

## PROJECT DEVELOPMENT AGREEMENT

**THIS PROJECT DEVELOPMENT AGREEMENT** (this “*Development Agreement*”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2018, by and between The City of Aurora with a principal business address at 44 East Downer Place, Aurora, Illinois, 60506 (“*Customer*”) and Ameresco, Inc. having its principal place of business at 111 Speen Street, Suite 410, Framingham, Massachusetts 01701 (“*Ameresco*”). The Customer and Ameresco may be referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

**WHEREAS**, Ameresco desires to perform certain services including a review for Customer at the facilities identified in Exhibit A attached hereto (the “*Facilities*”) to determine the suitability of each Facility for a solar PV system to generate electrical energy and associated environmental attributes, if any; and

**WHEREAS**, Customer intends to enter into one or more power purchase agreements for the sale of electrical energy generated at each Facility to Customer (each a “*PPA*” and collectively the “*PPAs*”) and one or more leases or other agreements for use of space at each Facility, at no additional cost, for the installation and operation of each solar PV system (each a “*Lease*” and collectively the “*Leases*”), each with Ameresco or its affiliate.

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, the Parties agree that the following terms will be the basis for attempting to negotiate definitive PPA(s), Lease(s) or other agreement(s) (the “**Definitive Agreements**”) for the project as described below:

1. Ameresco shall complete the following work under this Development Agreement (the “*Development Work*”):
  - (a) conduct a review of the Facilities to determine the suitability of each Facility for a solar PV system to generate electrical energy and associated environmental attributes, if any;
  - (b) prepare and deliver to Customer a proposal (the “*Project Proposal*”), which shall include:
    - (i) the proposed scope of work for installation of solar PV systems at the Facilities (“*Scope of Work*”); and
    - (ii) the solar power utility price expected in the PPA(s) (the “*PPA Price*”).

Coincident with the completion of the Development Work and Customer’s notification that it is prepared to proceed with the Project Proposal, Ameresco will prepare and submit to Customer the Definitive Agreement(s) detailing the terms and conditions related to the implementation of the Project Proposal.

2. The Leases shall provide for lessee’s use of space at each Facility, at no additional cost, for the installation and operation of each solar PV system together with right of access to and from such Facility and all necessary easements for access, transmission facilities, distribution lines, cables, wiring, conduits, etc. The exact square footage will not be known until after Ameresco undertakes further due diligence review. Customer shall provide sufficient construction laydown space at each Facility during construction. Customer shall grant easements for access to each Facility and for transmission and interconnection infrastructure. The exact locations of such easements will be determined following further project development. The easements shall be memorialized in written agreements in recordable form. Customer shall provide Ameresco with the right to exclusive insolation at the Site.

3. Customer hereby agrees that while this agreement remains in place, the electrical accounts listed in Exhibit B will not be renegotiated, aggregated or altered.

4. Exclusivity. In recognition of the fact that investigations, inspections and due diligence review and pursuit of the Project will require significant effort and expenditure by Optionee, Owner agrees that during the Option Period, Owner shall not directly or indirectly solicit, initiate, seek, encourage or support any inquiry, proposal, offer or bid from, negotiate with, provide any information to, or enter into any agreement with any party to lease, sublease, occupy or use the Property whether for a solar project or for any other use. Option Period shall last 18 months from the date of execution of this Development Agreement. Owner agrees that any such negotiations in progress as of the date hereof will be terminated or suspended during such period. Owner shall promptly disclose to Optionee any unsolicited inquiry or proposal from another party regarding use of the Property or installation of a solar project at the Property.

5. Ameresco's receipt of an executed copy of this Development Agreement shall be evidence of Customer's agreement to the terms and conditions of this Development Agreement and its authorization of and notification to Ameresco to proceed with the Development Work. Ameresco will thereafter promptly initiate the Development Work.

6. Ameresco's obligation to provide the Development Work under this Development Agreement may be terminated by Ameresco:

(a) Upon seven (7) days written notice if Ameresco believes that Ameresco is being requested by Customer to furnish or perform services contrary to Ameresco's responsibilities as a qualified professional services firm; or

(b) Upon seven (7) days written notice if Ameresco's services for the Development Work are delayed or suspended for more than ninety (90) days for reasons beyond Ameresco's control.

7. This Development Agreement and exhibits hereto, if any, shall (a) constitute the entire agreement between the Parties relating to the subject matter hereof, (b) supersede all previous agreements, discussions, communications and correspondences with respect to the subject matter hereof and (c) only be amended, supplemented or modified by a written instrument executed by both Parties. If any provision of this Development Agreement is held by a court of competent jurisdiction to be unenforceable, no other provision shall be affected thereby, and the remainder of this Development Agreement shall be interpreted as if it did not contain such unenforceable provision.

8. Customer shall provide Ameresco with the following information if currently available:

(a) any available geo technical studies and topographical plans showing the ground elevation of the Facilities, the soil composition, wet land areas, sacred or historically important areas, protected wildlife areas, and flood zones; all plans shall be provided to Ameresco in AutoCAD, if available or otherwise in hard copy;

(b) where applicable, any available building plans showing electrical drawings of switchgear and interconnection with the utility; all plans shall be provided to Ameresco in AutoCAD, if available or otherwise in hard copy;

(c) a listing, along with the associated fee structure for all required local permits, and any other fees to be assessed during the project development project phase or during the term of the PPA/Lease;

(d) contact information for applicable City of Aurora stakeholders in proposed project sites;

(e) copies of any title commitments or policies, site plans, surveys, zoning information, environmental reports and other available information regarding state and local laws and regulations affecting the Facilities; and

(f) such other information as may be reasonably requested by Ameresco.

If, during the performance of the Development Work, Ameresco should conclude, as a result of its analysis of the information provided by Customer, that it is not able to develop a project consistent with the terms of this Development Agreement, Ameresco may, by written notice to Customer, terminate this Agreement.

9. In no event shall Ameresco be liable for any special, consequential, incidental, punitive, exemplary or indirect damages in tort, contract or otherwise, including, without limitation, loss of profits, loss of use of the Facilities or other property, or business interruption, howsoever caused, in connection with this Development Agreement.

10. Ameresco and Customer represent and warrant to each other that (a) the execution, delivery and performance of this Development Agreement have been duly authorized and approved by all necessary organizational action on the part of such Party, (b) the signatories hereto have been duly authorized by all necessary organizational action of such Party to sign and deliver this Development Agreement and (c) upon execution this Development Agreement will constitute a legal, valid and binding obligation of such Party.

11. In the event Customer and Ameresco fail to execute a PPA as provided in paragraph 2 above, because Ameresco will not therefore be engaged to perform services in connection with the implementation of its recommendations, Ameresco will have no control over such implementation by the Customer or any third party. Accordingly, Ameresco specifically and expressly disclaims all responsibility for the use of or reliance upon such documents or memoranda by the Customer or any third party.

12. This Development Agreement shall be governed by the laws of the State in which the Facilities are located.

**IN WITNESS WHEREOF**, the duly authorized officers or representatives of the Parties have set their hand under seal on the date first written above with the intent to be legally bound.

**CITY OF AURORA**

**AMERESCO, INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**EXHIBIT A**

**FACILITIES LIST**

1. Aurora Municipal Airport
2. Aurora landfill

**EXHIBIT B**

**ELECTRICAL ACCOUNTS LIST**

<b><u>BILLING</u></b> <b><u>ACCOUNT #</u></b>	<b><u>METER #</u></b>	<b><u>SERVICE ADDRESS</u></b>	<b><u>FACILITY</u></b>	<b><u>Type</u></b>
1-2N64L0J	230138161	712 S RIVER ST		Retail
6311084103	COMED ACCT #			Retail
1-T18BZ6	230303005	1435 SOUTHLAWN PL	COMED/CONSTELLATION	Retail
2275160017	COMED ACCT #			Retail
1-FC-1688	230186184	ES RT 25 1S METTEL AURORA TWP		Retail
5989311001	COMED ACCT #			Retail
1-FC-2719	6169427003 UM	157 N ROOT ST LITS		Retail
6169427003	COMED ACCT #			Retail
1-F0-3550	230288472	0 W ORCHARD RD PUMP		Retail
1563013017	COMED ACCT #			Retail
1-FF-2854	230200814	20 E DOWNER PL		Retail
7597109000	COMED ACCT #			Retail
1-1T16J3W	272848997	2680 CHURCH RD COMM		Retail
3461058054	COMED ACCT #			Retail
1-1T0HYPI	230065213	2550 FRIEDER LN		Retail
2064171028	COMED ACCT #			Retail
1-FF-2938	230226178	WS LASALLE ST		Retail
7597507006	COMED ACCT #			Retail
1-FF-2234	230226235	6S376 N STATE RT 59 NAPER TWP		Retail
7424010003	COMED ACCT #			Retail
1-1T0HYXW	272582317	14 S LASALLE ST		Retail
6169452024	COMED ACCT #			Retail
1-T18C58	230226094	155 BAJE INDUSTRIAL DR		Retail
3443051039	COMED ACCT #			Retail
1-FF-3307	230256908	ES RT 25 3N LONG N.A.		Retail
7417332003	COMED ACCT #			Retail
1-FC-3513	230076117	233 N BROADWAY		Retail
6162300009	COMED ACCT #			Retail
1-FF-3727	230125349 & 230125348	0 W STOLP AVE, 1N BENTON		Retail
8082188009	COMED ACCT #			Retail
1-1T0HYX8	272729632	PARKER AVE AND PLEASANT PLACE		Retail
5255114003	COMED ACCT #			Retail

<b>BILLING ACCOUNT #</b>	<b>METER #</b>	<b>SERVICE ADDRESS</b>	<b>FACILITY</b>	<b>Type</b>
1-FF-3980	141653330	2026 NOTTINGHAM DR WELL PUMP # 26		Retail
8303133000	COMED ACCT #			Retail
1-T18C1X	141215022	1690 NORMANTOWN RD		Retail
3163099020	COMED ACCT #			Retail
1-T18C65	141142473	4 E BENTON		Retail
3571162012	COMED ACCT #			Retail
1-T18C10	095054293	2680 CHURCH RD		Retail
2971154026	COMED ACCT #			Retail
1-T18BQX	141215025	119 S CONSTITUTION DR		Retail
0795023059	COMED ACCT #			Retail
1-T18BUL	141215023	501 N ORCHARD RD		Retail
1251122069	COMED ACCT #			Retail
7597400084	230077427	21 S BROADWAY	UNDER ORDINANCE REVIEW	Retail
4291107012	140068858	0 W OHIO LITE XMAS N/S LEHNERTZ	Constellation as of March '17	Retail
6003025014	105003791	233 N BROADWAY AVE GAR	Constellation as of March '17	Retail
2447109044	140294207 & 141211373	0 N LAKESIDE DR WS RT 59 METRA LOT	Constellation as of March '17	Retail
3783163023	116701533	70 N BROADWAY LITE, PARKING LOT	Constellation as of March '17	Retail
1011161104	141467216	4100 PALMER DR	Constellation as of March '17	Retail
1438044011	141675681	1010 S LOUCKS ST AURORA	Constellation as of March '17	Retail
7597149004	141243211	8 E GALENA BLVD UNIT RVWK	Constellation as of March '17	Retail
0010126020	141321926	225 S BARNES RD BOOSTER STATION	Constellation as of March '17	Retail
7417459009	141625224 & 141700858	WS RT 25 1N COUNTRY CLUB BATAVIA TWP	Constellation as of March '17	Retail
2531109012	141678984	0 NW LINCOLN AVE LITE PARKING LOT SPRING	Constellation as of March '17	Retail
1443131076	141602816	1610 MOLITOR RD	Constellation as of March '17	Retail
6650723029	140033406	43W636 RT 30 SUG GRV TWP LGT	Constellation as of March '17	Retail
6650445011	092870900	55790 DUGAN RD SUG GRV		Retail
6650308004	141239761	43W674 RT 30 SUG GRV TWP	Constellation as of March '17	Retail
8082262000	271913117	17 N LAKE ST AURORA	Constellation as of March '17	Retail
0153161070	140354862	0SW COR BARNES RD PRAIRIE ST LIFT STAT	Constellation as of March '17	Retail
7597107006	140016891	5 E DOWNER PL UNIT LTS	Constellation as of March '17	Retail
8082447003	140470357	4 W NEW YORK ST AURORA	Constellation as of March '17	Retail
8082048000	117853197	49 W GALENA BLVD 6 AURORA	Constellation as of March '17	Retail
8082445009	230084930 & 230084931	635 N LAKE ST AURORA	Constellation as of March '17	Retail

<b>BILLING ACCOUNT #</b>	<b>METER #</b>	<b>SERVICE ADDRESS</b>	<b>FACILITY</b>	<b>Type</b>
1451014020	230074383	155 MANCHESTER WAY	<b>BOTH</b>	Retail
4202053089	141730141	4300 MERIDIAN PKWY CONTROLLER	<i>Under Constellation as of March 2017</i>	Retail
8082117019	141449681	80 S RIVER ST AURORA	<i>Under Constellation as of March 2017</i>	Retail
0472035000	273695951	1790 NORMANTOWN	POLICE RADIO	Franch
0347363008	230078316	0 N PRAIRIE 1E PALMER	ESDA FACILITY	Franch
0349033012	271911241	ESDA SIREN 3025 HEGGS RD AURORA	ESDA SIREN	Franch
0030151065	272146696	225 S BARNES RD	PUBLIC SFTY RADIO	Franch
0447662008	230305072	1901 BILTER RD	ESDA FACILITY	Franch
0300778009	230004295	1S RT34 ES EOLA AURORA	ESDA FACILITY	Franch
0327094066	230035289	O N OHIO ST & INDIAN/SOLFISBG PARK	SOFISBURG PARK	Franch
2089003012	230263349	2424 HAFENRICHTER RD	FIRE STATION #12	Franch
5989086012	230262139	1100 MITCHELL RD	EMA	Franch
2262168009	272886135	1960 E INDIAN TRAIL RD	POLICE STORAGE FACILITY	Franch
1848081006	230296727	23 E DOWNER PL	MEMORIAL MUSEUM	Franch
1368118086	272670244	1010 S LOUCKS ST	PUBLIC SFTY RADIO	Franch
2403151040	273459364	0 BENTON E/S OHIO GUARD SHACK	CROSS GRD SHLTR	Franch
0795384002	230076092	730 HILL AVE AURORA	FIRE STATION #5	Franch
0793757007	230284799	65 S WATER ST	FIRE PREVENTION	Franch
0099062012	230284801	S GALENA BLVD PARK 11 S STOLP AVE	PUBLIC SFTY	Franch
0795387003	230227298	0 W HILL 1N MONTGOMERY AUORA TWP	FIRE FACILITY	Franch
0793758022	230076085	60 E DOWNER PL	ALD OFC	Franch
0693065048	230288183	3770 MCCOY DR	FIRE STATION #8	Franch
1023066070	272668581	735 5TH AVE GUARD SHACK	CROSS GRD SHLTR	Franch
6423046008	273459365	594 5TH AVE		Franch
0546826000	273397369	SS BARDWELL 1E 5TH AURORA	ESDA FACILITY	Franch
1435012017	230263346	2424 HAFENRICHTER RD	ESDA SIREN	Franch
0470705009	230135930	44 E DOWNER PL	CITY HALL	Franch
7597514010	072963705	9 S WATER ST 2 AURORA	ADMIN BLDG	Franch
7597396012	140060262 & 230262168 & 230301332	13 S BROADWAY AURORA	ADMIN BLDG	Franch
0347297009	230138223	600 S RIVER ST	ANIMAL CONTROL BLDG	Franch
1108046001	230284299	2390 W ILLINOIS AVE	FIRE STATION #10	Franch
347296002	230307204 & 273389989	649 S RIVER ST	PUBLIC WORKS	Franch
6167082006	230253503	100 GREGORY ST	ESDA SIREN	Franch

BILLING ACCOUNT #	METER #	SERVICE ADDRESS	FACILITY	Type
3123113032	141684348	2112 MONTGOMERY RD	PUB WKS STRG FCLTY	Franch
4014050003	273407326	COMM TWR 3788 MCCOY DR	FIRE FACILITY TWR	Franch
0470090012	273330706	0 FERRY RD @WS E J&E RR TRKS	SIREN	Franch
6162347002	272944857	764 N BROADWAY	SALT BARN	Franch
6162344010	272944834	708 N BROADWAY UNIT 2	ELECTRICAL FCLTY	Franch
6162270042	230225097	745 AURORA AVE	POLICE FCLTY	Franch
0534306002	230230372	75 N BROADWAY	FIRE STATION #1	Franch
0534302004	230225132	720 N BROADWAY	PUB WKS/ESDA	Franch
0447713000	230262132 & 230262133	2339 DIEHL RD	FIRE FACILITY	Franch
6078128057	141139363	1100 CHURCH RD UNIT B	LIBRARY	Franch
5994480004	230227496	SS SHEFFER 1W GARFIELD PK	PARK FACILITY	Franch
0447731008	230262163	725 N MCCLURE RD	ESDA	Franch
0534299002	230227497	800 MICHELS AVE	FIRE STATION #4	Franch
0611470001	230221071	661 SULLIVAN RD	ESDA	Franch
1603081082	271915068	1901 ORCHARD GATEWAY RADIO TWR	PUB SFTY RADIO	Franch
0819003033	230221085	55462 ORCHARD AVE SIREN	ESDA FACILITY	Franch
0347305006	230218954	SS LAKEWOOD 1E RUSSELL	ESDA FACILITY	Franch
0347306003	272945038 & 273399836	824 KENILWORTH PL	FIRE STATION #7	Franch
0120054202	272606581	115 VINE ST	POLICE	Franch
0611472005	230134874	600 W NEWIND TER	FIRE STATION #3	Franch
7597108012	230296772	5 E DOWNER PL UNIT REST	TRAINING FACILITY	Franch
7597106009	230219435	5 E DOWNER PL UNIT A	ADMIN BLDG	Franch
8082078017	230226196	339 MIDDLE AVE	ADMIN BLDG	Franch
9580221011	230115821	5 E DOWNER PL STE T	ADMIN BLDG	Franch
0356631000	230225157	0 N INDIAN TER 3W RANDALL RD	ESDA FACILITY	Franch
1106290001	271662444	43W636 RT 30	AIRPORT ADMIN OFC	Franch
1106289008	273531867	43W636 RT 30 SUG GRV TWP	AIRPORT ADMIN OFC	Franch
7597104041	230221099	5 E DOWNER PL 02		Franch
0447665018	141762535 & 230313573	2680 CHURCH RD	ESDA SIREN	Franch
9411137015	230225775	41W356 GALENA BLVD SUG GRV	ESDA SIREN	Franch
4783171008	271915643	ESDA SIREN 339 MIDDLE AVE AURORA	ESDA SIREN	Franch
6311084103	230138161	712 S RIVER ST AURORA	ADMIN BLDG	Franch
7998788003	230113517	1 E BENTON ST UNIT LITE AURORA	PARKING LOT	Franch