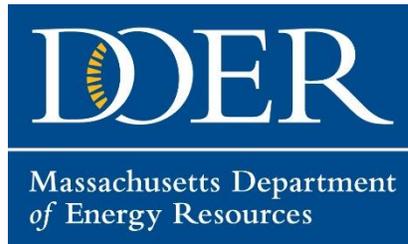


MLP Solar Rebate Program Participant's Agreement



The following Participant's Agreement (the "Agreement") is issued by the Department of Energy Resources ("DOER"). Any changes or electronic alterations to the official version of this form shall be void. Each Party acknowledges and agrees that they have read and understand all of the terms and conditions of this Agreement, the MLP Solar Rebate Program Manual, and the MLP Solar Rebate Program Technical Requirements (Attachment C) and specifically agrees to be bound by their contents upon the execution and submission of the MLP Solar Rebate Application. This Agreement shall become effective as of the date indicated on an Award Letter from DOER.

Accepting the following Agreement as part of the MLP Solar Rebate Application does not entitle the Parties to an incentive award by the DOER.

Whereas, DOER is offering financial assistance in the form of rebates under the MLP Solar Rebate Program Manual Version 1.0 (the "Program Manual") for the design and construction of solar photovoltaic projects;

Whereas, the Applicant (the "Primary Installer/Integrator") has submitted the Application on behalf of the System Owner to a Program Administrator, and the Program Administrator has submitted the Application to DOER for its review and approval; and

Whereas, as a condition of their participation in the MLP Solar Rebate Program (the "Program"), the Applicant, System Owner, participating MLP, and Program Administrator ("Applicant Parties") agree to abide by the terms of this Agreement.

Now, therefore, for good and valuable consideration, the Applicant Parties agree as follows:

1. Applicant Parties represent that they satisfy all eligibility requirements set forth in the Program Manual and that they will comply with all terms and conditions set forth herein and in the Program Manual.
2. Installation Contract. System Owner has entered into a contract with the Primary Installer/Integrator to design and construct the PV Project (the "Installation Contract") which requires, in part, that the Primary Installer/Integrator meet all requirements set forth in the Program Manual and incorporated by reference herein.
3. The PV Project.
 - a. *Performance of the Work*. System Owner shall ensure that the PV Project is installed and completed in accordance with the specifications set forth in the Application and that the PV Project satisfies all eligibility requirements set forth in the Program Manual, including the Minimum Technical Requirements. System Owner is responsible for ensuring that the installed PV Project continuously complies with the Minimum Technical Requirements on an ongoing basis for its useful life. For purposes of this Agreement the term "useful life" shall mean a period not less than ten (10) years from the date of project completion.
 - b. *Rebate Rescission/Reduction*. DOER reserves the right, acting in the sole exercise of its discretion, to rescind the award of the Rebate in the event of noncompliance with this Agreement, including the Program Manual or other document incorporated by reference.

Furthermore, where there are proposed changes to the scope of a PV Project, DOER will not provide an adjusted rebate that is more than the originally approved rebate. Notwithstanding the foregoing, DOER reserves the right, at its sole discretion, to adjust the rebate amount in a manner proportionate to proposed changes from the approved Application.

- c. *PV Project Location Change.* Changes to the physical location of some or all of the components, except in the case of warranty replacements, of an installed PV Project during the first ten (10) years of the PV Project's useful life are prohibited (a "Location Change"). In the event that DOER receives information concerning a Location Change and confirms that a Location Change has occurred, DOER shall rescind Rebates that have not yet been paid to the designated Payee (as identified in the Application) and seek repayment of any portion of the Rebate that has been paid. System Owner agrees that if it has received the Rebate and subsequently makes a Location Change within the first ten (10) years following project completion, it shall notify and return the full amount of the Rebate to DOER. Examples of a prohibited Location Change include, but are not limited to, moving the specific site of a solar installation or transferring a PV Project to a property other than the one set forth in the Application.
 - d. *Project Completion.* The System Owner and Primary Installer shall work cooperatively to achieve PV Project Completion within the timeframes specified in the Program Manual. For purposes of the Agreement, "Project Completion" shall mean that the installation has been completed and interconnected in accordance with the Minimum Technical Requirements and inspected and approved by the authorities having jurisdiction over official permitting and interconnection. Failure to achieve Project Completion within the specified timeframes may result, at DOER's sole discretion, in forfeiture of all or a portion of the Rebate. DOER shall consider, at its sole discretion, written requests for an extension of the Project Completion Deadline specified in the rebate award letter sent to the System Owner. Consideration of a requested time extension shall be strictly limited to circumstances that are beyond the control of the System Owner or Primary Installer.
4. Rebate Payment. DOER shall pay the Rebate to the Program Administrator within sixty (60) days after the receipt of a complete Project Completion Form, Change Request Form (if applicable), and any associated supporting documentation necessary that demonstrates that the installation has reached Project Completion. Upon meeting the aforementioned requirements and with no changes to the system or its ownership, the Program Administrator shall be paid a rebate in an amount no greater than what was contained in the Rebate Award. The Program Administrator shall be responsible for working with participating MLPs to distribute a rebate to a System Owner in accordance with its contractual obligations with DOER.
 5. Indemnification. To the fullest extent permitted by law, the Applicant Parties, for themselves individually, shall indemnify and hold harmless the Commonwealth, DOER, and each of their respective agents, officers, directors and employees (together with the Commonwealth and DOER, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Applicant Parties' breach of any of the terms of this Agreement or any false representation of the Applicant Parties under this Agreement and/or the Application, or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Applicant Parties or any of the Applicant Parties' agents, officers, directors, employees, contractors or subcontractors. Without limiting the foregoing, the Applicant Parties, for themselves individually, shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Applicant Parties, individually, or any of its agents, officers, directors, employees, contractors or subcontractors.
 6. System Owner Responsibilities
 - a. The System Owner acknowledges that it is solely responsible for directing and controlling all PV Project decisions, including, but not limited to:
 - i. Selecting and entering into a written contract with the Primary Installer, including requiring

documentation that any workers, contractors, or subcontractors employed on the PV Project have valid licenses issued by the Commonwealth of Massachusetts to perform the required work and are in compliance with all applicable laws, rules, and regulations related to employment in the Commonwealth including, but not limited to, those laws pertaining to workmen's compensation, non-discrimination and eligibility to work in the United States;

- ii. Preparing all plans, drawings, and specifications;
 - iii. Procuring equipment and obtaining appropriate warranties from the equipment vendor(s) and/or Primary Installer(s);
 - iv. Obtaining all permits required by state, local, or federal law or regulation to perform the work required to complete the PV Project and complete interconnection to the electric utility grid;
 - v. Construction means, methods, techniques, sequences, and procedures;
 - vi. Supervising and directing work performed to complete the PV Project;
 - vii. Safe operations and maintenance of the PV Project, including any required replacement of parts; and
 - viii. Agreement upon the selected MLP Solar Rebate Payment terms.
- b. System Owner agrees that it shall abide by the Commonwealth's rules regarding employment discrimination when selecting the Primary Installer, equipment vendor(s), and/or subcontractor(s) for the PV Project.
 - c. System Owner agrees to allow DOER, or its agents, to enter onto the site of the PV Project to inspect the installed PV Project during the first ten (10) years of its useful life.
 - d. System Owner agrees to participate, upon DOER's, a participating MLP's, or a Program Administrator's request, in other information gathering activities required to prepare case studies, monitoring and evaluation studies, or other educational materials that may be beneficial to DOER or the public to disseminate knowledge gained as a result of the program.
7. Disclaimer: DOER has not investigated, and DOER expressly disclaims any duty to investigate any company, product, service, process, procedure, design, or other matter regarding the installation of the PV on the PV Project by the Primary Installer presented in the Application. The approval of the Rebate does not constitute an endorsement, warranty, or guaranty of any kind or circumstance by DOER of any company, product, service, process, procedure, design or other matter regarding the installation of the PV on the PV Project by the Primary Installer, equipment vendor and/or subcontractor(s) for the PV Project. The entire risk of use of any Primary Installer, equipment vendor, company, product, service, process, procedure, or design is assumed by the System Owner as part of its obligations under this Agreement.
8. Insurance: DOER recommends that every Installer purchase and maintain adequate insurance coverage until completion of the PV Project. DOER also recommends that the Applicant Parties discuss the types and amounts of coverage maintained and the appropriateness of those coverages for the PV Project. Applicant Parties acknowledge the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the PV Project. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Applicant Parties of any responsibility to DOER, and the amount and type of insurance coverage will in no way be construed as limiting the scope of indemnification under this Agreement.
9. Consumer Disclosure – Renewable Energy Certificates: The participating MLP shall have title to the PV Project's non-energy attributes and the associated Massachusetts Renewable Portfolio Standard Class I Renewable Energy Generation Attributes ("RPS Class I RECs"), as defined in 225 CMR 14.02. The RPS Class I RECs shall be retained by the participating MLP, who shall settle the RPS Class I RECs in the New England Power Pool Generation Information System ("NEPOOL GIS") on an annual basis for the lifetime of the PV Project. The System Owner can make no claims that they utilized the solar power generated by the PV Project to meet their electrical energy needs, as the RPS Class I RECs created by the PV Project are the property of the MLP.

10. Metering: The participating MLP will be responsible for installing metering equipment that meets the specifications outlined in the MLP Solar Rebate Program Manual and may assess the costs associated with installing such a meter on the System Owner.
11. Mediation / Arbitration: In the event of any dispute concerning the Parties' respective rights and obligations under this Agreement, the Parties hereby agree to submit such dispute to binding arbitration ("Arbitration"). If any of the Parties' requests mediation prior to Arbitration, the Parties will work in good faith to mediate their dispute through a jointly selected mediator. The Parties to any such dispute shall share the fees of the mediator or arbitrator jointly and shall be individually responsible for any legal fees they may respectively incur.
12. The following documents are incorporated by reference into this Agreement:
 - a. The Program Manual, including but not limited to Minimum Energy Efficiency Requirements and Minimum Technical Requirements,
 - b. The MLP Solar Rebate Application, including any additional information submitted by the Applicant Parties as requested by DOER.

Applicant/Contractor

Program Administrator on behalf Participating MLP

Name _____
 Address _____
 Signature _____
 Date _____

Name _____
 Organization _____
 Signature _____
 Date _____

System Owner

Name _____
 Address _____
 Signature _____
 Date _____