

**2nd AMENDMENT
TO THE ENERGY SERVICES AGREEMENT
BY AND BETWEEN
MAHOMET-SEYMOUR CUSD 3
AND
AMERESCO, INC.**

THIS SECOND AMENDMENT TO THE ENERGY SERVICES AGREEMENT (this "Second Amendment") is entered into this 18th day of June, 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 Second Amendment.
3. The Additional Contract Cost to be charged for the Additional Scope is **SIXTY THOUSAND EIGHT HUNDRED SEVENTY THREE (\$60,873.00)**. The Contract Cost, as modified by the First Amendment and this Second Amendment to the Agreement, shall now be **SEVEN HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED FORTY EIGHT (\$721,848.00)**.
4. The Additional Annual Guaranteed Savings Amount associated with the Additional Scope is **SIX THOUSAND EIGHTY SEVEN (\$6,087.00)**. The Annual Guaranteed Savings Amount set forth in Attachment C of the Agreement as modified by the First Amendment and this Second Amendment, shall now be **SEVENTY SIX THOUSAND NINE HUNDRED EIGHTEEN (\$76,918.00)**.
5. Attachment D of the Agreement is hereby amended by adding the Second Amendment Delivery and Acceptance Certificate set forth in Exhibit B which is attached hereto and made a part of this Second 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 Second 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 Second 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**

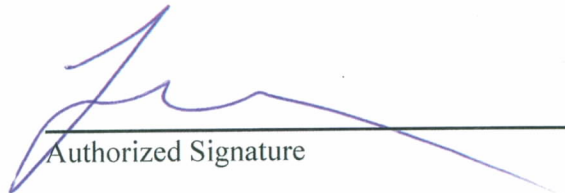
AMERESCO, INC.



Authorized Signature

Name: Rick D. Johnston

Title: Superintendent



Authorized Signature

Name: Louis P. Maltezos

Title: Executive Vice President & General
Manager - Central Region

EXHIBIT A

ADDITIONAL SCOPE

1. **Remodeling of Men's and Women's Restrooms in Sports Booth/Storage Building** – Ameresco shall remodel the men's and women's restrooms (2 restrooms total) located in the Sports Booth/Storage Building next to the football field. The scope of work is to include the following:

- Remove existing lavatories and replace them with one (1) new 3-bay Bradley sink in each restroom. The new sinks shall be equipped with motion-activated battery-powered faucets.
- Remove existing tank type water closets. Replace them with seven (7) new water closets and flushometers. Flushometers are to be motion-activated and battery-powered.
- Retrofit three (3) existing urinal flushometers such that they function automatically when sensing motion. Flushometers shall be battery powered.
- Temporarily remove sections of the CMU block wall to allow access into the plumbing chase.
- Install new water lines from the water main in the mechanical room to the restroom fixtures in each restroom. The new lines shall be sized to handle the water flow rate requirements of the new flushometers.
- Cap existing 1/2" water closet supply lines.
- Reinstall the cinder block previously removed.
- Install one (1) electric Exciter hand dryer in each restroom.
- Install new entry door thresholds.
- Install new grab bars for ADA stalls.
- Install new mirrors above each lavatory.
- Existing bathroom stalls are to be temporarily removed and reinstalled as required.
- Install epoxy resin flooring. The floor product shall be Tnemec Series 224 Deco-Fleck #503 or equal. Flooring color shall be as directed by the school district from available standard colors.

General Work Scope Comments:

- Abatement of ACM and other hazardous materials is excluded.
- Wall painting is specifically excluded. Walls will be patched but they will not be painted.
- 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).
- 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.
- Existing ceiling tiles will be removed and reinstalled as necessary for the new plumbing lines.

EXHIBIT B

SECOND 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>\$ 6,087.00</u>
Annual Guaranteed Savings Amount	\$ 6,087.00

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 Second 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
Football Field Men's and Women's Restroom Modernization	\$ 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
Football Field Men's and Women's Restroom Modernization	\$ 0.00
Total Annual Repair & Maintenance 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 Second 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 \$60,873. Therefore, 1/10th of this total, or \$6,087 of annual Long Term Operational Cost Savings have been

included in the Additional Annual Guaranteed Savings Amount. The Annual Long Term Operating 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
Football Field Men's and Women's Restroom Modernization	\$ 6,087.00
Total Annual Long Term Operational Cost Savings	\$ 6,087.00

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

Category	Value	Value	Value	Value
Option C savings	257,374	257,374		
Net Amortization	21,210			
2 nd Department	21,210			
Total	278,584	278,584		

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 Second 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
Total	\$721,848	\$56,961	\$19,457	\$500	\$76,918