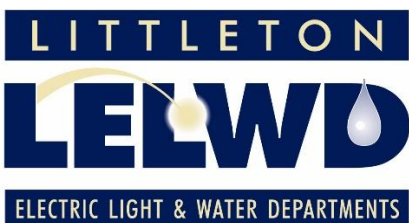


LELWD Solar Rebate Program Participant's Agreement



The following Participant's Agreement as described herein ("Agreement") is hereby entered into by and between the Littleton Electric Light & Water Departments (LELWD) and the undersigned Interconnecting Customer.

Whereas, LELWD is offering financial assistance in the form of rebates for the installation of solar photovoltaic projects;

Whereas, the Applicant (the Primary Installer or Interconnecting Customer, collectively the "Applicant Parties") has submitted a solar rebate application to LELWD for its review and approval; and

Whereas, as a condition of their participation in the LELWD Solar Rebate Program, all participants agree to abide by the terms and conditions set forth in this Agreement.

Now Therefore, in consideration of the foregoing, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LELWD and Interconnecting Customer agree as follows:

1. Applicant Parties represent that they satisfy all eligibility requirements set forth in the LELWD Interconnection Standards and rebate program and that they will comply with all terms and conditions set forth herein.
2. Rebate Payment.
 - a. LELWD shall pay the rebate to the Interconnecting Customer after the project is complete, and all interconnection requirements are satisfied. The rebate will be credited to your electric account, in an amount no greater than what was reserved for the project and cannot exceed 50% of the total project cost.
 - b. LELWD reserves the right, acting in the sole exercise of its discretion, to rescind the rebate in the event of noncompliance with this Agreement, including the Interconnection Standards or other documents incorporated by reference. Furthermore, where there are proposed changes to the scope of the project, LELWD will not provide an adjusted rebate that is more than the originally approved rebate. Notwithstanding the foregoing, LELWD reserves the right, at its sole discretion, to adjust the rebate amount in a manner proportionate to proposed changes from the approved Application.
3. Project Completion. The Interconnecting Customer and Primary Installer shall work cooperatively to achieve project completion within the timeframes specified in the

LELWD Interconnection Standards. For purposes of the Agreement, "Project Completion" shall mean that the installation has been completed and interconnected in accordance with the Interconnection Standards and inspected and approved by the authorities having jurisdiction over official permitting. Failure to achieve project completion within the specified timeframes may result, at LELWD's sole discretion, in forfeiture of all or a portion of the rebate. LELWD shall consider, at its sole discretion, written requests for an extension of the project timeline. 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. Solar Production Meter. The installation of a Solar Production Meter, as defined in the program, is required. The Interconnecting Customer and Primary Installer is responsible for installing metering equipment pursuant to LELWD interconnection standards. LELWD will provide the solar production meter upon receipt of Solar Rebate Completion Form.
5. Renewable Energy Certificates: LELWD shall have total ownership to the 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 LELWD, 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 LELWD.
6. Indemnification. To the fullest extent permitted by law, the Applicant Parties, for themselves individually, shall indemnify and hold harmless the LELWD, and each of their respective agents, officers, directors and employees 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.
7. Modifications. Any changes or electronic alterations to the official version of this document shall be void. Each Party acknowledges and agrees that they have read and understand all of the terms and conditions of this Agreement, the LELWD Solar Rebate Program, and the LELWD Interconnection Standards and specifically agrees to be bound by their contents upon the execution and submission of the Solar Rebate Application and Participant's Agreement.

This Agreement shall become effective as of the date on which LELWD signs and provides copies of the Agreement to all Parties.

Applicant/Contractor

System Owner/ Interconnecting Customer

Name _____

Address _____

Signature _____

Date _____

Email _____

Name _____

Address _____

Signature _____

Date _____

Email _____

LELWD

Name Connor Reardon

Title Energy and Sustainability Manager

Signature _____

Date _____

Email creardon@lelwd.com