

AMENDMENT #1 TO SOLAR POWER PURCHASE AGREEMENT

This Amendment #1 is entered into this ____ of May, 2017 (the “Effective Date”), between Readington Solar PV LLC (hereinafter referred to as the “Developer”) and the Readington Township Board of Education (hereinafter referred to as the “Buyer”).

WHEREAS, the Buyer and Developer (hereinafter referred to individually as a “Party” and collectively as “Parties”) entered into a Solar Power Purchase Agreement dated September 23, 2016 (hereinafter referred to as “the Original Agreement”);

WHEREAS, as of the effective date Developer has obtained all non-ministerial Governmental Approvals required by Applicable Legal Requirements for the construction, installation and operation of the Facilities with the exception of (i) the interconnection agreement from the EDC which is pending final approval of the EDC and (ii) final approval from Hunterdon County Soil Conservation District which is anticipated in the next ten days;

WHEREAS, in accordance with Section 3(c) of the Agreement (i) Developer has furnished Buyer’s Representative, for Buyer’s approval, copies of the Plans which have been approved by Buyer and (ii) Developer has provided Buyer with an updated construction schedule, a copy of which is attached hereto as Attachment 1 (the “Updated Construction Schedule”); and

WHEREAS, in accordance with the Updated Construction Schedule, Developer has requested that the Agreement be amended to extend the Outside Commercial Operation Date to the date which is sixty (60) days following the anticipated Commercial Operation Date set forth in the Updated Construction Schedule;

WHEREAS, the Parties desire to amend the Agreement to reflect the final design as set forth in the approved Plans;

NOW, THEREFORE, the parties mutually agree as follows:

1. Capitalized terms used in this Amendment #1 and not defined herein have the meanings assigned to them in Original Agreement. The Recitals are incorporated into this Amendment #1.
2. Developer hereby notifies Buyer that the conditions set forth in Section 3(c) have been met or waived by Developer as of the Effective Date.

3. As of the Effective Date, Buyer hereby waives any right to terminate for failure to satisfy condition 3(c)(i) on or before the Governmental Approval Date.
4. Buyer hereby acknowledges approval of the Plans and the Parties agree execution of this Amendment shall serve as Notice to Proceed in accordance with Section 3(c).
5. In accordance with and as satisfaction of the obligations under Section 3(d), Developer shall pay to the Buyer an amount equal to \$63,125 within three (3) business days of execution of this Amendment.
6. The Original Agreement is hereby amended as follows:
 - a) The defined term “***Outside Commercial Operation Date***” in Section 1 of the Agreement is hereby replaced with the following

“***Outside Commercial Operation Date***” means February 19, 2018, subject to the provisions of Section 3(e) hereof.
 - b) By striking Exhibit B and replacing it with Exhibit B attached hereto.
 - c) By striking Exhibit C and replacing it with Exhibit C attached hereto.
7. Failure to Achieve the Outside Commercial Operation Date. Developer acknowledges that should it fail to achieve the Outside Commercial Operation Date for reasons other than Force Majeure, delays by the EDC in approval and execution of the interconnection agreement or any other delays caused by the EDC or the Buyer, then, in addition to Buyer’s right to terminate the Original Agreement, as amended, contained in Section 3(e) of the Original Agreement, Buyer shall also, at its sole option, have the alternative right to grant Developer an extension of time to achieve Commercial Operation in exchange for Developer’s forfeiture of Developer’s right to apply the Annual Rate Escalator to Year 2 of the Rate set forth in Exhibit C attached hereto. For the avoidance of all doubt, should Buyer exercise this option, the Annual Rate Escalator would first be applied to the Rate in Year 3 and the Rate schedule set forth in Exhibit C shall be adjusted accordingly. Developer shall not be entitled to terminate the Original Agreement, as amended by this Amendment #1 in the event it fails to achieve the Outside Commercial Operation Date.
8. Ordering of Modules. Developer represents that it placed an order for the solar panel modules on May 10, 2017, and that as of the date of this Amendment #1 it anticipates receipt of the modules on or before September 11, 2017.

9. Entire Agreement; Governing Law. This Amendment #1 shall be governed by the laws of the State of New Jersey.
10. Authority. Each Party represents and warrants to the other Party that it has the power, right and authority to enter into this Amendment #1 and to consummate the transactions contemplated hereby.
11. The Parties may execute this Amendment #1 in counterparts, which shall, in the aggregate, when signed by both Parties constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it. Delivery of an executed counterpart of this Amendment #1 by facsimile transmission or by other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment #1.
12. Except as modified and amended in this Amendment #1, the Original Agreement remains in full force and effect, and the Parties hereby ratify and re-affirm the Original Agreement in all respects.

[signatures follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment #1 as of the date first above written.

Buyer:

Developer

READINGTON TOWSHIP
BOARD OF EDUCATION

READINGTON SOLAR PV LLC

By: _____

By: Ameresco, Inc., its sole member

By: _____
James J. Walker, Vice President

EXHIBIT B

PRELIMINARY DESCRIPTION OF FACILITIES

Name: Facility 1:Holland Brook School

Address: 52 Readington Road, Readington, NJ 08889

The final Facilities Description shall be the final As-Built drawings to be provided after Commercial Operation Date. The information below is preliminary and subject to change.

General Facilities Description:

1. Facilities Size DC:	686.7 kW_DC at STC capacity
2. Facilities Size AC:	544 kW_AC

Solar PV Panels:

1. Manufacturer:	Hyundai
2. Model Number:	HiS – S350RI
3. Module Wattage:	350W
4. Panel Count:	1,962
5. Type:	Monocrystalline 72-cell Modules
6. Array tilt:	25 degrees
7. Warranty Information:	Free from defects in materials and workmanship for 10 years, 97.5% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer:	Yaskawa Solectria
2. Model Number:	PVI-28TL-480, PVI-36TL-480, PVI-60TL-480
3. Number and size to be installed:	(1) 28 kW inverter, (1) 36 kW inverters (8) 60 kW inverters
4. String size and Quantity:	18 panels per string with 109 total strings.
5. Warranty Information:	10 Year standard warranty

Mounting Facilities:

1. Manufacturer:	Patriot
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2. Model Number:	ATLAS-1-HIGH-SPEC-5
3. Type:	Ground Mounted -Pole Driven

Data Acquisition Facilities (DAS):

1. Manufacturer: Draker Energy
2. Model: Draker PV 250 Base Station or equivalent

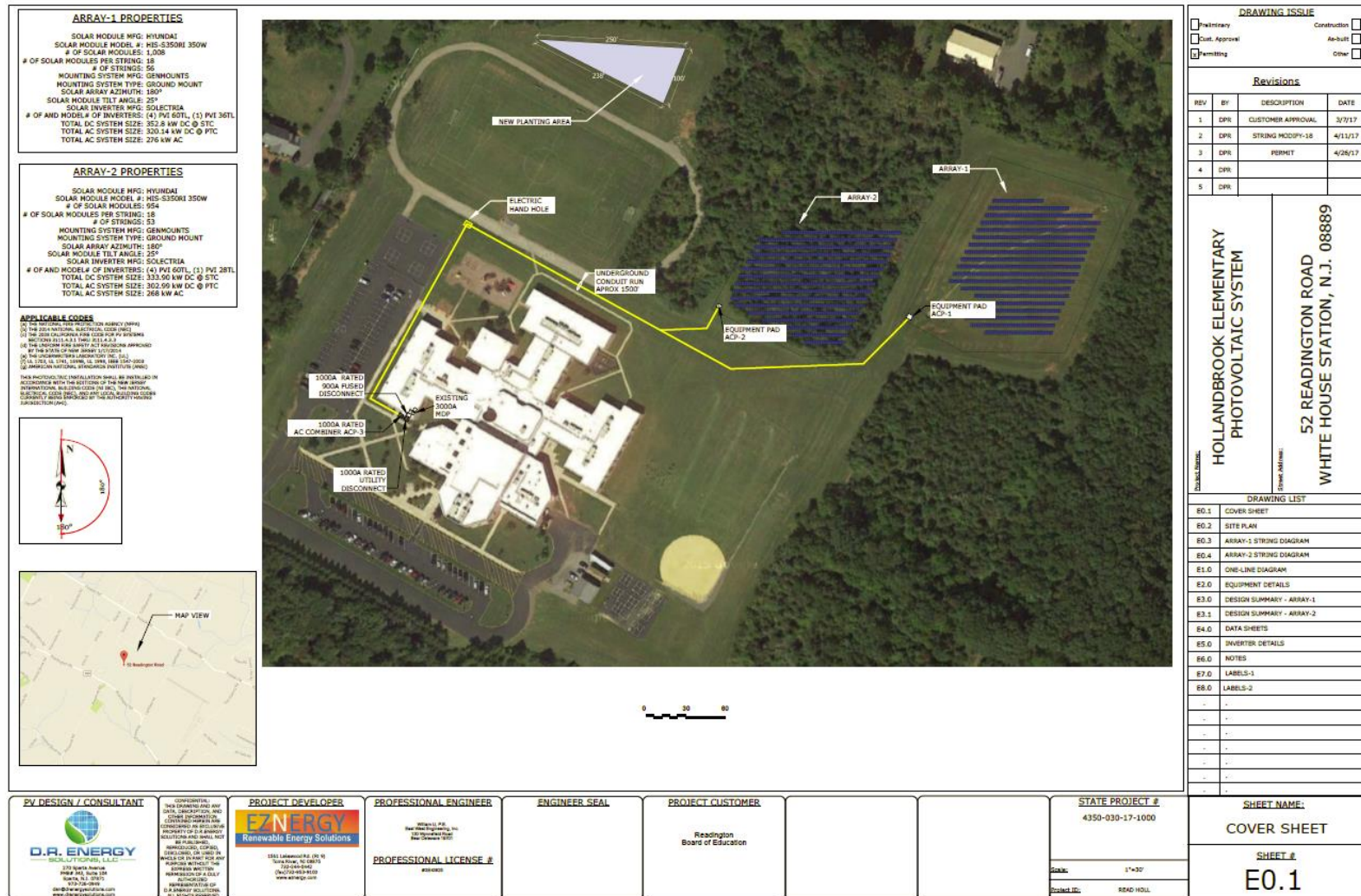
Landscaping:

A specific landscaping layout will be developed for the Holland Brook School that will allocate a portion of the \$10,000 landscaping budget to tree replanting in the triangular area north of the track field and as designated in the orange boxes on the Conceptual Layout in Exhibit D. The plan will be a habitat-oriented planting plan developed in consultation with the Buyer. The replanted area will be enclosed by a wildlife resistant fence.

The \$10,000 budget includes both Readington Middle School and Holland Brook School. If the Buyer requests landscaping in excess of the landscaping that can be supported by the Developer's \$10,000 budget, the Developer shall be entitled to increase the Electricity Price for each \$10,000 of additional costs in accordance with the following:

For each increase in landscaping costs of \$10,000 in excess of the Developer's \$10,000 landscaping budget	Electricity Price Change
For each \$10,000 increment	\$0.0005/kWh

Solar PV Facilities Layout:



Electrical Facilities Layout:

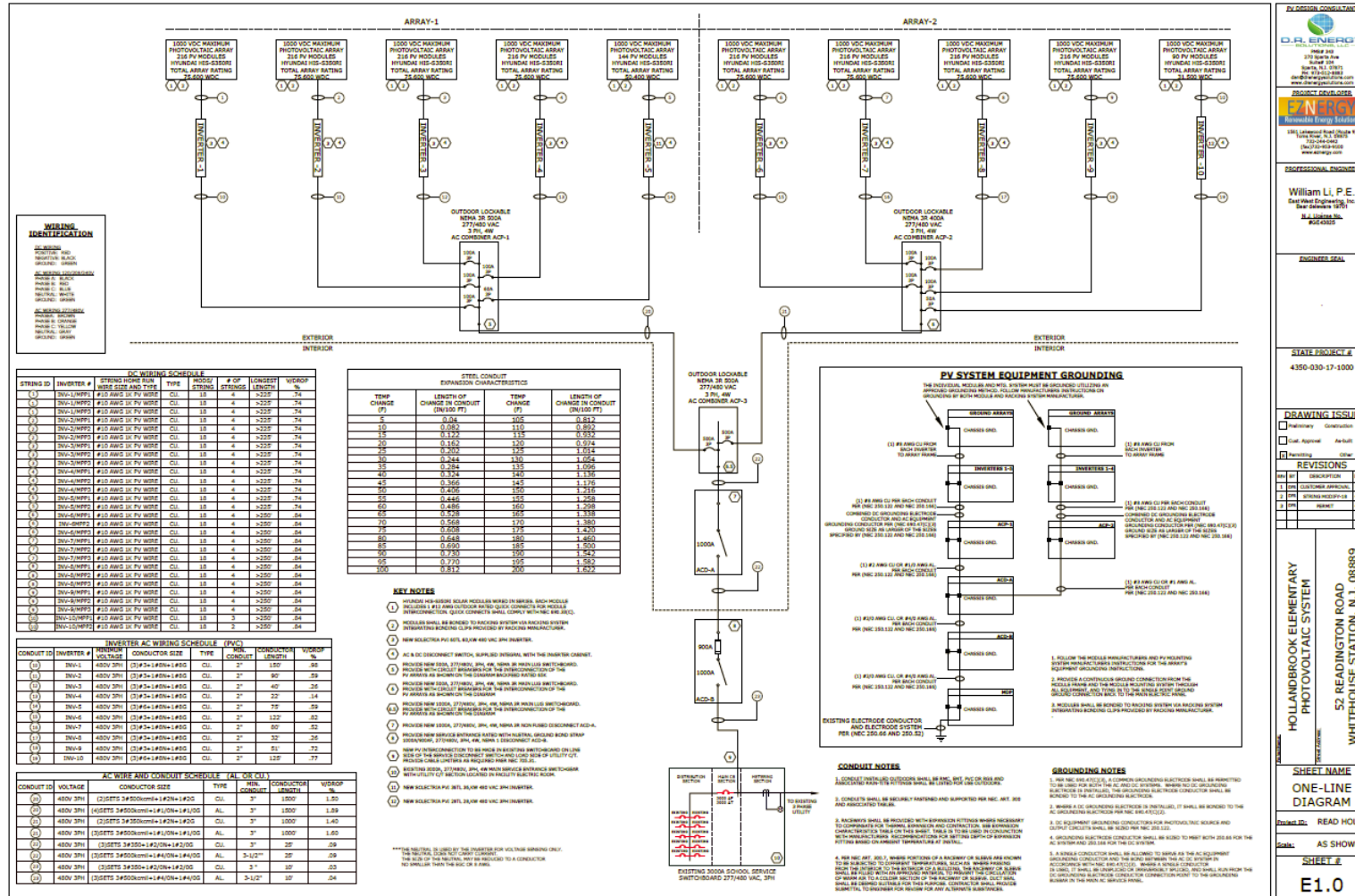


EXHIBIT B

PRELIMINARY DESCRIPTION OF FACILITIES

Name: Facility 2:Readington Middle School

Address: 52 Readington Road, Readington, NJ 08889

The final Facilities Description shall be the final As-Built drawings to be provided after Commercial Operation Date. The information below is preliminary and subject to change.

General Facilities Description (rooftop):

3. Facilities Size DC:	163.8 kW_DC at STC capacity
4. Facilities Size AC:	126 kW_AC

General Facilities Description (ground mount):

5. Facilities Size DC:	132.3 kW_DC at STC capacity
6. Facilities Size AC:	110 kW_AC

(For the purpose of the Guaranteed kWh, the rooftop and the ground mount will be deemed one facility).

Solar PV Panels (rooftop):

8. Manufacturer:	Hyundai
9. Model Number:	HiS – S350RI
10. Module Wattage:	350W
11. Panel Count:	468
12. Type:	Monocrystalline 72-cell Modules
13. Array tilt:	5 degrees
14. Warranty Information:	Free from defects in materials and workmanship for 10 years, 97.5% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Solar PV Panels (ground mount):

15. Manufacturer:	Hyundai
16. Model Number:	HiS – S350RI

17. Module Wattage:	350W
18. Panel Count:	378
19. Type:	Monocrystalline 72-cell Modules
20. Array tilt:	25 degrees
21. Warranty Information:	Free from defects in materials and workmanship for 10 years, 97.5% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters (rooftop):

6. Manufacturer:	Yaskawa Solectria
7. Model Number:	PVI-36TL-480, PVI-60TL-480
8. Number and size to be installed:	(2) 36 kW inverters and (1) 60 kW inverter
9. String size and Quantity:	18 and Quantity 26
10. Warranty Information:	10 Year standard warranty

Inverters (ground mount):

11. Manufacturer:	Yaskawa Solectria
12. Model Number:	PVI 50-TL, PVI 60-TL
13. Number and size to be installed:	(1) 50 kW inverter and (1) 60 kW inverters
14. String size and Quantity:	18 and Quantity 21
15. Warranty Information:	10 Year standard warranty

Mounting Facilities (rooftop):

4. Manufacturer:	Genmount
5. Model Number:	Genmounts LT
6. Type:	Ballasted Solar Racking

Mounting Facilities (ground mount):

7. Manufacturer:	Patriot
8. Model Number:	ATLAS-1-HIGH-SPEC-5
9. Type:	Ground Mounted- Pole Driven

Data Acquisition Facilities (DAS):

3. Manufacturer: Draker Energy
4. Model: Draker PV 250 Base Station or equivalent

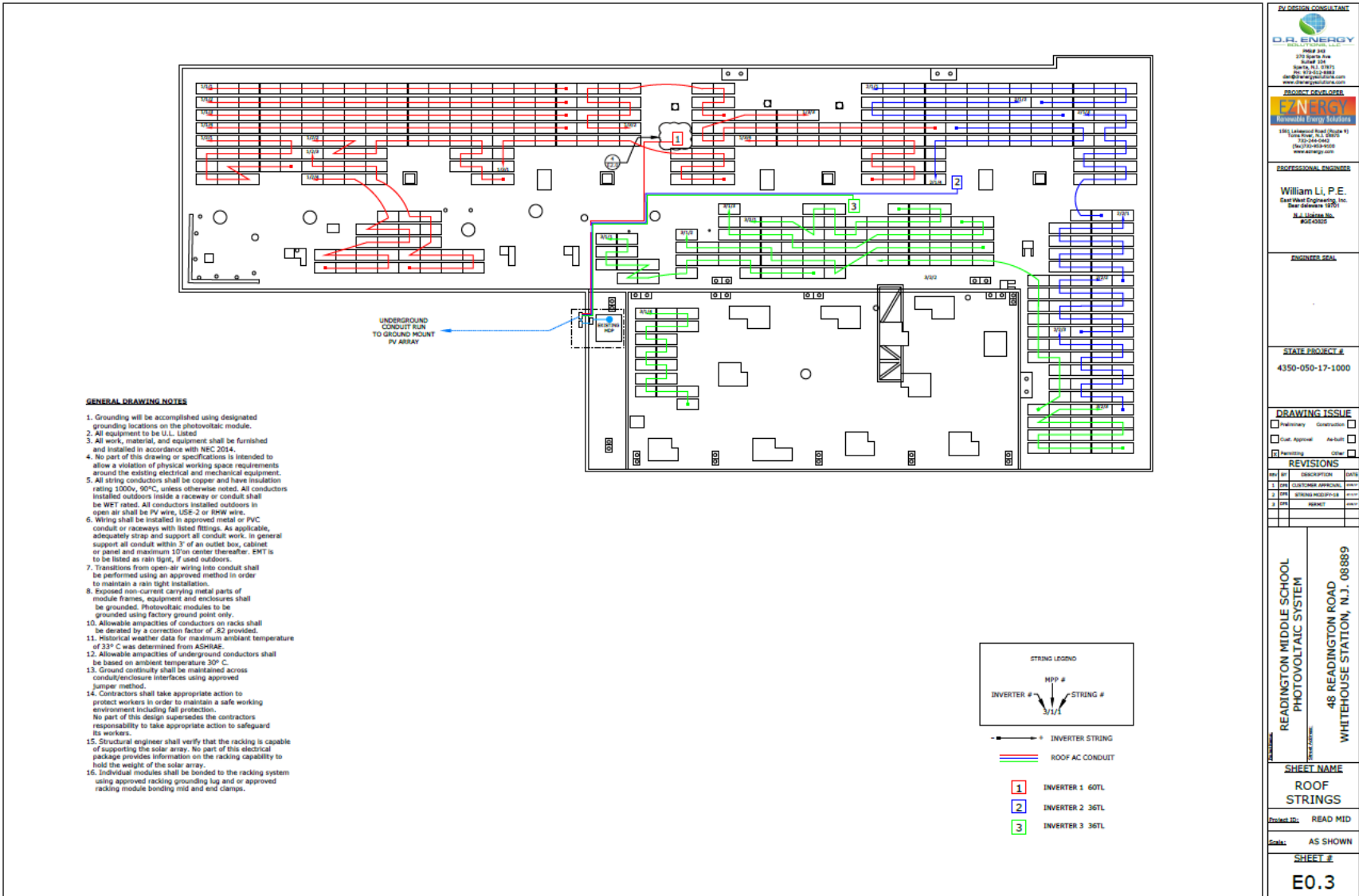
Landscaping:

A landscaping layout will be developed for the Readington Middle School that will allocate a portion of the \$10,000 landscaping budget to screen the ground array in the front of the school where the buses currently park, by planting on the East along the driveway and the South along Readington Road, as portrayed in the orange boxes on the Conceptual Layout in Exhibit D. The landscaping will include a diverse mixture of plantings and will not consist of a monotype of a single species of plant.

The \$10,000 budget includes both Readington Middle School and Holland Brook School. If the Buyer requests landscaping in excess of the landscaping that can be supported by the Developer's \$10,000 budget, the Developer shall be entitled to increase the Electricity Price for each \$10,000 of additional costs in accordance with the following:

For each increase in landscaping costs of \$10,000 in excess of the Developer's \$10,000 landscaping budget	Electricity Price Change
For each \$10,000 increment	\$0.0005/kWh

Solar PV Facilities Layout (Rooftop):



Solar Facilities Layout (Ground mount):

Electrical Facilities Layout:

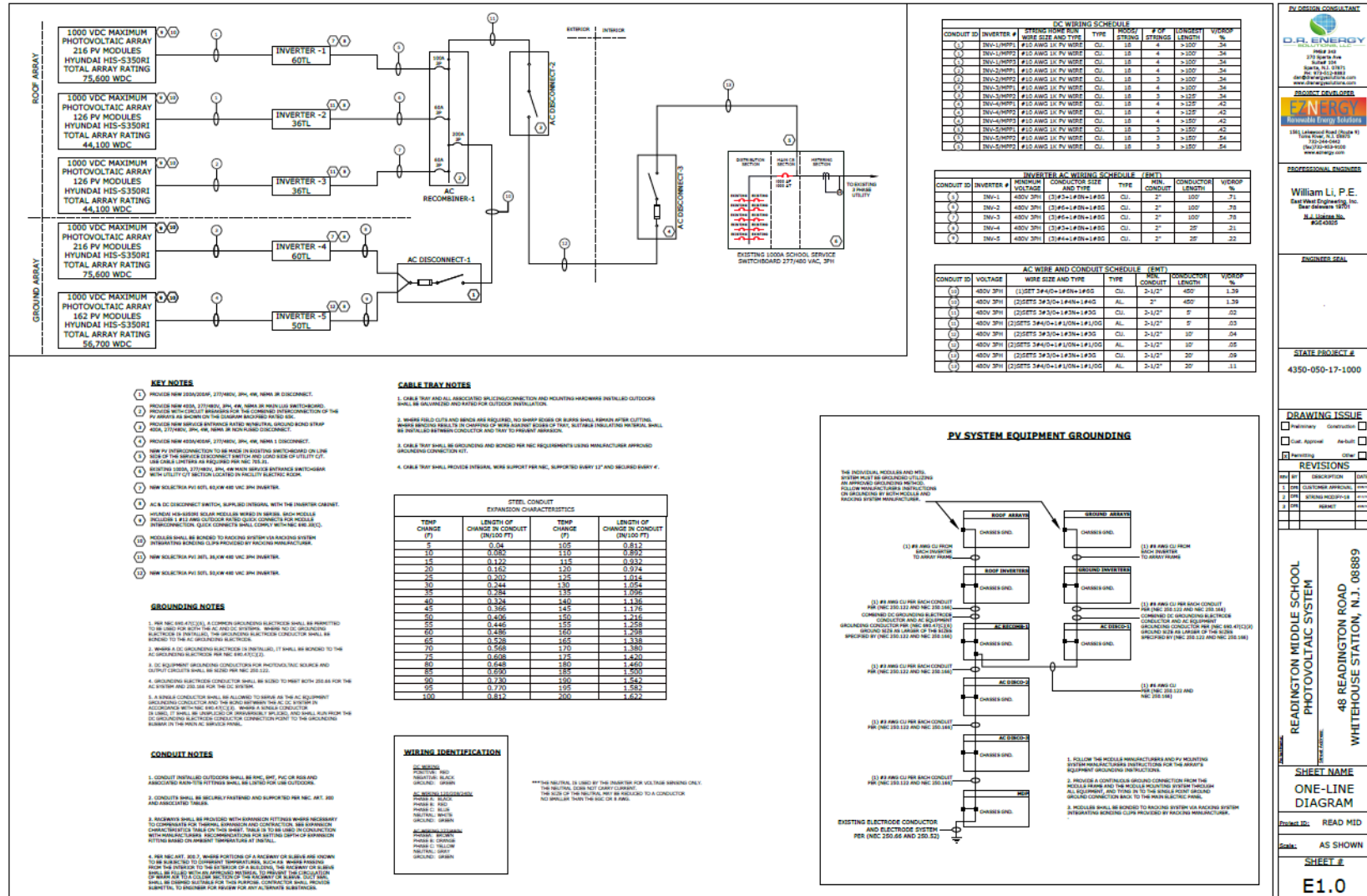


EXHIBIT B

PRELIMINARY DESCRIPTION OF FACILITIES

Name: Three Bridges Elementary School

Address: 480 Main Street, Readington, NJ 08887

The final Facilities Description shall be the final As-Built drawings to be provided after Commercial Operation Date. The information below is preliminary and subject to change.

General Facilities Description:

7. Facilities Size DC:	132.3 kW_DC at STC capacity
8. Facilities Size AC:	108 kW_AC

Solar PV Panels:

22. Manufacturer:	Hyundai
23. Model Number:	HiS – S350RI
24. Module Wattage:	350W
25. Panel Count:	378
26. Type:	Monocrystalline 72-cell Modules
27. Array tilt:	5 degrees (flat roof) and 6.5 degrees (pitched)
28. Warranty Information:	Free from defects in materials and workmanship for 10 years, 97.5% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

16. Manufacturer:	Yaskawa Solectria
17. Model Number:	PVI 36-TL
18. Number and size to be installed:	(3) PVI 36-TL
19. String size and Quantity:	18 and Quantity of 21
20. Warranty Information:	10 Year standard warranty

Mounting Facilities:

10. Manufacturer:	Genmounts
11. Model Number:	Gemounts LT , Genmounts FastPitch
12. Type:	Ballasted Rooftop, Pitched Rooftop

Data Acquisition Facilities (DAS):

- 5. Manufacturer: Draker Energy
- 6. Model: Draker PV 250 Base Station or equivalent

STRING LEGEND

MPP NUMBER
INVERTER

ROOF AC CONDUIT
UNDERGROUND AC CONDUIT
ROOF CONTACTOR AC CONDUIT

1 INVERTER 1 - 36TL
2 INVERTER 2 - 36TL
3 INVERTER 3 - 36TL

GENERAL DRAWING NOTES

1. Grounding will be accomplished using designated grounding locations on the photovoltaic module.
2. All equipment to be U.L. Listed
3. All work, material, and equipment shall be furnished and installed in accordance with NEC 2014.
4. No part of this drawing or specifications is intended to allow a violation of physical working space requirements around the existing electrical and mechanical equipment.
5. All string conductors shall be copper and have insulation rating 1000V, 60°C, unless otherwise noted. All conductors installed outdoors inside a raceway or conduit shall be WET rated. All conductors installed outdoors in open air shall be PV wire, USE-2 or PVW wire.
6. Wiring shall be installed in approved metal or PVC conduit or raceways with listed fittings. As applicable, adequately strap and support all conduit work, in general support all conduit within 3' of an outlet box, cabinet or panel and maximum 50' on center thereafter. RWT is to be listed as rain tight, if used outdoors.
7. Transitions from open air wiring into conduit shall be performed using an approved method in order to maintain a rain tight installation.
8. Exposed non-current carrying metal parts of module frames, equipment and enclosures shall be grounded. Photovoltaic modules to be grounded using factory ground point only.
9. Allowable ampacities of conductors on racks shall be derated by a correction factor of .82 provided.
10. Historical weather data for maximum ambient temperature of 33° C was determined from ASHRAE.
11. Allowable ampacities of underground conductors shall be based on ambient temperature 30° C.
12. Ground continuity shall be maintained across conduit/enclosure interfaces using approved jumper method.
13. Contractors shall take appropriate action to protect workers in order to maintain a safe working environment including fall protection. No part of this design supersedes the contractors responsibility to take appropriate action to safeguard its workers.
14. Structural engineer shall verify that the racking is capable of supporting the solar array. No part of this electrical package provides information on the racking capability to hold the weight of the solar array.
15. Individual modules shall be bonded to the racking system using approved racking grounding lug and or approved racking module bonding rib and end clamps.

Electrical Facilities Layout:

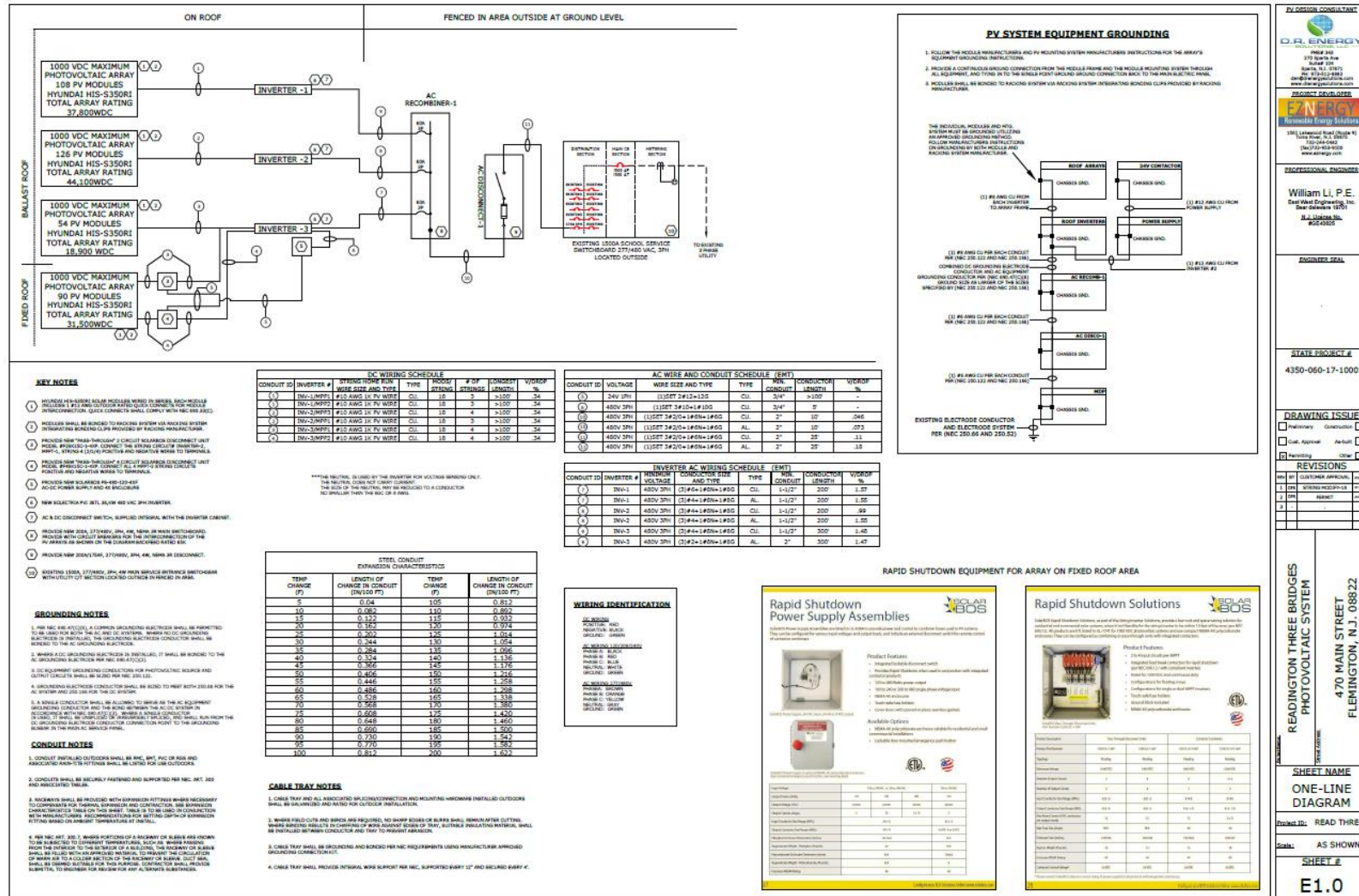


EXHIBIT C

AGREEMENT PROVISIONS

<u>Annual Facilities Degradation Factor</u>	<u>0.5%</u>
<u>EDC</u>	<u>Jersey Central Power and Light</u>
<u>Buyers Representative</u>	<u><i>The Buyer's Representative shall be Gabel Associates. Developer shall direct all communications and requests for information to Buyer through the Buyer's Representative at all times until the point of Commercial Operation of all of the Facilities.</i></u>

Electricity Price

Readington Board of Education		
Electricity Price		
First Year Rate (\$/kWh)	\$	0.06799
Annual Rate Escalator		1.99%
Year	Electricity Price	
	(\$/kWh)	
1		0.06799
2		0.06934
3		0.07072
4		0.07213
5		0.07357
6		0.07503
7		0.07652
8		0.07805
9		0.07960
10		0.08118
11		0.08280
12		0.08445
13		0.08613
14		0.08784
15		0.08959

Guaranteed kWh: [on a per facility basis]

<u>True Up Term Years</u>	<u>Holland Brook School Guaranteed kWh</u>
<u>Years 1-5</u>	<u>3,821,825</u>
<u>Years 6-10</u>	<u>3,727,230</u>
<u>Years 11-15</u>	<u>3,634,977</u>

<u>True Up Term Years</u>	<u>Readington Middle School Guaranteed kWh</u>
<u>Years 1-5</u>	<u>1,639,647</u>
<u>Years 6-10</u>	<u>1,599,064</u>
<u>Years 11-15</u>	<u>1,559,485</u>

<u><i>True Up Term Years</i></u>	<u><i>Three Bridges School Guaranteed kWh</i></u>
<u><i>Years 1-5</i></u>	<u><i>665,646</i></u>
<u><i>Years 6-10</i></u>	<u><i>649,171</i></u>
<u><i>Years 11-15</i></u>	<u><i>633,103</i></u>

Attachment 1: Updated Construction Schedule

Readington BOE Project Schedule - Readington Middle School, Holland Brook School, Three Bridges School					
ID	Name	Duration	Start	Finish	Status
1	Kickoff Meeting	1 Days	3-Aug-2016	4-Aug-2016	Completed
2	Preliminary Site Visits	3 Days	12-Oct-2016	14-Oct-2016	Completed
3	Structural Site Visits	1Day	27-Dec-2016	27-Dec-2016	Completed
4	Civil Site Visits	2 Days	12-Dec-2016	13-Dec-2106	Completed
5	Develop 30% Designs	6 Days	28-Dec-2016	3-Jan-2017	Completed
6	Landscaper Sent Preliminary Designs	11 Days	28-Dec-2016	8-Jan-2017	Completed
7	Ameresco Review of Preliminary Designs	3 Days	4-Jan-2017	7-Jan-2017	Completed
8	Readington Review	2 Days	7-Jan-2017	9-Jan-2017	Completed
9	Readington Planning Board Meeting Section 31 Courtesy Review	1 Days	27-Feb-2017	27-Feb-2017	Completed
10	Final Landscaping Plans	1 Days	5-May-2017	6-May-2017	
11	Dept of Education Applications	90 Days	5-May-2017	3-Aug-2017	
12	Civil Approvals	35 Days	30-Mar-2017	4-May-2017	Completed
13	Hunterdon County Soil Conservation District, Planning & Health Department Approval	130 Days	24-Apr-2017	1-Sep-2017	
14	Complete Final (Permitting Level) Designs	65 Days	24-Jan-2017	30-Mar-2017	Completed
15	Submit Interconnection Application to JCP&L	1 Days	18-Apr-2017	18-Apr-2017	Completed
16	Submit SREC applications to NJ Clean Energy	1 Days	31-Mar-2017	31-Mar-2017	Completed
17	Fire Department Design Review Meeting	1 Days	11-May-2017	11-May-2017	
18	JCP&L Review & Execute Interconnection Agreements	30 Days	18-Apr-2017	18-May-2017	15
19	Submit Building & Electrical Permitting Applications	30 Days	3-Aug-2017	2-Sep-2017	11
20	Order Modules	130 Days	5-May-2017	12-Sep-2017	
21	Order Racking, Inverters, Other Major Equipment	75 Days	20-Jun-2017	3-Sep-2017	
22	Pre-Construction Meeting with Readington	1 Days	26-Jul-2017	26-Jul-2017	
23	Installation of Rooftop Mounting System	10 Days	12-Sep-2017	22-Sep-2017	20
24	Installation of Rooftop PV Panels	20 Days	22-Sep-2017	12-Oct-2017	
25	Wiring of Rooftop PV Panels	10 Days	12-Oct-2017	22-Oct-2017	
26	Installation & Wiring of Rooftop Inverters	5 Days	22-Oct-2017	27-Oct-2017	
27	Rooftop Service Upgrade/ Tie in	2 Days	27-Oct-2017	29-Oct-2017	
28	Rooftop DAS Installation	2 Days	27-Oct-2017	29-Oct-2017	
29	Rooftop testing	2 Days	29-Oct-2017	31-Oct-2017	
30	Roof Punchlist	2 Days	31-Oct-2017	2-Nov-2017	
31	JCP&L pole removal and replacement at Readington Middle School	10 Days	10-Jul-2017	20-Jul-2017	
32	Ground Penetrating Radar	2 Days	26-Jul-2017	28-Jul-2017	
33	Ground Site Mobilization	5 Days	2-Sep-2017	7-Sep-2017	19
34	Ground Site Work & Landscaping Start	10 Days	7-Sep-2017	17-Sep-2017	
35	Racking and Other Material Deliveries	3 Days	3-Sep-2017	6-Sep-2017	21
36	Installation of Ground Mounting System	20 Days	6-Sep-2017	26-Sep-2017	35
37	Module Deliveries	1 Days	12-Sep-2017	13-Sep-2017	20
38	Installation of Ground PV Panels	25 Days	13-Sep-2017	8-Oct-2017	37
39	Wiring of Ground PV Panels	25 Days	8-Oct-2017	2-Nov-2017	
40	Installation & Wiring of Ground Inverters	12 Days	2-Nov-2017	14-Nov-2017	
41	Ground Service Upgrade/ Tie in	13 Days	14-Nov-2017	27-Nov-2017	40
42	Ground DAS Installation	4 Days	27-Nov-2017	1-Dec-2017	
43	Ground Commissioning/ testing	2 Days	1-Dec-2017	3-Dec-2017	
44	Ground Punchlist	2 Days	3-Dec-2017	5-Dec-2017	
45	Ground and Final Rooftop Inspections	15 Days	5-Dec-2017	20-Dec-2017	
46	PTO/Commercial Operation Date	1 Days	20-Dec-2017	21-Dec-2017	45
47	Dropoff Manuals & Documentation	1 Days	10-Jan-2018	11-Jan-2018	