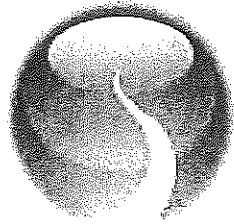


HS Annex



monolith

POWER PURCHASE AGREEMENT

Dated as of

June 19, 2013

between

Haldane Central School District (A)

and

Monolith Solar Associates, LLC

POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("Agreement") is entered into as of June 19, 2013, by and between Monolith Solar Associates, a New York limited liability company ("Provider"), and Haldane Central School District ("Host").

WHEREAS, Haldane Central School District is the owner of the property located at Craigsides Drive Cold Spring, NY 10516 and desires to make a portion of such property available to Monolith Solar for the construction, operation and maintenance of a solar powered electric generating project, and to purchase from Provider the electric energy produced by the project for use under the NYSERDA Incentive Program PON 2112.

WHEREAS, Monolith Solar desires to develop, design, construct, own and operate the project located on Host's property, and sell to Host the electric energy produced by the project.

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

1. DEFINITIONS.

"Electricity" means usable energy, in kWh, generated by the Equipment and delivered to the Lessee at the point of connection, as metered by equipment installed by Monolith.

"Installer" means the person designated by Provider to install the Project on the Premises.

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Premises" the portions of the Site where the Project will be located.

"Site" the real property where Project will be located.

2. TERM.

(a) This Agreement shall consist of an Initial Period and an Operations Date.

(b) Initial Period. The Initial Period will begin on the date set forth above and will terminate on the Operation Date or the date the Agreement is terminated.

(c) Operations Date. The Operation Date means the date, which shall be specified by Provider to Host when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility. The term of this Agreement, as to the Project designated, shall commence on the Operation Date for the Project, and shall continue for **ten (10) years**.

(d) Any notice of termination given by either party under this Agreement or under any Supplement annexed hereto may not be revoked without the written consent of the other party.

3. ACCESS RIGHTS.

(a) Access Specifications. Host hereby grants Provider and its designees (including Installer and persons responsible for implementing the Applicable Solar Program) access to the Premises, for the Term, at reasonable times and upon reasonable notice, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises for purposes of designing, installing, operating, maintaining, repairing and removing the Project. Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Transmission Lines & Communication Cables. The right to locate transmission lines and communications cables across the Site.

(iii) Storage. Adequate storage space on the Site convenient to the Premises for materials and tools used during construction, installation, and maintenance of the Project. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(iv) Utilities. Water, drainage, electrical, and ethernet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(b) Easement Rights. Upon request by Provider, the Parties shall execute and record with the appropriate Land Registry easements and other instruments documenting the Access Rights granted by Host to Provider in this Agreement.

(c) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project.

(b) Termination of Development Activities. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises, for any reason, in its sole discretion. If Provider gives Host notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions, the indemnity obligations hereof, and the dispute resolution provisions hereof shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At any time during the Initial Period, upon at least ten (10) Business Days notice to Host, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit A attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibit A, without Host's approval.

(d) Contractors. Provider shall use licensed contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, subject to the reasonable approval of Host. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities.

(e) Status Reports. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(f) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole expense. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site.

(g) Maintenance and Repairs.

(i) Host will at all times keep the Project in its sole possession and control. The Project shall not be moved from the location stated in the Exhibit A without prior written consent of Provider. Host will at no time perform maintenance or modifications on the Project. As the nature of high power systems is innately dangerous without proper training and experience, only Provider's employees or designated representatives shall be allowed to work in or around the Project. Any work, maintenance or other activity performed on the PV Project by other than Provider representatives is a breach of this Agreement.

(ii) Provider shall, during the continuance of this Agreement, at its expense, keep the Project in good working order and condition and make all necessary adjustments, repairs and replacements thereto. Host shall not use or permit the Equipment to be used for any purpose for which in the opinion of the manufacturer, the Equipment is not designed or reasonably suitable.

(iii) Provider may, during the continuance of this Agreement, at its own expense, enter into and maintain in force a contract with the manufacturer or other qualified service organization covering at least prime maintenance of each item of Equipment. Such contract as to each item shall commence upon expiration of the warranty period, if any, relating to such items.

(iv) Host and Provider shall comply with all governmental laws, regulations and requirements, and all insurance requirements, if any, with respect to the use, maintenance and operation of the Project.

(h) Warranties. Provider shall enforce the benefit of Host any rights which Provider shall be entitled to enforce against the manufacturer in respect to the Equipment. Provider shall warranty any damage to the roof as a result of the installation of the Equipment for six (6) months following the Operation Date.

(i) The Project shall be covered for the duration of this Agreement which period shall commence on the Operations Date. The warranty covers all components of the generating Project against breakdown. The warranty shall cover the full costs, including labor and repair or replacement of defective components or systems. The Installer may rely upon warranties provided by the vendors and manufacturers and other contractors. Customer shall fully cooperate to assist the Installer in making claims under applicable warranties. No other warranties are provided. This warranty shall apply for the period specified unless the system and its components have been modified, damaged, altered, defaced, or repaired by anyone but the Installer.

(i) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Project. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations.

(j) System Shut Down. Provider may shut down the Project at any time in order to perform required

emergency repairs to the Project. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery.

(b) Delivery of Electricity. The electric energy from the Project shall be delivered from Provider to Host and otherwise in compliance with all requirements of the Local Electric Utility.

(c) Limits on Obligation to Deliver. Provider does not warrant or guarantee the amount of electric energy to be produced by the limits on Project for any hourly, daily, monthly, annual or other period. Provider is not a utility or public service company and does not assume any obligations of a utility or public service company to supply Host's electric requirements. Provider is not subject to rate review by governmental authorities.

(d) Meter Testing. Provider shall install one or more meter(s) at the Project, as Provider deems appropriate, to measure the output of the Project at the Point of Delivery. Provider will measure the actual amount of Electricity delivered to Host by the Project. Host will provide Provider access to the Project at all times for metering. Provider shall install an Interval Data Recorder (IDR) with industry standard telemetry at the Project. Provider shall conduct tests of the meters at such times as it deems appropriate in accordance with industry standards, but not less than once in any two year period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit B attached hereto.

(b) All NYSEDA incentives remain property of Provider and are passed through to Host as a discount in billable rates as detailed in Exhibit B.

(c) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(d) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed; (iii) transmitted by facsimile; or (iv) transmitted by email.

(e) Payment. Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by mail in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall be subject to a twenty (20) dollar late payment charge per month.

7. SUPPLEMENTAL POWER, NET METERING AND RECS.

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

(b) Net Metering & Utility Credits. At any time that electric production from the Project is greater than Host's requirements at such time, Host shall nevertheless pay Provider for all of the electricity produced by the Project at the rates and in the manner provided in this Agreement. Host may make arrangements with the Local

Electric Utility so that power in excess of Host's requirements may be delivered to the Local Electric Utility through the Point of Delivery and Host shall receive any credits or payments from the Local Electric Utility may be available under net metering or similar programs.

(c) Interconnection. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Installation of the Project is contingent upon receiving net metering approval from the Local Electrical Utility.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider.

(e) Ownership of Tax Attributes. Provider shall be the owner of any Tax Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider.

(f) Environmental Attributes. Provider shall be the owner of any Environmental Attributes which may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) No Resale of Electricity. The electricity purchased by Host from Provider under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Provider, which approval shall not be unreasonably withheld, and Host shall not take any action which would cause Host or Provider to become a utility or public service company.

(i) Provider Is Not A Utility. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's obligations or performance under this Agreement.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) System Ownership. Provider shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer and its subcontractors execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Financing Party, stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's rights in the Project and the Access Rights.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Following receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Fair Market Value means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal.

(b) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host.

(c) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(d) Decommissioning. If Host does not exercise the option set forth in Section 9(b) above, then Provider, at its expense, shall promptly decommission and remove the Project following the expiration of the Operations Period. Provider shall not be obligated, however, to remove any support structures for the Project which are affixed to Host's structures or any below grade structures, including foundations and conduits, or any roads. Host grants Provider and its representatives reasonable vehicular and pedestrian access across the Site to the Premises for purposes of decommissioning the Project. In exercising such access and performing the decommissioning, Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site. Host agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Project. During decommissioning, Provider will comply with all Applicable Laws.

(e) No Survival of Purchase Option. The options for Host to purchase the Project shall not survive the termination of this Agreement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider the sum of payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance, Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider in their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider, Host shall nevertheless continue to pay Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Host will pay Provider an amount equal to the sum of (A) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following such closure; (B) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following such closure.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider in their sole discretion, Host may be released from further obligations under this Agreement.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider, as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Host shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the existence of the Project on the Premises, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Host for such tax.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth below in full force and effect throughout the Term.

(i) General Liability. Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate.

(ii) Workers' Compensation. Provider will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$100,000 for injury or death each accident.

(iii) Business Auto. Provider will have not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and one million dollars (\$1,000,000) in the aggregate.

(b) Applicable Solar Program Requirements. Host and Provider will also maintain the additional insurance requirements to satisfy the requirements of the Applicable Solar Program.

(c) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section is being maintained.

(d) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. A cross liability clause shall be made part of the policy. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Press Releases. The Parties acknowledge that they each desire to publicize information about this Agreement and the Project. The Parties therefore agree that each may make independent press releases about entering into this Agreement, the size and location of the Project, and the identity of the other Party, without the prior written consent of the other Party, so long as only Provider has the exclusive right to (i) claim that electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section.

(b) Confidential Information means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or (v) which is otherwise required by law to be disclosed.

(c) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below, each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. If a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

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

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), harmless from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Provider's (or its contractor's) negligence or willful misconduct; (ii) Provider's violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery

except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees ("Provider's Indemnified Parties"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been

duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Electric Usage. Host has provided to Provider complete and correct records of its electric usage at the Site for the preceding one (1) year.

(ii) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information presented by Host, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

17. **FORCE MAJEURE.**

(a) A Force Majeure Event means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

(b) Excuse for Force Majeure Event. Except as specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(c) No Excuse for Payment for Prior Services. Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.

(d) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of

termination of this Agreement pursuant to this Section, (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions, the indemnity obligations hereof, and the dispute resolution provisions hereof shall continue to apply notwithstanding the termination of this Agreement.

(e) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site. In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will promptly submit to Host a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future rates such that the new rates compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the rates set forth in Exhibit B.

19. PROVIDER DEFAULT AND HOST REMEDIES.

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

(i) Misrepresentation. Any representation or warranty by Provider under Section 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the Force Majeure Events; and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by Force Majeure Events, and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

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

(b) Host Remedies. Upon an Event of Default by Provider, provided that Host complies with its obligations and does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

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

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

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within ten (10) days of when such payment was due.

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

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by Force Majeure Events, and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

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

(b) Default Damages. Upon an Event of Default by Host, Provider may require Host to pay to Provider the Early Termination Amount, sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. After Provider's receipt of such Early Termination Amount, Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

21. LIMITATIONS ON DAMAGES.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

22. DISPUTE RESOLUTION.

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

(b) Mediation. If, after negotiation, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator whom they choose together. The mediator's fee and expenses shall be paid one-half by each Party.

(c) Arbitration of Disputes.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties shall be settled by binding arbitration between the Parties conducted in Putnam County, New York, or such other location mutually agreeable to the Parties, and in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bonafide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(e) Survival of Arbitration Provisions. The provisions of this Section shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

23. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile or (v) transmitted by email as follows:

If to Host:
Haldane Central School
15 Craigsides Drive
Cold Spring, NY 10516
Phone: (845) 265-9254

If to Provider:
Monolith Solar Associates, LLC
444 Washington Street
Rensselaer, NY 12144
info@monolithsolar.com
Phone: (518) 444-2044
Fax: (518) 621-7061

24. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the State of New York, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) New York State Interconnection Requirements. This Agreement conforms with the New York State standardized interconnection requirements and application process for new distributed generators of 2 MW or less connected in parallel with utility distribution systems as required by the New York State Public Service Commission.

(c) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(d) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

(e) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(f) Assignment. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement. For purposes of this Section, transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement; provided however, with respect to Host, such surviving entity is acceptable to Financing Party in its sole discretion.

(g) Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

(h) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

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

Monolith Solar Associates, LLC

By: _____

Name (printed): _____

Title: _____

Haldane Central School District

By: *[Signature]*

Name (printed): MARK VILLARDI

Title: Superintendent

EXHIBIT A

Property Details – Description of Site/ Premises – Major System Components

Installation Address:

Craigside Rd.
Cold Spring, NY 10516

50,400 Watt Net Metered, Roof Mount Grid Tied Solar Electric System

Major Components

- (180) Trina 280 Watt Modules
- (4) Fronius 11.4-3 Inverters
- Rack system to suit

Power Utility Account Number – 7647-0443-00-3

Annual Historical Usage – 155,520 kWh

Estimate of Energy Output – The system is estimated to produce 60,480 kWh annually.
(39% of historical usage)

Data Collection –

The PV System will include a Utility Style AC meter located near the inverter. This meter will provide a method of recording total energy generated by the PV system.

Monolith agrees to collect and report readings from the system every 3 months or as required by NYSERDA for a period of 3 years.

EXHIBIT B

PAYMENT SCHEDULE – ENERGY PURCHASE RATES

SCHEDULE OF CHARGES

MONOLITH and HOST agree as follows:

The total charges payable by Host under the Power Purchase Agreement are as set forth in this Schedule.

RATE:

The Cost per kWh will be 25% less than the total of kWh charges by the Customer's Utility Provider(s). Customer basis rate will be calculated on the date of system commissioning using the average of the total kWh charges for the previous twelve (12) months as obtained from the Utility(s) provider billings. If demand is eliminated or reduced, a cost for such reduction will be calculated per kW consumed.


ANNUAL ADJUSTMENT:

An adjustment, up or down, will be made each year during the month of January. The annual percentage change in Customer rate shall reflect the percentage change in the NYS PSC published customer specific annual rate averages for electricity based on the customer's rate class (e.g. SC1, SC2, SC3 rate classes). Both the Customer and Monolith shall have the right up to two (2) times per year to request a rate review from Customer's Utility Billings for the previous twelve (12) months.

BILLING:

Monolith shall provide invoices and shall indicate the source and calculation of each variable set forth in a manner that allows the Host to readily confirm the accuracy and appropriateness of each invoice.

Example Calculation: Monthly Payment = Electricity Generated (kWh) * Cost per kWh

HOST


Signature

MONOLITH SOLAR ASSOCIATES

Signature

Mark Villanti

Name (Print)

Name (Print)

6/21/13

Date

Date

EXHIBIT C

APPLICABLE SOLAR PROGRAM
NYSERDA - PON 2112

The New York State Energy Research and Development Authority (NYSERDA) provides an incentive per watt (DC) to eligible installers for the installation of approved, grid-connected photovoltaic (PV) systems. The maximum capacity supported by the program is 50 kW for non-residential systems. Incentives are only available to eligible installers, and incentives must be passed on in full to customers. PV systems must be sized to meet specific site energy needs (local load or demand) and may not exceed 110% of the demonstrated energy demand for the site, taking into account any other on-site electrical power generation systems. Incentive levels will be reduced in proportion to potential output losses of greater than 20%. NYSERDA will hold the title to renewable energy credits (RECs) associated with the system's energy production for a period of three years, after which REC ownership will revert to the customer/generator.


In the event that Incentives are rejected due to Customer's material breach of this Agreement the customer will be responsible for the total amount of the incentive not paid by NYSERDA and shall pay said balance to Installer. The Customer acknowledges that the expected NYSERDA incentive has been deducted from the total cost of the Photovoltaic System to be installed by Installer as a means to reduce the cash outlay by the Customer. The incentive payments will be paid directly to Monolith Solar to reimburse them for the deduction of said incentives from the total cost of the system.

Once the NYSERDA application is approved (approximately 4 to 8 weeks) work shall typically commence within 90 days from written NYSERDA approval.

Payment and NYSERDA's right to make inspection visits

100% of NYSERDA rebates/payments will be passed on to the benefit of the customer. Customer and Installer recognize that NYSERDA will not make any payments without proof that all required permits and approvals have or will have been obtained by the time of ordering of equipment and that all requirements have been met.

Customer agrees that NYSERDA shall have the right to make a reasonable number of site visits to the customer's premises during and after the installation of the PV system up to 12 months following the completion of the project. Any visits will be at a time convenient to the Customer and made with at least a one week advance notice to the customer by NYSERDA. Installer and customer will receive copies of written reports summarizing the results of the inspections.

HOST


Signature
Mark Villanti

Name (Print)
6/21/13

Date

MONOLITH SOLAR ASSOCIATES

Signature

Name (Print)

Date

**Attachment B
PON 2112 – SOLAR PV PROGRAM
INCENTIVE APPLICATION FORM**



Rev. 8

Installer Name Mark Fobare Installer # 4362 NEIS# (For NYSERDA use) _____

Installer Email mark.fobare@monolithsolar.com Cell Phone No. (518)444-2044

Contractor Monolith Solar Associates, LLC

Customer Name Haldane Central School District (A) Customer Phone No. (845) 265-9254

Installation Address Craigside Rd. City Cold Spring

Municipality (if different from City) _____ State NY Zip 10516 Customer Email _____

Mailing Address (if different from Installation address) _____

City _____ State _____ Zip _____

Utility Service Territory NYSEG Expected Date of Installation _____ Expected Date of Interconnection _____

Is this a Lease or Power Purchase Agreement? No (If no, use Attachment E) Yes (If yes, use Attachment E-1)

Customer sector type Residential Commercial

Customer sub-sector Single Family Residence 2-4 Family Residential Multifamily Agricultural
 Educational Municipality Government Industrial Other _____

Type of building Existing New Construction Remote Net Metering Yes No

This application is NYC Fire Code Section 504.4 Compliant _____ (or) This project is not in NYC _____ (please check one)

Equipment/Costs

Mfg/Model of Modules	_____	Quantity	_____	Cost	\$ _____
Mfg/Model of Modules	_____	Quantity	_____	Cost	\$ _____
Mfg/Model of Inverter (s)	_____	Quantity	_____	Cost	\$ _____
Mfg/Model of Inverter (s)	_____	Quantity	_____	Cost	\$ _____
Balance of System					\$ _____
Installation/Labor Cost					\$ _____
Other					\$ _____
Maintenance Cost/Insurance (associated with Attachment E-1 only)					\$ _____
TOTAL COST BEFORE NYSERDA INCENTIVE					\$ _____

NYSERDA INCENTIVE (round to the nearest \$) \$ _____

Inverter Efficiency _____ Orientation _____ Tilt _____

Total System Production (DC at STC) _____ kW Total System Production AC _____ kW

Customer's Annual Electric usage (kWh) _____ Expected Annual kWh Produced by system _____

Annual Electrical Offset Associated with the PV System _____ % (Must not be greater than 110%)

TSRF _____

_____ Check here if total sq. ft. of PV array exceeds 4,000 sq. ft., and a short Environmental Assessment Form will need to be submitted.

REQUIRED APPLICATION DOCUMENTATION

Each Incentive Application must include all documentation listed on the attached checklist.

If batteries are part of this system, what is their capacity? _____

CERTIFICATION STATEMENT:

I certify that all information provided in this application, including worksheets, analysis, permits and approvals, is true and correct to the best of my knowledge.

***If executed by Installer, Installer and Contractor certify that Installer is authorized by Contractor to do so.**

Installer*or Contractor Signature _____ Date _____

Print Name _____

Customer Signature Mark Villanti Date 4/20/17

Print Customer Name Mark Villanti

NYSERDA USE ONLY

Vendor #	_____	On Hold	_____
Installer Status	_____	Provisional	_____
		Full	_____
		Probationa	_____
Contractor Status	_____	Provisional	_____
		Full	_____
		Probationa	_____
Supplier Contract #	_____	Additional Information Requested	
Purchase Order #	_____	First	Date _____
		Second	Date _____
		Final	Date _____
Received	Date _____		
Initial Review	Date _____		
Pending Review	Date _____	Signed	_____

* If application amount has been changed after NYSERDA receipt, please ensure updated application is uploaded.

Notes

Please ensure updated application is uploaded in Power Clerk.

Attachment E

PON 2112 – Solar PV Program

Rev. 8

ADDENDUM to the CUSTOMER PURCHASE AGREEMENT

All Customer Purchase Agreements submitted in connection with an Application for Incentives under PON 2112 must include a fully executed copy of this Addendum to the Customer Purchase Agreement to be eligible to apply for Solar PV Program incentives. The Eligible Installer is identified below as “Installer”, the Customer/Owner is identified below as “Customer,” and the Eligible Installer’s Contractor is identified as the “Contractor.” Once executed by Contractor and Customer this Addendum shall be incorporated into and shall become part of the Agreement.

Attorney Consultation: This Agreement is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

Solar PV Program incentives are only available for the installation of new equipment and PV Systems that have not been installed (partially or completely) prior to NYSERDA approval of the Incentive Application. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer’s cost via a corresponding reduction in Customer’s Total System Cost. Incentive Payment Request Form must be signed by the Installer and/or Contractor and Customer. The NYSERDA Solar PV incentive for this PV System is anticipated to be \$ _____.

Review of System Design: NYSERDA will review the design of the PV System considering issues including, but not limited to, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Incentive Application is contingent on adherence to the proposed system design. Installers must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

All potential system output losses (after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. may not exceed 20% of optimal system output to receive the full incentive. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until the obstructions are removed and a new shading analysis and photos have been submitted and reviewed by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

Qualified Customers: Incentives are available to electricity distribution customers of Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who contribute to the Renewable Portfolio Standard/System Benefits Charge (sometimes referred to as “RPS/SBC” as a line item on utility electric bills).

Warranty: Both the Eligible Installer and the Contractor shall offer a full/transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after the Eligible Installer/Contractor” has completed the installation and NYSERDA’s final approval has been provided. This warranty covers all components of the system against breakdown or degradation in electrical output of more than ten percent from their original rated electrical output. This warranty covers the full cost, including labor and repair or replacement of defective components or systems. If a battery back-up is installed under this Agreement, the Eligible Installer and the Contractor” shall offer a full warranty to the purchaser for the battery system for a period of 2 years

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after installation. This warranty covers the battery system against breakdown and covers the full costs, including labor and repair or replacement of the battery.

RENEWABLE PORTFOLIO STANDARD (RPS) ATTRIBUTES: Orders issued by the NYS Public Service Commission provide that the RPS Program will support and promote an increase, to 30%, of the percentage of the energy consumed in NYS that comes from renewable sources. When assessing and reporting on progress towards that goal, or on the composition of the energy generated and/or consumed in NYS, NYSEDA and the NYS Department of Public Service will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program to any party or system outside of New York State.

Data Monitoring and Reporting: For a period of three years, either the Installer/Contractor _____ or Customer _____ [Please designate and initial] must take readings measuring the energy generation of the PV System every six months. Although the Customer may be responsible for taking meter readings, all meter readings must be submitted directly into PowerClerk by the Contractor every six months.

Quality Control: For quality control purposes, all parties including the Customer must provide NYSEDA or its representative with reasonable access to the PV System for inspection purposes. Final incentive payment may be contingent on NYSEDA inspection of the installed PV System.

Publicity and Site Events: Customers and Installers are required to collaborate with NYSEDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System. NYSEDA is authorized to use PV System photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.state.ny.us) and with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Installer has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

Net Metering: Customers are encouraged to consult with their local utility regarding eligibility for net metering.

Cost Estimate/Total System Price: The Customer has relied upon the Installer/ Contractor to include any and all costs associated with the complete installation of the proposed PV system in the Customer Purchase Agreement. If additional costs are sought from the Customer, the Customer Purchase Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under this Agreement, less any reasonable site visit fees charged by the Contractor."

Incentive Estimate: If the Installer/ Contractor does not submit a completed Incentive Application to NYSEDA, or if the Incentive Application (a) is not approved by NYSEDA or (b) if NYSEDA approves a lower incentive, the Customer may terminate this Customer Purchase Agreement without penalty and seek a full refund of any deposit paid to Installer or costs he or she incurred under this Customer Purchase Agreement, less any reasonable site visit fees charged by the Contractor.

PV system completion/commissioning: The Contractor/Installer agrees to complete the installation of the PV system, and request all necessary inspections, within 210 days of NYSEDA's approval of the Incentive Application. Unless written approval of an extension has been issued by NYSEDA, the "Contractor" will be required to return any and all incentive payments to NYSEDA if this milestone has not been met.

ADDENDUM to the CUSTOMER PURCHASE AGREEMENT

Clipboard Audit: The Installer/ Contractor agrees to complete a clip board audit consisting of two main components: an interview of the home/building owners to ascertain energy use habits and the age of the building, and an inspection of the building to identify potential energy efficiency measures, especially low- and no-cost measures that could reduce the electricity load of the building. This would include an inspection of the hard-wired lighting systems and free-standing light fixtures, appliance ages and whether they are ENERGY STAR, the presence of advanced power strips for consumer electronics, existence of “vampire loads” related to consumer electronics and battery chargers, use of programmable thermostats or timers for air conditioners, age and condition of the doors and windows, and inquiries to the owner regarding any recent installation of insulation. The PV installer would conclude the audit with a homeowner debriefing. The installer would leave a copy of the inspection form with the owner at the end of the inspection. The form will include a description of the home, recommendations of changes to reduce electric consumption, and easy fixes the homeowner can do. The installer will also leave a list of Home Performance Contractors that could install more complex energy efficiency measures, informational brochures informing the owner of the details of utility or NYSERDA energy efficiency programs available to home owner, and a brochure of low cost/no cost tips for reducing energy consumption. The inspection should last no more than 60 minutes. Customers will not be required to implement energy efficiency measures as a pre-requisite of receiving a PV incentive.

Non Residential Energy Assessment: The Contractor/Installer will provide non-residential building owners with information on Energy Star’s Portfolio Manager Benchmarking Tool or other equivalent tool and, if requested by the building owner, assist them to enter utility bill information into the Tool in order to produce an EUI (Energy use index)⁶ and, where applicable, an Energy Star score. The installers should also provide informational brochures on NYSERDA and utility energy efficiency programs. Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving a PV incentive.

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at <http://www.dec.ny.gov/lands/5341.html> This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). <http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf>

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information:
http://www.ag.ny.gov/bureaus/consumer_frauds/tips/home_improvements.html

The NYS Consumer Protection Board offers additional information with the following publications:
http://www.nysconsumer.gov/pdf/home_improvement_brochure.pdf

Communication with Customer: Installer, Company and Customer agree that NYSERDA may, at NYSERDA’s discretion, communicate by voice and/or written format with any PV System Customer with respect to any matter relevant to a proposed or installed PV System. Such communications may be in reply to an inquiry from a Customer or at NYSERDA’s initiation.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Eligible Installer; or (2) guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by an Eligible Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the solar generation systems or the adequacy or safety of such measures.



Attachment E

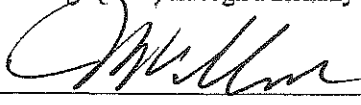
PON 2112 – Solar PV Program

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ADDENDUM to the CUSTOMER PURCHASE AGREEMENT

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand the above information and requirements and agree to abide by them. NYSERDA will not accept an application from an Installer/Contractor if the date of the signed Agreement with the Customer is more than 30 days prior to submittal.

Customer: By signing below, the Customer agrees that the site contributes to the Renewable Portfolio Standard (RPS)/ System Benefits Charge (SBC) through a monthly electric utility bill.

Customer Signature 

Print Name MARK VILLANTI

Date 2/22/13

Contractor Signature _____

Print Name _____ Date _____

If executed by Installer, Installer and Contractor certify that Installer is authorized by Contractor to do so.

NON-RESIDENTIAL AUDIT

DATE 6/21/13

INSTALLER NAME/COMPANY NAME Monolith Solar Associates, LLC

CUSTOMER NAME Haldane Central School District (A)

All commercial recipients of NYSERDA PON 2112 incentives must receive information on the ENERGY STAR'S Portfolio Manager Benchmarking Tool or other equivalent tool. Please review the material to determine if you will require additional assistance. Acknowledge receipt of this information by initialing this document below.

Eligible Installers shall provide non-residential building owners with information on ENERGY STAR'S Portfolio Manager Benchmarking Tool, or other equivalent tool; and if requested by the building owner, will help them enter utility bill information into the Tool in order to produce an EUI (Energy use index) and where applicable, an ENERGY STAR score. Eligible Installers shall also provide informational brochures on NYSERDA and utility energy efficiency programs.

Customers will not be required to benchmark or implement energy efficiency measures as a prerequisite to receiving a PV incentive. The building owner must sign acknowledging that the information was received. A copy of the signed acknowledgement must accompany the application and be uploaded into Powerclerk.

The links below are to Energy Efficiency programs that are available through the EPA and NYSERDA and your local utility company.

http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager

<http://www.nysesda.org/programs/energyaudit.asp>

<http://www.nysesda.org/programs/flextech.asp>

Customer initial 

Installer/Company initial _____



monolith

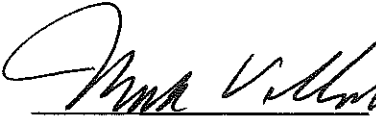
Authority to Act as an Agent

TO: NYSEG

I, Mark Villanti of Haldane Central School (A), account #7647-0443-00-3, hereby authorize **Monolith Solar Associates, LLC** to act as my Agent as permitted in the New York State Standardized Interconnection Requirements. I further authorize you to release to **Monolith Solar Associates, LLC** my account information for the prior twelve months, including electrical usage and demand history. **Monolith Solar Associates LLC** will use this information for the purposes of designing and installing my photovoltaic system, obtaining NYSERDA funding incentives on my behalf, and establishing utility interconnection agreements, proper metering, and approvals.

Solar PV Installation address: Craigside Rd. Cold Spring, NY 10516

Customer FEIN (Federal Tax ID#) 14-6001816

Signed  Date 6/21/13

Print Name Mark Villanti

Title Superintendent

APPENDIX A

NEW YORK STATE
STANDARDIZED CONTRACT
FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS
WITH CAPACITY OF 2 MW OR LESS CONNECTED IN PARALLEL WITH
UTILITY DISTRIBUTION SYSTEMS

Customer Information:

Name: Haldane Central School (A)

Address: Craigside Rd. Cold Spring, NY

Telephone: (845)265-9254

Fax: _____

Email: _____

Utility Information:

Name: NYSEG

Address: 18 Link Dr Binghamton, NY

Telephone: 1-800-572-1111

Fax: _____

Email: _____

Unit Application/File No. _____

Utility Account Number: 7647-0443-00-3

DEFINITIONS

Dedicated Facilities means the equipment and facilities on the Utility's system necessary to permit operation of the Unit in parallel with the Utility's system.

Delivery Service means the services the Utility may provide to deliver capacity or energy generated by Customer to a buyer to a delivery point(s), including related ancillary services.

"Net energy metering" means the use of a net energy meter to measure, during the billing period applicable to a customer-generator, the net amount of electricity supplied by an electric corporation and provided to the corporation by a customer-generator.

"SIR" means the New York State Standardized Interconnection Requirements for new distributed generation units with a nameplate capacity of 2 MW or less connected in parallel with the Utility's distribution system

"Unit" means the distributed generation Unit with a nameplate capacity of 2 MW or less located on the Customer's premises at the time the Utility approves such Unit for operation in parallel with the Utility's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the Customer makes physical alterations to the Unit that do not result in an increase in its nameplate generating capacity. The nameplate generating capacity of the Unit shall not exceed 2 MW, except for fuel cell electric generating units which shall not exceed 1.5 MW and farm waste generating units shall not exceed 1.0 MW.

I. TERM AND TERMINATION

1.1 Term: This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated.

1.2 Termination: This Agreement may be terminated as follows:

- a. The Customer may terminate this Agreement at any time, by giving the Utility sixty (60) days' written notice.
- b. Failure by the Customer to seek final acceptance by the Utility within twelve (12) months after completion of the utility construction process described in the SIR shall automatically terminate this Agreement.
- c. Either Party may, by giving the other Party at least sixty (60) days' prior written notice, terminate this Agreement in the event that the other Party is in default of any of the material terms and conditions of this Agreement. The terminating Party shall specify in the notice the basis for the termination and shall provide a reasonable opportunity to cure the default.
- d. The Utility may, by giving the customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Customer's non-compliance with an upgrade to the SIR, unless the Customer's installation is "grandfathered," shall constitute good cause.

1.3 Disconnection and Survival of Obligations: Upon termination of this Agreement the Unit will be disconnected from the Utility's electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

1.4 Suspension: This Agreement will be suspended during any period in which the Customer is not eligible for delivery service from the Utility

II. SCOPE OF AGREEMENT

2.1 Scope of Agreement: This Agreement relates solely to the conditions under which the Utility and the Customer agree that the Unit may be interconnected to and operated in parallel with the Utility's system.

2.2 Electricity Not Covered: The Utility shall have no duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into the Utility's System unless the system is net metered as described in Public Service Law Sections 66-j or 66-l.

III. INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

3.1 Compliance with SIR: Subject to the provisions of this Agreement, the Utility shall be required to interconnect the Unit to the Utility's system, for purposes of parallel operation, if the Utility accepts the Unit as in compliance with the SIR. The Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the SIR.

3.2 Observation of the Unit - Construction Phase: The Utility may, in its discretion and upon reasonable notice, conduct reasonable on-site verifications during the construction of the Unit. Whenever the Utility chooses to exercise its right to conduct observations herein it shall specify to the Customer its reasons for its decision to conduct the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs 3.3 and 3.4.

3.3 Observation of the Unit - Ten-day Period: The Utility may conduct on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) business days after system installation. The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the verification test. The applicant must have complied with and must continue to comply with all contractual and technical requirements.

3.4 Observation of the Unit - Post-Ten-day Period: If the Utility does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Customer will send the Utility within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, the Utility will either issue to the Customer a formal letter of acceptance for interconnection, or may request that the applicant and utility set a date and time to conduct an on-site verification of the Unit and make reasonable inquiries of the Customer, but only for purposes of determining whether the verification tests were properly performed. The Customer shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

3.5 Observation of the Unit - Operations: The Utility may conduct on-site verification of the operations of the Unit after it commences operations if the Utility has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of the Utility's Retail Electric Tariff relating to the verification of customer installations generally.

3.6 Costs of Dedicated Facilities: During the term of this Agreement, the Utility shall design, construct and install the Dedicated Facilities. The Customer shall be responsible for paying the incremental capital cost of such Dedicated Facilities attributable to the

Customer's Unit. All costs associated with the operation and maintenance of the Dedicated Facilities after the Unit first produces energy shall be the responsibility of the Utility.

IV. DISCONNECTION OF THE UNIT

4.1 Emergency Disconnection: The Utility may disconnect the Unit, without prior notice to the Customer (a) to eliminate conditions that constitute a potential hazard to Utility personnel or the general public; (b) if pre-emergency or emergency conditions exist on the Utility system; (c) if a hazardous condition relating to the Unit is observed by a Utility inspection; or (d) if the Customer has tampered with any protective device. The Utility shall notify the Customer of the emergency if circumstances permit.

4.2 Non-Emergency Disconnection: The Utility may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Utility equipment or equipment belonging to other customers of the Utility; (c) the Unit adversely affects the quality of service of adjoining customers.

4.3 Disconnection by Customer: The Customer may disconnect the Unit at any time.

4.4 Utility Obligation to Cure Adverse Effect: If, after the Customer meets all interconnection requirements, the operations of the Utility are adversely affecting the performance of the Unit or the Customer's premises, the Utility shall immediately take appropriate action to eliminate the adverse effect. If the Utility determines that it needs to upgrade or reconfigure its system the Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Customer and the Utility.

V. ACCESS

5.1 Access to Premises: The Utility shall have access to the disconnect switch of the Unit at all times. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), the Utility shall have access to the Premises.

5.2 Utility and Customer Representatives: The Utility shall designate, and shall provide to the Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Customer to report an emergency and obtain the assistance of the Utility. For the purpose of allowing access to the premises, the Customer shall provide the Utility with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Utility Right to Access Utility-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Customer shall allow the Utility access to the Utility's equipment and facilities located on the Premises. To the extent that the Customer does not

own all or any part of the property on which the Utility is required to locate its equipment or facilities to serve the Customer under this Agreement, the Customer shall secure and provide in favor of the Utility the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

VI. DISPUTE RESOLUTION

6.1 Good Faith Resolution of Disputes: Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

6.2 Mediation: If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) business days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current CPR Institute for Dispute Resolution Mediation Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The Parties agree to participate in good faith in the mediation for a period of up to 90 days. If the Parties are not successful in resolving their disputes through mediation, then the parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this Agreement.

6.3 Escrow: If there are amounts in dispute of more than two thousand dollars (\$2,000), the Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Utility an appropriate irrevocable standby letter of credit in lieu thereof.

VII. INSURANCE

7.1 The Customer is not required to provide general liability insurance coverage as part of this Agreement, the SIR, or any other Utility requirement. Due to the risk of incurring damages however, the Public Service Commission recommends that every distributed generation customer protect itself with insurance.

7.2 Effect: The inability of the Utility to require the Customer to provide general liability insurance coverage for operation of the Unit is not a waiver of any rights the Utility may have to pursue remedies at law against the Customer to recover damages.

VIII. MISCELLANEOUS PROVISIONS

8.1 Beneficiaries: This Agreement is intended solely for the benefit of the Parties hereto, and if a Party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

8.2 Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent

jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

8.3 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or understandings, whether verbal or written.

8.4 Waiver: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8.5 Applicable Law: This Agreement shall be governed by and construed in accordance with the law of the State of New York.

8.6 Amendments: This Agreement shall not be amended unless the amendment is in writing and signed by the Utility and the Customer.

8.7 Force Majeure: For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

8.8 Assignment to Corporate Party: At any time during the term, the Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Customer obtains the consent of the Utility. Such consent will not be withheld unless the Utility can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Customer under this Agreement.

8.9 Assignment to Individuals: At any time during the term, the Customer may assign this Agreement to another person, other than a corporation or other entity with limited

liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Unit.

8.10 Permits and Approvals: Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Unit during the term of this Agreement.

8.11 Limitation of Liability: Neither by inspection, if any, or non-rejection, nor in any other way, does the Utility give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

ACCEPTED AND AGREED:

Customer Signature: 

Printed Name: Mark Villenti

Title: Superintendent

Date: 6/21/13

Utility Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX B

NEW YORK STATE STANDARDIZED APPLICATION
FOR ATTACHMENT OF INVERTER BASED PARALLEL
GENERATION EQUIPMENT
TO THE ELECTRIC SYSTEM OF

Utility: NYSEG _____

Customer:

Name: Haldane Central School (A) Phone: () (845) 265-9254
Fax: () _____
Email: _____

Address: Craigside Rd. Cold Spring, NY Municipality: _____

Utility Account Number: 7647-0443-00-3 Utility Meter No.: 21408181

Agent (if any):

Name: Monolith Solar Associales Phone: () (518) 444-2044
Fax: () (518) 621-7061
Email: jen.hoeffner@monolithsolar.com

Address: 444 Washington St. Rensselaer, NY Municipality: _____

Consulting Engineer or Contractor:

Name: Monolith Solar Associates Phone: () (518) 444-2044
Email: jen.hoeffner@monolithsolar.com
Fax: () (518) 621-7061

Address: 444 Washington St.
Rensselaer, NY 12144

Existing Electric Service:

Capacity: _____ Amperes Voltage: _____ Volts
Service Character: () Single Phase () Three Phase

Location of Protective Interface Equipment on Property:
(include address if different from customer address)

Energy Producing Inverter Information:

Total AC Nameplate Rating of All Inverters: _____

Inverter

Inverter or _____, to UL 1741 (most Current version)
() Yes () No; attach product literature

Manufacturer: _____ Model: _____

Quantity: _____

Rating per inverter: _____ kW

Type: _____ () Forced Commutated () Line Commutated () Utility Interactive () Stand Alone

Rated Output: _____ Amps _____ Volts

Ramp Rate:

Method of Grounding () Grounded () Ungrounded

Quantity of Inverters _____

If there is more than one inverter of different types or manufacturers please provide information on separate sheet.

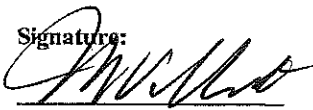
If Applicable:

Step Up Transformer Winding Configuration: Wye-Wye () Wye-Delta () Delta – Wye ()

Other existing DG such as stand-by emergency generators, other renewable technologies, microturbines, hydro, fuel cells, battery storage, etc. () Yes () No.

If Yes provide information about existing generation on separate sheet and include detail on one-line diagram.

Signature:



CUSTOMER/AGENT SIGNATURE

Superintendent

TITLE

6/21/13

DATE