

TEMPLATE PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered into by and between the Massachusetts Technology Park Corporation, doing business as the Massachusetts Technology Collaborative, an independent public instrumentality of the Commonwealth of Massachusetts and the administrator of the Massachusetts Renewable Energy Trust Fund (“MTC”), and [insert name of counterparty (“Counterparty”), on this [_____] day of [_______], 2009. (MTC and Counterparty are referred to herein each as a “Party” and collectively as the “Parties.”)

RECITALS

WHEREAS, pursuant to the Turbine Supply Agreement and Intellectual Property License dated as of December 9, 2005, by and between MTC, as Buyer, and Vestas-American Wind Technology, Inc. (“Vestas”), as Supplier, as modified by that certain Change Order No. One, dated December 18, 2006, and Charge Order No. Two, dated November 8, 2007 (collectively, the “Change Orders”) (and all collectively, the “Turbine Supply Agreement”), MTC purchased and Vestas sold, among other things, two (2) Wind Turbine Generators (“WTGs”) and two (2) Towers.

WHEREAS, MTC intends to sell each WTG and Tower purchased pursuant to the Turbine Supply Agreement to a contractor that can install them in Massachusetts.

WHEREAS, Counterparty is a licensed Massachusetts contractor and is not in the business of manufacturing wind turbine generators.

WHEREAS, MTC desires to sell and Counterparty desires to buy one WTG and one Tower for use by Counterparty in a wind energy project located at the Notus facility in the Town of Falmouth, Massachusetts (the “Notus Site”) (the “Notus Wind Project”).

WHEREAS, Counterparty intends to enter into a Transportation and Commissioning Agreement with Vestas (the “T&C Agreement”), of even date herewith, pursuant to which Vestas will transport and commission the WTG and Tower which are the subject of this Agreement.

NOW THEREFORE, in recognition of the above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows.

1. Defined Terms. Capitalized terms used, but not otherwise defined, herein have the meanings set forth in the Turbine Supply Agreement.

1.1 “Closing Date” shall mean the earlier of not more than five (5) days before the date of shipment of the nacelle and blade components of the WTG from their storage location in Gainesville, TX or August 5, 2009

2. Purchase and Sale.

2.1 Subject to the other provisions of this Agreement, MTC agrees to sell to Counterparty, and Counterparty agrees to purchase and accept from MTC, the following assets (collectively, the “Subject Assets”):

- (a) one (1) Vestas V82 1,650-kW WTG with the following:
 - (1) rotor blades, rotor hub and fastening hardware;
 - (2) internal nacelle crane to hoist tools, gear oils, etc.;
 - (3) base (ground) and nacelle control panels;
 - (4) electrical power, grounding and communication cables for connection between ground control panel and nacelle equipment (all exposed “not-in cabinet” power cables to be labeled and marked as rated for 600 V or higher);
 - (5) 115-V convenience outlets in ground and nacelle control panels with ground-fault-interrupter (GFI) breakers for safety (meeting NEC codes or UL approved); and
 - (6) WTG electrical equipment suitable for 60Hz.

(b) one (1) eighty (80) meter hub height three section tubular steel Tower including the following items:

- (1) Tower fasteners (nuts, bolts, washers) for connection of internal Tower flanges (excluding Tower foundation bolts) and Tower-to-nacelle flange;
- (2) U.S. standard 115-V rated internal lighting system and rubber mounted anti-vibration pads (UL approved);
- (3) Tower protection coating system (paint), which shall consist of the RAL 7035 or a comparable white colored paint system;
- (4) internal ladder and safety cables with anti cable-slap hooks all pre-installed in Tower;
- (5) Tower internal mounting and ladder hardware fastened with ny-lock nuts;
- (6) rubber anti-vibration pads for Tower hatches;

- (7) Tower name plate with manufacturing details such as manufacturing date, material types, weights, reference documents, serial number, etc.;
- (8) Tower doorway equipped with positive latch-open device, door handle and padlock latches;
- (9) Tower manufacturing as-built drawings, including material heat sheet;
- (10) material and weld quality certificates with trace-ability and heat numbers for Tower and bolts; and
- (11) touch-up paint and activator.

(c) except as set forth in any agreement entered into pursuant to Section 8.3 below, the following Other Equipment and Items:

- (1) the cost of shipment and insurance to the Notus Site;
- (2) one (1) Vestas Online Compact (not including supply, installation or termination of fibre optic cables and communication cables to the WTGs);
- (3) one (1) set of WTG operation and maintenance manuals and Vestas Online Standards manuals with updates during Warranty;
- (4) one (1) set of WTG erection and start-up manuals;
- (5) one (1) technical advisor for two consecutive 5-business day week, each day consisting of 8-work hours;
- (6) rental of one (1) foundation template ring and (1) V82 Installation Tool Container, including the cost of shipping to the Notus Site and return transportation to Vestas' facility in Portland, Oregon or to another project site in the United States as designated by Vestas;
- (7) start-up testing and commissioning in accordance with the Test and Inspection Procedures;
- (8) blade repair kit for minor transportation damage;
- (9) one (1) red strobe medium intensity aviation warning light.

2.2 Counterparty's purchase of the Subject Assets shall occur only upon the satisfaction or waiver of all conditions set forth in this Agreement, including but not limited to those set forth in Section 8.3 below, subject to the terms set forth herein, strictly "**as is, where is, with all faults,**" with no right of set-off or reduction in the Purchase Price (as defined in Section 3 below), and except as provided in this Agreement, without representation or warranty of any kind, express or implied, including any warranty of income potential, operating expenses, uses, merchantability or fitness for a particular purpose. In connection with the above, Counterparty acknowledges that the Vestas WTGs are located at LoneStar Transportation, Inc., in Gainesville, Texas, and that the Towers are located at Sterling Crane, in Saskatoon, Saskatchewan, Canada.

3. Purchase Price.

3.1 The aggregate consideration for the Subject Assets shall be the fixed amount of Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00) (the "Purchase Price"), payable as provided in Section 4 below.

3.2 Notwithstanding anything to the contrary, the Purchase Price shall **not** include, and Counterparty shall be solely responsible for:

(a) payment to Vestas of the additional amount of Twenty-Six Thousand Four Hundred Twelve and 83/100 Dollars (\$26,412.83); and

(b) any and all additional costs of the Subject Assets not included in the Contract Price, including but not limited to:

- (1) any storage charges, taxes, and other expenses relating to storage of the Subject Assets accruing after the date of this Agreement;
- (2) any stand-by charges or excess charges or duties due to any delay caused by Counterparty;
- (3) any federal, state or local sales, use or property taxes relating to the Subject Assets accruing after the date of this Agreement;
- (4) the cost of unloading the Subject Assets at the Notus Site;
- (5) any costs due to failure of Counterparty to timely unload the Subject Assets; and
- (6) any other administrative costs or fees incurred in connection with the unloading, storage, assembly, erection and installation of the Subject Assets accruing after the date of this Agreement.

- (7) 50% of any and all incremental costs resulting from the separate sale of the individual turbines, payable to Vestas, and including but not limited to transportation costs to the Notus Site, service and maintenance expenses, and the items listed on Exhibit A hereto; provided that the sum of the Purchase Price and such incremental costs shall not exceed \$2.8 million.

4. Payment.

4.1 Contemporaneously with the execution of this Agreement, Counterparty shall make a non-refundable deposit payment of 25% of the Purchase Price (the “Deposit”) by federal funds wire transfer to MTC in U.S. dollars without regard to any fluctuation in currencies.

4.2 Counterparty shall pay the remaining 75% of the Purchase Price (the “Final Payment”) by the Closing Date. Such payment shall be made by federal funds wire transfer to MTC in U.S. dollars without regard to any fluctuation in currencies.

5. Closing.

5.1 Time and Place of Closing. Subject to the satisfaction or waiver of all conditions set forth in this Agreement, the closing of the purchase and sale provided for in this Agreement (the “Closing”) shall be held at the offices of WilmerHale, 60 State Street, Boston, Massachusetts, no later than five (5) days before the shipping of the WTG and Tower, D.D.P. according to INCOTERMS 2000, to the Notus Site (the “Date of Delivery”).

5.2 Transfer of the Subject Assets. At the Closing, MTC shall deliver or cause to be delivered to Counterparty good and sufficient instruments transferring to Counterparty title to all of the Subject Assets, subject to the satisfaction or waiver of all conditions set forth in this Agreement. For the avoidance of doubt, title to the Subject Assets shall not transfer and no Subject Assets shall be shipped to the Notus Site until Final Payment has been received by MTC, notwithstanding anything to the contrary in this Agreement or any other agreement.

6. Representations and Warranties.

6.1 MTC represents, warrants and covenants that:

(a) MTC is a independent public instrumentality of the Commonwealth of Massachusetts, has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby, and is duly qualified and in good standing to do business in the Commonwealth of Massachusetts.

(b) To the best of MTC's knowledge, no consent, approval or other action by, or filing with any governmental authority is required in connection with the execution and delivery by MTC of this Agreement or the consummation by MTC of the transactions contemplated hereby or thereby.

(c) To the best of MTC's knowledge, the Turbine Supply Agreement is a valid binding and enforceable contract with respect to the parties thereto.

(d) MTC has not previously assigned any of its rights, title or interest under the Turbine Supply Agreement, or to the Subject Assets.

(e) To the best of MTC's knowledge, MTC is not currently in default of any provision under the Turbine Supply Agreement.

(f) MTC has paid all amounts currently owed and due to Vestas under the original Turbine Supply Agreement. As of the date of execution of this Agreement MTC is in the process of paying, without dispute, two Vestas invoices for storage of the WTGs and Towers pursuant to the Change Orders.

(g) MTC has amended the TSA to reflect the transaction contemplated by this Agreement.

6.2 Counterparty represents, warrants and covenants that:

(a) Counterparty is a [insert legal entity], has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby, and is duly qualified and in good standing to do business in the Commonwealth of Massachusetts.

(b) Counterparty has been awarded a contract by Notus for supply and installation of a wind turbine for the Notus Wind Project.

(c) Counterparty shall use the Subject Assets only for the Notus Project.

(d) Counterparty has obtained the consent of Vestas to the use of the Subject Assets for the Notus Wind Project

(e) Counterparty shall execute and deliver such documents as may be required to implement any of the provisions of this Agreement.

7. Acknowledgement of Other Documents.

Contemporaneously herewith, Counterparty is providing to MTC the following documents, which MTC hereby acknowledges and agrees are reasonably satisfactory as to form:

- (a) commitment letters (equity and/or debt) evidencing the ability of Counterparty to make the payments to MTC and Vestas set forth in Sections 3.1 and 3.2, respectively, above, attached hereto as Exhibit B;
- (b) an executed contract with Notus, attached hereto as Exhibit C;
- (d) an executed T&C Agreement with Vestas;
- (c) a certification by Counterparty attached hereto as Exhibit D, as to the truth, accuracy, and completeness of items (a), (b) and (c) above.

Contemporaneously herewith, MTC is providing to Counterparty the following document, which Counterparty hereby acknowledges and agrees is reasonably satisfactory as to form: an ACKNOWLEDGEMENT OF TERMINATION OF WARRANTIES AND AMENDMENT TO TURBINE SUPPLY AGREEMENT AND INTELLECTUAL PROPERTY LICENSE.

8. Termination.

8.1 Payment Default. In the event that Counterparty fails to make timely payment to MTC on the schedule set forth in Section 4 above, MTC shall have the right, to be exercised in its sole discretion, to terminate this Agreement by written notice, in which case:

- (a) all rights, title and interest in the Subject Assets and under the Turbine Supply Agreement shall remain with MTC;
- (b) MTC shall have the right, in its sole discretion, to sell, assign, or transfer its rights, title and interest in the Subject Assets and under the Turbine Supply Agreement to another person or entity;
- (c) MTC shall refund to Counterparty all amounts theretofor paid by Counterparty to MTC pursuant to this Agreement, less the Deposit which Deposit amount MTC shall retain as liquidated damages (and not as a penalty). The Parties each hereby acknowledge that because of the difficulty in calculating the damage that may result from Counterparty's failure to make payment as required and undertake the Notus Wind Project in a timely manner, Counterparty's non-refundable Deposit payment has been openly and freely negotiated, and has been agreed to, as fair and reasonable liquidated damages by the Parties who are (i) sophisticated in business and finance, and (ii) advised by experienced legal counsel; and
- (d) Counterparty shall deliver or cause to be delivered to MTC any of the Other Equipment and Items referred to in items (2), (3), (4), (8), or (9) enumerated in Section 2.1(c) of this Agreement that have been or are delivered to Counterparty by Vestas.

9. Sale of Subject Assets by Counterparty For Use in Another Location. If Counterparty sells or transfers to another person or entity Counterparty's rights, title or interest in the Subject Assets for their use, installation, and/or operation at a location other than that described herein, Counterparty shall provide evidence in a form acceptable to MTC of the value received for such transfer, and Counterparty shall pay to MTC one-half of the amount of any and all value received for such sale or transfer that is in excess of the Purchase Price, including but not limited to any maintenance fees relating to the Subject Assets, any proceeds from the disposition of any asset or property that constitutes Subject Assets, and any benefits derived from transfer pricing. Such payment shall be made within ten (10) days of receipt of such value, by federal funds wire transfer to MTC in U.S. dollars without regard to any fluctuation in currencies.

10. Transaction Taxes. COUNTERPARTY will be responsible for the payment of all sales, conveyance, transfer, real estate excise, business and occupation or similar transaction taxes assessed with respect to or imposed on either Party relating to COUNTERPARTY's purchase of the Subject Assets or otherwise in connection with a potential transaction. MTC will agree to cooperate with COUNTERPARTY to minimize both Parties' respective transaction taxes.

11. Limitations on Liability. Except as otherwise provided in this Agreement, in the event of a breach of the obligations of one of the Parties hereto or otherwise, such Party shall be liable for direct damages only, and under no circumstances shall such Party be liable to any other Party for consequential (including, without limitation, lost profits, business interruption and the like), incidental, punitive, exemplary or similar damages.

12. Indemnification. COUNTERPARTY agrees to indemnify, hold harmless and defend MTC and MTC's affiliates, directors, officers, employees, representatives, and agents from and against any claims, damages, loss, liability, judgment, award, fine, penalty, cost or expense, including reasonable fees of attorneys arising out of, relating to or in connection with any event, occurrence, circumstance, condition, action or omission prior to the purchase and sale contemplated by this Agreement. COUNTERPARTY will further indemnify, hold harmless and defend MTC and its affiliates, directors, officers, employees, representatives and agents from and against losses with respect to false or inaccurate representations and warranties or breaches of covenants and obligations under this Agreement.

13. Dispute Resolution. Any controversy, claim or dispute between the Parties arising out of or related to this Agreement or the breach hereof, which cannot be settled amicably by the Parties, shall be submitted for arbitration before a single arbitrator in accordance with the provisions contained herein and in accordance with the J•A•M•S Comprehensive Rules for Commercial Disputes (“Rules”); provided, however, that notwithstanding any provisions of such Rules, the Parties shall have the right to take depositions (up to three (3) per Party and which depositions shall conclude within sixty (60) days following appointment of the arbitrator) and obtain limited discovery regarding the subject matter of the arbitration. Each Party shall be required to exchange documents to be used in the arbitration proceeding not less than twenty (20) days prior to the arbitration. Judgment upon the award rendered by the arbitrator may be

entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein. All arbitration shall take place in Boston, Massachusetts. Any Party desiring arbitration shall serve on the other Party and the Boston Office of J•A•M•S, in accordance with the aforesaid Rules, its Notice of Intent to Arbitrate (“Notice”). If the Parties cannot agree upon an arbitrator within fifteen (15) days of the filing of the Notice, then the arbitrator shall be selected in accordance with the Rules. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. Notice of the demand for arbitration shall be filed in writing with the other Party to this Agreement and with the Boston Office of J•A•M•S. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

14. Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement shall bear its own legal, accounting, regulatory and other professional fees and expenses and other costs associated with the request for bids and a potential transaction, regardless of whether a transaction is consummated.

15. Assignment. Neither this Agreement nor any rights granted hereunder may be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) without the express written consent of the MTC or Counterparty, which consent shall not be unreasonably withheld; provided, however, that this Agreement may be permissively assigned by MTC to the Massachusetts Clean Energy Technology Center (the "CEC") without the need for obtaining any form or manner of consent from or by Counterparty upon CEC's execution of contractual documentation assuming all rights, responsibilities and obligations of MTC hereunder.

16. Governing Law. This Agreement and any dispute arising hereunder or in connection herewith shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts (without regard to conflict of law provisions).

17. Prior Agreements Superseded. In the event of any conflict or inconsistency between the terms hereof and any prior agreements between MTC and Counterparty the terms of this Agreement shall govern and control.

18. Survival. All of the representations, warranties, covenants, certifications and agreements made by the Parties to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder for a period of two (2) years after the Closing Date.

19. Counterparts. This Agreement may be executed in counterparts, any of which may be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized officer.

MASSACHUSETTS TECHNOLOGY PARK
CORPORATION,
an independent public instrumentality of the
Commonwealth of Massachusetts

By: _____
Name: Mitchell Adams
Title: Executive Director _____

COUNTERPARTY

By: _____
Name: _____
Title: _____

MASSACHUSETTS RENEWABLE ENERGY
TRUST

By: _____
Name: M. Carter Wall
Title: Executive Director

EXHIBITS

- Exhibit A Calculation of Final Payment
- Exhibit B Commitment Letters
- Exhibit C Executed contract with Notus
- Exhibit D Certification as to the Truth, Accuracy and Completeness of Exhibits B and C

Exhibit A
Calculation of Final Payment

The Final Payment is calculated as the Purchase Price minus the non-refundable Deposit payment identified in Section 4.1 minus the following incremental costs resulting from the separate sale of WTGs and Towers ("Incremental Costs") which Incremental Costs shall be charged to Counterparty through the T&C Agreement:

Purchase Price minus Deposit	\$2,100,000	(a)
Incremental Costs		
Tower Certification	\$7,500	
Vestas Commissioning and Project Management	tbd	
SCADA	\$45,025	
Transport	tbd	
Commissioning Repair Coverage	<u>\$75,000</u>	
SUBTOTAL	\$	(b)
Final Payment	\$ _____	(a) – (b)

Exhibit B
Commitment Letters

Exhibit C
Executed Contract with Notus

Exhibit D

Certification as to the Truth, Accuracy, and Completeness of Exhibits B and C

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