibit [B] with Facility footprint, location and height set forth in Exhibits [A] and [B], without Host's approval, which may not be unreasonably withheld.

- (f) Provider shall, at its expense, install one or more meter(s) as part of the Facility, at the location and height set forth in Exhibit [A], to measure the output of the Facility at the Point of Delivery. Host and Provider will have access to an electronic monitoring system.
- (g) Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Facility and shall give Host 3 Business Days' notice of when Provider will commence testing of the Facility. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After the Facility meets the requirements of the Local Electric Utility and the Interconnection Agreement, has been installed in accordance with all Applicable Laws, and is capable of producing Electricity on a continuous basis, Provider shall notify Host that installation of the Facility is complete and shall specify the Commercial Operation Date for the Facility, which may be immediately upon delivery of such notice to Host, provided however that Provider shall have notified Host of Provider's intent to specify the Commercial Operation Date at least ten (10) days prior to such date. All Electricity produced at a Point of Delivery by the Facility prior to the Commercial Operation Date shall be delivered to Host and Host shall pay for such Electricity delivered to the Point of Delivery at the rate applicable to the first year of the Operations Period.
- (h) Provider and Installer are not responsible for any hazardous materials encountered at the Site other than hazardous materials brought to the Site by Provider, Installer or their subcontractors, agents or licensees. Upon encountering any hazardous materials during construction, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected hazardous materials at the Site, Host shall take all measures required by Applicable Law to address the hazardous materials discovered at the Site. Host may elect (i) to remediate the Site so that a Facility may be installed on the Site, or (ii) determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different site to house the Facility. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from

Governmental Authority having jurisdiction over the Facility or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Facility resulting from the presence of and/or the remediation of hazardous materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Provider is responsible for any hazardous materials introduced to the Site by Provider or Installer or their subcontractors, agents or licensees and is required to remediate an affected area.

5. OPERATION OF THE FACILITY.

- (a) Provider shall use qualified, licensed contractors to perform the work of installing, operating, and maintaining the Facility. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, subject to the reasonable approval of Host. Provider shall, to the extent allowed under Applicable Law, have Installer and its subcontractors execute lien waivers to prevent the imposition of any Stop Notices or liens of any kind against Host's interest in the Site. Provider shall be responsible for the conduct of Installer and Provider's subcontractors, and Host shall have no contractual relationship with, or liability to, Installer or its subcontractors. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities which satisfy the requirements in Section 13 of this Agreement.
- (b) Provider shall design, obtain permits, install, operate, and maintain the Facility so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, tenants, and visitors to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site.
- (c) Host will provide security for the Facility only to the extent of its normal security procedures, practices, and policies which apply to all Host Premises, including the Facility. Host will advise Provider immediately upon observing any damage to the Facility. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Facility, Host shall, as quickly as reasonably possible, send a person to observe the condition of the Facility and report back to Provider on such observations.
- (d) Provider may shut down the Facility at any time in order to perform required emergency repairs to the Facility provided that such shutdowns do not interfere with host facility. At other times, Provider shall give Host notice of the

shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity which would have been produced by the Facility but for such shutdown. Provider shall not schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(e) Host will not rezone or subdivide the Site in a manner that would restrict or limit the operation of the Facility as provided for under this Agreement.

(f) The Provider shall be responsible for removal of any storm debris or snow in direct contact with and immediately surrounding the Facility when notified via telephone or in email provided that such storm debris or snow presents a structural danger to the Premises, as reasonably determined by Host.

6. SALE OF ELECTRIC ENERGY.

- (a) Throughout the Operations Period of the Facility, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all Electricity produced by the Facility and delivered to the Point of Delivery, whether or not Host is able to use all such Electricity. (Host shall be free to sell energy which is excess to its requirements to the Local Electric Utility or receive any applicable net metering credit from the Local Electric Utility as contemplated by the provisions of Section 8(b)) or otherwise use such Electricity. The Point of Delivery of the Electricity shall be as indicated in Exhibit [A]. Title to and risk of loss with respect to the Electricity shall transfer from Provider to Host at the Point of Delivery.
- (b) The Electricity from the Facility shall be delivered from Provider to Host at the specifications set forth in Exhibit [A] and otherwise in compliance with all requirements of the Local Electric Utility.
- (c) Provider does not warrant or guarantee the amount of Electricity to be produced by the Facility for any hourly, daily, monthly, annual or other period. Provider is not a utility or an Electric Service Provider, and does not assume any obligations of a utility or electric service provider, including any obligation to provide service or be subject to rate review by governmental authorities.
- (d) The output of the Facility will be measured by the meters installed in accordance with Section 4(f). Provider shall, at its expense, conduct tests of the meters at such times as it deems appropriate in accordance with industry standards, but not less than once in any one year period. Host shall pay for any independent testing of the meter(s) in excess of such minimum testing schedule that Host deems necessary, except if, after such testing, the meter is shown to be in error in Provider's favor by more than 2%, Provider shall pay for the cost of such test and shall make corresponding adjustments to the records of the amount of

Electricity provided by the Facility delivered based on the period that is half-way in between the date of this testing and the last testing date of the meter. If there is an error of less than or equal to 2% no billing adjustments will be made. In the event there is an error of greater than 2%, Provider shall adjust the next invoice to be provided to Host under Section 7(b) hereof, to either charge the Host additional amounts for Electricity produced over the stated meter amount during the applicable period at the applicable rate or provide Host a credit against future billing for Electricity produced under the stated meter amount during the applicable period, provided, however, that any deficiencies or credits not theretofore applied or satisfied at the expiration or earlier termination of the Operations Period shall be settled in cash.

- (e) Provider warrants that the Electricity produced by the Facility and delivered at the Electricity Delivery Point shall be 3-phase, 60 Hertz, alternating current electricity that shall meet the requirements of the interconnection agreement with the Local Electric Utility.

7. PRICE, PAYMENT, AND BILLING.

- (a) Price. Commencing on the Commercial Operation Date, Host shall pay to Provider monthly amount equal to (x) each kWh of Electricity by (y) the greater of (i) 80 (eighty) percent of amount per kWh equal to the average of the rates that Host was charged in the previous calendar year from its Electric Service Provider or any source of power (other than through this Agreement), inclusive of generation, transmission, delivery, and any applicable service charges and (ii) 6.5 (six and a half) cents per kWh. For the avoidance of doubt, each Price, when determined and reset annually will remain the same for one year until the next anniversary when it is reset again. For the purposes of determining rates, Host shall grant Provider access via internet or otherwise to billing information and/or contract rate structure Host has with its Electric Service Provider and any third party supplier of electric commodity and by facsimile or email transmission to Provider of its utility bills within 10 Business Days after receipt thereof.
- (b) Payment. Host shall pay for the Electricity produced by the Facility monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of Electricity produced by the Facility in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.
- (c) Billing. Invoices shall be calculated and delivered monthly in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such

transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

BILLING CONTACT INFO:

__ Newtown Board of Education _____

__ 3 Primrose St. _____

__ Newtown, CT 06470 _____

__ ATTN: Business Office _____

- (d) Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate of 1% per month, annual compounding.
- (e) If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 7(e), survive the expiration or termination of this Agreement.

8. SUPPLEMENTAL POWER, NET METERING, RECS AND PROPERTY TAX CREDITS.

- (a) Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Facility and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

- (b) At any time that Electricity delivered from the Facility is greater than Host's requirements at such time, Host shall nevertheless pay Provider for all of the Electricity produced by the Facility (other than as provided in Section 14(e)) at the rates and in the manner provided in this Agreement. At Host's option, power in excess of Host's requirements may be delivered to the Local Electric Utility or any other Person through the Point of Delivery and Host shall be entitled to any payments from the Local Electric Utility or other Person, whether directly for the electricity or through receipt of credits or payments that may be available from the Local Electric Utility under net metering or similar programs. If Applicable Law or the practice of the Local Electric Utility restricts the ability of the Host to sell electricity produced by the Facility to the Local Electric Utility, then the Parties shall agree on alternate arrangements to enable them, insofar as possible, to receive payments from the Local Electric Utility, provided that the economic benefits to Provider remain as provided in this Section 8(b).
- (c) Except as provided in Section 8(b), Provider shall receive all payments available under the Applicable Solar Program and any other federal, state or local programs applicable to renewable energy sources. To the extent that Facility is eligible for, and actually receives, any ISO capacity credits or payments, such credits or payments will be shared equally between Host and Provider upon receipt thereof from the applicable source thereof. If requested by Provider, Host shall provide reasonable assistance to Provider in executing all applications and other documents prepared by Provider necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other such programs in respect of the Facility, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this paragraph (c) is limited to any payments actually received by Host.
- (d) Provider shall be the owner of any state and federal Environmental Attributes and Tax Attributes except to the extent provided in Section 8(h) which may arise as a result of the operation of the Facility and shall be entitled to transfer such Environmental Attributes and Tax Attributes to any person. Host shall provide reasonable assistance to Provider in executing all documents prepared by Provider necessary for Provider to receive such state and federal Environmental Attributes and Tax Attributes, and if Host is deemed to be the owner of any such Environmental Attributes or Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such certificates or attributes, it shall promptly pay them over to Provider.
- (e) Provider shall be entitled to receive any payments for electric capacity or ancillary services which may become available as a result of the construction or operation of the Facility. If requested by Provider, Host shall provide reasonable assistance to Provider in executing all documents prepared by Provider necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If

Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

- (f) Except as contemplated by the provisions of Section 8(b), the electricity purchased by Host from Provider under this Agreement shall not be resold, assigned or otherwise transferred to any other person if such sale or transfer would cause Provider to become a utility or public service company, and Host shall not take any action which would cause Host or Provider to become an electric utility or public service company.
- (g) Neither Party shall assert that Provider is an electric utility or public service corporation or similar entity which has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's obligations or performance under this Agreement.
- (h) [LEFT INTENTIONALLY BLANK]

9. PURCHASE OPTIONS & TRANSFER OF OWNERSHIP; REMOVAL.

- (a) On the tenth (10th) anniversary of the Commercial Operation Date of the Facility, Host shall have the option to purchase the Facility from Provider at Fair Market Value plus, if applicable, refunds of Applicable Solar Program or other governmental payments occasioned by the exercise of such option. If Host desires to exercise this option, it must notify Provider ninety (90) days prior to the applicable anniversary date in writing and shall pay the Fair Market Value plus any refunds of Applicable Solar Program or other governmental payments occasioned by the exercise of such option to the Provider by electronic transfer in immediately available funds to an account designated by Provider on the anniversary date. When these funds are received in full this Agreement and the Operations Period shall terminate. The Provider is under no obligation to remove the Facility in this instance. The option for Host to purchase the Facility under this Section 9(a) shall not survive the termination of this Agreement.
- (b) On the twentieth (20th) anniversary of the Commercial Operation Date this Agreement and the Operations Period shall terminate and Host can elect to buy the Facility at the fair value of the materials listed in Exhibit B hereto. Upon payment by Host of such amount, Provider shall deliver, or cause to be delivered, to Host a Bill of Sale conveying the Facility to Host free and clear of liens or encumbrances. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. The Provider is under no obligation to remove the Facility in this instance.
- (c) On the twentieth (20th) anniversary of the Commercial Operation Date this Agreement and the Operations Period shall terminate and Provider may elect, if it determines that doing so will in no way jeopardize its characterization as the sole legal owner of Facility during the Operations Period for federal income tax purposes, to leave the Facility at the Premises and let ownership, benefits and

responsibilities thereof to pass to Host at no cost. The Provider is under no obligation to remove the Facility in this instance.

- (d) If Host does not elect to purchase or assume ownership of Facility under Sections 9(a), 9(b), 9(c), then Provider, at its expense, shall promptly decommission and remove the Facility following the expiration of the Operations Period. Host grants Provider and its representative's reasonable vehicular and pedestrian access across the Site to the Premises for purposes of decommissioning the Facility. In exercising such access and performing the decommissioning, Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site. Host will provide Provider adequate storage space on the Site convenient to the Premises for materials and tools used during decommissioning. Provider shall be responsible to restore portions of Site affected by the Facility at the end of Term to such level of repair and functionality as they were found in at the start of Term. Provider shall be responsible for providing shelter and security for stored items during decommissioning and removal. Host further agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Facility. During decommissioning, Provider will comply with all Applicable Laws.

10. TEMPORARY SHUTDOWNS, SALE OF SITE, CLOSURE OF PREMISES.

- (a) Host from time to time may request Provider to temporarily stop operation of the Facility, such request to be reasonably related to Host's activities in maintaining and improving the Site and not to interfere with the use of the building. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for Electricity that would have been produced by the Facility during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Facility under the Applicable Solar Program and any other assistance program with respect to Electricity that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes that Provider would have received with respect to Electricity that would have been produced by the Facility during the period of the shutdown. Determination of the amount of Electricity that would have been produced during the period of the shutdown shall be based, during the first year of the Facility's Operations Period, on the estimated levels of production and, after the first year of the Facility's Operations Period, based on actual operation of the Facility in the same period in the previous calendar year, unless Provider and Host mutually agree to an alternative methodology.
- (b) In addition to the right of Provider to shut down the Facility for maintenance as provided in Section 5(d), Provider may shutdown the Facility if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Facility. Provider

shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Facility and to reduce, to the greatest extent practicable, the duration of the shutdown. In the event of such a shutdown, Host shall be deemed to have acted under Section 10(a) to shut down the Facility, and shall pay Provider the amounts described in Section 10(a) with respect to the period of the shutdown, except that Host shall not be required to pay such amounts relative to any time period prior to Provider's notice of the shutdown or any period of Force Majeure.

- (c) Relocation Event. If Host desires to move the Facility to another location on the Site or to another site owned by Host ("Relocation Event"), Host may provide Provider with a mutually agreeable substitute location for the Facility subject to the approval of Facility Lessor in its sole discretion. Host shall give Provider at least 180 days notice of a Relocation Event. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Facility but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Facility, including installation and testing costs and interconnection costs. In addition, following a Relocation Event and until the Facility has been relocated or the Agreement has been assumed in accordance with this Section 10(c), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for Electricity that would have been produced by the Facility following the Relocation Event; (ii) revenues that Provider would have received with respect to the Facility under the Applicable Solar Program and any other assistance program with respect to Electricity that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes that Provider would have received with respect to Electricity that would have been produced by the Facility following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first year of the Facility's Operations Period, on the estimated levels of production and, after the first year of the Facility's Operations Period, based on actual operation of the Facility in the same period in the previous calendar year, unless Provider and Host mutually agree to an alternative methodology. If the Facility is not relocated to a new site successfully, with resumption of electricity deliveries at the rate that the Facility was producing prior to the Relocation Event, within three hundred and sixty-five (365) days after the Relocation Event, then at the end of such three hundred and sixty-five (365) day period, Host may cease paying amounts for the purchase of electricity and other items as provided in this Section 10(c) and terminate this Agreement, provided however that at the end of such 365 day period Host shall pay Provider the Fair Market Value as determined based on the levels of production during the first full twelve months of the Facility's Operations Period, and title to Facility shall transfer to Host after such payment has been received.

- (d) In the event Premises are closed as a result of Host's breach of this Agreement and Provider is unable to operate the Facility on account thereof, Host shall nevertheless continue to pay Provider for all electricity that would have been produced by the Facility on the Premises and delivered to the Point of Delivery but for such event. Determination of the amount of Electricity that would have been produced following such closure shall be based, during the first year of the Facility's Operations Period, on the estimated levels of production and, after the first year of the Facility's Operations Period, based on actual operation of the Facility in the same period in the previous calendar year, unless Provider and Host mutually agree to an alternative methodology. Such payments for Electricity that would have been produced shall continue as provided herein until such time as Host cures such breach.

11. PERMITS AND OTHER APPROVALS.

- (a) Provider shall be responsible for paying all costs for and arranging the interconnection of the Facility with Host's Local Electric Utility in a manner which includes bidirectional or "net metering" and performing all of Host's obligations under any Interconnection Agreement. Host shall enter into the Interconnection Agreement with its Local Electric Utility to implement net metering. Provider shall obtain any consents or approvals from the Local Electric Utility which are necessary for the construction, commissioning, or operation of the Facility. Provider shall pay for and obtain all approvals from Governmental Authorities necessary for the construction and operation of the Facility, including land use permits, building permits, demolition and waste disposal permits and approval.
- (b) Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, tenants, licensing agencies, as applicable and any other persons with interests in the Site or in Host. These consents shall include estoppel certificates which recognize the rights of Provider, and its assignees and successors, under this Agreement.

12. TAXES.

- (a) Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for Electricity from the Facility or its other income or revenues. Provider, as owner of the Facility, shall be entitled to all Tax Attributes except as provided in Section 8(h) with respect to the Facility.
- (b) Host shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of Electricity by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

- (c) Host shall be responsible for all ad valorem personal property or real property taxes levied against the Site, Host's improvements thereto and Host's personal property located thereon, except that Provider shall be responsible for ad valorem personal property or real property taxes levied against the Facility. If Host is assessed any taxes related to the existence of the Facility on the Premises, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, and Provider shall reimburse Host for such taxes. If after resolution of the matter, no tax is imposed upon Host related to the improvement of real property by the existence of the Facility on the Site, and a rebate is issued for any taxes for which Provider reimbursed Host pursuant to the immediately previous sentence, Host shall promptly pay Provider the amount of such rebate.
- (d) Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.
- (e) In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such Party may pay such amounts and in such event shall be entitled to recover such paid amount from the other Party, together with interest thereon at the rate of one percent (1%) per month, annual compounding.
- (f) Any reimbursement of taxes owing pursuant to this Section 12 shall be paid within twenty (20) days of receiving an invoice therefor from the Party who paid the taxes.

13. **INSURANCE.** Host and Provider shall each maintain the insurance coverage in full force and effect throughout the Term as follows:

- (a) General Liability. Both Host and Provider will, at its own cost and expense, maintain commercial general liability insurance for the Term of the Agreement with limits of not less than one million dollars (\$1,000,000) for injury to or death of one or more persons in any one occurrence and one million dollars (\$1,000,000) for damage or destruction to property in any one occurrence.
- (b) Host and Provider will also meet any additional insurance requirements as may be specified in the Applicable Solar Program contract and/or utility interconnection agreement.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Section 13 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give

the other Party thirty (30) days written notice before the insurance is cancelled or materially altered.

- (d) Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. A cross liability clause shall be made part of the policy. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.
- (e) All insurance maintained hereunder shall be maintained with companies rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

14. COOPERATION.

- (a) The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.
- (b) Host acknowledges that Provider may obtain construction and/or permanent financing from third party sources in connection with the installation of the Facility, and may from time to time refinance such financings. Host agrees to execute all consents to assignment in the form attached hereto and provide such opinions of counsel as may be reasonably requested by Provider and Lender in connection with such financing. All reasonable costs of counsel invoiced to the Host and directly related to the providing of such opinions of counsel as requested by Provider shall be reimbursed to the Host by the Provider.
- (c) If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Facility, then Host and Provider shall upon Provider's request and at Provider's expense work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Facility. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs.

15. PRESS RELEASES AND CONFIDENTIALITY.

- (a) The Parties acknowledge that they each desire to publicize information about this Agreement and the Facility. The Parties therefore agree that they may each may make independent press releases about entering into this Agreement, the size and location of the Facility, and the identity of the other Party, without the prior

written consent of the other Party. Only Provider has the exclusive right to (i) be responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (ii) be entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Facility other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 15.

- (b) For purposes of this agreement, “Confidential Information” means information of a confidential or proprietary nature, only if specifically marked as confidential. Such information shall include, but not be limited to, this Agreement as well as any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party, provided, however, nothing contained in Paragraph 15 hereof shall cause Host to be in violation of the Connecticut Freedom Of Information Act.
- (c) Subject to the exceptions set forth below in Section 15(d), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.
- (d) Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Facility. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing

Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

- (e) Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 15 and agrees that the provisions of this Section 15 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 15. The provisions of this Section 15 shall survive until the later of two years from the date of this Agreement or three (3) years from the effective date of any termination of this Agreement.

16. SECURITY FOR OBLIGATIONS.

- (a) Host and/or Provider shall make at Provider's expense any necessary filings to disclaim the Facility as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Facility by Provider.
- (b) The Parties shall execute and record with the appropriate Land Registry licenses or easements and other instruments referencing this Agreement and documenting the Access Rights granted by Host to Provider in this Agreement, and which shall be in form and substance reasonably acceptable to both Parties. The cost of preparation and recording shall be borne by the Provider.
- (c) With respect to consents that Host obtains under Section 11 hereof from holders of mortgages, liens, or other encumbrances against the Site, such consents shall include recognition of, and agreement not to disturb, the rights of Provider hereunder. Such consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, grant security interests in all or a portion of a Site and the improvements thereon, provided the mortgagee or other grantee, whether or not currently a mortgagee or grantee, of the new or increased encumbrance will be subordinated to this Agreement and that such mortgagee or other grantee acknowledges this Agreement, the Facility on the Site, the Access Rights granted hereunder, and the Provider's rights in the Facility and the Access Rights and agrees not to disturb the rights of Provider hereunder. In the event Host sells the Site, then unless such purchaser assumes this Agreement to the satisfaction of Provider, then either Host shall pay Provider the Fair Market Value, and title to Facility free and clear of liens shall transfer to Host after such payment has been received, or Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such sale and assumption by purchaser. The assumption by purchaser shall be deemed satisfactory to Provider as long as (i) the purchase agreement explicitly provides for assumption by purchaser of all Host's obligations hereunder and (ii) the purchaser has a net worth equal to or greater than that of Host as of the date of this Agreement.

- (d) Each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Facility, and in the Access Rights granted hereunder. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party so long as the continuing existence of such Lien does not cause a breach under any mortgage, credit agreement or other agreement binding on the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other, which could reasonably be expected to arise if such Lien is not removed or discharged.

17. REPRESENTATIONS AND WARRANTIES.

- (a) Each Party hereby represents and warrants to the other, as of date hereof, that:
 - (i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.
 - (ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (i) its organizational documents; (ii) any agreement or other obligation by which it is bound or (iii) any law or regulation.
 - (iii) Enforceability. All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken.
 - (iv) This Agreement has been duly and validly authorized, executed and delivered on behalf of such Party and this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws and matters in equity.
 - (v) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind

or before or by any governmental authority which could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

- (b) In addition to the representations and warranties in Section 17(a), Host hereby represents and warrants to Provider, as of date hereof, that:
 - (i) Electric Usage. Host has provided to Provider complete and correct records of its electric usage at the Site.
 - (ii) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises.
 - (i) Financial Information. Host has provided to Provider complete and correct financial statements for the past five (5) years, including audited financials for the past two (2) years. Provider shall make available to Host evidence of available funds necessary to construct Facility.

18. **FORCE MAJEURE.**

- (a) "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes and (v) acts or omissions or orders of the Electric Utility, and any emergencies that require Host to be disconnected from, or curtailed or derated by, the transmission and distribution system of the Local Electric Utility. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.
- (b) Except as provided in Section 18(c) and Section 18(d) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the

existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

- (c) Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.
- (d) In the event of a casualty event which destroys all or a substantial portion of the Premises, Host shall elect, within one hundred and eighty (180) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises and does not offer to cause a Relocation Event under Section 10(c) permitting this Agreement to continue in full force and effect, this shall constitute an Event of Default by Host under Section 21 of this Agreement and Host shall pay Fair Market Value calculated as if the Facility were operational and Provider shall not restore the Facility and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Facility, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Facility, Provider shall promptly remove any portions of the Facility remaining on the Premises. If Provider does elect to restore the Facility, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to the above provisions in this paragraph, the Parties shall not be released from (i) any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 15, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.
- (e) Notwithstanding anything to contrary in this Section 18, if nonperformance on account of the Force Majeure event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Facility from the applicable Site provided at its sole cost. In the event of such a termination of this Agreement with respect to the Facility, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Facility or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

19. CHANGE OF LAW.

In the event there is a Change in Law that is applicable to the operation of the Facility, the sale of electric energy produced by the Facility, or any other obligation of the Provider

hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Facility (excluding for all purposes any change in the rate of tax based on the overall net income of Provider), Provider will promptly submit to Host a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Provider will promptly provide such further information with respect thereto as Host may reasonably require. If Host agrees to an adjustment in the then applicable and future rates such that the new rates compensate Provider for the total cost increase arising from the Change of Law set forth in the notice, said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider.

20. PROVIDER DEFAULT AND HOST REMEDIES.

- (a) Events of Default by Provider. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:
- (i) Any representation or warranty by Provider under Section 17 hereof, is incorrect or incomplete in any material way, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect;
 - (ii) Provider, after commencement of installation of the Facility, abandons construction of the Facility and fails to resume construction within thirty (30) days after receipt of notice from Host stating that, in Host's determination, Provider has abandoned construction of the Facility;
 - (iii) After the Commercial Operation Date with respect to the Facility, Provider fails to operate the Facility for a period of 90 days (a) which failure is not due to damage to the Facility, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 18(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's determination, Provider has ceased operation of the Facility or (b) which failure is due to equipment failure or damage to the Facility or other causes and Provider fails to cause the Facility to perform at reasonable levels of output;
 - (iv) Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 18(b) (relating to 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) sixty (60) days if the failure involves an obligation to other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure; or

- (v) Provider (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 is 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 Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.
- (b) Upon an Event of Default by Provider, Host shall provide Facility Lessor and Lender with a reasonable opportunity to cure such Event of Default by Provider, and if Facility Lessor or Lender does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue other remedies available at law or equity.

21. HOST DEFAULT AND PROVIDER REMEDIES.

- (a) Events of Default by Host. Host shall be in default of this Agreement if any of the following (“Host Events of Default”) shall occur:
 - (i) Any representation or warranty by Host under Section 17 hereof, is incorrect or incomplete in any material way, such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect;
 - (ii) Host obstructs commencement of installation of the Facility or fails to take any reasonable actions necessary for the interconnection of the Facility, or except as permitted hereby fails to take or pay for Electricity produced by the Facility and delivered to the Point of Delivery, and fails to correct such action within ten (10) days after receipt of notice thereof from Provider;
 - (iii) Subsequent to the installation of the Facility, Host installs or operates new equipment on or makes any alterations to the Premises contiguous to the Facility and such equipment or modifications cause a measurable interference with Provider’s operation of Facility and Host fails to eliminate such interference within a commercially reasonable time period;
 - (iv) Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 18(b) (relating to Force Majeure Events), and such failure is not cured within: (A) thirty (30) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves

an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure; or

(v) Host (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 Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Upon an Event of Default by Host, Provider may (1) require the Host to pay to Provider the Fair Market Value and take title to the Facility, (2) sell electricity produced by the Facility to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or (3) pursue other remedies available at law or in equity; provided that if Host pays the Fair Market Value to Provider this Agreement shall terminate without further liability of Host to Provider.

22. LIMITATIONS ON DAMAGES. NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL DAMAGES, LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, WHETHER ADVANCE NOTICE WAS GIVEN OR NOT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

23. DISPUTE RESOLUTION.

(a) The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) (i) Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Section 23(a) shall (except as provided in Section 23(d)) be settled by binding arbitration between the Parties conducted in a location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect on the date that a Party gives notice of its demand for arbitration.

- (ii) The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the demand.
 - (iii) The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. The Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. As used herein, "Panel" means a single arbitrator selected as provided herein.
 - (iv) Within fifteen days of the selection of the arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.
 - (v) Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and, except for fraud or bad faith, shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.
 - (vi) Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.
- (c) The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not

subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

- (d) The provisions of this Section 23 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Provider:

Altus Power Funds, LLC Series II
One Park Avenue
Old Greenwich, CT 06870
Attention: Lars Norell or Tom Athan
Phone: 203-698-0090
Fax: 203-637-8936

If to Host:

First Selectman

3 Primrose Street

Newtown, CT 06870

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. **MISCELLANEOUS.**

- (a) Governing Law. This Agreement shall be governed by the laws of the State of Connecticut including those principles of good faith and fair dealing will apply to all dealings under this Agreement.
- (b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.
- (c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 23(c) in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.
- (d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.
- (e) Sale of the Host’s Premises. If Host, at any time during the Term of this Agreement, decides to sell the Premises or any part of the Premises to a purchaser other than Provider (“Purchaser”), Host shall promptly notify Provider in writing ninety (90) days prior to the closing for such sale. Notwithstanding any other provision of this Agreement to the contrary, Host may assign its rights duties and obligations to such Purchaser only upon Provider's prior written

approval of such Purchaser, not to be unreasonably withheld, and existence of evidence reasonably acceptable to the Provider of Purchaser's intention to accept such assignment and to be bound by the Agreement and assume the Host's duties and obligations herein. If, in Provider's reasonable discretion, such evidence does not exist, then Host can elect to purchase the Facility at the Fair Market Value or this Agreement shall continue in full force and effect. Host shall seek Provider's prior written approval, not to be unreasonably withheld, prior to any subdivision or rezoning of the Premises if such subdivision or rezoning operates in any way to restrict or limit the operation of the Facility. If Provider has failed to provide any approval required under this subsection, Host shall have the option, effective on the date of such closing, subdivision or rezoning, to purchase the Facility from Provider at Fair Market Value or this Agreement shall continue in full force and effect.

- (f) Assignment. Provider may assign its rights and obligations hereunder to an affiliate of Provider and to any persons purchasing or providing financing for the Facility and may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons. Host acknowledges that Provider may be financing the acquisition and installation of the Facility either through a Facility Lessor, Lender or with financing accommodations from one or more financial institutions and that Provider may sell or assign the Facility and/or may secure Provider's obligations by, among other collateral, an 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 Lender or Facility Lessor, as applicable, Host agrees as follows:
- (i) Consent to Collateral Assignment. Host hereby consents to the sale of the Facility to a Facility Lessor and the collateral assignment to the Lender or Facility Lessor of the Provider's right, title and interest in and to this Agreement subject to the terms hereof.
- (ii) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement: (1) The Facility Lessor, as owner of the Facility, or the Facility Lessor or Lender as collateral assignee of this Agreement, respectively, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Facility Lessor or Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility; (2) The Facility Lessor or 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 Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Facility Lessor or Lender to cure any default of Provider under this Agreement or (unless the Facility

Lessor or Lender has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so; (3) Upon the exercise of remedies, including any sale of the Facility by the Facility Lessor or Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Facility Lessor or Lender (or any assignee of the Facility Lessor or Lender as defined below) in lieu thereof, the Facility Lessor or Lender shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement; (4) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Facility Lessor or Lender made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Facility Lessor or Lender or its assignee having substantially the same terms and conditions as this Agreement.

- (iii) Acknowledgement and Confirmation. Host shall provide an Acknowledgement and Confirmation in substantially the same form as Exhibit C to this Agreement, as applicable, attached hereto, from Host's landlord or lessor, if any, that the ownership of the Facility remains in Provider and further acknowledging that the Facility is personal property of Provider.
- (iv) Right to Cure. (1) Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Facility Lessor or Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Facility Lessor or Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Facility Lessor or Lender within such period and the Facility Lessor or Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period. (2) If the Facility Lessor or Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Facility Lessor or Lender, shall acquire title to or control of Provider's assets and assume Provider's obligations hereunder and shall, within the time periods described in Section 25(f)(iv)(1) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

Except as provided for in Section 25 of this Agreement, neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed. For purposes of this Section 25(f), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host.

- (g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Remainder of Page Intentionally Left Blank– Signatures Appear On Next Page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

PROVIDER:

ALTUS POWER FUNDS, LLC SERIES II

a Delaware Series Limited Liability Company

By: Altus Power Management, LLC, a Delaware limited liability company, its managing member

By: _____

Name (printed): _____

Title: _____

HOST:

TOWN OF NEWTOWN

By: _____

Name (printed): _____

Title: First Selectman

EXHIBIT A

DESCRIPTION OF SITE AND PREMISES

[Information To Be Provided By Provider With Assistance From Installer and Host]

- SITE ADDRESS:
- SITE BOUNDARIES:

- PREMISES BOUNDARIES: *[Facility Design Plan to be provided by installer as Exhibit A.2]*
- LOCATION OF PRINCIPAL STRUCTURES ON SITE see attached Facility Design Plan (Exhibit A.2)
- LOCATION OF ACCESS ROUTES TO PREMISES: all interior and exterior areas of the Site upon approval of Host
- LOCATION OF TRANSMISSION ROUTES FROM PREMISES - all interior and exterior areas of Site upon approval of Host
- LOCATION OF STORAGE FACILITY: None
- POINT-OF-DELIVERY AND INTERCONNECTION: on Site

EXHIBIT A.2

DESIGN

EXHIBIT B

DESCRIPTION OF FACILITY

- Nameplate capacity Building Footprint: [178.360] kilowatts DC
- Output Criteria : 208 Volt, 3 Phase, 60 Hz
- System CEC-AC rated Capacity (kW) : [140] kilowatts AC
- Quantity and type of Photovoltaic Modules: (728) Yingli YL245P-29B, 245 watt or similar
- Quantity and type of Inverters: Satcon PVS-30-UL; Rated capacity: 140kW AC or similar
- Type of Mounting Structure: PanelClaw Polar Bear 5 Degree or similar
- Other Balance-of-System items- EMT conduit, copper wiring, as needed to complete installation of Facility
- Data Monitoring Equipment- Deck
- Perimeter Fencing (if applicable)- chainlink, as applicable

EXHIBIT C

FORM OF HOST LANDLORD - OWNER/LESSOR ACKNOWLEDGEMENT AND CONFIRMATION

This Host Acknowledgement and Confirmation, dated as of August [], 2012 (this "Acknowledgement"), is made by **Town of Newtown** ("Host"). Host is the owner of real property situated in the City/Town of Newtown, and State of **Connecticut** having street addresses of 11 Queen Street, Newtown, CT Host is party to that certain Power Purchase Agreement dated August [], 2012 (the "Agreement") between Host and Altus Power Funds, LLC Series II ("Provider") pursuant to which a solar photovoltaic facility (the "Facility") is to be installed, operated and maintained by Provider at Host's facility (the "Building") at the Premises. The Facility will be connected to the electrical system of the Building as a supplemental source of electrical power. Host is the "Host" under the Agreement.

This Acknowledgement is provided pursuant to Section [] of the Agreement to Provider and [name of Facility Lessor] ("Facility Lessor"), which is providing financial accommodations to Provider to finance the installation of the Facility. Host has been advised that part of the collateral securing such financial accommodations is the granting of a first priority security interest (the "Security Interest") in the Facility to Lender to be perfected by the filing of a Financing Statement (Form UCC-1) under the Uniform Commercial Code. The Security Interest will cover the Facility as personal property only, and not as a fixture.

Host hereby acknowledges and confirms to Lender or Facility Lessor the following matters with respect to the Premises:

- (a) Host has the absolute right to install the Facility and grant the Security Interest.
- (b) To the best of Host's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.
- (c) Host acknowledges that Lender or Facility Lessor has relied upon the provisions of the Agreement concerning characterization of the Facility as being and remaining at all times personal property, as agreed in the Agreement, in accepting the Security Interest as collateral for its financing of the Facility but Host does not make any representation as to such characteristics.
- (d) Host is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that arises through it could attach to the Facility as an interest adverse to Lender's or Facility Lessor's Security Interest therein but has not made any independent investigation thereof.
- (e) If requested by Provider, Host will use commercially reasonable efforts to place its successors, assigns, and mortgagees on notice of the ownership of the Facility by Provider, the existence of the Security Interest, and the fact that the Facility is

not a part of the Premises or a fixture thereof, as necessary and appropriate to avoid confusion or adverse claims.

- (f) Host disclaims any right to receive any rebate, subsidy, tax credit, or renewable energy credits or other environmental attributes based upon the installation of the Facility at the Premises.

**OWNER
TOWN OF NEWTOWN**

By: Name:
Title:

EXHIBIT D

NOTICE OF LICENSE

THIS NOTICE OF LICENSE, dated as of the []th day of August, 2012 by and between **Town of Newtown** (the “Licensor”), and Altus Power Funds, LLC Series II (the “Licensee”).

W I T N E S S E T H :

Pursuant to the **Connecticut** General Statutes, notice is hereby given that the Licensor and the Licensee and their successors or assigns have entered into a Power Purchase Agreement (“PPA”) including a License to install and maintain a renewable energy technology facility, including solar panels and all related equipment (the “Facility”), containing in part the following terms:

1. Parties.

Licensor: **Town of Newtown**

Licensee: ALTUS POWER FUNDS, LLC SERIES II
One Park Avenue
Old Greenwich, CT 06870
2. Execution. The PPA and License were executed on August [], 2012.
3. Term. The term of the PPA and License is 20 years from Commercial Operation date of the Facility.
4. Demised Premises. The premises demised under the PPA and License are described in Attachment A attached hereto and made a part hereof.
5. Renewals or Extensions. The PPA and License provide for rights of extension or renewal.
6. License on File. Copies of the PPA including the License are on file at the offices of Licensor and Licensee as set forth above.
7. Rights of Ownership. The PPA contains the right to acquire title to the Facility installed on the Premises. Upon expiration of the term which is 20 years from Commercial Operation Date of the Facility or earlier in certain instances as per the terms of the PPA the owner of the Premises shall own the Facility. Until said date, title to the Facility shall remain vested in the Licensee. During the Term, the owner of the Premises must purchase all power generated by the Licensee at the Premises.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

WITNESSES:

LICENSOR:

Name:

By: _____

Its

Name:

STATE OF _____ :

: ss.

_____, 2012

COUNTY OF _____ :

Personally appeared, _____, _____ of _____, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such _____, and the free act and deed of said limited liability company, before me.

Notary Public
My Commission Expires:

WITNESSES:

LICENSEE:

Name:

By: _____

Its

Name:

STATE OF _____ :

: ss.

_____, 2012

COUNTY OF _____ :

Personally appeared, _____, _____ of _____, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such _____, and the free act and deed of said limited liability company, before me.

Notary Public

My Commission Expires:

ATTACHMENT A TO NOTICE OF LICENSE

DEMISED PREMISES

- SITE ADDRESS:

- SITE BOUNDARIES: [**Description same as Exhibit A**]

Tax. I.D. no.



1 SITE PLAN
PV-1 106-106

PV-1

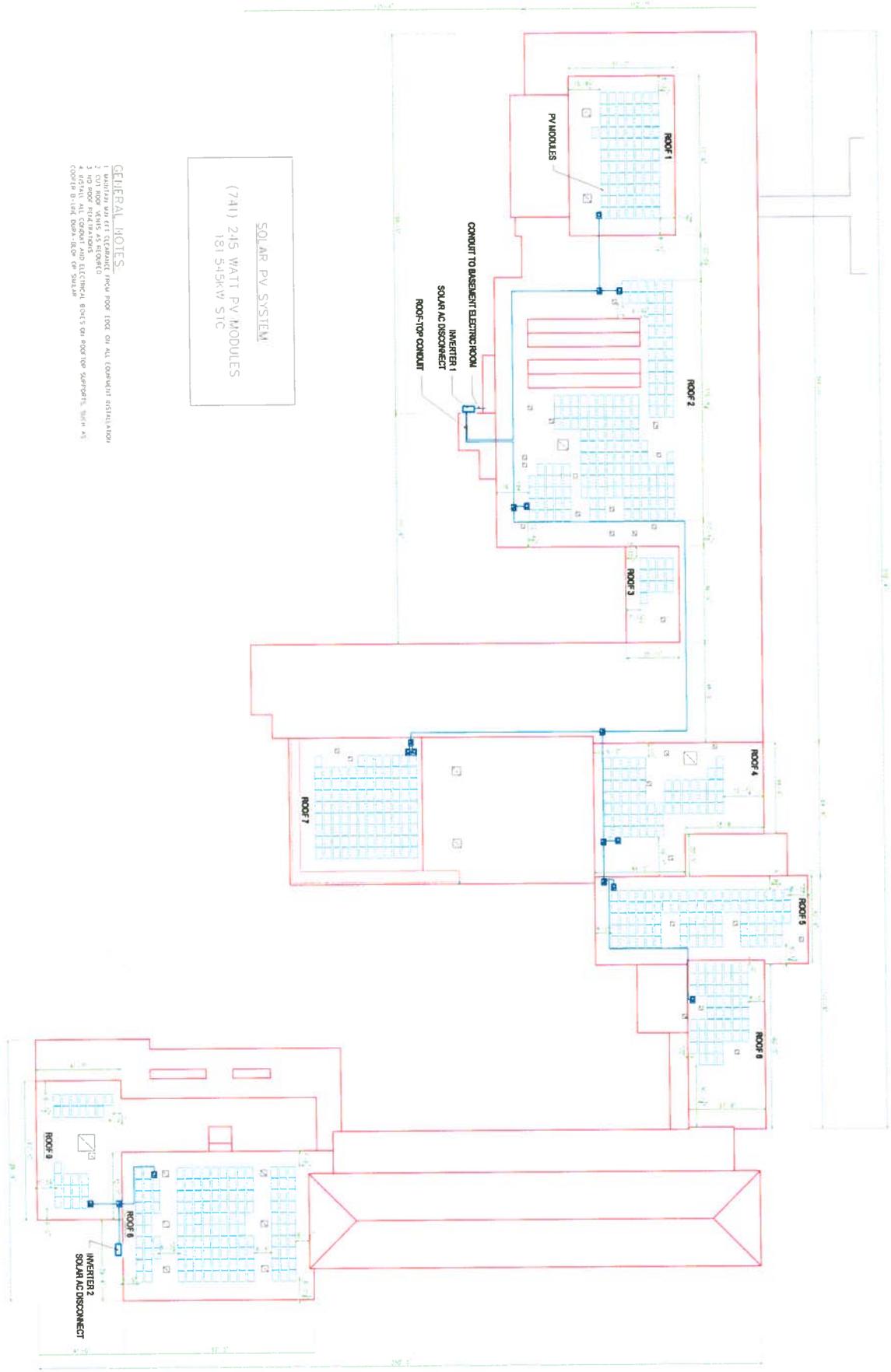
SOLAR PV SYSTEM
SITE PLAN

DATE: 8/10/2012

REVISION NUMBER:
REVISION DATE:

NEWTOWN MIDDLE SCHOOL
11 QUEEN STREET
NEWTOWN CT

SOUND SOLAR SYSTEMS
1 PARK AVE
OLD GREENWICH CT 06870
TEL: 203.688.8200
FAX: 203.637.8130



SOLAR PV SYSTEM
 (7411) 245 WATT PV MODULES
 181.54SKW/STC

- GENERAL NOTES:**
1. ALL ROOF PENETRATIONS AND ROOF LOAD ON ALL CONNECTOR INSTALLATION
 2. ALL ROOF PENETRATIONS AS NOTED
 3. NO ROOF PENETRATIONS AS NOTED
 4. ALL ROOF PENETRATIONS AS NOTED
 5. ALL ROOF PENETRATIONS AS NOTED
 6. ALL ROOF PENETRATIONS AS NOTED
 7. ALL ROOF PENETRATIONS AS NOTED
 8. ALL ROOF PENETRATIONS AS NOTED
 9. ALL ROOF PENETRATIONS AS NOTED

1
 PV-2
 ROOF-TOP LAYOUT

PV-2	SOLAR PV SYSTEM ROOF-TOP LAYOUT	DATE: 8/10/2012	REVISION NUMBER: REVISION DATE:	NEWTOWN MIDDLE SCHOOL 11 QUEEN STREET NEWTOWN CT	SOUND SOLAR SYSTEMS 1 Fern Ave Old Greenwich CT 06870 TEL 203 688 0050 FAX 203 637 8936
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