

**3rd AMENDMENT
TO THE ENERGY SERVICES AGREEMENT
BY AND BETWEEN
MAHOMET-SEYMOUR CUSD 3
AND
AMERESCO, INC.**

THIS THIRD AMENDMENT TO THE ENERGY SERVICES AGREEMENT (this "Third Amendment") is entered into this day of February, 2014, by and between Mahomet-Seymour CUSD 3, having its principal place of business located at 101 North Division Street, Mahomet, IL 61853 (hereinafter referred to as "Customer") and Ameresco, Inc., having its principal place of business at 111 Speen Street, Suite 410, Framingham, MA 01701 (hereinafter referred to as "Ameresco"). The parties to this Agreement shall be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, CUSTOMER and Ameresco entered into an Energy Services Agreement dated January 11, 2013 (the "Agreement") under the terms of which Ameresco is to provide services for the design and execution of an energy consumption reduction and facility improvement project ("Project") consisting of certain energy conservation and facility improvement services and installations ("Scope of Services") at Customer's buildings that are described therein (the "Property"); and

WHEREAS, the Parties have agreed that an added Scope of Services (the "Additional Scope") shall be provided by Ameresco and that such Additional Scope will result in a corresponding increase in the Contract Cost (hereafter the "Additional Contract Cost") as well as an increase in the Annual Guaranteed Savings Amount (hereafter the "Additional Annual Guaranteed Savings Amount"); and

WHEREAS, Customer and Ameresco have mutually determined that such changes, reflected in the Additional Scope, Additional Annual Guaranteed Savings Amount, and Additional Contract Cost are necessary and desirable to them, in this limited instance and that the Agreement should be amended to reflect these changes; and

WHEREAS, Section 22 of the Agreement indicates that the Agreement may not be modified or amended except in a writing signed by the Parties;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:


1. Capitalized terms not defined herein shall have the same meaning as those set forth in the Agreement.

2. Attachment B of the Agreement is hereby amended by adding to the existing Scope of Services, the Additional Scope described in Exhibit A which is attached hereto and made a part of this Third Amendment.
3. The Additional Contract Cost to be charged for the Additional Scope is **FIVE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED (\$544,100.00)**. The Contract Cost, as modified by the First, Second and this Third Amendment to the Agreement, shall now be **ONE MILLION, TWO HUNDRED SIXTY FIVE THOUSAND, NINE HUNDRED FORTY EIGHT (\$1,265,948.00)**.
4. The Additional Annual Guaranteed Savings Amount associated with the Additional Scope is **FIFTY FOUR THOUSAND FOUR HUNDRED TEN (\$54,410.00)**. The Annual Guaranteed Savings Amount set forth in Attachment C of the Agreement as modified by the First, Second, and this Third Amendment shall now be **ONE HUNDRED THIRTY ONE THOUSAND THREE HUNDRED TWENTY EIGHT (\$131,328.00)**.
5. Attachment D of the Agreement is hereby amended by adding the Third Amendment Delivery and Acceptance Certificate set forth in Exhibit B which is attached hereto and made a part of this Third Amendment.
6. Attachment G of the Agreement is hereby amended by adding the Additional Savings Calculations which are set forth in Exhibit C which is attached hereto and made a part of this Third Amendment.
7. For the convenience of the Parties, a summary of the amended contract values and savings is attached hereto as Exhibit D.
8. All other provisions of the Agreement not expressly changed by this Third Amendment shall remain in full force and effect.

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

**MAHOMET-SEYMOUR
CUSD3**

AMERESCO, INC.



 Authorized Signature
 Name: Ricie Johnston
 Title: Supt. of Schools

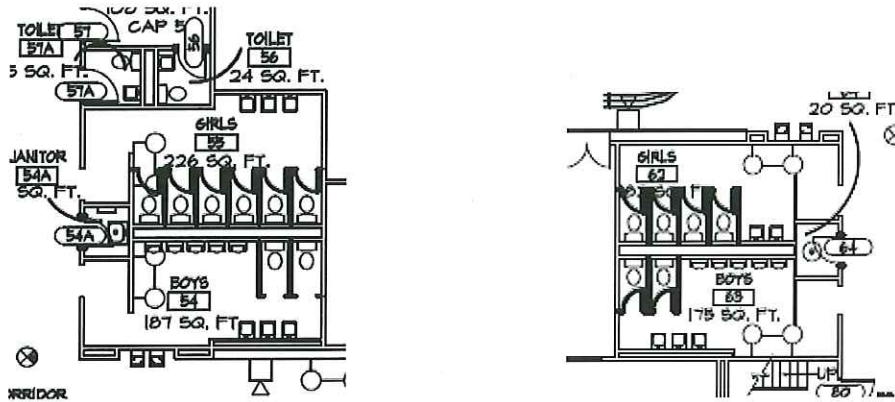
 Authorized Signature
 Name: Louis P. Maltezos
 Title: Executive Vice President & General
 Manager - Central Region

EXHIBIT A

ADDITIONAL SCOPE

1. **Lincoln Trails Restroom Upgrade** – The scope of work shall include the following:

Ameresco shall remodel the two (2) boys restrooms, two (2) girls restrooms, and two (2) teacher restrooms shown below designated as rooms 54 (boys), 55 (girls), 57A (teacher), 56 (teacher), 62 (girls), 63 (boys).



The designated restrooms shall be remodeled such that they attain a similar look and function as the recently remodeled restrooms in the high school. The look and function of a remodeled high school restroom is noted in the picture below. Remodeled restrooms shall also be configured to meet ADA accessibility requirements (note that some plumbing fixtures in the restrooms may need to be removed to obtain proper ADA clearances). This scope of work includes only the designated restrooms up to the entryway to the restrooms and does not extend beyond that boundary.



The scope of work is to include the following:

Demolition/Preparation

- Remove existing ceiling grid and tiles.
- Remove existing plumbing fixtures.
- Remove existing toilet partitions.
- Remove existing floor and wall tiles.

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- Existing walls to be patched where necessary/applicable.
- Replace / modify any part of the plumbing drain configuration necessary for new installation / application.
- Remove existing main door frames (where applicable) to meet ADA code requirements.

Construction

- Install new 2'x4' ceiling grid and tiles.
- Install new light fixtures
- Install new occupancy sensors.
- Install new exhaust air register.
- Install new wall tiles. Approximate height to cover up to 6' in elevation.
- Paint floors with epoxy paint and provide a 4" mop edge around entire perimeter.
- Provide new floor drains.
- Install new toilets with automatic flush valves.
- Install new urinals with automatic flush valves.
- Install new sinks.
- Provide soap dispensers, paper towel dispensers, mirrors, and wall-mounted wastebaskets.
- Provide and install new partitions. Partitions are to include hanging hooks, toilet paper dispensers, waste baskets (for girls restrooms), and locking mechanisms.
- Configure the entry way to meet ADA accessibility clearance requirements.
- Paint / refurbish existing wall heaters.
- Provide one (1) high air-volume electric hand dryer including the necessary power wiring.

2. Mahomet-Seymour High School Field Press Box Replacement – The scope of work shall include the following:

- Demo existing press box completely including storage area beneath.
- Install a new prefabricated steel press box with approximate dimensions of 8' x 42' supported on a galvanized steel understructure. The new press box will omit any storage underneath.
- The new press box will include the following features:
 - Two (2) end access landings and entry doors at each end
 - Five (5) rooms with dedicated doors
 - 18" wide aluminum countertop at the front windows
 - Insulated roof, walls, and floor
 - 2'x2' ceiling tile
 - Recessed fluorescent light fixtures
 - 5' wide rear access landing
- Note: The press box will not be ADA accessible

3. Mahomet-Seymour Junior High School Bleacher Replacement – The scope of work shall include the following:

- Demo existing wood bleachers.
 - Side A - 1st level approximately 90' wide by 9 risers high.
 - Side A - 2nd level approximately 111" wide by 7 risers high.
- Patch and touch up exposed walls affected by bleacher removal
- Furnish and install two (2) banks of bleachers – one (1) bank on the main floor with a seating capacity of approximately four hundred twenty three (423) seats and one (1) bank in the balcony with a seating capacity of approximately three hundred ninety (390) seats. The bleachers will have the following features:
 - Telescoping electric motor operated. The bleachers will be operated with a portable hand held controller that will plug into the side of the bleachers and will enable opening and closing the bleachers at the push of a button.
 - 10" deep plastic seats

- 26" row spacing on the main floor
- 22" row spacing in the balcony
- ADA seating with the ability to retract standard seats in the ADA seat space
- Self-storing center aisle rail
- Self-closing end rails
- Orange rails and blue seats

General Work Scope Comments:

- Unless specifically noted in the scope of work – abatement of ACM and other hazardous materials is excluded.
- As final engineering is not started and equipment is not ordered until Ameresco has a signed contract / notice to proceed - Ameresco cannot guarantee delivery dates / system start-up and is not responsible for costs associated with additional mobilizations, temporary equipment, etc. if long lead times affect construction schedule.
- Ameresco pricing assumes 100% availability of rooms to do the work. Unless noted otherwise, pricing based on 1st shift only (Monday through Friday).
- Wall painting is specifically excluded. Walls will be patched but they will not be painted. Unless specifically noted in the scope of work – paint / patch is excluded. If noted in the work scope – only the affected areas will be addressed (not the entire area / wall). Paint will match existing adjacent as close as possible but an exact match cannot be guaranteed.
- Piping / conduit / wire mold may be run exposed in occupied spaces (as applicable).
- Unless specifically noted in the scope of work – conduit / wire mold is un-painted.
- Some existing equipment may be left abandoned in place.
- Unless specifically noted in the scope of work – no piping covers have been included.
- If applicable - tile and carpet in-fill strips will match adjacent existing as close as possible but an exact match cannot be guaranteed.
- If applicable - existing ceiling tiles will be removed and reinstalled (as required for new plumbing lines). New ceiling / grid is not included in the work scope unless specifically noted.

EXHIBIT B

THIRD AMENDMENT DELIVERY AND ACCEPTANCE CERTIFICATE

This Attachment summarizes the results of the Measurement and Verification process for Projects implemented by Ameresco for CUSTOMER. The Additional Annual Guaranteed Savings Amount is:

Annual Energy Savings	\$ 0.00
Repair & Maintenance Savings	\$ 0.00
<u>Long Term Operating Cost Savings</u>	<u>\$ 54,410.00</u>
Annual Guaranteed Savings Amount	\$ 54,410.00

Energy Savings

The Annual Energy Savings identified in the table below are Agreed Upon Savings documented by the calculations and methodologies described in Exhibit C of this Third Amendment. CUSTOMER agrees that the Agreed Upon Savings are deemed satisfied upon installation of the related ECMs and the Agreed Upon Savings shall not be measured or audited.

ECM Description	Agreed Upon Savings
Lincoln Trails Restroom Upgrades	\$ 0.00
Mahomet-Seymour HS Football Field Press Box Replacement	\$ 0.00
Mahomet-Seymour Junior HS Bleacher Replacement	\$ 0.00
Total Annual Long Term Operational Cost Savings	\$ 0.00

Repair & Maintenance Savings

The Annual Repair & Maintenance Savings identified in the table below are Agreed Upon Savings. CUSTOMER agrees that the Agreed Upon Savings are deemed satisfied upon installation of the related ECMs / FIMs and the Agreed Upon Savings shall not be measured or audited.

ECM Description	Agreed Upon Savings
Lincoln Trails Restroom Upgrades	\$ 0.00
Mahomet-Seymour HS Football Field Press Box Replacement	\$ 0.00
Mahomet-Seymour Junior HS Bleacher Replacement	\$ 0.00
Total Annual Long Term Operational Cost Savings	\$ 0.00

Long Term Operating Cost Savings

Long Term Operational Cost Savings include the total savings associated with reduction in deferred maintenance backlog as well as the savings resulting from future capital replacement expenditures that are being offset by the District as a result of implementation of this project.

The ECMs / FIM's included in the Scope of Work of this Third Amendment have been analyzed and the Confidential & Proprietary Information of Ameresco, Inc.

future capital replacement expenditures that would otherwise be associated with each ECM / FIM have been tabulated. The total long term operating cost savings calculated in this manner are \$544,100. Therefore, 1/10th of this total, or \$54,410 of annual Long Term Operational Cost Savings have been included in the Additional Annual Guaranteed Savings Amount. The Annual Long Term Operational Cost Savings identified in the table below are Agreed Upon Savings. CUSTOMER agrees that the Agreed Upon Savings are deemed satisfied upon installation of the related ECMs and the Agreed Upon Savings shall not be measured or audited.

ECM Description	Agreed Upon Savings
Lincoln Trails Restroom Upgrades	\$ 21,632
Mahomet-Seymour HS Football Field Press Box Replacement	\$ 13,130
Mahomet-Seymour Junior HS Bleacher Replacement	\$ 19,648
Total Annual Long Term Operational Cost Savings	\$ 54,410.00

Calculation of Annual Energy Savings Deviation

Item B-1

(B-1) Total Guaranteed Energy Savings \$ 0

Item B-2

(D-2) Total Measured Energy Savings \$ 0

Item B-3

(B-3) Total Agreed Upon Energy Savings \$ 0

Item B-4 (B-4 = B-2 plus B-3)

(B-4) Total Actual Energy Savings \$ 0

Item B-5 (B-5 = B-4 minus B-1)

(B-5) Savings Deviation \$ 0

CUSTOMER	By:	Title:	Date:
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DELIVERY AND ACCEPTANCE CERTIFICATE

PROJECT COMPLETION LOG

Table AC-1

Sub-Project Tasks	Completion Date

Notes (special instructions etc.):

Items furnished to CUSTOMER upon accepting this Delivery and Acceptance Certificate:

- Receipt of owner's manuals; _____ sets.
- Receipt of instruction and training; _____
- Completion of inspection and walk-through.
- Receipt of warranty information.

The aforementioned Project is hereby completed to the standards set forth in the Agreement denoted above and to the satisfaction of CUSTOMER.

CUSTOMER	By:	Title:	Date:
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Item B-6

CUSTOMER accepts the pre- and post-construction savings measurements as set forth in the Delivery and Acceptance Certificate and agrees that all Guaranteed Savings have been satisfied and that the Work identified in Table AC-1 is complete.

CUSTOMER assumes possession thereof on _____.

CUSTOMER	By:	Title:	Date:
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Note: The Ameresco Project Manager may modify this project completion log to allow for the sign-off and turn-over of individual ECM work scope items as they are completed rather than waiting until entire project is 100% complete.

EXHIBIT C

ADDITIONAL SAVINGS CALCULATIONS

Not Applicable

EXHIBIT D

Summary of Contract Values and Savings

Agreement Summary

The following is a summary of the Agreement between Mahomet–Seymour CUSD 3 and Ameresco, Inc. as amended by this Third Amendment.

	Contract Value	Annual Energy Savings	Annualized Long Term Operational Savings	Annual Repair and Maintenance Savings	Annual Guaranteed Savings Amount
Original Contract	\$527,272	\$56,961	\$0	\$0	\$56,961
1st Amendment	\$133,703	\$0	\$13,370	\$500	\$13,870
2 nd Amendment	\$60,873	\$0	\$6,087	\$0	\$6,087
3 rd Amendment	\$544,100	\$0	\$54,410	\$0	\$54,410
Total	\$1,265,948	\$56,961	\$73,867	\$500	\$131,328