

(2)

(3)

Bedford MA 1730
(City) (State) (Zip Code)

9. Telephone number: 781-275-1677

10. Facsimile number: 781-275-7470

11. Email address: dhebert@spirecorp.com

12. Equipment vendor's Name: SolarWorld

13. Business Address: (1) 4650 Adohr LN

(2)

(3)

Camarillo CA 93012
(City) (State) (Zip Code)

14. Telephone number: 805-388-6200

15. Facsimile number: 805-388-6580

16. Email address: customerservice@solarworld-usa.com

17. Independent Monitor's Name: Solar Magic by National Semiconduction (Energy ReCommerce)
2900 Semiconductor Drive

18. Business Address: (1) _____

(2)

(3)

Santa Clara CA 95052
(City) (State) (Zip Code)

19. Telephone number: (408) 721-6409

20. Facsimile number: (408) 823-6361

-
21. Email address: david.seiler@nsc.com
22. The ISO-New England asset identification number, if applicable: _____ or N/A:
23. The GIS facility code, if applicable: _____ or N/A:
24. If Class I, please identify type of source below:
 solar hot water heating, wind generation and/or other generation _____
If other type of generation, provide a description. (Attach as "Exhibit A")
25. A list and description of the equipment used at the facility, including the meter and, if applicable, the inverter (Attach as "Exhibit B")
26. A copy of the interconnection agreement pursuant to Puc 307.06, if applicable, between the applicant and the distribution utility. (Attach as "Exhibit C" or N/A)
27. A signed attestation by the owner/applicant that the project is installed and operating in conformance with any applicable building codes. (Attach as "Exhibit D" or N/A)
28. For an installation with electric output, documentation of the applicable distribution utility's approval of the installation. (Attach as "Exhibit E" or N/A)
29. This application and all future correspondence should be sent to:
Ms. Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 S. Fruit St, Suite 10
Concord, NH 03301-2429

30. Preparer's Information:

Name: Jordan Newman

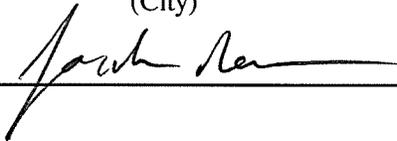
Title: Director, Project Finance

Address: (1) 2755 Campus Drive

(2) Suite 145

(3) _____

San Mateo 94403
(City) (State) (Zip Code)

Preparer's Signature:  Date: 10/5/10

Confidential
BJ's Wholesale Club 58 - Leominster, Massachusetts
TIOGA - SPIRE CORPORATION TURNKEY EPC CONTRACT

EXHIBIT 1(e)(A)

FACILITY SPECIFICATIONS

Nameplate capacity: 307.97 kW DC

Building Footprint: 107,729 square feet.

Output Criteria : [60 cycle 120 hertz 3 phase]: 480V, 3 Phase, 3 Wire, 60 Hz, 601A.

System CEC-AC rated Capacity (kW): _262.74 kW.

Quantity and type of Photovoltaic Modules: 1,339 230W SolarWorld Modules.

Quantity and type of Inverters: (1) 250 kW Satcon inverter.

Type of Mounting Structure: S-5 Clamps attached to roof with ClickSys I-beam and clamps to mount the solar modules

Other Balance-of-System items, and

- (7) Combiner Boxes,
- (4) Pull Boxes,
- (5) DC Disconnects,
- (1) 400A AC Disconnect with 400A fuses,
- (1) DAS Power Meter
- (1) Building Power Meter
- (1) PV Power Meter

Data Monitoring Equipment: Energy Recommence, Inc.

Perimeter Fencing: None needed.

The system shall comply with all requirements of the Applicable Solar Program, including but not limited to requirements related to warranty, technical specification, and other provisions as may apply.

For more information about the equipment, see attached specification sheets. For details about system design layout, see attached design layout.

Permanent Security Fencing: None needed.

Roof Mount Systems Security: All panel mounting hardware to be with tamper proof bolts.

Combiner Boxes Security: All combiner boxes are to be lockable or be provided with tamper proof hardware.

Performance Monitoring Requirements: Energy Recommence, Inc. ("ERI") – 5 year Revenue Grade monitoring and hosting service to be provided and installed by Installer. System to be sufficient to provide all necessary performance monitoring and reporting as defined by the requirements of the Applicable Solar Program (PMRS and PDP) and Owner. Such system will also include a weather station, consisting of one precision spectral pyranometer, one module temperature sensor, one ambient air solar shield temperature sensor, and a wind speed and direction sensor. Monitoring system to include revenue grade production and load metering, inverter monitoring, and sub-combiner monitoring. Coordination with ERI and Owner required to provide sub-combiner monitoring.

Exhibit C

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

**Exhibit G – Agreement between the Company
and the Company's Retail Customer**

(Note: this Agreement is to be signed by the Company's retail customer where the distributed generation installation and interconnection will be placed, when the retail customer is not the owner and/or operator of the distributed generation facility.)

Parties. This Agreement between the Company and the Company's Retail Customer ("Agreement"), dated as of 06/01/2010 ("Effective Date" of this Agreement) for application "MA-1102" is entered into, by and between Massachusetts Electric Company, a Massachusetts Corporation with a principal place of business at 40 Sylvan Rd, Waltham, MA 02451 (hereinafter referred to as the "Company"), and BJ's Wholesale Club, Inc a(n) DE Corporation. Publicly Traded with a principal place of business at 1 Mercer Road, Natick, MA 01760 ("Retail Customer"). (The Company and Retail Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff, which is hereby incorporated by reference.

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the Interconnection Service Agreement identified in Section 2.2, allows the Interconnecting Customer (as identified in Section 2.3) to utilize the Retail Customer's electrical facilities to interconnect and operate the Facility in Parallel with Company's EPS. The purpose of the Facility is to serve the Customer's electrical loads at the location identified in Section 2.1

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

2.1 The name and address used by Company to locate the Retail Customer or electric service account where the Facility interconnects with Company's EPS is:

115 Erdman Way
Leominster, MA 01453
Retail Customer Account Number with Company: 75680-13004

2.2 The Facility shall be interconnected with the Company's EPS pursuant to an Interconnection Service Agreement between Company and Interconnecting Customer, its successors or assigns ("Interconnecting Customer") dated 06/01/10 ("Interconnection Service Agreement").

2.3 Interconnecting Customer Contact Information:

Tioga Solar XV, LLC
ATT: Randy Corey
2755 Campus Drive, Suite 145
San Mateo, CA 94403
e-mail: rcorey@tiogaenergy.com
Phone: 650-288-1003
FAX: 650-288-1011

3. CUSTOMER ACKNOWLEDGMENT AND OBLIGATIONS

3.1 Customer acknowledges that it has authorized the Facility to be installed and operated by Interconnecting Customer in accordance with Company's Interconnection Tariff in or adjacent to Customer's premises. Such Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by Company at the location identified in Section 2.1 above. Customer shall be solely responsible for the terms of any agreement between it and Interconnecting Customer.

3.2 Customer shall be solely responsible for any charges incurred under Company's electric service tariffs, and any other regulations and laws governing the provision of electric services. Customer acknowledges that it has been made aware of the charges and conditions related to the operation of the Facility and that the performance or lack of performance of the Facility may affect the rates and charges billed by Company for the electric power delivered to Customer. Copies of such tariffs are available by request to Company or on the Company's web site.

3.3 Any amount to be paid, or refunded to, Company for the services received by Customer as a result of the Interconnecting Customer failing to operate the Facility in accordance with the terms of the representations

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

and warranties made under the Interconnection Service Agreement shall be paid to Company by the Customer in accordance with Company's electric tariffs.

- 3.4 Customer shall provide access as necessary to the Customer's premises for Company personnel, contractors or agents to perform Company's duties under the Interconnection Tariff. The Company shall have access to the disconnect switch of the Facility at all times.

4. TERMS AND TERMINATION

- 4.1 This Agreement shall become effective as of the date referenced in the preamble. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) At 12:01 A.M. on the day following the date the Customer's electric service account through which the Generating Facility is interconnected to Company's EPS is closed or terminated.
- (c) At 12:01 A.M. on the 31st day following the date the Interconnection Service Agreement is terminated.
- (d) At 12:01 A.M. on the 61st day after Company provides written Notice pursuant to Section 6 below to the Customer that Customer is not in compliance with the terms of this Agreement.

5. LIMITATION OF LIABILITY

- 5.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 5.2 Company shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from existence of, operation of, or lack of operation of the Facility, or termination of the Interconnection Service Agreement, provided such termination is consistent with the terms of the Interconnection Service Agreement, except to the extent such loss or damage is caused by the negligence or willful misconduct of the Company.

6. NOTICES

- 6.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: National Grid
ATT: Distributed Generation
40 Sylvan Rd
Waltham, MA 02451
e-mail: Distributed.Generation@us.ngrid.com

If to Retail Customer: BJ's Wholesale Club, Inc
ATT: Kevin Moran
PO Box 9619
Natick, MA 01760
e-mail: kmoran@bjcs.com
Phone: 508-651-5518
FAX: 508-651-6609

- 6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

- 6.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

7. RELEASE OF DATA

Company shall maintain confidentiality of all Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved in writing by the Customer.

8. ASSIGNMENT

Except as provided herein, Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

9. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF COMPANY'S TARIFFS, DEFINED TERMS

- 10.1 This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 10.2 The interconnection and services provided under this Agreement shall at all times be subject to terms and conditions set forth in the tariffs applicable to the electric service provided by Company. Copies of such tariffs are available at the Company's web site or by request to Company and are incorporated into this Agreement by this reference.
- 10.3 Notwithstanding any other provisions of this Agreement, Company shall have the right to unilaterally file with the Department, pursuant to the Department's rules and regulations, an application for change in tariffs, rates, charges, classification, service or any agreement relating thereto.
- 10.4 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in the Interconnection Tariff.

11. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

12. ENTIRE AGREEMENT

This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Service Agreement and the Interconnection Tariff. Together this Agreement, the Interconnection Service Agreement, and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

13. INDEMNIFICATION

LETTER OF ATTESTATION FOR NEW HAMPSHIRE RPS

Ms. Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 S. Fruit St, Suite 10
Concord, NH 03301-2429

Ms. Howland,

I, Paul Detering, as President of Tioga Solar Westborough LLC attest that the solar facility located at 115 Erdman Way, Leominster Massachusetts 01453 is installed and operating in conformance with all applicable building codes.

Tioga Solar Westborough LLC

By: 

Name: Paul Detering

Title: President

Exhibit E

From: Randy Corey
Sent: Wednesday, July 07, 2010 12:26 PM
To: Jordan Newman
Subject: FW: Authority to Interconnect - National Grid - ## MA - 1102 - BJ's Wholesale Club Inc. - Leominster

Randall Corey | Vice President, Operations

Tel: 650 539 5139 | Fax: 650 288 1011 | Cell 650-504-4118
2755 Campus Drive, Suite 145, San Mateo, CA 94403
rcorey@tioqaenergy.com | www.tioqaenergy.com



TIOGA ENERGY

Your path to solar. Accelerated

From: Distributed.Generation [mailto:Distributed.Generation@us.ngrid.com]
Sent: Wednesday, July 07, 2010 11:29 AM
To: kmoran@bjs.com; Randy Corey
Cc: cs@masscec.com; rbachman@spirecorp.com
Subject: Authority to Interconnect - National Grid - ## MA - 1102 - BJ's Wholesale Club Inc. - Leominster

Dear Sir/Madam:

You are authorized to interconnect your 250 kW PV system at 115 Erdman Way, Leominster, MA with National Grid's distribution system. A bi-directional meter has been installed at your facility to properly register your energy use/production.

Thanks,
Pavan Dhavaleshwar
Distributed Generation
nationalgrid

This e-mail and any files transmitted with it, are confidential to National Grid and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error, please reply to this message and let the sender know.