

THE STATE of NEW HAMPSHIRE

Public Utilities Commission

Facility Application to qualify for certificate acquisition under PUC 2500 of the New Hampshire Electric Renewable Portfolio Standard

SECTION I: IDENTIFICATION INFORMATION

(1). **Applicant and Aggregator:**

Conservation Services Group
40 Washington Street, Westborough MA 01581
Patricia Stanton, Vice President Clean Energy Markets
40 Washington Street
Westborough MA, 01581
Phone: 508-836-9500
Fax: 508-836-3181
Email: pat.stanton@csggrp.com

(A) **Prohibit Relationships:**

There is no prohibited relation ship between Conservation Services Group (Aggregator/Applicant), Nexamp Inc. (Power and REC owner) and PowerDash LLC (Independent Monitor).

(2). **Unit Owner:**

Please see Table in Section II. There are seven individual units in the all which were installed by Nexamp Inc. The unit owner and Nexamp Inc. have entered into an Agreement in which Nexamp Inc. is has purchased all the RECs and power produced by the units (REC Agreement). The REC Agreement states that Nexamp Inc. will register the units with the appropriate state agencies. The REC Agreements attached are proof of the Nexamp Inc. has the authority to authorize the submission of the application.

(3). Independent Monitor

(A) PowerDash LLC. (PowerDash)

152 North 3rd Street, Suite 400
San Jose, CA 95112-5560

(B) Qualification

PowerDash is qualified and offering Independent Monitor services to units that qualify for Massachusetts Renewable Portfolio Standard (RPS).

(C) Independence

There are no circumstances in which PowerDash would not be considered sufficiently independent to perform the required Independent Monitoring tasks as required under NH Puc 2505.09

(E) Compensation:

PowerDash compensation for monitoring services will be on a fixed fee or billable hour basis and will never be based, in any way, on the quantity of attributes reported to the New Hampshire Public Utility Commission or the NEPOOL Generation Information Service (GIS).

(D) Reporting:

At least annually, PowerDash, will measure and the Nexamp Solar PD Aggregation electricity production and report that production to the Nexamp Solar PD Aggregation and the New Hampshire Public Utility Commission, as well as providing all inspections as required by NH Puc 2507.04 (h).

(4) Installer:

Nexamp Inc.
21 High Street
Suite 209
North Andover, MA 01845

(5) Seller of the Equipment

Same as Installer

SECTION II: FACILITY DESCRIPTION

(1) Facility Name:

Nexamp Solar PD Aggregation

(2) Facility Information:

Unit Name	Unit Location	Facility Owner	Name Plate Capacity	Commercial Operation Date
Arlington Center Garage	37 Broadway Arlington, MA	Arlington Center Garage	105.45	12/18/2008
RCG North Andover Mills (East Mills)	21 High Street North Andover, MA	RCG North Andover Mills LLC	66.88	Aug-08
Nashoba Valley	100 Littleton Rd Westford, MA	Nexamp Capital	101.2	1/20/2010
Delaware Valley Corp	500 Broadway St. Lawrence, MA	Delaware Valley Corp	107	9/29/2009
AB Junior HS	16 Charter Rd Acton, MA	Nexamp Capital	99.22	1/7/2010
AB HS	36 Charter Rd Acton, MA	Nexamp Capital	103.73	1/7/2010
Village Green	Tewksbury, MA		30.24	9/2/2009
Total			613.72	

(3) Equipment Description.

Please See Attached Spread Sheet.

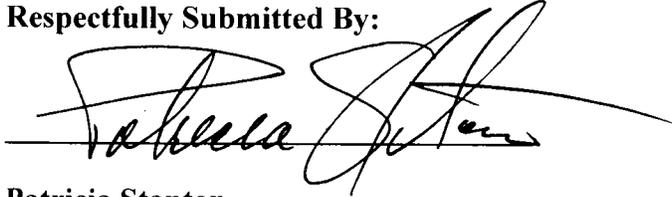
(4) Electrical Output:

All the electrical output from the individual sites of the Nexamp Solar PD Aggregation is used on site by the host site. Therefore a simplified interconnection documentation from the utility is received, this documentation is attached for each asset in the aggregation.

ATTACHED DOCUMENTATION

- 1) Affidavit signed and executed by the installer attesting that all the units in the aggregation were properly installed
- 2) Certificate of Authorization
- 3) Interconnection Documentation
- 4) REC Agreements
- 5) Additional Information Spreadsheet

Respectfully Submitted By:

A handwritten signature in black ink, appearing to read "Patricia Stanton", written over a horizontal line.

**Patricia Stanton
Conservation Services Group**

NEXAMP PD Solar Aggregation

Unit Name	Unit Location	Name Plate Capacity	Commercial Operation Date	Production Meter	Inverter	PV Panels
Arlington Garage	37 Broadway Arlington, MA	105.45	12/18/2008	Form 2S kWh, ANSI C-12 Certified and California Energy Commissions approved	Solectria Renewables	Kyocera KD210GX-LP
RCG North Andover Mills (East Mills)	21 High Street Nort Anndover, MA	66.88	Aug-08	Form 2S kWh, ANSI C-12 Certified and California Energy Commissions approved	Solectria Renewables	Evergreen ES-190-RL
Nashoba Valley	100 Littleton Rd Westford, MA	101.2	1/20/2010	Form 2S kWh, ANSI C-12 Certified and California Energy Commissions approved	Solectria Renewables	Evergreen ES-A-200
Delaware Valley Corp	500 broadway st. Lawrence, MA	107	9/29/2009	Form 2S kWh, ANSI C-12 Certified and California Energy Commissions approved	Solectria Renewables	Kyocera KD210GX-LP
AB Junior HS	16 Charter Rd Acton, MA	99.22	1/7/2010	Form 2S kWh, ANSI C-12 Certified and California Energy Commissions approved	Solectria Renewables	Evergreen ES-A-205
AB HS	36 Charter Rd Acton, MA	103.73	1/7/2010	Form 2S kWh, ANSI C-12 Certified and California Energy Commissions approved	Solectria Renewables	Evergreen ES-A-205
Village Green	Tewksbury, MA	30.24	9/2/2009	Form 2S kWh, ANSI C-12 Certified and California Energy Commissions approved	Solectria Renewables	Kyocera KD210GX-LP
Total		613.72				

Certification of Authorized Representative

March 10, 2010
Debra A. Howland
Executive Director & Secretary
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

I, Emma Kosciak Sales of Nexamp Inc. certify that Patricia Stanton of Conservation Services Group, is authorized to execute and submit the New Hampshire Electric Renewable Portfolio Standard Application for the Nexamp Solar PD Aggregation, pursuant to Chapter PUC 2500.

Signature:

Emma Kosciak

Date:

3/10/10

Attestation

I, Emma Kosciak ("name"), Sales Associate (position), of, Nexamp Inc., do hereby certify and affirm that the seven solar sites that comprise the Nexamp Solar PD Aggregation, based on my personal knowledge, were all installed and are operating in conformance with applicable building codes. In addition all the information contained within the New Hampshire facility application for certificate acquisition submitted for the Nexamp Solar PD Aggregation are true and correct to the best of my knowledge.

Signature:

Emma Kosciak

Date:

3/10/10



One NSTAR Way, SUM SW-360, Westwood, MA 02090-9230

December 18, 2008

**Mirak Properties
438 Massachusetts Avenue
Arlington, MA 02474
Attn: Gary Spence**

RE: ID# 862, 95 kW Solar Photovoltaic Installation

Dear **Mr. Spence**,

NSTAR has received all documentation with regards to your recently installed solar photovoltaic system located at **37 Broadway, Arlington**. Approval is now granted for your system to be interconnected to the NSTAR electrical grid.

Attached to this letter is an invoice for the NSTAR witness test that was performed on 12/18/2008. Please send payment to my attention at the address above.

NSTAR wishes you the best with your new system and hope that you get many years of use.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Joseph V. Feraci, Jr." in a cursive script.

Joseph V. Feraci, Jr.
Interconnection Program Manager
Tel: 781-441-8196
Fax: 781-441-8721
E-mail: joseph.feraci@nstar.com

CC: Nexamp, Inc
21 High Street
Suite 209
North Andover, MA 01845
Attn: John Lagasse



One NSTAR Way
 Westwood, MA 02090
 SUM-SW340

Invoice

Date	Invoice #
3/5/2010	163013

Bill To
Nexamp Capital, LLC 21 High Street Suite 209 North Andover, MA 01845 Attn: John Abe

Ship To
Acton Boxboro Regional Voc HS 36 Charter Street Acton, MA 01720-2931

P.O. No.	Terms	Due Date	Rep	Account #	Project
	Due on receipt	3/5/2010	JVF		ID1466 Acton Boxb...

Quantity	Description	Rate	Amount
3	Site review by NSTAR engineering. Witness test performed on 3/4/2010, 2 hrs travel, 1 hr testing	125.00	375.00
	Please remit payment to: NSTAR Electric One NSTAR Way Mailstop: SUMSW390 Westwood, MA 02090 Attn: J. V. Feraci Please send payment to the above address only!!!!		
	Sales Tax	5.00%	0.00

Total		\$375.00
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Dear **Mr. Abe**,

NSTAR has received all documentation with regards to your recently installed Photovoltaic system located at **21 High St, North Andover, MA 01845**.

Approval is now granted for your system to be interconnected to the NSTAR electrical grid.

An invoice is attached to this letter for the performance of the witness test that was successfully completed on **March 4th, 2010**. Please remit payment at your earliest convenience.

<<ID 1466 witness test invoice.pdf>>

NSTAR wishes you the best with your new system and hope that you get many years of use.

If you have any questions, please contact me.

Sincerely,

Cameron Olean
Interconnection Co-Op Student

One NSTAR Way
SUM-SW390
Westwood, MA, 02090
781-441-8279
Cameron.Olean@Nstar.com



ATTACHMENT 2

CERTIFICATE OF COMPLETION
SIMPLIFIED PROCESS INTERCONNECTION

Installation Information

Check if owner-installed

Interconnecting Customer: NEXAMP CAPITAL, LLC Contact Person: JON ABE
Mailing Address: 21 HIGH STREET SUITE 209 NORTH ANDOVER, MA 01845
Location of Facility (if different from above): 16 Charter rd & 36 CHARTER RD.
City: ACTON State: MA Zip Code: 01720
Telephone (Daytime): 978-264-4700 (Evening):
Facsimile Number: 978-264-3344 E-Mail Address:

Electrician:

Name: NEXAMP, INC.
Mailing Address: 21 HIGH STREET SUITE 209
City: NORTH ANDOVER State: MA Zip Code: 01845
Telephone (Daytime): 978-688-2700 (Evening):
Facsimile Number: 978-416-2525 E-Mail Address: TMCAVEENEY@NEXAMP.COM
License number: 16175 A
Date Approval of Install Facility granted by the Company: 1/7/2010
Application ID number: 14660

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of
ACTON
(City/County)

Signed: [Signature]
Local Electrical Wiring Inspector, or attach signed electrical inspection

Name (printed): WILLIAM MOREHOUSE Date: 2/8/10

As a condition of interconnection you are required to send/fax a copy of this form along with a copy of the signed electrical permit to the following person at NSTAR Electric:

Name: Joe Feraci
Company: NSTAR Electric
Mail 1: One NSTAR Way
Mail 2: Mailstop: SW360
City, State ZIP: Westwood, MA 02090

From: Distributed.Generation [mailto:Distributed.Generation@us.ngrid.com]
Sent: Tuesday, September 29, 2009 10:02 AM
To: pdimaggio@dvc500.com
Cc: nbrown@masstech.org; John Lagasse
Subject: Authority to Interconnect - National Grid - ## MA - 775 - Delaware Valley Corporation ##

Dear Sir/Madam:

You are authorized to interconnect your renewable energy system at 600 Woburn St, Tewksbury, MA 01876 with National Grid's distribution system. A bi-directional meter has been installed at your facility to properly register your energy use/production.

Thanks,

Alex Kuriakose
Distributed Generation Services
Nationalgrid
781-907-1643

**

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.

Thank you,

John P. Lagasse

From: Distributed.Generation [mailto:Distributed.Generation@us.ngrid.com]

Sent: Wednesday, January 20, 2010 2:37 PM

To: Jonathan Abe

Cc: nbrown@masstech.org; John Lagasse

Subject: Authority to Interconnect - National Grid - ## MA - 925 - Nexamp Capital - Nashoba Valley ##

Dear Sir/Madam:

You are authorized to interconnect your 95 kW renewable energy system at 100 LITTLETON RD, WESTFORD, MA 01886 with National Grid's distribution system. A bi-directional meter has been installed at your facility to properly register your energy use/production.

Thanks,

Pavankumar Dhavaleshwar

Distributed Generation Services

Nationalgrid

781-907-2230

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.

Thank you,

John P. Lagasse

From: Distributed.Resources [mailto:Distributed.Resources@us.ngrid.com]
Sent: Wednesday, August 20, 2008 2:55 PM
To: dsteinbergh@rcg-llc.com
Cc: Elizabeth Kennedy; John Lagasse
Subject: Authority to Interconnect - National Grid - Application #481 RCG North Andover Mills

Dear Sir/Madam:

The PV installation is authorized to interconnect with National Grid's distribution system. I will send the customer an original copy of the interconnection agreement when both copies are returned and I have obtained appropriate signatures.

Thanks,
Dave Larson
Distributed Resources - National Grid
781-907-1595
cell phone 401-692-9462

From: Distributed.Generation [mailto:Distributed.Generation@us.ngrid.com]
Sent: Thursday, August 27, 2009 2:29 PM
To: dhale@omniproperties.com
Cc: nbrown@masstech.org; lfrench@omniproperties.com; John Lagasse
Subject: Authority to Interconnect - National Grid - ## MA - 774 - Village Green Residential ##

Dear Sir/Madam:

You are authorized to interconnect your renewable energy system at 1535 Main Street, Tewksbury, MA with National Grid's distribution system. A bi-directional meter will be installed at your facility to properly register your energy use/production.

Thanks,

Alex Kuriakose
Distributed Generation Services
Nationalgrid
781-907-1643

**

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**PURCHASE AND SALE AGREEMENT FOR ENVIRONMENTAL
ATTRIBUTES**

BETWEEN

NEXAMP, INC. AND RCG NORTH ANDOVER MILLS LLC

This Purchase and Sale Agreement for Environmental Attributes effective as of this ___ day of _October_, 2009 (the "Effective Date"), is entered into by and between Nexamp, Inc., a Delaware corporation ("Buyer"), and _RCG North Andover Mills LLC_, a _____ corporation with a principal place of business at _21 High St North Andover, MA 01845_ ("Seller").

WHEREAS, Seller owns a renewable energy facility which is described in Exhibit A hereto and Buyer wishes to purchase all of the Environmental Attributes of the electrical energy output from the Facility as outlined by the process detailed in Exhibit B hereto;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the parties set forth below, the Parties hereto and intending to be legally bound thereby, agree as set forth below.

Article 1. Term. This Agreement shall commence on the Effective Date and shall continue until _____, or until the Agreement is earlier terminated pursuant to Article 7.

Article 2. Definitions.

"Aggregate Transaction Amount" means the sales price per REC, as agreed to with the Ultimate Buyer, multiplied by the total number of RECs generated by the Facility involved in the transaction.

"Agreement" means all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference.

"Confidential Information" means all information which is written, graphic, machine readable or other tangible form and is marked "confidential", "proprietary", "source code", or in some other manner to indicate its confidential nature, or which under the circumstances of disclosure reasonably ought to be considered as confidential.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of electricity by the Facility.

"Facility" means the PV System identified in Exhibit A hereto.

“Party” or “Parties” means Buyer and Seller, individually or collectively, as applicable.

“Renewable Energy Certificate” or “REC” means all rights, title and interest in the Environmental Attributes associated with the electricity generated from a renewable resource. One REC represents the Environmental Attributes made available by the generation of one megawatt-hour (MWh) of electricity from one or more renewable resources such as sun.

“Ultimate Buyer” means the entity that purchases the REC(s) from Nexamp.

Article 3. Transfer of Title

Seller agrees to sell and does hereby transfer all of Seller’s right title and interest in and to all of the Environmental Attributes of the Facility for the term of the Agreement. Buyer agrees to purchase the Environmental Attributes for the price set forth in Article 4.

During the term of this Agreement Seller hereby transfers and sells to Buyer all its rights, title and interests in and to the Environmental Attributes as set forth in Exhibit B hereto to the extent that Seller has or will have such right, title, and interest in and to such Environmental Attributes under applicable law.

Seller represents and warrants to Buyer that (i) Seller has exclusive rights to the full and good title and interest in and to the Environmental Attributes being transferred to Buyer hereunder and all the requisite power (corporate or otherwise) and authority to execute, deliver and perform its obligations hereunder, (ii) Seller is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder, (iii) such transfer and sale to Buyer is not in violation of any applicable law at the time of such transfer and sale, (iv) Seller will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder, (v) Seller is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder, and (vi) Seller’s performance of its obligations under this Agreement will not violate any other agreement between Seller and any third party.

Seller covenants that it has not and will not transfer any portion of the right title and interests in and to the Environmental Attributes to any person other than Buyer. Seller shall not make claims regarding the “greenness” of the electricity produced by the Facility, and shall not refer to the Facility as a “renewable energy” generator without also disclosing the fact that Environmental Attributes have been sold to Buyer.

Seller shall take such action as may be necessary to evidence this transfer of Environmental Attributes to Buyer.

Article 4. Price and Payment

 Payment will be made within thirty days of the date Buyer receives payment for the REC(s) in which the Environmental Attributes are aggregated.

Article 5. Duties of Seller

5.1 Notification. During the Term of the Agreement Seller agrees to notify Buyer of any material outages, breakdowns, or inoperability of the Facility. Seller will notify Buyer as soon as possible of any planned maintenance of the Facility. Seller also agrees to notify Buyer of any material changes to the operations of the Facility that may impact the RPS eligibility of the Environmental Attributes.

5.2 Metering Requirements. Seller acknowledges and agrees that the Facility production meter must conform to applicable American National Standard Institute (ANSI) C-12 standards. Buyer may require and Seller shall grant access to the site for confirmation that these standards have been met.

5.3 Production Reporting and Verification. The Seller is responsible for any costs associated with establishing and maintaining a PTS account as set forth in Exhibit B hereto.

5.4 Access for Spot-Checking Facility. Buyer reserves the right to spot check the Facility production meter to verify the accuracy of PTS reports as set forth in Exhibit B hereto.

Article 6. Publicity and Marketing

Subject to Seller's consent, not to be unreasonably withheld, Buyer may use information regarding the Facility, including data and photographs, for publicity and marketing purposes. Seller agrees that Buyer may (i) use Seller's name in Buyer's list of providers of RECs, (ii) issue a press release generally describing the party's relationship under this Agreement, (iii) obtain Seller's participation in a case study, and (iv) in a reasonable number of instances, identify Seller as a reference provider/seller of certain energy attributes.

Article 7. Termination

Either Buyer or Seller may terminate the Agreement with or without cause upon ninety (90) days written notice to the other, provided, however, that any such termination shall

not relieve either Party of any liability or obligation that was incurred prior to the effectiveness of such termination.

Article 8. Confidentiality

Except as reasonably required to exercise its rights under this Agreement, each Party shall maintain the Confidential Information of the other Party in confidence. Each Party agrees to use commercially reasonable efforts to prevent and restrain any unauthorized disclosure, communication, copying, use, distribution, installation or transfer of possession of Confidential Information by any of its employees, consultants, and agents to others or use it for any purpose, except pursuant to and in order to carry out, the terms and objectives of this Agreement. At a minimum, each Party shall maintain at least the same procedures regarding the other Party's Confidential Information that it maintains with respect to its own. A Party's Confidential Information shall not include any information which: (i) becomes part of the public domain through no act or omission of the other Party; (ii) is lawfully acquired by the other Party from a third Party without any breach of confidentiality to the Party to whom the information relates; (iii) is disclosed by a Party to a third party without any obligation of confidentiality to the Party to whom the information relates; (iv) is independently developed without reference to Confidential Information; or (v) is disclosed in accordance with judicial or other governmental order. Notwithstanding the foregoing, either Party shall be permitted to disclose the terms and conditions of this Agreement in conjunction with legal due diligence proceedings, but not otherwise. Either Party may publicly disclose the existence of this Agreement, but neither Party shall disclose details of the Agreement without written consent from the other Party. Notwithstanding the foregoing, Buyer may share information regarding the Facility and/or terms of the Agreement with Buyer's employees, consultants, agents, successors, and assigns and with regulatory authorities where necessary or appropriate to fulfill the terms and purpose of the Agreement.

Article 9. Miscellaneous

9.1 Entire Agreement and Controlling Documents. This Agreement (including any Appendices and Order Schedules) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by both authorized representatives of both parties may amend this Agreement. The terms and conditions contained in any agreement or document issued by Seller shall be of no force or effect, even if the order is accepted by Buyer.

9.2 Assignment. This Agreement shall be binding upon and for the benefit of Buyer and Seller and their respective legal representatives, successors, and assigns; provided, that Seller shall not assign, sublicense, delegate, or otherwise transfer any of its rights or obligations under this Agreement without Buyer's prior written consent.

9.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to (i) its conflict of law provisions, and (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts with respect to any actions for enforcement of or breach of this Agreement.

9.4 Headings; Counterparts. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

9.5 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

9.6 Attorneys' Fees. In the event of any litigation between the parties concerning performance or non-performance of either party's obligations under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for the costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred or paid by the prevailing party in such litigation.

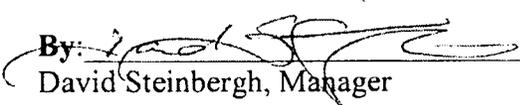
9.7 Waiver and Severability. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of the subject right or any further right under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

9.8 Modification in Response to New Rules. Upon implementation by state regulatory or administrative agencies of any rule that may affect provision of this Agreement, if possible the Parties agree to modify this Agreement to conform to these rules to the greatest extent possible so long as such changes will not adversely affect the economics of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

SELLER

RCG NORTH ANDOVER MILLS LLC

By: 
David Steinbergh, Manager

BUYER:

NEXAMP, INC.

By: 
Jonathan Abe Vice President of Business Development

Exhibit A

To be completed by Seller and submitted to Buyer in conjunction with the Agreement.

Seller Name: David Steinbergh

Installation Type (solar PV or wind): solar PV

Address of Facility:

Street: 21 High St
City, State and Zip Code: North Andover, MA 01845

Contact Information:

Name: David Steinbergh
Phone Number: 617-625-8315
Email Address: dsteinbergh@rcg-llc.com

Capacity of Facility in kW : 66.88
(DC for solar, AC for wind)

Date Installed: Aug. 2008

Reporting Methodology: **Data Acquisition System**

Make and Model of Production Meter/Data Acquisition System:

Nexamp monitoring system

Production meter reading at time of contract execution (in kilowatt-hours):

Mass Technology Collaborative Production Tracking System ID:

Any additional information relevant to the capacity, production, or metering of facility electricity generation:

Exhibit B

Explanation and Disclosure Statement

The regulatory markets within which compliance Renewable Energy Certificates (“RECs”) are bought and sold are complex and rapidly evolving. Individuals and organizations seeking to monetize the value of their RECs may find it challenging to do so without the assistance of experienced REC professionals. As a service for our customers that own and operate renewable energy generating facilities, Nexamp, Inc. (“Nexamp”) purchases, aggregates, registers, and sells RECs. This service includes:

- 1) Aggregating RECs from multiple customer facilities to create saleable quantities;
- 2) Registering RECs with appropriate state authorities so they can be sold into compliance markets;
- 3) Engaging third-party meter readers to verify the quantities of RECs produced;
- 4) Registering RECs with the New England Generation Information System; and
- 5) Working with third parties to ensure RECs are sold at the highest possible price.

In providing this service, Nexamp purchases, via a Purchase and Sale Agreement between Nexamp and the Seller (the “REC Purchase and Sale Agreement”), RECs from its customers to be resold into compliance markets. The price paid by the customer is the price for which the REC ultimately sells in the market minus a transaction fee of 10%. The customer is not paid for the sale until Nexamp receives its proceeds from the ultimate buyer. To provide this service Nexamp works with third party brokers, and the 10% deduction from the ultimate sales prices includes fees charged by these third party brokers.

Individuals and organizations that have had renewable energy generation facilities (“facilities”) installed by Nexamp are under no obligation to enter into a REC Purchase and Sale Agreement with Nexamp. Other options for transacting RECs exist, and we encourage entities that are considering entering into a REC Purchase and Sale Agreement with Nexamp to fully explore any and all potential alternatives. For those customers that elect to enter into this agreement, Nexamp is committed to providing seamless, comprehensive aggregation services and to maximizing REC sale value on behalf of its customers. For any customer that is not satisfied with REC aggregation services provided by Nexamp, the Purchase and Sale Agreement includes a 90 day termination provision.

Reporting and Verification Requirements

The Renewal Energy Portfolio Standard (“RPS”) regulations in some states may require facilities to utilize a Third Party Meter Reader to monitor and report electricity output. The electrical energy output from a Massachusetts facility must be verifiable by the ISO-NE or by an independent verification system or person participating in the NEPOOL GIS accounting system as an independent Third Party Meter Reader. In compliance with NE-GIS requirements, all Massachusetts facilities above 10 kW must include a revenue grade data acquisition system and automated reporting to the Massachusetts Technology Collaborative’s Production Tracking System. All Massachusetts facilities less than 10 kW must include a revenue grade production meter and manual reporting to the Massachusetts Technology Collaborative’s Production Tracking System (“PTS”).

In certain states, as part of the aggregation process the Facility owner shall certify Nexamp as its Authorized Agent, if required. The form of such certification in the Commonwealth of

Massachusetts is Appendix G of the RPS Class I Statement of Qualification Application located at <http://www.mass.gov/Eoeea/docs/doer/rps/rps-1-stateq-inst-mar-4-2009.pdf>.

The quantity of energy certificates generated by the facility will be tabulated quarterly, as described below under Explanation of Timing. Each quarter will correspond to a three-month period of the calendar year, beginning with the month of January. The quarters are as follows: January, February and March; April, May and June; July, August and September; and October, November and December.

Periodically, NEXAMP may also need to spot check the facility production meter/data acquisition system to verify the accuracy of reporting. Following any spot check, any meter found to be inaccurate will need to be adjusted or replaced by the customer to allow for accurate measurement of facility energy production.

Explanation of Timing

Upon the contract effective date, NEXAMP and its partners will work with the facility owner to qualify the facility in certain states with Renewable Portfolio Standard (RPS) regulations. The RPS qualification process can take 60 to 90 days or longer, depending on the state.

After facilities have been qualified, RECs can be transacted subject to the NE-GIS trading period. RECs are created quarterly on the 15th day of the calendar quarter ("Creation Date") that is the second calendar quarter following the calendar quarter in which the electricity associated with a REC was generated. For example, for energy attributes generated during the April/May/June quarter, RECs will be created and trading can begin on October 15. Unless a REC is "Banked",¹ the REC will cease to be eligible for transfer 15 days prior to the end of the calendar quarter in which the Creation Date occurs. For example, the trading period for RECs associated with electricity generated in January, February and March of a year will begin on July 15 of that year and end on September 15 of that year.

Payment Schedule

To maximize REC value, Nexamp will aggregate RECs from multiple customers to achieve saleable volumes. Aggregated bundles of RECs will typically be sold by Nexamp once per calendar year. In accordance with the timing outlined above, all RECS generated in the current year will be sold after their creation date the following year, between April 15 and June 15. NEXAMP will issue a check to the Seller for the Agreement Price within 30 business days of Nexamp receipt of payment from the REC purchaser. Payment will be accompanied by a receipt indicating the quantity of energy attributes sold, their purchase price, and the dates that those energy attributes were produced.

To maximize REC value, Nexamp may on occasion seek to pre-sell RECs on a forward basis (i.e., before they are generated) in certain situations. In such instances, payments by NEXAMP will be made to the Seller within 30 days after the beginning of the respective NE-GIS trading period.

Partial Renewable Energy Certificates

¹ Banked certificates are designated for subsequent trading periods in the same calendar year.

No Certificate will be issued for a partial MWh. Multiple months of energy may be aggregated in order to report meter data for a whole MWh of Energy generation.

Unsold Renewable Energy Certificates

Nexamp expects to be able to sell a vast majority of the RECs that it has aggregated on behalf of its customers. However, it is conceivable that market conditions could arise that would make it impossible to sell RECs on behalf of our customers. While we view this as extremely unlikely, Nexamp makes no guarantees as to the present or future sale value of RECs.

Double Counting

Selling RECs generated by an on-site renewable energy generation facility can help recoup the initial and ongoing costs of the project. However, it should be noted that transferring RECs from onsite generation facilities is equivalent to selling your right to claim that you are using green power, although you can still claim that you are hosting a renewable energy generating facility on-site.²

To avoid double counting of environmental attributes, signatories to this agreement should presume that all environmental value and credits resulting from or associated with the RECs purchased by NEXAMP should accrue and be assigned exclusively to NEXAMP. The Seller is advised to refrain from making formal claims about the "greenness" of the electricity used on-site, and should not refer to the Facility as a "renewable energy" generator without also disclosing the fact that its energy attributes have been sold.

The following statement provides an example of permissible language for use in corporate marketing materials:

As part of its ongoing commitment to energy independence, [organization name] owns, operates, and maintains a [xx] kW solar photovoltaic array on its rooftop. This renewable energy generating facility generates an estimated [xx] kWh of electricity per year. Electricity produced by the facility offsets the need to use electricity from the grid. This facility supports the value of the green solar generation attributes that are sold and used to fund such important environmental projects.

READ AND ACCEPTED:

SELLER



By: David Steinberg
Name:
Title: Manager
REC North Andover Mills LLC

Date: 11/19/09

² For additional information, see *Green Marketing Guidelines* published by the National Association of Attorneys General, available for download at: <http://www.naag.org/assets/files/pdf/GreenMarketing.pdf>.

PURCHASE AND SALE AGREEMENT FOR ENVIRONMENTAL ATTRIBUTES

BETWEEN

NEXAMP, INC. AND [SELLER]

This Purchase and Sale Agreement for Environmental Attributes effective as of this ___ day of _____, 2009 (the "Effective Date"), is entered into by and between Nexamp, Inc., a Delaware corporation ("Buyer"), and ^{Arlington Center} ~~Sage~~, a ^{Massachusetts} corporation with a principal place of business at 438 Mass Ave Suite 127 Arlington MA 02474 ("Seller").

The Parties hereto and intending to be legally bound thereby, agree as set forth below.

Article 1. Term. This Agreement shall commence on the Effective Date and shall continue until ~~_____~~, or until the Agreement is earlier terminated pursuant to Article 7.

Article 2. Definitions.

"Agreement" means all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference.

"Confidential Information" means all information which is written, graphic, machine readable or other tangible form and is marked "confidential", "proprietary", "source code", or in some other manner to indicate its confidential nature, or which under the circumstances of disclosure reasonably ought to be considered as confidential.

"Environmental Attributes" means any an all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of electricity by the Facility.

"Facility" means the PV System identified in Exhibit A hereto.

"Party" or "Parties" means Buyer and Seller, individually or collectively, as applicable.

"Renewable Energy Certificate" or "REC" means all rights, title and interest in an to the Environmental Attributes associated with the electricity generated from a renewable resource. One REC represents the Environmental Attributes made available by the generation of one megawatt-hour (MWh) of electricity from one or more renewable resources such as sun.

“Transaction Amount” means the fraction of the Environmental Attributes generated by the Facility contained in a REC times the Aggregate Total Sales Price paid by the Ultimate Buyer for the REC(s) in which the Facility’s Environmental Attributes are aggregated.

Article 3. Transfer of Title

Seller agrees to sell and does hereby transfer all of Seller’s right title and interest in and to all of the Environmental Attributes of the Facility for the term of the Agreement. Buyer agrees to purchase the Environmental Attributes for the price set forth in Article 4.

During the term of this Agreement Seller hereby transfers and sells to Buyer all its rights, title and interests in and to the Environmental Attributes as set forth in Exhibit B hereto to the extent that Seller has or will have such right, title, and interest in and to such Environmental Attributes under applicable law.

Seller represents and warrants to Buyer that (i) Seller has exclusive rights to the full and good title and interest in and to the Environmental Attributes being transferred to Buyer hereunder and all the requisite power (corporate or otherwise) and authority to execute, deliver and perform its obligations hereunder, (ii) Seller is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder, (iii) such transfer and sale to Buyer is not in violation of any applicable law at the time of such transfer and sale, (iv) Seller will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder, (v) Seller is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder, and (vi) Seller’s performance of its obligations under this Agreement will not violate any other agreement between Seller and any third party.

Seller covenants that it has not and will not transfer any portion of the right title and interests in and to the Environmental Attributes to any person other than Buyer. Seller shall not make claims regarding the “greenness” of the electricity produced by the Facility, and shall not refer to the Facility as a “renewable energy” generator without also disclosing the fact that Environmental Attributes have been sold to Buyer.

Seller shall take such action as may be necessary to evidence this transfer of Environmental Attributes to Buyer.

Article 4. Price and Payment

[REDACTED]
[REDACTED] Payment will be made within thirty days of the date Buyer receives payment for the REC(s) in which the Environmental Attributes are aggregated.

Article 5. Duties of Seller

5.1 Notification. During the Term of the Agreement Seller agrees to notify Buyer of any material outages, breakdowns, or inoperability of the Facility. Seller will notify Buyer as soon as possible of any planned maintenance of the Facility. Seller also agrees to notify Buyer of any material changes to the operations of the Facility that may impact the RPS eligibility of the Environmental Attributes.

5.2 Metering Requirements. Seller acknowledges and agrees that the Facility production meter must conform to applicable American National Standard Institute (ANSI) C-12 standards. Buyer may require and Seller shall grant access to the site for confirmation that these standards have been met.

5.3 Production Reporting and Verification. The Seller is responsible for any costs associated with establishing and maintaining a PTS account as set forth in Exhibit B hereto.

5.4 Access for Spot-Checking Facility. Buyer reserves the right to spot check the Facility production meter to verify the accuracy of PTS reports as set forth in Exhibit B hereto.

Article 6. Publicity and Marketing

Subject to Seller's consent, not to be unreasonably withheld, Buyer may use information regarding the Facility, including data and photographs, for publicity and marketing purposes. Seller agrees that Buyer may (i) use Seller's name in Buyer's list of providers of RECs, (ii) issue a press release generally describing the party's relationship under this Agreement, (iii) obtain Seller's participation in a case study, and (iv) in a reasonable number of instances, identify Seller as a reference provider/seller of certain energy attributes.

Article 7. Termination

Either Buyer or Seller may terminate the Agreement with or without cause upon ninety (90) days written notice to the other, provided, however, that any such termination shall not relieve either Party of any liability or obligation that was incurred prior to the effectiveness of such termination.

Article 8. Confidentiality

Except as reasonably required to exercise its rights under this Agreement, each Party shall maintain the Confidential Information of the other Party in confidence. Each Party agrees to use commercially reasonable efforts to prevent and restrain any unauthorized disclosure, communication, copying, use, distribution, installation or transfer of possession of Confidential Information by any of its employees, consultants, and agents to others or use it for any purpose, except pursuant to and in order to carry out, the terms and objectives of this Agreement. At a minimum, each Party shall maintain at least the same procedures regarding the other Party's Confidential Information that it maintains with respect to its own. A Party's Confidential Information shall not include any information which: (i) becomes part of the public domain through no act or omission of the other Party; (ii) is lawfully acquired by the other Party from a third Party without any breach of confidentiality to the Party to whom the information relates; (iii) is disclosed by a Party to a third party without any obligation of confidentiality to the Party to whom the information relates; (iv) is independently developed without reference to Confidential Information; or (v) is disclosed in accordance with judicial or other governmental order. Notwithstanding the foregoing, either Party shall be permitted to disclose the terms and conditions of this Agreement in conjunction with legal due diligence proceedings, but not otherwise. Either Party may publicly disclose the existence of this Agreement, but neither Party shall disclose details of the Agreement without written consent from the other Party. Notwithstanding the foregoing, Buyer may share information regarding the Facility and/or terms of the Agreement with Buyer's employees, consultants, agents, successors, and assigns and with regulatory authorities where necessary or appropriate to fulfill the terms and purpose of the Agreement.

Article 9. Miscellaneous

9.1 Entire Agreement and Controlling Documents. This Agreement (including any Appendices and Order Schedules) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by both authorized representatives of both parties may amend this Agreement. The terms and conditions contained in any agreement or document issued by Seller shall be of no force or effect, even if the order is accepted by Buyer.

9.2 Assignment. This Agreement shall be binding upon and for the benefit of Buyer and Seller and their respective legal representatives, successors, and assigns; provided, that Seller shall not assign, sublicense, delegate, or otherwise transfer any of its rights or obligations under this Agreement without Buyer's prior written consent.

9.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to (i) its conflict of law provisions, and (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state

and federal courts of the Commonwealth of Massachusetts with respect to any actions for enforcement of or breach of this Agreement.

9.4 **Headings; Counterparts.** The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

9.5 **Relationship of the Parties.** Buyer and Seller are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

9.6 **Attorneys' Fees.** In the event of any litigation between the parties concerning performance or non-performance of either party's obligations under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for the costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred or paid by the prevailing party in such litigation.

9.7 **Waiver and Severability.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of the subject right or any further right under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

9.8 **Modification in Response to New Rules.** Upon implementation by state regulatory or administrative agencies of any rule that may affect provision of this Agreement, if possible the Parties agree to modify this Agreement to conform to these rules to the greatest extent possible so long as such changes will not adversely affect the economics of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

SELLER

Arlington Center Garage + Service Corp.

[Insert Name]

By: Gary Spence property manager
[Insert Name and Title]

BUYER:

NEXAMP, INC.

By: Jon Aue, VP
[Insert Name and Title]

Exhibit A

To be completed by Seller and submitted to Buyer in conjunction with the Agreement.

Seller Name: Arlington Center Garage + Service Corp

Installation Type (solar PV or wind): _____

Address of Facility:

Street: 37 Broadway
City, State and Zip Code: Arlington MA, 02474

Contact Information:

Name: Gary Spence
Phone Number: 781-641-6537
Email Address: gsp7172@yahoo.com

Capacity of Facility in kW DC: _____

Date Installed: _____

Reporting Methodology:

Make and Model of Production Meter/Data Acquisition System: _____

Production meter reading at time of contract execution (in kilowatt-hours): _____

Mass Technology Collaborative Production Tracking System ID: _____

Any additional information relevant to the capacity, production, or metering of facility electricity generation:

Exhibit B

Explanation and Disclosure Statement

The regulatory markets within which compliance Renewable Energy Certificates ("RECs") are bought and sold are complex and rapidly evolving. Individuals and organizations seeking to monetize the value of their RECs may find it challenging to do so without the assistance of experienced REC professionals. As a service for our customers that own and operate renewable energy generating facilities, Nexamp, Inc. ("Nexamp") purchases, aggregates, registers, and sells RECs. This service includes:

- 1) Aggregating RECs from multiple customer facilities to create saleable quantities;
- 2) Registering RECs with appropriate state authorities so they can be sold into compliance markets;
- 3) Engaging third-party meter readers to verify the quantities of RECs produced;
- 4) Registering RECs with the New England Generation Information System; and
- 5) Working with third parties to ensure RECs are sold at the highest possible price.

In providing this service, Nexamp purchases, via a Purchase and Sale Agreement between Nexamp and the Seller (the "REC Purchase and Sale Agreement"), RECs from its customers to be resold into compliance markets. The price paid by the customer is the price for which the REC ultimately sells in the market minus a transaction fee of 10%. The customer is not paid for the sale until Nexamp receives its proceeds from the ultimate buyer. To provide this service Nexamp works with third party brokers, and the 10% deduction from the ultimate sales prices includes fees charged by these third party brokers.

Individuals and organizations that have had renewable energy generation facilities ("facilities") installed by Nexamp are under no obligation to enter into a REC Purchase and Sale Agreement with Nexamp. Other options for transacting RECs exist, and we encourage entities that are considering entering into a REC Purchase and Sale Agreement with Nexamp to fully explore any and all potential alternatives. For those customers that elect to enter into this agreement, Nexamp is committed to providing seamless, comprehensive aggregation services and to maximizing REC sale value on behalf of its customers. For any customer that is not satisfied with REC aggregation services provided by Nexamp, the Purchase and Sale Agreement includes a 90 day termination provision.

Reporting and Verification Requirements

The Renewal Energy Portfolio Standard ("RPS") regulations in some states may require facilities to utilize a Third Party Meter Reader to monitor and report electricity output. The electrical energy output from a Massachusetts must be verifiable by the ISO-NE or by an independent verification system or person participating in the NEPOOL GIS accounting system as an independent Third Party Meter Reader. In compliance with NE-GIS requirements, all Massachusetts facilities above 10 kW must include a revenue grade data acquisition system and automated reporting to the Massachusetts Technology Collaborative's Production Tracking System. All Massachusetts facilities less than 10 kW must include a revenue grade production meter and manual reporting to the Massachusetts Technology Collaborative's Production Tracking System ("PTS").

In certain states, as part of the aggregation process the Facility owner shall certify Nexamp as its Authorized Agent, if required. The form of such certification in the Commonwealth of

Massachusetts is Appendix G of the RPS Class I Statement of Qualification Application located at <http://www.mass.gov/Eoeea/docs/doer/rps/rps-1-stateq-inst-mar-4-2009.pdf>.

The quantity of energy certificates generated by the facility will be tabulated quarterly, as described below under Explanation of Timing. Each quarter will correspond to a three-month period of the calendar year, beginning with the month of January. The quarters are as follows: January/February/March; April/May/June; July/August/September; and October/November/December.

Periodically, NEXAMP may also need to spot check the facility production meter/data acquisition system to verify the accuracy of reporting. Following any spot check, any meter found to be inaccurate will need to be adjusted or replaced by the customer to allow for accurate measurement of facility energy production.

Explanation of Timing

Upon the contract effective date, NEXAMP and its partners will work with the facility owner to qualify the facility in certain states with Renewable Portfolio Standard (RPS) regulations. The RPS qualification process can take 60 to 90 days or longer, depending on the state.

After facilities have been qualified, RECs can be transacted subject to the NE-GIS trading period. RECs are created quarterly on the 15th day of the calendar quarter ("Creation Date") that is the second calendar quarter following the calendar quarter in which the electricity associated with a REC was generated. For example, for energy attributes generated during the April/May/June quarter, RECs will be created and trading can begin on October 15. Unless a REC is "Banked",¹ the REC will cease to be eligible for transfer 15 days prior to the end of the calendar quarter in which the Creation Date occurs. For example, the trading period for RECs associated with electricity generated in January, February and March of a year will begin on July 15 of that year and end on September 15 of that year.

Payment Schedule

The payment schedule applies only to facilities that have applied for and been approved for RPS qualification by an appropriate state authority.

For spot market transactions, NEXAMP will sell qualified RECs within 90 days of the onset of each NE-GIS trading period. NEXAMP will issue a check to the Seller for the Agreement Price within 30 business days of receipt of payment from the REC purchaser. Purchasers are invoiced at the end of the month and payment is typically due in full within 30 days. Payment will be accompanied by a receipt indicating the quantity of energy attributes sold, their purchase price, and the dates that those energy attributes were produced.

To maximize REC value, Nexamp may seek to pre-sell RECs on a forward basis (i.e., before they are generated) in certain situations. In such instances, payments by NEXAMP will be made to the Seller within 30 days after the beginning of the respective NE-GIS trading period.

Partial Renewable Energy Certificates

¹ Banked certificates are designated for subsequent trading periods in the same calendar year.

No Certificate will be issued for a partial MWh. Multiple months of energy may be aggregated in order to report meter data for a whole MWh of Energy generation.

Double Counting

Selling RECs generated by an on-site renewable energy generation facility can help recoup the initial and ongoing costs of the project. However, it should be noted that transferring RECs from onsite generation facilities is equivalent to selling your right to claim that you are using green power, although you can still claim that the system is hosted on-site.²

To avoid double counting of environmental attributes, signatories to this agreement should presume that all environmental value and credits resulting from or associated with the RECs purchased by NEXAMP should accrue and be assigned exclusively to NEXAMP. The Seller is advised to refrain from making formal claims about the "greenness" of the electricity produced by the Facility, and should not refer to the Facility as a "renewable energy" generator without also disclosing the fact that its energy attributes have been sold.

READ AND ACCEPTED:

SELLER

Arlington Center Garage + Service Corp

By: Mary Spivey

Name:

Title:

property manager

Date: _____

² For additional information, see *Green Marketing Guidelines* published by the National Association of Attorneys General, available for download at: <http://www.naag.org/assets/files/pdf/GreenMarketing.pdf>.

**PURCHASE AND SALE AGREEMENT FOR ENVIRONMENTAL
ATTRIBUTES**

BETWEEN

NEXAMP, INC. AND Delaware Valley Corporation

This Purchase and Sale Agreement for Environmental Attributes effective as of this ___ day of 12/8/09, 2009 (the "Effective Date"), is entered into by and between Nexamp, Inc., a Delaware corporation ("Buyer"), and MASS S Delaware Valley Corporation, a corporation with a principal place of business at 500 Broadway St Lawrence, MA 01842_ ("Seller").

WHEREAS, Seller owns a renewable energy facility which is described in Exhibit A hereto and Buyer wishes to purchase all of the Environmental Attributes of the electrical energy output from the Facility as outlined by the process detailed in Exhibit B hereto;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the parties set forth below, the Parties hereto and intending to be legally bound thereby, agree as set forth below.

Article 1. Term. This Agreement shall commence on the Effective Date and shall continue until [REDACTED] or until the Agreement is earlier terminated pursuant to Article 7.

Article 2. Definitions.

"Aggregate Transaction Amount" means the sales price per REC, as agreed to with the Ultimate Buyer, multiplied by the total number of RECs generated by the Facility involved in the transaction.

"Agreement" means all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference.

"Confidential Information" means all information which is written, graphic, machine readable or other tangible form and is marked "confidential", "proprietary", "source code", or in some other manner to indicate its confidential nature, or which under the circumstances of disclosure reasonably ought to be considered as confidential.

"Environmental Attributes" means any an all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of electricity by the Facility.

"Facility" means the PV System identified in Exhibit A hereto.

“Party” or “Parties” means Buyer and Seller, individually or collectively, as applicable.

“Renewable Energy Certificate” or “REC” means all rights, title and interest in the Environmental Attributes associated with the electricity generated from a renewable resource. One REC represents the Environmental Attributes made available by the generation of one megawatt-hour (MWh) of electricity from one or more renewable resources such as sun.

“Ultimate Buyer” means the entity that purchases the REC(s) from Nexamp.

Article 3. Transfer of Title

Seller agrees to sell and does hereby transfer all of Seller’s right title and interest in and to all of the Environmental Attributes of the Facility for the term of the Agreement. Buyer agrees to purchase the Environmental Attributes for the price set forth in Article 4.

During the term of this Agreement Seller hereby transfers and sells to Buyer all its rights, title and interests in and to the Environmental Attributes as set forth in Exhibit B hereto to the extent that Seller has or will have such right, title, and interest in and to such Environmental Attributes under applicable law.

Seller represents and warrants to Buyer that (i) Seller has exclusive rights to the full and good title and interest in and to the Environmental Attributes being transferred to Buyer hereunder and all the requisite power (corporate or otherwise) and authority to execute, deliver and perform its obligations hereunder, (ii) Seller is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder, (iii) such transfer and sale to Buyer is not in violation of any applicable law at the time of such transfer and sale, (iv) Seller will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder, (v) Seller is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder, and (vi) Seller’s performance of its obligations under this Agreement will not violate any other agreement between Seller and any third party.

Seller covenants that it has not and will not transfer any portion of the right title and interests in and to the Environmental Attributes to any person other than Buyer. Seller shall not make claims regarding the “greenness” of the electricity produced by the Facility, and shall not refer to the Facility as a “renewable energy” generator without also disclosing the fact that Environmental Attributes have been sold to Buyer.

Seller shall take such action as may be necessary to evidence this transfer of Environmental Attributes to Buyer.

Article 4. Price and Payment

 Payment will be made within thirty days of the date Buyer receives payment for the REC(s) in which the Environmental Attributes are aggregated.

Article 5. Duties of Seller

5.1 Notification. During the Term of the Agreement Seller agrees to notify Buyer of any material outages, breakdowns, or inoperability of the Facility. Seller will notify Buyer as soon as possible of any planned maintenance of the Facility. Seller also agrees to notify Buyer of any material changes to the operations of the Facility that may impact the RPS eligibility of the Environmental Attributes.

5.2 Metering Requirements. Seller acknowledges and agrees that the Facility production meter must conform to applicable American National Standard Institute (ANSI) C-12 standards. Buyer may require and Seller shall grant access to the site for confirmation that these standards have been met.

5.3 Production Reporting and Verification. The Seller is responsible for any costs associated with establishing and maintaining a PTS account as set forth in Exhibit B hereto.

5.4 Access for Spot-Checking Facility. Buyer reserves the right to spot check the Facility production meter to verify the accuracy of PTS reports as set forth in Exhibit B hereto.

Article 6. Publicity and Marketing

Subject to Seller's consent, not to be unreasonably withheld, Buyer may use information regarding the Facility, including data and photographs, for publicity and marketing purposes. Seller agrees that Buyer may (i) use Seller's name in Buyer's list of providers of RECs, (ii) issue a press release generally describing the party's relationship under this Agreement, (iii) obtain Seller's participation in a case study, and (iv) in a reasonable number of instances, identify Seller as a reference provider/seller of certain energy attributes.

Article 7. Termination

Either Buyer or Seller may terminate the Agreement with or without cause upon ninety (90) days written notice to the other, provided, however, that any such termination shall

not relieve either Party of any liability or obligation that was incurred prior to the effectiveness of such termination.

Article 8. Confidentiality

Except as reasonably required to exercise its rights under this Agreement, each Party shall maintain the Confidential Information of the other Party in confidence. Each Party agrees to use commercially reasonable efforts to prevent and restrain any unauthorized disclosure, communication, copying, use, distribution, installation or transfer of possession of Confidential Information by any of its employees, consultants, and agents to others or use it for any purpose, except pursuant to and in order to carry out, the terms and objectives of this Agreement. At a minimum, each Party shall maintain at least the same procedures regarding the other Party's Confidential Information that it maintains with respect to its own. A Party's Confidential Information shall not include any information which: (i) becomes part of the public domain through no act or omission of the other Party; (ii) is lawfully acquired by the other Party from a third Party without any breach of confidentiality to the Party to whom the information relates; (iii) is disclosed by a Party to a third party without any obligation of confidentiality to the Party to whom the information relates; (iv) is independently developed without reference to Confidential Information; or (v) is disclosed in accordance with judicial or other governmental order. Notwithstanding the foregoing, either Party shall be permitted to disclose the terms and conditions of this Agreement in conjunction with legal due diligence proceedings, but not otherwise. Either Party may publicly disclose the existence of this Agreement, but neither Party shall disclose details of the Agreement without written consent from the other Party. Notwithstanding the foregoing, Buyer may share information regarding the Facility and/or terms of the Agreement with Buyer's employees, consultants, agents, successors, and assigns and with regulatory authorities where necessary or appropriate to fulfill the terms and purpose of the Agreement.

Article 9. Miscellaneous

9.1 Entire Agreement and Controlling Documents. This Agreement (including any Appendices and Order Schedules) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by both authorized representatives of both parties may amend this Agreement. The terms and conditions contained in any agreement or document issued by Seller shall be of no force or effect, even if the order is accepted by Buyer.

9.2 Assignment. This Agreement shall be binding upon and for the benefit of Buyer and Seller and their respective legal representatives, successors, and assigns; provided, that Seller shall not assign, sublicense, delegate, or otherwise transfer any of its rights or obligations under this Agreement without Buyer's prior written consent.

9.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to (i) its conflict of law provisions, and (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts with respect to any actions for enforcement of or breach of this Agreement.

9.4 Headings; Counterparts. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

9.5 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

9.6 Attorneys' Fees. In the event of any litigation between the parties concerning performance or non-performance of either party's obligations under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for the costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred or paid by the prevailing party in such litigation.

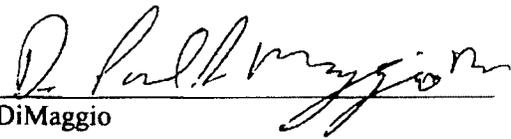
9.7 Waiver and Severability. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of the subject right or any further right under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

9.8 Modification in Response to New Rules. Upon implementation by state regulatory or administrative agencies of any rule that may affect provision of this Agreement, if possible the Parties agree to modify this Agreement to conform to these rules to the greatest extent possible so long as such changes will not adversely affect the economics of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

SELLER

Delaware Valley Corporation

By:  Pres.
Paul DiMaggio

BUYER:

NEXAMP, INC.

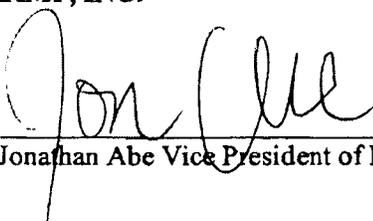
By: 
Jonathan Abe Vice President of Business Development

Exhibit A

To be completed by Seller and submitted to Buyer in conjunction with the Agreement.

Seller Name:

Paul DiMaggio

*P. Paul DiMaggio
1145 Pelican Pointe Valley Lane*

Installation Type (solar PV or wind):

Solar PV

107KW

Address of Facility:

Street:

500 Broadway St

City, State and Zip Code:

Lawrence, MA 01842

Contact Information:

Name:

Paul DiMaggio

Phone Number:

978-688-6995 x106

Email Address:

pdimaggio@dvc500.com

Capacity of Facility in kW
(DC for solar, AC for wind)

103.15

Date Installed:

~~12/18/08~~

9/29/09

Reporting Methodology:

Automated

Make and Model of Production Meter/Data Acquisition System:

Nexamp monitoring service

Production meter reading at time of contract execution (in kilowatt-hours):

Mass Technology Collaborative Production Tracking System ID:

CWS-CS1275-02265

Any additional information relevant to the capacity, production, or metering of facility electricity generation:

Exhibit B

Explanation and Disclosure Statement

The regulatory markets within which compliance Renewable Energy Certificates (“RECs”) are bought and sold are complex and rapidly evolving. Individuals and organizations seeking to monetize the value of their RECs may find it challenging to do so without the assistance of experienced REC professionals. As a service for our customers that own and operate renewable energy generating facilities, Nexamp, Inc. (“Nexamp”) purchases, aggregates, registers, and sells RECs. This service includes:

- 1) Aggregating RECs from multiple customer facilities to create saleable quantities;
- 2) Registering RECs with appropriate state authorities so they can be sold into compliance markets;
- 3) Engaging third-party meter readers to verify the quantities of RECs produced;
- 4) Registering RECs with the New England Generation Information System; and
- 5) Working with third parties to ensure RECs are sold at the highest possible price.

In providing this service, Nexamp purchases, via a Purchase and Sale Agreement between Nexamp and the Seller (the “REC Purchase and Sale Agreement”), RECs from its customers to be resold into compliance markets. The price paid by the customer is the price for which the REC ultimately sells in the market minus a transaction fee of 10%. The customer is not paid for the sale until Nexamp receives its proceeds from the ultimate buyer. To provide this service Nexamp works with third party brokers, and the 10% deduction from the ultimate sales prices includes fees charged by these third party brokers.

Individuals and organizations that have had renewable energy generation facilities (“facilities”) installed by Nexamp are under no obligation to enter into a REC Purchase and Sale Agreement with Nexamp. Other options for transacting RECs exist, and we encourage entities that are considering entering into a REC Purchase and Sale Agreement with Nexamp to fully explore any and all potential alternatives. For those customers that elect to enter into this agreement, Nexamp is committed to providing seamless, comprehensive aggregation services and to maximizing REC sale value on behalf of its customers. For any customer that is not satisfied with REC aggregation services provided by Nexamp, the Purchase and Sale Agreement includes a 90 day termination provision.

Reporting and Verification Requirements

The Renewal Energy Portfolio Standard (“RPS”) regulations in some states may require facilities to utilize a Third Party Meter Reader to monitor and report electricity output. The electrical energy output from a Massachusetts facility must be verifiable by the ISO-NE or by an independent verification system or person participating in the NEPOOL GIS accounting system as an independent Third Party Meter Reader. In compliance with NE-GIS requirements, all Massachusetts facilities above 10 kW must include a revenue grade data acquisition system and automated reporting to the Massachusetts Technology Collaborative’s Production Tracking System. All Massachusetts facilities less than 10 kW must include a revenue grade production meter and manual reporting to the Massachusetts Technology Collaborative’s Production Tracking System (“PTS”).

In certain states, as part of the aggregation process the Facility owner shall certify Nexamp as its Authorized Agent, if required. The form of such certification in the Commonwealth of

Massachusetts is Appendix G of the RPS Class I Statement of Qualification Application located at <http://www.mass.gov/Eoeca/docs/doer/rps/rps-1-stateq-inst-mar-4-2009.pdf>.

The quantity of energy certificates generated by the facility will be tabulated quarterly, as described below under Explanation of Timing. Each quarter will correspond to a three-month period of the calendar year, beginning with the month of January. The quarters are as follows: January, February and March; April, May and June; July, August and September; and October, November and December.

Periodically, NEXAMP may also need to spot check the facility production meter/data acquisition system to verify the accuracy of reporting. Following any spot check, any meter found to be inaccurate will need to be adjusted or replaced by the customer to allow for accurate measurement of facility energy production.

Explanation of Timing

Upon the contract effective date, NEXAMP and its partners will work with the facility owner to qualify the facility in certain states with Renewable Portfolio Standard (RPS) regulations. The RPS qualification process can take 60 to 90 days or longer, depending on the state.

After facilities have been qualified, RECs can be transacted subject to the NE-GIS trading period. RECs are created quarterly on the 15th day of the calendar quarter ("Creation Date") that is the second calendar quarter following the calendar quarter in which the electricity associated with a REC was generated. For example, for energy attributes generated during the April/May/June quarter, RECs will be created and trading can begin on October 15. Unless a REC is "Banked",¹ the REC will cease to be eligible for transfer 15 days prior to the end of the calendar quarter in which the Creation Date occurs. For example, the trading period for RECs associated with electricity generated in January, February and March of a year will begin on July 15 of that year and end on September 15 of that year.

Payment Schedule

To maximize REC value, Nexamp will aggregate RECs from multiple customers to achieve saleable volumes. Aggregated bundles of RECs will typically be sold by Nexamp once per calendar year. In accordance with the timing outlined above, all RECS generated in the current year will be sold after their creation date the following year, between April 15 and June 15. NEXAMP will issue a check to the Seller for the Agreement Price within 30 business days of Nexamp receipt of payment from the REC purchaser. Payment will be accompanied by a receipt indicating the quantity of energy attributes sold, their purchase price, and the dates that those energy attributes were produced.

To maximize REC value, Nexamp may on occasion seek to pre-sell RECs on a forward basis (i.e., before they are generated) in certain situations. In such instances, payments by NEXAMP will be made to the Seller within 30 days after the beginning of the respective NE-GIS trading period.

Partial Renewable Energy Certificates

¹ Banked certificates are designated for subsequent trading periods in the same calendar year.

No Certificate will be issued for a partial MWh. Multiple months of energy may be aggregated in order to report meter data for a whole MWh of Energy generation.

Unsold Renewable Energy Certificates

Nexamp expects to be able to sell a vast majority of the RECs that it has aggregated on behalf of its customers. However, it is conceivable that market conditions could arise that would make it impossible to sell RECs on behalf of our customers. While we view this as extremely unlikely, Nexamp makes no guarantees as to the present or future sale value of RECs.

Double Counting

Selling RECs generated by an on-site renewable energy generation facility can help recoup the initial and ongoing costs of the project. However, it should be noted that transferring RECs from onsite generation facilities is equivalent to selling your right to claim that you are using green power, although you can still claim that you are hosting a renewable energy generating facility on-site.²

To avoid double counting of environmental attributes, signatories to this agreement should presume that all environmental value and credits resulting from or associated with the RECs purchased by NEXAMP should accrue and be assigned exclusively to NEXAMP. The Seller is advised to refrain from making formal claims about the "greenness" of the electricity used on-site, and should not refer to the Facility as a "renewable energy" generator without also disclosing the fact that its energy attributes have been sold.

The following statement provides an example of permissible language for use in corporate marketing materials:

As part of its ongoing commitment to energy independence, [organization name] owns, operates, and maintains a [xx] kW solar photovoltaic array on its rooftop. This renewable energy generating facility generates an estimated [xx] kWh of electricity per year. Electricity produced by the facility offsets the need to use electricity from the grid. This facility supports the value of the green solar generation attributes that are sold and used to fund such important environmental projects.

READ AND ACCEPTED:

SELLER

Delaware Valley Corp

By: Paul Dimaggio
Name: Paul Dimaggio

Date: 12/8/09

² For additional information, see *Green Marketing Guidelines* published by the National Association of Attorneys General, available for download at: <http://www.naag.org/assets/files/pdf/GreenMarketing.pdf>.

Title:

**PURCHASE AND SALE AGREEMENT FOR ENVIRONMENTAL
ATTRIBUTES**

BETWEEN

NEXAMP, INC. AND NEXAMP CAPITAL, LLC

This Purchase and Sale Agreement for Environmental Attributes effective as of this 10 day of December, 2009 (the "Effective Date"), is entered into by and between Nexamp, Inc., a Delaware corporation ("Buyer"), and Nexamp Capital, a _____ corporation with a principal place of business at 21 High St North Andover, MA 01845 ("Seller").

WHEREAS, Seller owns a renewable energy facility which is described in Exhibit A hereto and Buyer wishes to purchase all of the Environmental Attributes of the electrical energy output from the Facility as outlined by the process detailed in Exhibit B hereto;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the parties set forth below, the Parties hereto and intending to be legally bound thereby, agree as set forth below.

Article 1. Term. This Agreement shall commence on the Effective Date and shall continue until _____ or until the Agreement is earlier terminated pursuant to Article 7.

Article 2. Definitions.

"Aggregate Transaction Amount" means the sales price per REC, as agreed to with the Ultimate Buyer, multiplied by the total number of RECs generated by the Facility involved in the transaction.

"Agreement" means all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference.

"Confidential Information" means all information which is written, graphic, machine readable or other tangible form and is marked "confidential", "proprietary", "source code", or in some other manner to indicate its confidential nature, or which under the circumstances of disclosure reasonably ought to be considered as confidential.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of electricity by the Facility.

"Facility" means the PV System identified in Exhibit A hereto.

“Party” or “Parties” means Buyer and Seller, individually or collectively, as applicable.

“Renewable Energy Certificate” or “REC” means all rights, title and interest in the Environmental Attributes associated with the electricity generated from a renewable resource. One REC represents the Environmental Attributes made available by the generation of one megawatt-hour (MWh) of electricity from one or more renewable resources such as sun.

“Ultimate Buyer” means the entity that purchases the REC(s) from Nexamp.

Article 3. Transfer of Title

Seller agrees to sell and does hereby transfer all of Seller’s right title and interest in and to all of the Environmental Attributes of the Facility for the term of the Agreement. Buyer agrees to purchase the Environmental Attributes for the price set forth in Article 4.

During the term of this Agreement Seller hereby transfers and sells to Buyer all its rights, title and interests in and to the Environmental Attributes as set forth in Exhibit B hereto to the extent that Seller has or will have such right, title, and interest in and to such Environmental Attributes under applicable law.

Seller represents and warrants to Buyer that (i) Seller has exclusive rights to the full and good title and interest in and to the Environmental Attributes being transferred to Buyer hereunder and all the requisite power (corporate or otherwise) and authority to execute, deliver and perform its obligations hereunder, (ii) Seller is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder, (iii) such transfer and sale to Buyer is not in violation of any applicable law at the time of such transfer and sale, (iv) Seller will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder, (v) Seller is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder, and (vi) Seller’s performance of its obligations under this Agreement will not violate any other agreement between Seller and any third party.

Seller covenants that it has not and will not transfer any portion of the right title and interests in and to the Environmental Attributes to any person other than Buyer. Seller shall not make claims regarding the “greenness” of the electricity produced by the Facility, and shall not refer to the Facility as a “renewable energy” generator without also disclosing the fact that Environmental Attributes have been sold to Buyer.

Seller shall take such action as may be necessary to evidence this transfer of Environmental Attributes to Buyer.

Article 4. Price and Payment

 Payment will be made within thirty days of the date Buyer receives payment for the REC(s) in which the Environmental Attributes are aggregated.

Article 5. Duties of Seller

5.1 Notification. During the Term of the Agreement Seller agrees to notify Buyer of any material outages, breakdowns, or inoperability of the Facility. Seller will notify Buyer as soon as possible of any planned maintenance of the Facility. Seller also agrees to notify Buyer of any material changes to the operations of the Facility that may impact the RPS eligibility of the Environmental Attributes.

5.2 Metering Requirements. Seller acknowledges and agrees that the Facility production meter must conform to applicable American National Standard Institute (ANSI) C-12 standards. Buyer may require and Seller shall grant access to the site for confirmation that these standards have been met.

5.3 Production Reporting and Verification. The Seller is responsible for any costs associated with establishing and maintaining a PTS account as set forth in Exhibit B hereto.

5.4 Access for Spot-Checking Facility. Buyer reserves the right to spot check the Facility production meter to verify the accuracy of PTS reports as set forth in Exhibit B hereto.

Article 6. Publicity and Marketing

Subject to Seller's consent, not to be unreasonably withheld, Buyer may use information regarding the Facility, including data and photographs, for publicity and marketing purposes. Seller agrees that Buyer may (i) use Seller's name in Buyer's list of providers of RECs, (ii) issue a press release generally describing the party's relationship under this Agreement, (iii) obtain Seller's participation in a case study, and (iv) in a reasonable number of instances, identify Seller as a reference provider/seller of certain energy attributes.

Article 7. Termination

Either Buyer or Seller may terminate the Agreement with or without cause upon ninety (90) days written notice to the other, provided, however, that any such termination shall

not relieve either Party of any liability or obligation that was incurred prior to the effectiveness of such termination.

Article 8. Confidentiality

Except as reasonably required to exercise its rights under this Agreement, each Party shall maintain the Confidential Information of the other Party in confidence. Each Party agrees to use commercially reasonable efforts to prevent and restrain any unauthorized disclosure, communication, copying, use, distribution, installation or transfer of possession of Confidential Information by any of its employees, consultants, and agents to others or use it for any purpose, except pursuant to and in order to carry out, the terms and objectives of this Agreement. At a minimum, each Party shall maintain at least the same procedures regarding the other Party's Confidential Information that it maintains with respect to its own. A Party's Confidential Information shall not include any information which: (i) becomes part of the public domain through no act or omission of the other Party; (ii) is lawfully acquired by the other Party from a third Party without any breach of confidentiality to the Party to whom the information relates; (iii) is disclosed by a Party to a third party without any obligation of confidentiality to the Party to whom the information relates; (iv) is independently developed without reference to Confidential Information; or (v) is disclosed in accordance with judicial or other governmental order. Notwithstanding the foregoing, either Party shall be permitted to disclose the terms and conditions of this Agreement in conjunction with legal due diligence proceedings, but not otherwise. Either Party may publicly disclose the existence of this Agreement, but neither Party shall disclose details of the Agreement without written consent from the other Party. Notwithstanding the foregoing, Buyer may share information regarding the Facility and/or terms of the Agreement with Buyer's employees, consultants, agents, successors, and assigns and with regulatory authorities where necessary or appropriate to fulfill the terms and purpose of the Agreement.

Article 9. Miscellaneous

9.1 Entire Agreement and Controlling Documents. This Agreement (including any Appendices and Order Schedules) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by both authorized representatives of both parties may amend this Agreement. The terms and conditions contained in any agreement or document issued by Seller shall be of no force or effect, even if the order is accepted by Buyer.

9.2 Assignment. This Agreement shall be binding upon and for the benefit of Buyer and Seller and their respective legal representatives, successors, and assigns; provided, that Seller shall not assign, sublicense, delegate, or otherwise transfer any of its rights or obligations under this Agreement without Buyer's prior written consent.

9.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to (i) its conflict of law provisions, and (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts with respect to any actions for enforcement of or breach of this Agreement.

9.4 Headings; Counterparts. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

9.5 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

9.6 Attorneys' Fees. In the event of any litigation between the parties concerning performance or non-performance of either party's obligations under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for the costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred or paid by the prevailing party in such litigation.

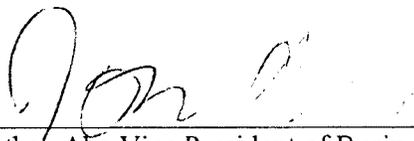
9.7 Waiver and Severability. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of the subject right or any further right under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

SELLER

Nexamp Capital, LLC

By: 
Jonathan Abe Vice President of Business Development

BUYER:

NEXAMP, INC.

By: 
Scott McClintock Director of Sales

Exhibit A

To be completed by Seller and submitted to Buyer in conjunction with the Agreement.

Seller Name: _____ Nexamp Capital, LLC _____

Installation Type (solar PV or wind): _____ solar PV _____

Address of Facility:

Street: _____ 100 Littleton Rd. _____
City, State and Zip Code: _____ Westford, MA 01886 _____

Contact Information:

Name: _____ Jonathan Abe _____
Phone Number: _____ 978-688-2700 x707 _____
Email Address: _____ jabe@nexamp.com _____

Capacity of Facility in kW : _____ 101.2 _____
(DC for solar, AC for wind)

Date Installed: _____

Reporting Methodology: Automated

Make and Model of Production Meter/Data Acquisition System:

_____ Nexamp DAS _____

Production meter reading at time of contract execution (in kilowatt-hours):

_____ 0 _____

Mass Technology Collaborative Production Tracking System ID:

Any additional information relevant to the capacity, production, or metering of facility electricity generation:

This is a Power Purchase Agreement (PPA) between The Host, Nashoba Valley Technical High School, and The Owner, Nexamp Capital, LLC.

Exhibit B

Explanation and Disclosure Statement

The regulatory markets within which compliance Renewable Energy Certificates (“RECs”) are bought and sold are complex and rapidly evolving. Individuals and organizations seeking to monetize the value of their RECs may find it challenging to do so without the assistance of experienced REC professionals. As a service for our customers that own and operate renewable energy generating facilities, Nexamp, Inc. (“Nexamp”) purchases, aggregates, registers, and sells RECs. This service includes:

- 1) Aggregating RECs from multiple customer facilities to create saleable quantities;
- 2) Registering RECs with appropriate state authorities so they can be sold into compliance markets;
- 3) Engaging third-party meter readers to verify the quantities of RECs produced;
- 4) Registering RECs with the New England Generation Information System; and
- 5) Working with third parties to ensure RECs are sold at the highest possible price.

In providing this service, Nexamp purchases, via a Purchase and Sale Agreement between Nexamp and the Seller (the “REC Purchase and Sale Agreement”), RECs from its customers to be resold into compliance markets. The price paid by the customer is the price for which the REC ultimately sells in the market minus a transaction fee of 10%. The customer is not paid for the sale until Nexamp receives its proceeds from the ultimate buyer. To provide this service Nexamp works with third party brokers, and the 10% deduction from the ultimate sales prices includes fees charged by these third party brokers.

Individuals and organizations that have had renewable energy generation facilities (“facilities”) installed by Nexamp are under no obligation to enter into a REC Purchase and Sale Agreement with Nexamp. Other options for transacting RECs exist, and we encourage entities that are considering entering into a REC Purchase and Sale Agreement with Nexamp to fully explore any and all potential alternatives. For those customers that elect to enter into this agreement, Nexamp is committed to providing seamless, comprehensive aggregation services and to maximizing REC sale value on behalf of its customers. For any customer that is not satisfied with REC aggregation services provided by Nexamp, the Purchase and Sale Agreement includes a 90 day termination provision.

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In certain states, as part of the aggregation process the Facility owner shall certify Nexamp as its Authorized Agent, if required. The form of such certification in the Commonwealth of

Massachusetts is Appendix G of the RPS Class I Statement of Qualification Application located at <http://www.mass.gov/Eocea/docs/doer/rps/rps-1-stateq-inst-mar-4-2009.pdf>.

The quantity of energy certificates generated by the facility will be tabulated quarterly, as described below under Explanation of Timing. Each quarter will correspond to a three-month period of the calendar year, beginning with the month of January. The quarters are as follows: January, February and March; April, May and June; July, August and September; and October, November and December.

Periodically, NEXAMP may also need to spot check the facility production meter/data acquisition system to verify the accuracy of reporting. Following any spot check, any meter found to be inaccurate will need to be adjusted or replaced by the customer to allow for accurate measurement of facility energy production.

Explanation of Timing

Upon the contract effective date, NEXAMP and its partners will work with the facility owner to qualify the facility in certain states with Renewable Portfolio Standard (RPS) regulations. The RPS qualification process can take 60 to 90 days or longer, depending on the state.

After facilities have been qualified, RECs can be transacted subject to the NE-GIS trading period. RECs are created quarterly on the 15th day of the calendar quarter ("Creation Date") that is the second calendar quarter following the calendar quarter in which the electricity associated with a REC was generated. For example, for energy attributes generated during the April/May/June quarter, RECs will be created and trading can begin on October 15. Unless a REC is "Banked",¹ the REC will cease to be eligible for transfer 15 days prior to the end of the calendar quarter in which the Creation Date occurs. For example, the trading period for RECs associated with electricity generated in January, February and March of a year will begin on July 15 of that year and end on September 15 of that year.

Payment Schedule

To maximize REC value, Nexamp will aggregate RECs from multiple customers to achieve saleable volumes. Aggregated bundles of RECs will typically be sold by Nexamp once per calendar year. In accordance with the timing outlined above, all RECS generated in the current year will be sold after their creation date the following year, between April 15 and June 15. NEXAMP will issue a check to the Seller for the Agreement Price within 30 business days of Nexamp receipt of payment from the REC purchaser. Payment will be accompanied by a receipt indicating the quantity of energy attributes sold, their purchase price, and the dates that those energy attributes were produced.

To maximize REC value, Nexamp may on occasion seek to pre-sell RECs on a forward basis (i.e., before they are generated) in certain situations. In such instances, payments by NEXAMP will be made to the Seller within 30 days after the beginning of the respective NE-GIS trading period.

Partial Renewable Energy Certificates

¹ Banked certificates are designated for subsequent trading periods in the same calendar year.

No Certificate will be issued for a partial MWh. Multiple months of energy may be aggregated in order to report meter data for a whole MWh of Energy generation.

Unsold Renewable Energy Certificates

Nexamp expects to be able to sell a vast majority of the RECs that it has aggregated on behalf of its customers. However, it is conceivable that market conditions could arise that would make it impossible to sell RECs on behalf of our customers. While we view this as extremely unlikely, Nexamp makes no guarantees as to the present or future sale value of RECs.

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To avoid double counting of environmental attributes, signatories to this agreement should presume that all environmental value and credits resulting from or associated with the RECs purchased by NEXAMP should accrue and be assigned exclusively to NEXAMP. The Seller is advised to refrain from making formal claims about the “greenness” of the electricity used on-site, and should not refer to the Facility as a “renewable energy” generator without also disclosing the fact that its energy attributes have been sold.

The following statement provides an example of permissible language for use in corporate marketing materials:

As part of its ongoing commitment to energy independence, [organization name] owns, operates, and maintains a [xx] kW solar photovoltaic array on its rooftop. This renewable energy generating facility generates an estimated [xx] kWh of electricity per year. Electricity produced by the facility offsets the need to use electricity from the grid. This facility supports the value of the green solar generation attributes that are sold and used to fund such important environmental projects.

READ AND ACCEPTED:

SELLER

Nexamp Capital LLC

By: 

Name: Jonathan Abe

Title: V.P. Business Development

Date: 12/10/09

² For additional information, see *Green Marketing Guidelines* published by the National Association of Attorneys General, available for download at: <http://www.naag.org/assets/files/pdf/GreenMarketing.pdf>.

**PURCHASE AND SALE AGREEMENT FOR ENVIRONMENTAL
ATTRIBUTES**

BETWEEN

NEXAMP, INC. AND NEXAMP CAPITAL, LLC

This Purchase and Sale Agreement for Environmental Attributes effective as of this 10 day of October, 2009 (the "Effective Date"), is entered into by and between Nexamp, Inc., a Delaware corporation ("Buyer"), and Nexamp Capital, a _____ corporation with a principal place of business at 21 High St North Andover, MA 01845 ("Seller").

WHEREAS, Seller owns a renewable energy facility which is described in Exhibit A hereto and Buyer wishes to purchase all of the Environmental Attributes of the electrical energy output from the Facility as outlined by the process detailed in Exhibit B hereto;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the parties set forth below, the Parties hereto and intending to be legally bound thereby, agree as set forth below.

Article 1. Term. This Agreement shall commence on the Effective Date and shall continue until _____ or until the Agreement is earlier terminated pursuant to Article 7.

Article 2. Definitions.

"Aggregate Transaction Amount" means the sales price per REC, as agreed to with the Ultimate Buyer, multiplied by the total number of RECs generated by the Facility involved in the transaction.

"Agreement" means all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference.

"Confidential Information" means all information which is written, graphic, machine readable or other tangible form and is marked "confidential", "proprietary", "source code", or in some other manner to indicate its confidential nature, or which under the circumstances of disclosure reasonably ought to be considered as confidential.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of electricity by the Facility.

"Facility" means the PV System identified in Exhibit A hereto.

“Party” or “Parties” means Buyer and Seller, individually or collectively, as applicable.

“Renewable Energy Certificate” or “REC” means all rights, title and interest in the Environmental Attributes associated with the electricity generated from a renewable resource. One REC represents the Environmental Attributes made available by the generation of one megawatt-hour (MWh) of electricity from one or more renewable resources such as sun.

“Ultimate Buyer” means the entity that purchases the REC(s) from Nexamp.

Article 3. Transfer of Title

Seller agrees to sell and does hereby transfer all of Seller’s right title and interest in and to all of the Environmental Attributes of the Facility for the term of the Agreement. Buyer agrees to purchase the Environmental Attributes for the price set forth in Article 4.

During the term of this Agreement Seller hereby transfers and sells to Buyer all its rights, title and interests in and to the Environmental Attributes as set forth in Exhibit B hereto to the extent that Seller has or will have such right, title, and interest in and to such Environmental Attributes under applicable law.

Seller represents and warrants to Buyer that (i) Seller has exclusive rights to the full and good title and interest in and to the Environmental Attributes being transferred to Buyer hereunder and all the requisite power (corporate or otherwise) and authority to execute, deliver and perform its obligations hereunder, (ii) Seller is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder, (iii) such transfer and sale to Buyer is not in violation of any applicable law at the time of such transfer and sale, (iv) Seller will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder, (v) Seller is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder, and (vi) Seller’s performance of its obligations under this Agreement will not violate any other agreement between Seller and any third party.

Seller covenants that it has not and will not transfer any portion of the right title and interests in and to the Environmental Attributes to any person other than Buyer. Seller shall not make claims regarding the “greenness” of the electricity produced by the Facility, and shall not refer to the Facility as a “renewable energy” generator without also disclosing the fact that Environmental Attributes have been sold to Buyer.

Seller shall take such action as may be necessary to evidence this transfer of Environmental Attributes to Buyer.

Article 4. Price and Payment

 Payment will be made within thirty days of the date Buyer receives payment for the REC(s) in which the Environmental Attributes are aggregated.

Article 5. Duties of Seller

5.1 Notification. During the Term of the Agreement Seller agrees to notify Buyer of any material outages, breakdowns, or inoperability of the Facility. Seller will notify Buyer as soon as possible of any planned maintenance of the Facility. Seller also agrees to notify Buyer of any material changes to the operations of the Facility that may impact the RPS eligibility of the Environmental Attributes.

5.2 Metering Requirements. Seller acknowledges and agrees that the Facility production meter must conform to applicable American National Standard Institute (ANSI) C-12 standards. Buyer may require and Seller shall grant access to the site for confirmation that these standards have been met.

5.3 Production Reporting and Verification. The Seller is responsible for any costs associated with establishing and maintaining a PTS account as set forth in Exhibit B hereto.

5.4 Access for Spot-Checking Facility. Buyer reserves the right to spot check the Facility production meter to verify the accuracy of PTS reports as set forth in Exhibit B hereto.

Article 6. Publicity and Marketing

Subject to Seller's consent, not to be unreasonably withheld, Buyer may use information regarding the Facility, including data and photographs, for publicity and marketing purposes. Seller agrees that Buyer may (i) use Seller's name in Buyer's list of providers of RECs, (ii) issue a press release generally describing the party's relationship under this Agreement, (iii) obtain Seller's participation in a case study, and (iv) in a reasonable number of instances, identify Seller as a reference provider/seller of certain energy attributes.

Article 7. Termination

Either Buyer or Seller may terminate the Agreement with or without cause upon ninety (90) days written notice to the other, provided, however, that any such termination shall

not relieve either Party of any liability or obligation that was incurred prior to the effectiveness of such termination.

Article 8. Confidentiality

Except as reasonably required to exercise its rights under this Agreement, each Party shall maintain the Confidential Information of the other Party in confidence. Each Party agrees to use commercially reasonable efforts to prevent and restrain any unauthorized disclosure, communication, copying, use, distribution, installation or transfer of possession of Confidential Information by any of its employees, consultants, and agents to others or use it for any purpose, except pursuant to and in order to carry out, the terms and objectives of this Agreement. At a minimum, each Party shall maintain at least the same procedures regarding the other Party's Confidential Information that it maintains with respect to its own. A Party's Confidential Information shall not include any information which: (i) becomes part of the public domain through no act or omission of the other Party; (ii) is lawfully acquired by the other Party from a third Party without any breach of confidentiality to the Party to whom the information relates; (iii) is disclosed by a Party to a third party without any obligation of confidentiality to the Party to whom the information relates; (iv) is independently developed without reference to Confidential Information; or (v) is disclosed in accordance with judicial or other governmental order. Notwithstanding the foregoing, either Party shall be permitted to disclose the terms and conditions of this Agreement in conjunction with legal due diligence proceedings, but not otherwise. Either Party may publicly disclose the existence of this Agreement, but neither Party shall disclose details of the Agreement without written consent from the other Party. Notwithstanding the foregoing, Buyer may share information regarding the Facility and/or terms of the Agreement with Buyer's employees, consultants, agents, successors, and assigns and with regulatory authorities where necessary or appropriate to fulfill the terms and purpose of the Agreement.

Article 9. Miscellaneous

9.1 Entire Agreement and Controlling Documents. This Agreement (including any Appendices and Order Schedules) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by both authorized representatives of both parties may amend this Agreement. The terms and conditions contained in any agreement or document issued by Seller shall be of no force or effect, even if the order is accepted by Buyer.

9.2 Assignment. This Agreement shall be binding upon and for the benefit of Buyer and Seller and their respective legal representatives, successors, and assigns; provided, that Seller shall not assign, sublicense, delegate, or otherwise transfer any of its rights or obligations under this Agreement without Buyer's prior written consent.

9.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to (i) its conflict of law provisions, and (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts with respect to any actions for enforcement of or breach of this Agreement.

9.4 Headings; Counterparts. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

9.5 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

9.6 Attorneys' Fees. In the event of any litigation between the parties concerning performance or non-performance of either party's obligations under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for the costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred or paid by the prevailing party in such litigation.

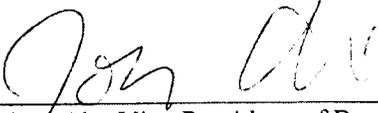
9.7 Waiver and Severability. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of the subject right or any further right under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

9.8 Modification in Response to New Rules. Upon implementation by state regulatory or administrative agencies of any rule that may affect provision of this Agreement, if possible the Parties agree to modify this Agreement to conform to these rules to the greatest extent possible so long as such changes will not adversely affect the economics of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

SELLER

Nexamp Capital, LLC

By: 
Jonathan Abe Vice President of Business Development

BUYER:

NEXAMP, INC.

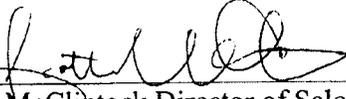
By: 
Scott McClintock Director of Sales

Exhibit A

To be completed by Seller and submitted to Buyer in conjunction with the Agreement.

Seller Name: _____ Nexamp Capital, LLC _____

Installation Type (solar PV or wind): _____ solar PV _____

Address of Facility:

Street: _____ 16 Charter Rd. _____

City, State and Zip Code: _____ Acton, MA 01720 _____

Contact Information:

Name: _____ Jonathan Abe _____

Phone Number: _____ 978-688-2700 x707 _____

Email Address: _____ jabe@nexamp.com _____

Capacity of Facility in kW : _____ 99.22 _____
(DC for solar, AC for wind)

Date Installed: _____

Reporting Methodology: Automated

Make and Model of Production Meter/Data Acquisition System:

_____ Nexamp DAS _____

Production meter reading at time of contract execution (in kilowatt-hours):

_____ 0 _____

Mass Technology Collaborative Production Tracking System ID:

Any additional information relevant to the capacity, production, or metering of facility electricity generation:

This is a Power Purchase Agreement (PPA) between The Host, Acton Boxborough Regional Junior High School, and The Owner, Nexamp Capital, LLC.

Exhibit B

Explanation and Disclosure Statement

The regulatory markets within which compliance Renewable Energy Certificates (“RECs”) are bought and sold are complex and rapidly evolving. Individuals and organizations seeking to monetize the value of their RECs may find it challenging to do so without the assistance of experienced REC professionals. As a service for our customers that own and operate renewable energy generating facilities, Nexamp, Inc. (“Nexamp”) purchases, aggregates, registers, and sells RECs. This service includes:

- 1) Aggregating RECs from multiple customer facilities to create saleable quantities;
- 2) Registering RECs with appropriate state authorities so they can be sold into compliance markets;
- 3) Engaging third-party meter readers to verify the quantities of RECs produced;
- 4) Registering RECs with the New England Generation Information System; and
- 5) Working with third parties to ensure RECs are sold at the highest possible price.

In providing this service, Nexamp purchases, via a Purchase and Sale Agreement between Nexamp and the Seller (the “REC Purchase and Sale Agreement”), RECs from its customers to be resold into compliance markets. The price paid by the customer is the price for which the REC ultimately sells in the market minus a transaction fee of 10%. The customer is not paid for the sale until Nexamp receives its proceeds from the ultimate buyer. To provide this service Nexamp works with third party brokers, and the 10% deduction from the ultimate sales prices includes fees charged by these third party brokers.

Individuals and organizations that have had renewable energy generation facilities (“facilities”) installed by Nexamp are under no obligation to enter into a REC Purchase and Sale Agreement with Nexamp. Other options for transacting RECs exist, and we encourage entities that are considering entering into a REC Purchase and Sale Agreement with Nexamp to fully explore any and all potential alternatives. For those customers that elect to enter into this agreement, Nexamp is committed to providing seamless, comprehensive aggregation services and to maximizing REC sale value on behalf of its customers. For any customer that is not satisfied with REC aggregation services provided by Nexamp, the Purchase and Sale Agreement includes a 90 day termination provision.

Reporting and Verification Requirements

The Renewal Energy Portfolio Standard (“RPS”) regulations in some states may require facilities to utilize a Third Party Meter Reader to monitor and report electricity output. The electrical energy output from a Massachusetts facility must be verifiable by the ISO-NE or by an independent verification system or person participating in the NEPOOL GIS accounting system as an independent Third Party Meter Reader. In compliance with NE-GIS requirements, all Massachusetts facilities above 10 kW must include a revenue grade data acquisition system and automated reporting to the Massachusetts Technology Collaborative’s Production Tracking System. All Massachusetts facilities less than 10 kW must include a revenue grade production meter and manual reporting to the Massachusetts Technology Collaborative’s Production Tracking System (“PTS”).

In certain states, as part of the aggregation process the Facility owner shall certify Nexamp as its Authorized Agent, if required. The form of such certification in the Commonwealth of

Massachusetts is Appendix G of the RPS Class I Statement of Qualification Application located at <http://www.mass.gov/Eoeea/docs/doer/rps/rps-1-stateq-inst-mar-4-2009.pdf>.

The quantity of energy certificates generated by the facility will be tabulated quarterly, as described below under Explanation of Timing. Each quarter will correspond to a three-month period of the calendar year, beginning with the month of January. The quarters are as follows: January, February and March; April, May and June; July, August and September; and October, November and December.

Periodically, NEXAMP may also need to spot check the facility production meter/data acquisition system to verify the accuracy of reporting. Following any spot check, any meter found to be inaccurate will need to be adjusted or replaced by the customer to allow for accurate measurement of facility energy production.

Explanation of Timing

Upon the contract effective date, NEXAMP and its partners will work with the facility owner to qualify the facility in certain states with Renewable Portfolio Standard (RPS) regulations. The RPS qualification process can take 60 to 90 days or longer, depending on the state.

After facilities have been qualified, RECs can be transacted subject to the NE-GIS trading period. RECs are created quarterly on the 15th day of the calendar quarter ("Creation Date") that is the second calendar quarter following the calendar quarter in which the electricity associated with a REC was generated. For example, for energy attributes generated during the April/May/June quarter, RECs will be created and trading can begin on October 15. Unless a REC is "Banked",¹ the REC will cease to be eligible for transfer 15 days prior to the end of the calendar quarter in which the Creation Date occurs. For example, the trading period for RECs associated with electricity generated in January, February and March of a year will begin on July 15 of that year and end on September 15 of that year.

Payment Schedule

To maximize REC value, Nexamp will aggregate RECs from multiple customers to achieve saleable volumes. Aggregated bundles of RECs will typically be sold by Nexamp once per calendar year. In accordance with the timing outlined above, all RECS generated in the current year will be sold after their creation date the following year, between April 15 and June 15. NEXAMP will issue a check to the Seller for the Agreement Price within 30 business days of Nexamp receipt of payment from the REC purchaser. Payment will be accompanied by a receipt indicating the quantity of energy attributes sold, their purchase price, and the dates that those energy attributes were produced.

To maximize REC value, Nexamp may on occasion seek to pre-sell RECs on a forward basis (i.e., before they are generated) in certain situations. In such instances, payments by NEXAMP will be made to the Seller within 30 days after the beginning of the respective NE-GIS trading period.

Partial Renewable Energy Certificates

¹ Banked certificates are designated for subsequent trading periods in the same calendar year.

No Certificate will be issued for a partial MWh. Multiple months of energy may be aggregated in order to report meter data for a whole MWh of Energy generation.

Unsold Renewable Energy Certificates

Nexamp expects to be able to sell a vast majority of the RECs that it has aggregated on behalf of its customers. However, it is conceivable that market conditions could arise that would make it impossible to sell RECs on behalf of our customers. While we view this as extremely unlikely, Nexamp makes no guarantees as to the present or future sale value of RECs.

Double Counting

Selling RECs generated by an on-site renewable energy generation facility can help recoup the initial and ongoing costs of the project. However, it should be noted that transferring RECs from onsite generation facilities is equivalent to selling your right to claim that you are using green power, although you can still claim that you are hosting a renewable energy generating facility on-site.²

To avoid double counting of environmental attributes, signatories to this agreement should presume that all environmental value and credits resulting from or associated with the RECs purchased by NEXAMP should accrue and be assigned exclusively to NEXAMP. The Seller is advised to refrain from making formal claims about the “greenness” of the electricity used on-site, and should not refer to the Facility as a “renewable energy” generator without also disclosing the fact that its energy attributes have been sold.

The following statement provides an example of permissible language for use in corporate marketing materials:

As part of its ongoing commitment to energy independence, [organization name] owns, operates, and maintains a [xx] kW solar photovoltaic array on its rooftop. This renewable energy generating facility generates an estimated [xx] kWh of electricity per year. Electricity produced by the facility offsets the need to use electricity from the grid. This facility supports the value of the green solar generation attributes that are sold and used to fund such important environmental projects.

READ AND ACCEPTED:

SELLER

Nexamp Capital, LLC

By: 
Name: Jonathan Abe
Title: V.P. Business Development

Date: 12/10/09

² For additional information, see *Green Marketing Guidelines* published by the National Association of Attorneys General, available for download at: <http://www.naag.org/assets/files/pdf/GreenMarketing.pdf>.

**PURCHASE AND SALE AGREEMENT FOR ENVIRONMENTAL
ATTRIBUTES**

BETWEEN

NEXAMP, INC. AND NEXAMP CAPITAL, LLC

This Purchase and Sale Agreement for Environmental Attributes effective as of this 10 day of December, 2009 (the "Effective Date"), is entered into by and between Nexamp, Inc., a Delaware corporation ("Buyer"), and Nexamp Capital, a _____ corporation with a principal place of business at 21 High St North Andover, MA 01845 ("Seller").

WHEREAS, Seller owns a renewable energy facility which is described in Exhibit A hereto and Buyer wishes to purchase all of the Environmental Attributes of the electrical energy output from the Facility as outlined by the process detailed in Exhibit B hereto;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the parties set forth below, the Parties hereto and intending to be legally bound thereby, agree as set forth below.

Article 1. Term. This Agreement shall commence on the Effective Date and shall continue until _____, or until the Agreement is earlier terminated pursuant to Article 7.

Article 2. Definitions.

"Aggregate Transaction Amount" means the sales price per REC, as agreed to with the Ultimate Buyer, multiplied by the total number of RECs generated by the Facility involved in the transaction.

"Agreement" means all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference.

"Confidential Information" means all information which is written, graphic, machine readable or other tangible form and is marked "confidential", "proprietary", "source code", or in some other manner to indicate its confidential nature, or which under the circumstances of disclosure reasonably ought to be considered as confidential.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of electricity by the Facility.

"Facility" means the PV System identified in Exhibit A hereto.

Seller shall take such action as may be necessary to evidence this transfer of Environmental Attributes to Buyer.

Article 4. Price and Payment

 Payment will be made within thirty days of the date Buyer receives payment for the REC(s) in which the Environmental Attributes are aggregated.

Article 5. Duties of Seller

5.1 Notification. During the Term of the Agreement Seller agrees to notify Buyer of any material outages, breakdowns, or inoperability of the Facility. Seller will notify Buyer as soon as possible of any planned maintenance of the Facility. Seller also agrees to notify Buyer of any material changes to the operations of the Facility that may impact the RPS eligibility of the Environmental Attributes.

5.2 Metering Requirements. Seller acknowledges and agrees that the Facility production meter must conform to applicable American National Standard Institute (ANSI) C-12 standards. Buyer may require and Seller shall grant access to the site for confirmation that these standards have been met.

5.3 Production Reporting and Verification. The Seller is responsible for any costs associated with establishing and maintaining a PTS account as set forth in Exhibit B hereto.

5.4 Access for Spot-Checking Facility. Buyer reserves the right to spot check the Facility production meter to verify the accuracy of PTS reports as set forth in Exhibit B hereto.

Article 6. Publicity and Marketing

Subject to Seller's consent, not to be unreasonably withheld, Buyer may use information regarding the Facility, including data and photographs, for publicity and marketing purposes. Seller agrees that Buyer may (i) use Seller's name in Buyer's list of providers of RECs, (ii) issue a press release generally describing the party's relationship under this Agreement, (iii) obtain Seller's participation in a case study, and (iv) in a reasonable number of instances, identify Seller as a reference provider/seller of certain energy attributes.

Article 7. Termination

Either Buyer or Seller may terminate the Agreement with or without cause upon ninety (90) days written notice to the other, provided, however, that any such termination shall

9.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to (i) its conflict of law provisions, and (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts with respect to any actions for enforcement of or breach of this Agreement.

9.4 Headings; Counterparts. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

9.5 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

9.6 Attorneys' Fees. In the event of any litigation between the parties concerning performance or non-performance of either party's obligations under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for the costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred or paid by the prevailing party in such litigation.

9.7 Waiver and Severability. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of the subject right or any further right under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

9.8 Modification in Response to New Rules. Upon implementation by state regulatory or administrative agencies of any rule that may affect provision of this Agreement, if possible the Parties agree to modify this Agreement to conform to these rules to the greatest extent possible so long as such changes will not adversely affect the economics of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Exhibit A

To be completed by Seller and submitted to Buyer in conjunction with the Agreement.

Seller Name: _____ Nexamp Capital, LLC _____

Installation Type (solar PV or wind): _____ solar PV _____

Address of Facility:

Street: _____ 36 Charter Rd. _____

City, State and Zip Code: _____ Acton, MA 01720 _____

Contact Information:

Name: _____ Jonathan Abe _____

Phone Number: _____ 978-688-2700 x707 _____

Email Address: _____ jabe@nexamp.com _____

Capacity of Facility in kW : _____ 103.73 _____
(DC for solar, AC for wind)

Date Installed: _____

Reporting Methodology: Automated

Make and Model of Production Meter/Data Acquisition System:

_____ Nexamp DAS _____

Production meter reading at time of contract execution (in kilowatt-hours):

_____ 0 _____

Mass Technology Collaborative Production Tracking System ID:

Any additional information relevant to the capacity, production, or metering of facility electricity generation:

This is a Power Purchase Agreement (PPA) between The Host, Acton Boxborough Regional High School, and The Owner, Nexamp Capital, LLC.

Massachusetts is Appendix G of the RPS Class I Statement of Qualification Application located at <http://www.mass.gov/Eoeea/docs/doer/rps/rps-1-stateq-inst-mar-4-2009.pdf>.

The quantity of energy certificates generated by the facility will be tabulated quarterly, as described below under Explanation of Timing. Each quarter will correspond to a three-month period of the calendar year, beginning with the month of January. The quarters are as follows: January, February and March; April, May and June; July, August and September; and October, November and December.

Periodically, NEXAMP may also need to spot check the facility production meter/data acquisition system to verify the accuracy of reporting. Following any spot check, any meter found to be inaccurate will need to be adjusted or replaced by the customer to allow for accurate measurement of facility energy production.

Explanation of Timing

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After facilities have been qualified, RECs can be transacted subject to the NE-GIS trading period. RECs are created quarterly on the 15th day of the calendar quarter ("Creation Date") that is the second calendar quarter following the calendar quarter in which the electricity associated with a REC was generated. For example, for energy attributes generated during the April/May/June quarter, RECs will be created and trading can begin on October 15. Unless a REC is "Banked",¹ the REC will cease to be eligible for transfer 15 days prior to the end of the calendar quarter in which the Creation Date occurs. For example, the trading period for RECs associated with electricity generated in January, February and March of a year will begin on July 15 of that year and end on September 15 of that year.

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Partial Renewable Energy Certificates

¹ Banked certificates are designated for subsequent trading periods in the same calendar year.