

## RENEWABLE ENERGY CERTIFICATE FORWARD SALES AGREEMENT

This Renewable Energy Certificate Forward Sales Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Massachusetts Technology Park Corporation, an independent public instrumentality of the Commonwealth of Massachusetts, doing business as the Massachusetts Technology Collaborative ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Purchaser") (hereinafter each of the Seller and Purchaser shall be referred to individually as a "Party" and, collectively, as the "Parties".)

WHEREAS, attributes of renewable energy produced from qualified renewable energy sources are commonly documented as renewable energy certificates;

WHEREAS, Seller and Purchaser respectively desire to mitigate or hedge against certain price and availability risks in the purchase and sale of renewable energy certificates by presently entering into this Agreement for the sale and purchase of Certificates (as defined in Section 1 below) on a forward basis;

WHEREAS, pursuant to an existing contract between Seller and the Qualified Certificate Generator (as defined in Section 1 below), Seller is either obligated or entitled to purchase Certificates from the Qualified Certificate Generator during the term of this Agreement; and

WHEREAS, in the event the Qualified Certificate Generator actually produces and delivers Certificates to Seller and Seller pays for such Certificates, Seller shall at that time become the title owner of the Certificates which may in turn be transferred to Purchaser pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and obligations contained herein, the Parties hereto agree as follows:

1. **Definitions.** All capitalized terms not defined in this Section 1 or elsewhere in this Agreement shall have the meanings set forth in Massachusetts General Laws Chapter 164, Massachusetts General Laws Chapter 25A or the Commonwealth of Massachusetts Regulations, 225 CMR 14.00.:
  - (a) *Prime Rate.* The Prime Rate announced from time to time by Bank of America or its successors as its prime rate.
  - (b) *Massachusetts Renewable Portfolio Standard ("RPS").* The regulatory requirements set forth in Massachusetts General Laws Chapter 25A, Section 11F, and promulgated at 225 CMR 14.00, requiring that a minimum percentage of electrical energy sold to end-use customers in the Commonwealth of Massachusetts by electricity suppliers must be produced from a Massachusetts-Qualified Renewable Energy Generating Facility.
  - (c) *New England Generation Information System ("NE-GIS").* The generation information database and system established by the New England Power Pool to account for and track the attributes associated with electrical output generated and/or sold within New England, or its successor.
  - (d) *Qualified Renewable Energy Generating Facility.* An electric generating facility that meets (i) the requirements of the Massachusetts Renewable Portfolio Standard, or (ii) the regulations or laws of any state or other government entity, as listed on Table B1 of Exhibit B of this Agreement. For purposes of this Agreement, the Qualified Renewable Energy Generating Facility is the Chicopee Landfill-Gas-to-Energy Units 1, 2, and 3, with Massachusetts Renewable Portfolio Standard ("RPS") Identification Numbers of LG-1008-02, LG-1009-02, and LG-1010-02, respectively.
  - (e) *Qualified Certificate Generator.* The legal entity that owns and operates a Qualified Renewable Energy Generating Facility and that is the counter-party to a contract with Seller, whereby Seller is entitled to purchase or is obligated to purchase the Certificates which are the subject of this Agreement. For purposes of this Agreement, the Qualified Certificate Generator is **Ameresco Generation LLC, 111 Speen Street, Suite 410, Framingham, Massachusetts.**

- (f) *Certificate*. The electronic record of electric generation attributes (except the actual electrical energy) associated with each MWh of energy generated by the Qualified Certificate Generator at the Qualified Renewable Energy Generating Facility and recorded in the NE-GIS. Certificates are deemed to come into existence at the point that output from a generating facility is metered and which are verified and issued by the applicable Certification Authority. Specific attributes captured on certificates are described in Appendix 2.4 of the New England Power Pool Generation Information System Operating Rules (“NE-GIS Operating Rules”).
- (g) *Certification Authority*. A governmental body or other accredited entity responsible for verifying and certifying renewable energy certificates based on applicable generation data as specified in Exhibit A. The Certification Authority may be a regional Independent System Operator (“ISO”), a regional transmission organization (“RTO”), a generation information system (“GIS”), or governmental regulatory authority.
- (h) *Certificate Termination Date*. The date upon which the Certification Authority stipulates that the Certificates are no longer eligible for sale, trade, banking or credit.
- (i) *Certificate Trading Periods*. The periods in which a Certification Authority permits the sale or trade of Certificates as specified in Exhibit A.
- (j) *Transfer Date*. The date within the applicable Certificate Trading Period, as listed in Exhibit A, on which the Seller is scheduled to transfer Certificates to the Purchaser's (a) NE-GIS Retail Load Serving Entity Account (the “LSE Account”) (preferably into the appropriate Retail LSE Retail sub-account for Massachusetts RPS compliance or voluntary consumer “green” choice program), or (b) into the appropriate Trader Account.
- (k) *Expected Certificate Volume*. The number of Certificates expected to be received by Seller from the Qualified Certificate Generator over the course of the relevant Certificate delivery compliance period(s) set forth in the Certificate purchase agreement between Seller and the Qualified Certificate Generator, and as specifically set forth in Exhibit B, Table B3.
- (l) *Certificate Generation Period*. The annual Certificate generation periods set forth on Exhibit B, Table B-2.
- (m) *Total Quarterly Certificate Volume*. The lesser of (i) the total number of Certificates actually generated from the Qualified Renewable Energy Generating Facility (as described above) in any Quarterly Certificate Generation Period attributable for sale to each of the respective Purchasers in the subsequent Certificate Trading Period; and (ii) the Total Certificate Volume in each Certificate Generation Period divided by four.
- (n) *Total Certificate Volume*. The total number of Certificates being sold to all Purchasers in the aggregate, pursuant to the Certificates auction conducted on May 2, 2007, as represented on Exhibit B, Table B2, identified as Lots 1a-1c. For purposes of this Agreement, the Total Certificate Volume is 5,000 Certificates.
2. Purchase and Sale of Certificates. Subject to the terms and conditions of this Agreement, including but not limited to Section 4(c), within the Certificate Trading Period(s) as listed on Exhibit A attached hereto, Seller hereby agrees to sell to the Purchaser, free and clear of all claims, liens, security interests and encumbrances of every kind, nature and description, and the Purchaser hereby agrees to purchase, acquire and receive from Seller, the Certificates of the type, in a quantity, and for the price (“Certificate Purchase Price”) set forth in Exhibit B. Seller may not retain any Certificates it receives that are attributable to a Certificate Generation Period until after it has fulfilled its Total Quarterly Certificate Volume sale and delivery obligations to the Purchaser from Certificates generated in any such Certificate Generation Period. Seller shall deliver Certificates to Purchaser in the Certificate Trading Period commencing immediately subsequent to the preceding Certificate Generation Period. Any Certificates received by Seller in excess of the Total Certificate Volume shall belong to the Seller free and clear of any claims by the Purchasers.

3. Terms of Payment and Transfer of Certificates.

- (a) *Creditworthy Purchaser.* In the event the Purchaser meets the credit quality requirements set forth in Section 8(c) of this Agreement, any and all sums due Seller from Purchaser for the transfer of Certificates, as stipulated on Exhibit B, shall be due and payable by Purchaser within 5 business days after Purchaser's receipt of an invoice for payment from Seller (the "Creditworthy Payment Due Date") at the beginning of each Certificate Trading Period in which MTC receives Certificates attributable for sale. Seller shall transfer the Certificates into Purchaser's LSE Account or Trader Account within 10 business days of Seller's receipt of full payment of the invoice, contingent upon delivery by the Qualified Certificate Generator and Seller's receipt of the Certificates from the Qualified Renewable Energy Generation Facility (the "Actual Transfer Date"). Payments shall be made by electronic funds transfer to the account of the Seller as designated on Schedule 1. Any amounts due from Purchaser and not paid to Seller by the Creditworthy Payment Due Date shall accrue interest at the rate per annum equal to two percent (2%) above the Prime Rate in effect on the Creditworthy Payment Due Date. In accordance with the acceptance procedures of the NE-GIS, the Purchaser must acknowledge the Seller's transfer of Certificates to their LSE Account or Trader Account within 5 days from the Actual Transfer Date (the "Acceptance Date").
- (b) *Non-Creditworthy Purchaser.* In the event the Purchaser does not meet the credit quality requirements set forth in Section 8(c), and does not provide Seller with either (i) a letter of credit acceptable to Seller in the sole exercise of Seller's discretion and in an amount sufficient to guaranty payment of the full Certificate Purchase Price, or (ii) a guaranty in a form acceptable to Seller in the sole exercise of its discretion from a parent or subsidiary of Purchaser that meets the credit quality requirements set forth in Section 8(c) and is sufficient to guaranty payment of the full Certificate Purchase Price, then the full Certificate Purchase Price due Seller from Purchaser for the transfer of Certificates, as stipulated in Exhibit B, shall be due and payable by Purchaser within 30 days of the Purchaser's receipt of a fully executed copy of this Agreement (the "Non-Creditworthy Payment Date"). For amounts due for compliance years 2008 and 2009, Seller will discount the amount due on its invoice to Purchaser by the U.S. Treasury zero-coupon bond interest rates for one year and two years from the contracting date, respectively to 2008 and 2009 amounts due, as reported on the most recently available Federal Reserve Board Schedule H15 release. Subject to the limitations set forth in Section 4(c), Seller shall transfer the Certificates into Purchaser's LSE Account or Trader Account within 10 business days of the Transfer Date (the "Actual Transfer Date"). Payments shall be made by electronic funds transfer to the account of the Seller as designated on Schedule 1. Any amounts due from Purchaser and not paid to Seller by the Non-Creditworthy Payment Due Date shall accrue interest at the rate per annum equal to two percent (2%) above the Prime Rate in effect on the Non-Creditworthy Payment Due Date. In the event of a Certificate Capacity Reduction (as defined in Section 4(c)) after payment has been made to Seller pursuant to this Section 3(b), Seller shall refund to Purchaser an amount equal to the number of Unproduced Certificates multiplied by the price per Certificate set forth on Exhibit B, Table B2, hereto.

4. Failure to Provide Agreed Upon Certificates.

- (a) Subject to the provisions of Section 4(c) below, in the event that the Seller fails to provide some or all of the Certificates as set forth in Exhibit B, the Seller shall exercise commercially reasonable efforts to obtain and deliver to Purchaser replacement renewable energy certificates acceptable to Purchaser of equal vintage and amounts (the "Replacement Certificates"). In the event that Seller is unable to obtain and deliver Replacement Certificates, Seller shall pay to the Purchaser the positive amount, if any, equal to the product of (i) the remaining Certificates to be transferred under this Agreement and (ii) the positive difference, if any, of the aggregate replacement purchase price (the "Replacement Purchase Price") for a quantity of Certificates of the same Certificate Generation Period, as specified in Exhibit B less the Certificate Purchase Price. The Replacement Purchase Price shall be determined based upon either (iii) the average of the actual prices paid by the Purchaser in purchasing the quantity and generation period of Certificates specified in Exhibit B after the termination of this Agreement, or (iv) the Massachusetts RPS Alternative Compliance Payment (the "ACP Payment") amount, if no such purchase of a quantity of Certificates of the same Certificate Generation Period is possible. As a condition of payment pursuant to this provision, Purchaser shall be required to verify the Replacement Purchase Price

in the form of an invoice, fully executed contract, or other generally commercially acceptable documents evidencing the purchase or the ACP Payment.

- (b) In the event that the Purchaser causes or suffers an Event of Default, the Purchaser shall pay Seller the positive amount, if any, equal to the product of (i) the remaining Certificates to be transferred under this Agreement and (ii) the positive difference, if any, of the Certificate Purchase Price less the aggregate replacement sales price (the "Replacement Sales Price") actually received by Seller for the sale to one or more replacement third party purchasers of some or all of the Certificates which are the subject of this Agreement. As a condition of payment pursuant to the foregoing provision, Seller shall be required to verify the Replacement Sales Price in the form of an invoice, fully executed contract, or other generally commercially acceptable documents evidencing the sale. If Purchaser causes or suffers an Event of Default that results in Seller's inability to effectuate a replacement sale of the Certificates which are the subject of this Agreement because of the forfeiture of Seller's Certificates upon the expiration of the applicable Certificate Trading Period, Purchaser shall be liable to Seller in an amount equal to the Certificate Purchase Price, plus interest, as calculated pursuant to the provisions of Section 3 of this Agreement (the "Event of Default Payment").
- (c) In the event that (i) the Qualified Renewable Energy Generating Facility fails to produce Certificates or (ii) suffers a partial or complete reduction in its production of Certificates (the circumstances in this Section 4(c) (i) and (ii), a "Certificate Capacity Reduction") due to either a partial or complete shutdown of the Qualified Renewable Energy Generating Facility (whether such Certificate Capacity Reduction is the result of a forced or voluntary shutdown or for any other reason which causes a Certificate Capacity Reduction) and (iii) as a result of the circumstances set forth above in (i) and/or (ii), Seller has received a quantity of Certificates from the Qualified Certificate Generator in an amount that is less than the Total Certificate Volume in each subplot (or compliance year) to be sold to Purchaser(s) pursuant to the Certificate Generation Period set forth in Exhibit B, Table B2, (the "Unproduced Certificates"), Seller (i) shall not be liable to Purchaser for money damages pursuant to Section 4(a) as a result of Seller's failure to deliver the Unproduced Certificates, (ii) Seller shall have no obligation to provide Purchaser with access to alternative Certificates or a source of alternative Certificates to meet Seller's obligations to deliver Certificates to Purchaser pursuant to this Agreement, and (iii) Seller shall have no liability of any kind to Purchaser as a result thereof. In the event that, at the conclusion of the Certificate Generation Period Purchaser has received a volume of Certificates that is less (for whatever reason) than its proportionate share of the Total Certificate Volume in each subplot, Purchaser acknowledges and agrees that it shall have no right or claim of ownership on any Certificates generated in any subsequent generation period from the Qualified Renewable Energy Generating Facility, or on any other Certificates the Seller may receive in a subsequent generation period. Purchaser agrees that records from the Qualified Certificate Generator's and Seller's NE-GIS accounts respectively are sufficient to establish the Qualified Certificate Generator's production of and delivery to MTC of Certificates, or that such generation and delivery did not occur within the Certificate Generation Period. All of the foregoing notwithstanding, Seller may (but shall have no obligation to), in the sole exercise of its discretion, use whatever means or methods Seller chooses to obtain and deliver Replacement Certificates to Purchaser.
- (d) Any sale and delivery commitments made by Seller to other purchasers in future certificate auctions of Certificates from the Qualified Generation Facility in this Agreement on a forward basis will be subordinate to the rights of delivery to the Purchaser under this Agreement.
5. **Term.** This Agreement shall be effective from the date first written above and continue in full force through the date any and all sums due Seller, including but not limited to interest accrued in accordance with Section 3, are paid in full to the Seller.
6. **Default.** In the event (each an "Event of Default") that: (i) either Party shall fail to perform the terms and conditions set forth in this Agreement; or (ii) either Party's representation, warranty or covenant contained in this Agreement shall be false or misleading in any material respect, the non-defaulting Party shall be entitled to terminate this Agreement immediately upon written notice to the defaulting party. The defaulting Party will have ten (10) days following receipt of such termination notice to cure

the Event of Default. If such Event of Default is cured to the satisfaction of the non-defaulting Party, this Agreement will be reinstated for the duration of the term of the Agreement subject to the terms contained herein. In the event that a Party: (a) becomes insolvent; (b) makes a general assignment of substantially all of its assets for the benefit of its creditors, files a petition for bankruptcy or reorganization or seeks other relief under any applicable insolvency laws; or (c) has filed against it a petition for bankruptcy, reorganization or other relief under any applicable insolvency laws and such petition is not dismissed within thirty (30) days after it is filed, then the other Party shall be entitled to terminate this Agreement immediately. Seller's failure to deliver Undelivered MGPP Certificates shall not under any circumstances be deemed an Event of Default.

7. Representations and Warranties of Seller.

- (a) *Title to Certificates.* Subject to the Qualified Renewable Energy Generating Facility's production of the Certificates and the Qualified Certificate Generator's delivery of Certificates to Seller, Seller has or will have good and marketable title to the Certificates, and will transfer such good and marketable title to Purchaser on the Actual Transfer Date, free and clear of any and all encumbrances or any other title defect of any kind or nature whether arising by operation of law, statutory or otherwise, in accordance with this Agreement.
- (b) *Authority.* The Seller has the power and authority to execute, deliver and perform this Agreement and any and all other agreements and documents to be executed and delivered in connection with this Agreement.
- (c) *Binding Effect.* The execution and delivery by the Seller of this Agreement and the performance by the Seller of its obligations hereunder will not violate any provision of any applicable law, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Seller is bound.

8. Representations and Warranties of Purchaser.

- (a) *Authority.* The Purchaser has the power and authority to execute, deliver and perform this Agreement and any and all other agreements and documents to be executed and delivered in connection with this Agreement.
- (b) *Binding Effect.* To the best knowledge of the Purchaser, the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations hereunder will not violate any provision of any applicable law, any order of any court or other agency of government, the organizational documents of the Purchaser, or any provision of any agreement or other instrument to which the Purchaser is bound.
- (c) *Credit Quality.* Purchaser represents that the contracting entity is either (i) rated as "investment grade" by at least two (2) United States Securities and Exchange Commission recognized bond rating organizations, and is therefore deemed creditworthy and subject to the payment provisions set forth in Section 3(a), or (ii) not rated in accordance with the preceding provision, and therefore non-creditworthy and subject to the payment provisions set forth in Section 3(b).

9. Massachusetts Ratepayer Benefit Requirement. If the Certificates are qualified for use under the Massachusetts Renewable Portfolio Standard, as indicated on Exhibit B, the Purchaser shall utilize the Certificates purchased pursuant to this Agreement for the sole purpose of either (a) its compliance with the Massachusetts Renewable Portfolio Standard, or (b) to fulfill demand from a voluntary renewable energy certificate sales program to Massachusetts-based customers located within an area where retail electric customers are required to pay a charge mandated by Massachusetts General Laws chapter 25, Section 20. Furthermore, Purchaser shall not use the Certificates for compliance with any other state's renewable energy compliance requirements or such state's voluntary renewable energy certificate sales programs. In order to verify Purchaser's compliance with the Massachusetts Ratepayer Benefit Requirement, Purchaser shall, for a period of two (2) years from the Acceptance Date, provide Seller (upon reasonable advance notice) with reasonable access to its documents and records relating to its purchase of Certificates pursuant to this Agreement, including but not limited to records of any re-sale of such Certificates and the identify of the final purchaser of such Certificates.

10. Warranty; Limitation of Damages. UNLESS OTHERWISE AGREED HEREIN, NEITHER PARTY SHALL BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, AND IN NO EVENT SHALL BE RESPONSIBLE FOR DAMAGES IN EXCESS OF ANY AMOUNTS RECOVERABLE UNDER SECTION 4 OF THIS AGREEMENT. THE FOREGOING DISCLAIMER OF LIABILITY SHALL BE BINDING UPON THE PURCHASER AND ANY SUCCESSOR IN TITLE, ASSIGNS, TRANSFEREES, AND ULTIMATE USERS OF THE CERTIFICATES. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR A BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.
11. Taxes. The Parties are responsible for the payment of any and all applicable taxes, government charges or levies, properly payable by the respective Parties as a result of the transactions contemplated by this Agreement.
12. Public Records Law.
- (a) *Publicity.* The Parties acknowledge that Seller is subject to the Massachusetts Public Records Law (M.G.L. c. 66), and thus any documents and other materials made or received by Seller are subject to public disclosure, including but not necessarily limited to the existence of this Agreement. Purchaser acknowledges that its identity and the Certificate Purchase Price shall be publicly disclosed by Seller in the sole exercise of Seller's discretion. The Parties acknowledge that the policies and procedures set forth in the attached Exhibit C are applicable to any documents submitted to Seller by Purchaser.
- (b) *Prior Written Consent.* Prior to either Party publicizing or disseminating any promotional materials containing the name, trademarks, logo or service marks of the other Party, the Party publicizing or disseminating such materials shall obtain the prior written consent of the other Party. The foregoing notwithstanding, Seller's written or verbal responses to public inquiries or Seller's discretionary disclosures concerning the sale of Certificates pursuant to this Agreement shall not require Purchaser's consent.
13. Dispute Resolution. The Parties will attempt in good faith to resolve any dispute concerning this Agreement or the Parties' respective obligations hereunder through an acceptable alternative dispute resolution procedure. In the event the Parties are unable to agree upon an acceptable alternative dispute resolution procedure, or following any such alternative dispute resolution procedure any dispute arising out of this Agreement remains unresolved, the Parties shall retain whatever legal remedies are available to them for resolution of the unresolved dispute.
14. Notices. All notices which may be given in connection with this Agreement shall be sent by either Party to the other Party by U.S. Certified Mail, return receipt requested, or by overnight courier service. Any such notice given to the Seller shall be addressed to:

Massachusetts Technology Park Corporation  
75 North Drive  
Westborough, MA 01581  
Attn: Ian Springsteel  
With copy to: Matthew Schemmel, Associate General Counsel

Any such notice given to Purchaser shall be addressed to:

15. Assignability. Neither Party shall assign their rights or transfer their obligations hereunder without the prior written consent of the other Party (which consent shall not be withheld unreasonably).
16. Severability. In the event that any provision of this Agreement is determined to be unenforceable or invalid under any applicable law, or is held unenforceable or invalid by any applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of any applicable law or applicable court decisions.
17. Controlling Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts. Each Party hereby expressly waives any objection to the personal jurisdiction and venue of the state or federal courts located in the Commonwealth of Massachusetts.
18. Section Headings. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to define, limit, or otherwise affect the construction of any provision hereof.
19. Entire Agreement. This Agreement completely and exclusively states the agreement of the Parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, agreements or other communications between the Parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Seller and Purchaser by their duly authorized representatives.
20. Counterpart Execution. This Agreement may be signed and delivered in counterparts with the same effect as if both Parties had signed and delivered the same copy, and when each Party has executed and delivered a counterpart, all counterparts together constitute one Agreement. Delivery of a copy of this Agreement by facsimile is good and sufficient delivery.

**IN WITNESS HEREOF**, the Parties have executed this Agreement as a document under seal by their authorized representatives as follows:

**Massachusetts Technology Park Corporation  
d/b/a Massachusetts Technology Collaborative**

***[INSERT FULL LEGAL NAME OF PURCHASER]***

By: \_\_\_\_\_  
 Name: Mitchell Adams  
 Title: Executive Director  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Exhibit A**

**NE-GIS Schedule**

The NEPOOL GIS schedule specifies four time periods within each annual Certificate generation period (the "Trading Year") when Certificates may be transferred from one entity to another (the "Trading Periods"). The Trading Periods are set forth in the table below. The creation of Certificates as well as the schedule of the Trading Periods are maintained and monitored by a Certification Authority.

<b>Certificate Generation Period (by calendar quarter)</b>	<b>NE-GIS Trading Period</b>	<b>Transfer Date</b>
Q1, 2007	July 15 to September 15, 2007	August 1, 2007
Q2, 2007	October 15 to December 15, 2007	November 1, 2007
Q3, 2007	January 15 to March 15, 2008	February 1, 2008
Q4, 2007	April 15 to June 15, 2008	May 1, 2008
Q1, 2008	July 15 to September 15, 2008	August 1, 2008
Q2, 2008	October 15 to December 15, 2008	November 1, 2008
Q3, 2008	January 15 to March 15, 2009	February 1, 2009
Q4, 2008	April 15 to June 15, 2009	May 1, 2009
Q1, 2009	July 15 to September 15, 2009	August 1, 2009
Q2, 2009	October 15 to December 15, 2009	November 1, 2009
Q3, 2009	January 15 to March 15, 2010	February 1, 2010
Q4, 2009	April 15 to June 15, 2010	May 1, 2010

**Exhibit B**  
**Certificate Sales Agreement Qualifications, Quantities and Prices**

All Certificates listed below in Table B2 were produced by a Qualified Renewable Generation Facility as certified by state regulatory authorities as marked below:

**Table B1: Certificate Qualification Status**

<input checked="" type="checkbox"/>	All requirements imposed by the applicable Massachusetts Renewable Portfolio Standard (225 CMR 14.00) as a "new renewable attribute"
<input type="checkbox"/>	All requirements imposed by the applicable Connecticut Renewable Portfolio Standard (as enacted by CT Chapter 283, Sec. 16-245a and subsequent regulations) as a Class I renewable energy source
<input type="checkbox"/>	All requirements imposed by the applicable Rhode Island Renewable Energy Standard, as enacted in R.I. General Law Title 39, Chapter 26, and subsequent regulations, as a "new renewable energy resource"

**Table B2: REC Forward Sales Agreement Quantity and Price**

Lot Number	Number of Certificates	Certificate Generation Period	Certificate Purchase Price (\$ Per MWh)	Total Amount Due
1a	5,000	Any Quarter, 2007	TBD	TBD
1b	5,000	Any Quarter, 2008	TBD	TBD
1c	5,000	Any Quarter, 2009	TBD	TBD
<b>Total Forward Sale Certificate Volume</b>	<b>15,000</b>		<b>Total Amount Due Under Contract</b>	TBD

**TOTAL CERTIFICATE PURCHASE PRICE:** \_\_\_\_\_

**Table B3. Expected Certificate Volume from Qualified Renewable Generator**

Compliance Period (Year)	Volume	By Transfer Date
2007	27,000	May 1, 2008
2008	27,000	May 1, 2009
2009	27,000	May 1, 2010

**Exhibit C**  
**THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE**  
**POLICY AND PROCEDURES REGARDING SUBMISSION OF “SENSITIVE INFORMATION”**

The Massachusetts Technology Collaborative, the Massachusetts Renewable Energy Trust which it administers, and John Adams Innovation Institute (collectively referred to herein as “MTC”) are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the “Public Records Act”), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, “public records” include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by MTC. As a result, any information submitted to MTC by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the “Submitting Party”) is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, “public records” do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including MTC’s enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by MTC that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the “Trade Secrets Exemption”).

**IT IS MTC’S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY MTC OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MTC, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MTC ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.**

In the event that a Submitting Party wishes to submit certain documents to MTC and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party’s initial submission of documents to MTC, the Submitting Party must provide a cover letter, addressed to MTC’s General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents’ disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party’s responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party’s initial submission of documents to MTC, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as “Sensitive Information.” It is the Submitting Party’s responsibility and obligation to ensure that all such documents are sufficiently identified as “Sensitive Information,” and Submitting Party’s designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

**INFORMATION SUBMITTED TO MTC IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.**

3. Documents that are not accompanied by the written notification to MTC's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to MTC are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time MTC receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate MTC staff. By submitting a grant application, request for response, or any other act that involves the submission of information to MTC, the Submitting Party certifies, acknowledges and agrees that (a) MTC's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by MTC that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) MTC is not liable under any circumstances for the subsequent disclosure of any information submitted to MTC by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or MTC was negligent in disclosing such documents.
5. In the event that MTC receives an inquiry or request for information submitted by a Submitting Party, MTC shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to MTC's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of MTC's receipt of the public records request, and MTC may, but shall not be required to provide Submitting Party an opportunity to present MTC with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

**THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MTC FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MTC OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MTC IN ANY MANNER CONCERNING MTC'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.**

**FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE MTC TO ASSERT SUCH AN EXEMPTION. MTC'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.**

8. MTC shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that MTC determines that the subject documents are exempt from disclosure, the requesting party may seek review of MTC's determination before the Supervisor of Public Records, and MTC shall notify the Submitting Party in writing in the event that the requesting party pursues a review of MTC's determination.

10. In the event the requesting party pursues a review of MTC's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders MTC to disclose such documents to the requester, MTC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that MTC determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, MTC shall not assert an exemption, MTC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

**THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO MTC SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MTC BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.**

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.