

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

THIS FIRST AMENDMENT TO THE ENERGY SERVICES AGREEMENT (this "First Amendment") is entered into this ^{20th} day of May, 2013, 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 First Amendment.
3. The Additional Contract Cost to be charged for the Additional Scope is **ONE HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED THREE (\$133,703.00)**. The Contract Cost, as modified by this First Amendment to the Agreement, shall now be **SIX HUNDRED SIXTY THOUSAND NINE HUNDRED SEVENTY FIVE (\$660,975.00)**.
4. The Additional Annual Guaranteed Savings Amount associated with the Additional Scope is **THIRTEEN THOUSAND EIGHT HUNDRED SEVENTY (\$13,870.00)**. The Annual Guaranteed Savings Amount set forth in Attachment C of the Agreement as modified by this First Amendment, shall now be **SEVENTY THOUSAND EIGHT HUNDRED THIRTY ONE (\$70,831.00)**.
5. Attachment D of the Agreement is hereby amended by adding the First Amendment Delivery and Acceptance Certificate set forth in Exhibit B which is attached hereto and made a part of this First 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 First 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 First 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

 Authorized Signature

Name: Rick Johnston

Name: Louis P. Maltezos

Title: Superintendent

Title: Executive Vice President & General
Manager - Central Region

EXHIBIT A

ADDITIONAL SCOPE

1. **Locker Replacement and Addition** - The scope of work includes the removal of some existing lockers as well as the addition of new lockers. This is depicted in Figure 1 below.

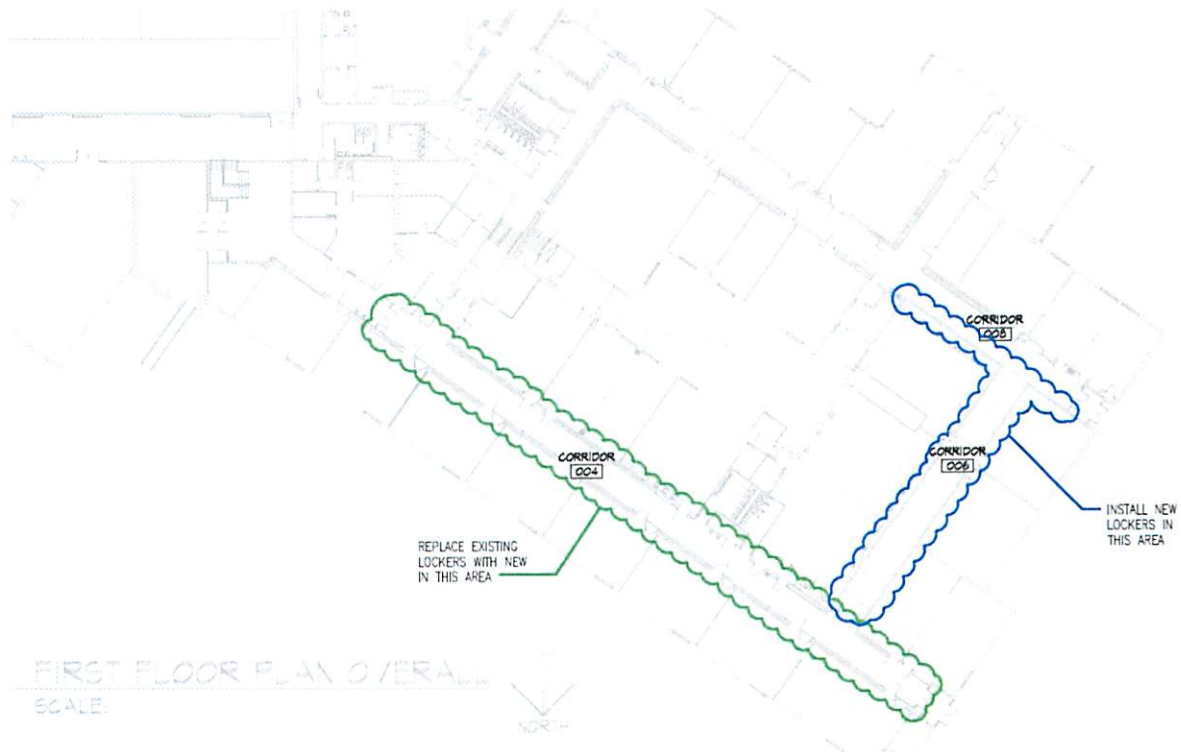


FIGURE 1

- Demolish 260 existing lockers in Corridor 004 and properly dispose of lockers offsite
- Install 192 new lockers to replace the old lockers removed from Corridor 004. The new lockers will be mounted on the existing base substrate. The lockers will be mounted such that the face of the lockers is approximately flush with the surrounding walls similar to the existing configuration.
- Existing flooring and wall surfaces immediately around the perimeter of the new lockers will be touched up as necessary for a finished appearance.
- 144 new lockers will be installed along both walls of corridor 006. Since corridor 006 has a sloped floor surface, the lockers will be installed in a stair step configuration in groups of approximately 5 lockers on each step. Mounting bases will be fabricated of fire treated wood and will be finished with a vinyl base cove.
- 30 new lockers will be installed in corridor 008 along the wall as shown in Figure 1. The lockers will be mounted on metal bases.
- Existing wall thermostats, electric wall outlets, and electric wall switches impacted by the new lockers will be relocated to a suitable location.

The new lockers will have the following features:

- 6' height for corridors 004 and 008

- 5 feet height for corridor 006
- 12" wide x 12" deep
- Built-in mastered keyed combination locks
- Numbered plates
- 16 gauge louvered metal doors and frame
- 16 gauge continuous piano hinge
- Hat shelf included in each locker
- Sloped top for lockers in corridors 006 and 008
- Single color as selected by the school district from available standard colors

General Work Scope Comments:

- Unless specifically noted in the scope of work – abatement of ACM and other hazardous materials is excluded.
- Material ordering and final scheduling will not occur until a signed agreement is received.
- Ameresco pricing assumes 100% availability of rooms to do the work. Unless noted otherwise, pricing based on 1st shift only (Monday through Friday).
- 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.
- 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. New ceiling / grid is not included in the work scope.

EXHIBIT B

FIRST 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	\$ 500.00
<u>Long Term Operating Cost Savings</u>	<u>\$ 13,370.00</u>
Annual Guaranteed Savings Amount	\$ 13,870.00

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 First 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
Locker Replacement and Addition	\$ 0.00
Total Annual Agreed Upon Energy 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
Locker Replacement and Addition	\$ 500.00
Total Annual Repair & Maintenance Savings	\$ 500.00

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 First Amendment have been analyzed and the 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 \$133,703.00. Therefore, 1/10th of this total, or \$13,370 of annual Long Term Operational Cost Savings have been

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 First 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
Total	\$660,975	\$56,961	\$13,370	\$500	\$70,831