

**FIFTH AMENDMENT  
TO THE ENERGY SERVICES AGREEMENT  
BY AND BETWEEN  
MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT 3  
AND  
AMERESCO, INC.**

**THIS FIFTH AMENDMENT TO THE ENERGY SERVICES AGREEMENT** (this "Fifth Amendment") is entered into this 7<sup>th</sup> day of May, 2018, by and between Mahomet-Seymour Community Unit School District 3, having its principal place of business located at 1301 S. Bulldog Drive, 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, as well as Four Amendments thereto dated May 20, 2013, June 18, 2013, February 21, 2014 and January 20, 2016 (as so amended, the "Agreement"), under the terms of which Ameresco has been providing services, in phases, 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**, Customer has requested that Ameresco implement an additional phase under the Agreement;

**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;

**WHEREAS**, On May 7<sup>th</sup>, 2018, Customer's Board of Education authorized Customer's entry into this Fifth Amendment; 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 A of the Agreement is hereby amended by adding to the existing Property Description, the Additional Buildings described in Exhibit A-5 which is attached hereto and made a part of this Fifth Amendment.
3. Attachment B of the Agreement is hereby amended by adding to the existing Scope of Services, the Additional Scope described in Exhibit B-5 which is attached hereto and made a part of this Fifth Amendment.
4. The Additional Contract Cost to be charged for the Additional Scope is **ONE HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS (\$171,528.00)**. The Contract Cost, as modified by this Fifth Amendment to the Agreement, shall now be **THREE MILLION NINE HUNDRED NINETY SEVEN THOUSAND FOUR HUNDRED SEVENTY SIX AND 00/100 DOLLARS (\$3,997,476.00)**.
5. The Additional Annual Guaranteed Savings Amount associated with the Additional Scope is **SEVENTEEN THOUSAND ONE HUNDRED FIFTY TWO AND 00/100 DOLLARS (\$17,152.00)** as further described in Exhibit C-5 which is attached hereto and made a part of this Fifth Amendment. The Annual Guaranteed Savings Amount set forth in Attachment C of the Agreement as modified by this Fifth Amendment, shall now be **FOUR HUNDRED FOUR THOUSAND FOUR HUNDRED EIGHTY AND 00/100 DOLLARS (\$404,480.00)**.
6. Attachment C of the Agreement is hereby amended by adding the Fifth Amendment Savings Guarantee set forth in Exhibit C-5 which is attached hereto and made a part of this Fifth Amendment.
7. Attachments D and D(1) of the Agreement are hereby amended by adding the corresponding Fifth Amendment Certificates set forth in Exhibits D-5 and D(1)-5 which are attached hereto and made a part of this Fifth Amendment.
8. Attachment E of the Agreement is hereby amended by adding the Notice to Proceed set forth in Exhibit E-5 which is attached hereto and made a part of this Fifth Amendment.
9. Attachment F of the Agreement is hereby amended by adding the Change Order set forth in Exhibit F-5 which is attached hereto and made a part of this Fifth Amendment.
10. Attachment G of the Agreement is hereby amended by adding the Additional Savings Calculations which are set forth in Exhibit G-5 which is attached hereto and made a part of this Fifth Amendment.
11. For the convenience of the Parties, a summary of the amended contract values and savings is attached hereto as Exhibit K-5.
12. All other provisions of the Agreement not expressly changed by this Fifth Amendment shall remain in full force and effect including but not limited to, Section 25 of the Agreement, Representations and Warranties, which representations and warranties are incorporated herein by reference with respect to this Fifth Amendment.

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.

AMERESCO, INC.

\_\_\_\_\_  
Authorized and Required Signature

Name: Louis P. Maltezos

Title: Executive Vice President

Date: \_\_\_\_\_

MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT 3

  
\_\_\_\_\_  
Authorized and Required Signature

Name: Dr. Lindsey Hall

Title: Superintendent

Date: 5/8/18

EXHIBITS TO ENERGY SERVICES AGREEMENT  
BETWEEN  
AMERESCO, INC.  
AND

MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT 3

EXHIBIT A-5

**PROPERTY DESCRIPTION**

The following buildings, facilities, and areas, which are owned and operated by CUSTOMER, are included in the Scope of Services set forth in Exhibit B-5:

<b>Building Name</b>	<b>Building Address</b>	<b>Building City, State, Zip Code</b>
Mahomet-Seymour High School	302 W. State Street	Mahomet, IL, 61853



## EXHIBIT B-5

### SCOPE OF SERVICES

This Exhibit sets forth a description of existing equipment and the Energy Conservation Measures (ECM) and related equipment to be installed by Ameresco at the buildings, facilities, and areas set forth in Exhibit A within the Property. Installation of the ECM(s) and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect achievement of the Guaranteed Savings. Any changes to the installation of the ECM(s) and the included equipment are subject to approval of Customer and issuance of a Change Order, which approval shall not be unreasonably withheld, conditioned or delayed.

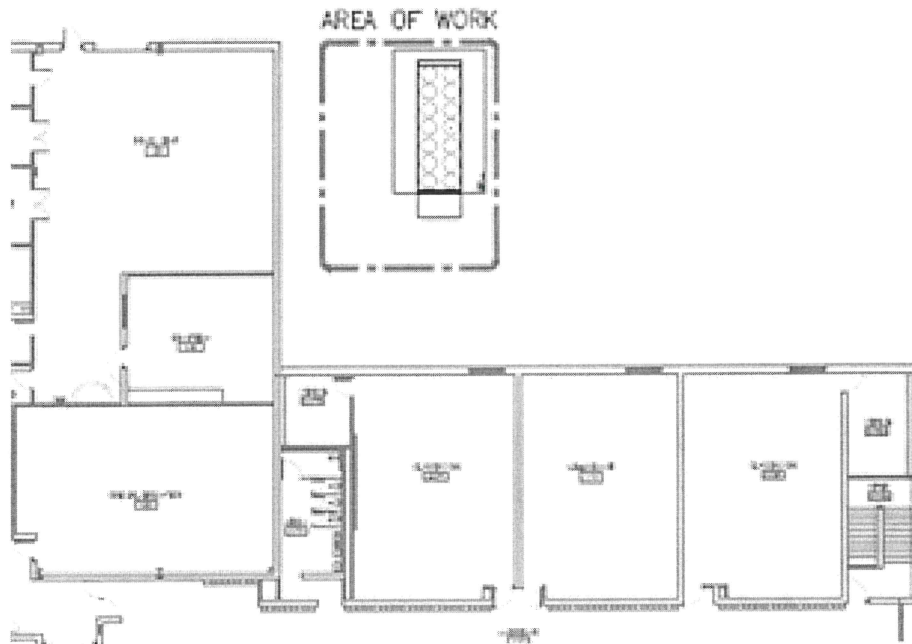
The ECMs described below are included in the Scope of Services:

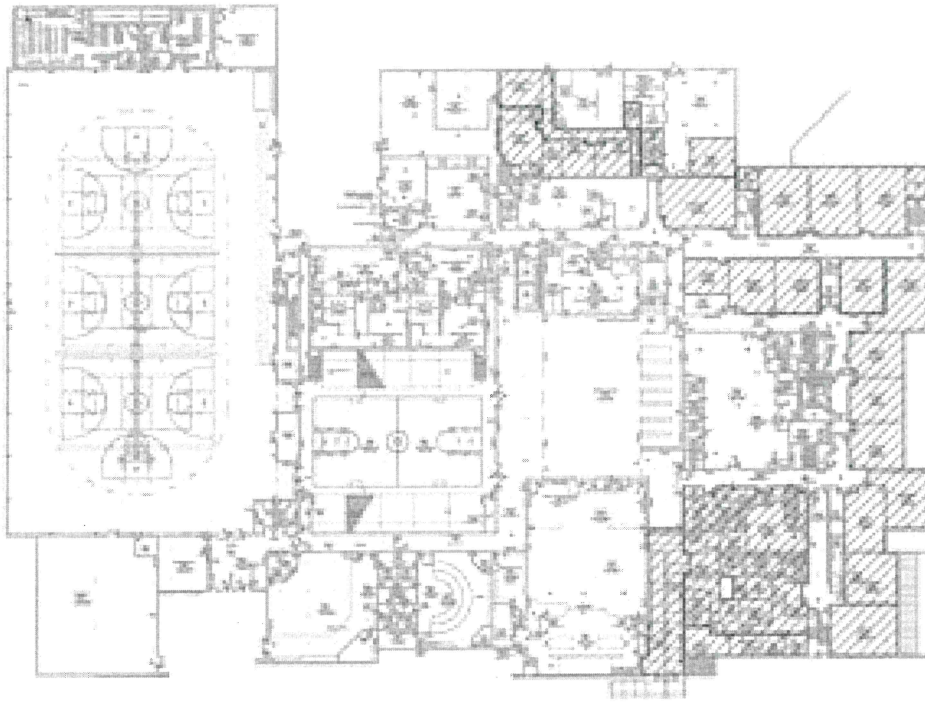
- ECM 1: Replace Northeast Air-Cooled Chiller and Pumps

#### **ECM 1: Replace Northeast Air Cooled Chiller and Pumps**

The Ameresco Scope of Services includes the following:

Replace the existing air-cooled screw chiller located outside at the northeast corner of the school with a new air-cooled scroll chiller as denoted by the following image. Chiller will be right sized for a cooling requirement of 130 tons and will serve the area detailed in the following images.

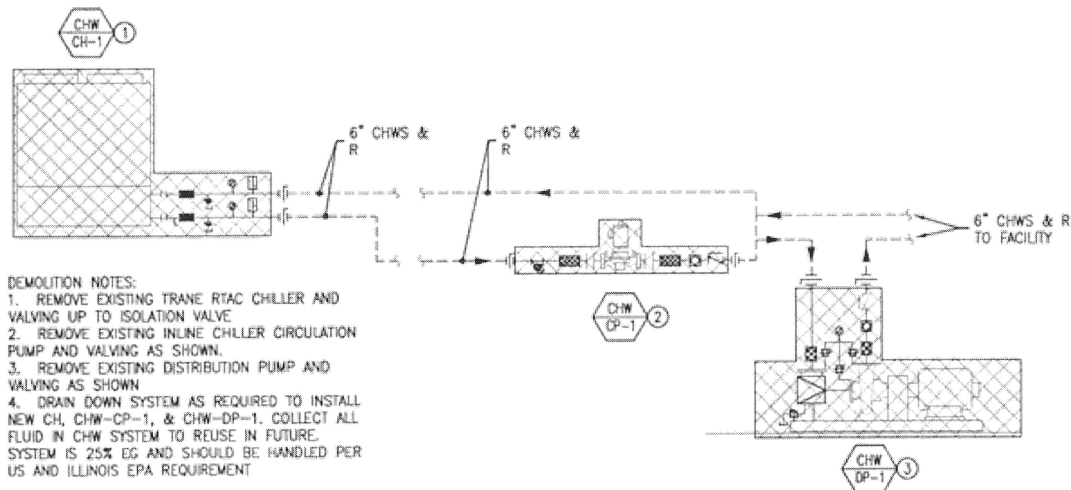




- Replace two (2) existing pumps. One (1) pump is used for circulation through the chiller

and one (1) pump is used for distribution to the building. Install necessary electrical components and controls as described below.

- The concrete pad that the existing chiller resides on will be reused as the location of the new chiller. Note: A fence around the noted equipment is not included in the Scope of Services.
- Disconnect electric and make safe the following equipment:
  - One (1) Trane RTAC-200 air-cooled chiller
  - One (1) primary chilled water circulation pump
  - One (1) secondary chilled water distribution pump
- Remove existing electrical fuse at switchgear.
- Disconnect all chilled water piping from chiller and drain down system to install new chiller and pumps.
- Capture existing glycol/water solution during demolition to be reused.
- Properly recover the existing R-22 refrigerant found in the existing chiller and recycle refrigerant per requirements.
- Demolish and remove the following existing equipment:
  - One (1) Trane RTAC-200 air-cooled chiller and associated valving to existing isolation valve
  - One (1) primary chilled water circulation pump and associated valving to isolation valve
  - One (1) secondary chilled water distribution pump and associated valving to isolation valve
  - Note: The existing isolation valves are existing and will be reused. These units are assumed to be in working operating condition.
- Demolish and remove existing chiller plant controls.



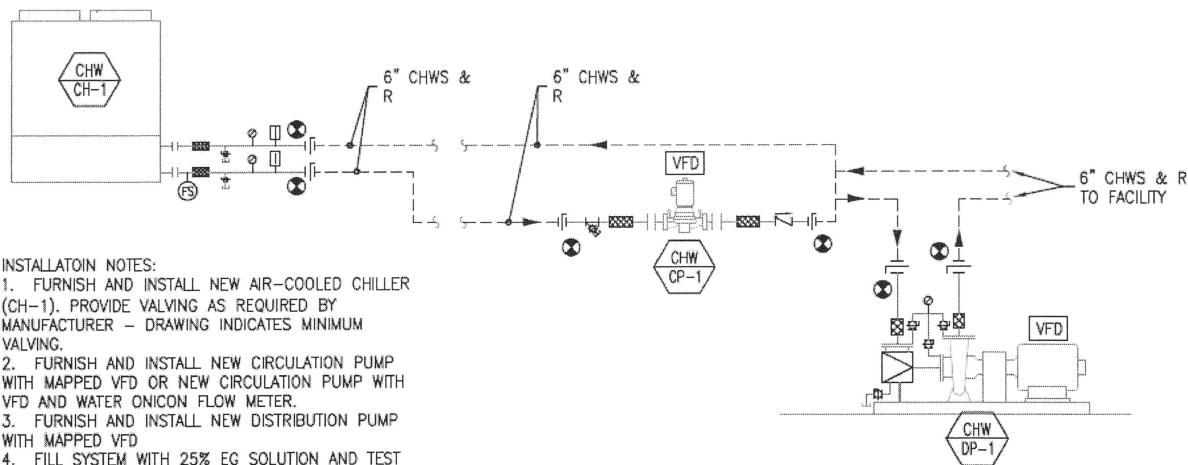
PARTIAL CHILLED DEMOLITION FLOW DIAGRAM  
NO SCALE

- Install one (1) new air-cooled screw chiller that includes the following:
  - Cooling capacity that satisfies the building load
  - A single point power connection of 460 V/3 PH/60 HZ
  - Chiller mounted BACnet controls that are NOT tied in with other existing building automation systems

- Aluminum microchannel – condenser fin options with hail guard
- Variable frequency drives (VFD) connected to condenser fans
- Elastomeric isolators for vibration isolation
- Unit disconnect switch
- IECC 2015 Compliant
- Install new chilled water circulation pump in the location denoted in the following sketch. Install the pump no higher than six (6) feet from the floor for ease of servicing. The pump shall have the following features:
  - 365 GPM at 30 feet of head
  - 1750 rpm
  - One (1) 5.0 HP non-overloading inverter duty motor
  - A single point power connection of 460 V / 3 PH / 60 HZ
  - Furnished with a remote mounted VFD with bypass
  - A new flowmeter to work with site's future variable primary capable chiller
  - Seals compatible with 25% EG (ethylene glycol)



- Install new chilled water distribution pump in the location denoted by image above. The pump shall have the following features:
  - 365 GPM at 85 feet of head
  - 3170 rpm
  - One (1) 15.0 HP non-overloading inverter duty motor
  - A single point power connection of 460 V / 3 PH / 60 HZ
  - Furnished with a remote mounted VFD with bypass
  - Seals compatible with 25% EG (ethylene glycol).



- INSTALLATION NOTES:
1. FURNISH AND INSTALL NEW AIR-COOLED CHILLER (CH-1). PROVIDE VALVING AS REQUIRED BY MANUFACTURER - DRAWING INDICATES MINIMUM VALVING.
  2. FURNISH AND INSTALL NEW CIRCULATION PUMP WITH MAPPED VFD OR NEW CIRCULATION PUMP WITH VFD AND WATER ONICON FLOW METER.
  3. FURNISH AND INSTALL NEW DISTRIBUTION PUMP WITH MAPPED VFD
  4. FILL SYSTEM WITH 25% EG SOLUTION AND TEST AND BALANCE EACH PUMP TO FLOWS.

PARTIAL CHILLED WATER FLOW DIAGRAM  
NO SCALE

- Insulate all new chilled water piping with IECC 2015 compliant insulation. Outdoor piping will receive PVC jacket.
- Install piping accessories such as temperature gauges, pressure gauges, check valves, strainers, vibration isolators, etc., as depicted in the schematic above.
- Install 120V at 30A power for temperature control controller.
- Furnish and install fuse for pumps.
- Install new control panel to feed replacement air-cooled chiller, replacement chilled water distribution pump, and replacement circulation pump.
- Install and connect new Chiller Plant Equipment to a new “temperature control” panel that shall consist of the following:
  - GUI graphics for the Chiller Plant Equipment.
  - Necessary wiring for the system to operate
  - Control points for proper plant operation
- Fill the chilled water loop with water and a 25% by volume ethylene glycol mixture needed to replace volume removed during disconnect process. Ensure to properly vent the loop.
- Balance the water flow rate through the primary loop and secondary loops.

**General Notes and Clarifications**

**General Scope of Services Comments:**

- Unless specifically noted in the Scope of Services – 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.
- 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 Services – paint / patch is excluded. If noted in the

Scope of Services – 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 Services – conduit / wire mold is un-painted.
- Some existing equipment may be left abandoned in place.
- Unless specifically noted in the Scope of Services – no piping covers have been included.
- New ceiling / grid is not included in the Scope of Services unless specifically noted.
- The Scope of Services is for the replacement of an air cooled chiller and pumps only with no work in the existing zones, terminal units, etc. Ameresco is not responsible for any existing issues with flows, terminal units, etc.



**EXHIBIT C-5**

**SAVINGS GUARANTEE**

**GUARANTEED SAVINGS AMOUNT; GUARANTEE PERIOD**

Ameresco hereby guarantees to Customer that the amount of the Annual Savings shall equal or exceed the “*Guaranteed Savings*” (as specified in Table C-1 below), over the Guarantee Period (defined below).

The Annual Guaranteed Savings Amount is made up of two (2) savings components:

1. Energy (Electricity) Savings
2. Operating Cost Savings

Ameresco, guarantees the total Annual Guaranteed Savings Amount, but does not guarantee the savings amount achieved by each individual savings measure.

Calculation of the Annual Savings, inclusive of Agreed Upon Savings, shall be performed under, and governed by, the methods, formulas, and procedures described in the Measurement and Verification Plan set forth in Exhibit G-5.

Table C-1

<b>Year</b>	<b>Energy Savings</b>	<b>Operating Cost Savings</b>	<b>Total Guaranteed Savings</b>
1	\$235	\$16,917	\$17,152
2	\$235	\$16,917	\$17,152
3	\$235	\$16,917	\$17,152
4	\$235	\$16,917	\$17,152
5	\$235	\$16,917	\$17,152
6	\$235	\$16,917	\$17,152
7	\$235	\$16,917	\$17,152
8	\$235	\$16,917	\$17,152
9	\$235	\$16,917	\$17,152
10	\$235	\$16,917	\$17,152

Ameresco and the Customer acknowledge and agree:

- a) The Facility is currently operating with central air conditioning systems but the existing air cooled chiller is oversized (for the load / area it serves) and one (1) of the two (2) compressors is currently not operational.
- b) Customer’s plans include project(s), and their related costs, to address the failed air cooled chiller, operate, and maintain a central air conditioning system.
- c) By completing the Project contemplated in this Amendment, Customer will eliminate the need for the planned replacement of the air cooled chiller and related equipment project(s) and, in so doing, customer will realize long term operating savings related to the avoided capital expense associated with the planned central air conditioning project(s);

- d) Accordingly, the Guaranteed Savings set forth herein and the Savings determined under the M&V Plan include: i) utility savings from new air cooled chiller that would have resulted from operating the buildings with the planned air cooled chiller replacement project(s); ii) long term operating cost savings associated with avoided capital costs for the planned central air conditioning project(s) that, because of this Project, will not be necessary.

Ameresco hereby guarantees to Customer that the amount of the Annual Savings shall equal or exceed the Guaranteed Savings over the Guarantee Period.

Calculation of the Annual Savings, inclusive of Agreed Upon Savings, shall be performed under, and governed by, the methods, formulas, and procedures described in the Measurement and Verification Plan set forth in Exhibit G-5.

The Guarantee Period shall be 10 years unless terminated earlier as a result of termination of the Agreement or of the M&V Services described in Exhibit G-5.

The termination of this Agreement for convenience shall release Ameresco from its obligation to provide maintenance, monitoring and training services after the effective date of termination, as well as its obligation to provide the Savings Guarantee after the termination date.

**Customer Review**

The Customer has reviewed the Guaranteed Savings calculations, assumptions, and methodologies contained in the M&V Plan and the Baseline, and the Standards of Service and Comfort set forth in Exhibit G-5 and finds them to be reasonable.

This Exhibit C-5, comprising two (2) pages, is attached to and made part of the Agreement.

**MAHOMET-SEYMOUR COMMUNITY  
UNIT SCHOOL DISTRICT 3**

**AMERESCO, INC.**

By: Lindsey Hall  
Name: Dr. Lindsey Hall  
Date: 5/8/18

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT D-5  
DELIVERY AND ACCEPTANCE CERTIFICATE

**PROJECT COMPLETION LOG**

<i>Sub-Project Tasks/Punch List items</i>	<i>Completion Date</i>

<p><b>Notes (special instructions etc.):</b></p>
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**Items furnished to CUSTOMER with 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 punch list items are hereby completed in accordance with the Agreement. Customer agrees that the Energy Savings and Operating Cost Savings, as applicable, have been satisfied for the term of the Guarantee Period.

CUSTOMER	By:	Title:	Date:
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EXHIBIT D (1)-5

**PERCENT COMPLETE ACKNOWLEDGEMENT CERTIFICATE**

Customer hereby acknowledges receipt and acceptance of the \_\_\_\_\_ portion of the Energy Conservation Measure (the "ECM") described in Attachment B to the Energy Services Agreement (the "Agreement") dated \_\_\_\_\_, 201\_ between Customer and Ameresco. Customer certifies that the work described in the related application for payment submitted by Ameresco has been completed in accordance with the Agreement and that the ECM(s) are \_\_\_\_\_ percent complete, as substantiated by sufficient detail provided by Ameresco. Customer agrees to make payment to Ameresco as set forth in Section 4 of the Agreement.

Date Accepted by Customer: \_\_\_\_\_

Accepted for:

Accepted by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF AMERESCO**

Ameresco hereby acknowledges that the total amount due based upon percent complete for the ECM's described in Attachment B, and the Notice to Proceed, hereto is \$ \_\_\_\_\_.

Date Accepted by Ameresco:

Accepted for: AMERESCO, INC.

Accepted by:

Name:

Title:

[PLEASE PRINT ON CUSTOMER LETTERHEAD]  
EXHIBIT E-5

**NOTICE TO PROCEED**

MONTH DAY YEAR

Louis P. Maltezos  
Executive Vice President  
Ameresco, Inc.  
150 N. Michigan Avenue, Suite 420  
Chicago, IL 60601

**SUBJECT: NOTICE TO PROCEED**

Mr. Maltezos:

In accordance with the terms of the Energy Services Agreement dated January 11, 2013, Customer hereby issues this **Notice to Proceed** to Ameresco in relation to the Scope of Services for this Phase of work as described in this Fifth Amendment to such Agreement.

Sincerely,

**MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT 3**

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Name:  
Title:

EXHIBIT F-5

**CHANGE ORDER**

Change Request No.

CUSTOMER:

Department:

Project No.

Contract No.

Site:

Title:

**I. REQUEST**

Date:

(a) Requested by:

Of

(b) Description of change:

**II. AMERESCO'S AGREEMENT**

For all costs involved in this change including extensions of time herein requested, Ameresco proposes to perform the work described in accordance with the provisions of the Agreement for the price as follows.

**Payment shall be made on the basis of:**

- (a) Predetermined lump sum total of (add) (deduct) \$\$
- (b) Lump sum "not-to-exceed" (add) (deduct) \$\$  
 (Max. price based on contract or Negotiated unit prices)  
 NOTE: ONLY IF RATE TABLE INCLUDED: ()
- (c) Time & Material Basis \$  
 "not-to-exceed" (add) (deduct)  
 (Computed in accordance with provisions of the Contract)

Place an "X" beside selected proposal method and strike out either (add) or (deduct) whichever does not apply. If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted per (c) above.

An extension of contract time of \_\_\_\_\_ calendar days to is requested.

**ATTACHMENTS**

[Tailor to Change Order and Scope]

ATTACHMENTS

[Tailor to Change Order and Scope]

All references in the Agreement to Attachments shall also mean and refer to Attachments A-\_, B-\_  
etc., as a separate scope of Work. Attachments A-1 through J-1 shall be read and construed  
separately from Attachments A-\_ through J-\_

All other provisions of the Agreement not expressly modified by this Change Order #\_\_ shall  
remain in full force and effect including, but not limited to, Section 25 of the Agreement,  
Representations and Warranties, which representations and warranties are incorporated herein by  
reference with respect to this Change Order #\_\_.

IN WITNESS WHEREOF, the Parties hereto have caused this Change Order #\_\_ to be duly  
executed and delivered by their proper and duly authorized officers.

**AMERESCO, INC.**

:

\_\_\_\_\_  
By: Louis P. Maltezos  
Title: Executive Vice President  
Date:  
(Signature Required)

\_\_\_\_\_  
By:  
Title:  
Date:

**CUSTOMER APPROVAL:**  
CUSTOMER

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contract Award	\$
Previous Additions	\$
Previous Deductions	\$
Net Total	\$
This Change	\$
Total	\$

**EXHIBIT G-5**

**MEASUREMENT AND VERIFICATION PLAN;  
METHODOLOGY OF CALCULATING SAVINGS;  
TRAINING;  
MEASUREMENT AND VERIFICATION FEE SCHEDULE;  
CUSTOMER'S MAINTENACE RESPOSIBILITIES;  
STANDARDS OF SERVICE AND COMFORT**

**SECTION 1: SAVINGS MEASUREMENT AND VERIFICATION**

**Utility Rates**

Table G1 summarizes the baseline utility rates. These rates were used in establishing the Baseline and calculations in this Exhibit G-5. Throughout the Term of the Guarantee Period the utility rates in Table G1, escalated at 0.0% per year shall be used in determining Annual Savings. The Customer acknowledges and accepts the utility rates set forth in Table G1 as reasonable. Table G2 summarizes baseline data received by Ameresco from Customer.

**Table G1: Utility Rates**

Facility	Electric
	\$/kWh
Mahomet-Seymour High School	\$0.086

**Table G2: Existing Utility Information**

Electrical		
Total kWh	2,271,452	kWh
Total kW	5,920	kW
Max kW	619	kW
Wattage per SF	3.0	W/SF
Cons. per SF	11.1	kWh/SF
Electric Intensity	37.75	kBtu/SF
Cost per kWh	\$0.086	\$/kWh

**Agreed Upon Energy Savings**

The Annual Savings identified in the table below are Agreed Upon Savings for the First Guarantee Year documented by the calculations and methodologies described in this Exhibit E-5 and are not subject to measurement or verification. In each subsequent Guarantee Year, the Agreed Upon Savings shall be escalated at a rate of 0.0% per year to determine the Agreed Upon Savings from these measures for such Guarantee Year. The Parties have reviewed the savings in Table G3 and the Customer agrees and accepts that upon Substantial Completion of the related ECMs the Agreed Upon Savings set forth in Table G3 below shall be deemed achieved and included, with appropriate escalation as set forth herein, in the Annual Savings determined for each Guarantee Year.

**Table G3: Energy Agreed Upon Savings for First Guarantee Year**

<b>ECM</b>	<b>Agreed Upon Savings</b>
ECM – 1: Replace Northeast Air Cooled Chiller and Pumps	\$235
<b>Total Agreed Upon Energy Savings:</b>	<b>\$235</b>

**Agreed Upon Operating Cost Savings**

The annual operating cost savings identified in Table G4 below are Agreed Upon Savings for the First Guarantee Year documented by the calculations and methodologies described in this Exhibit E-5 and are not subject to measurement or verification. These savings have been reviewed and analyzed by the Parties and may include but are not limited to: repair and maintenance cost reductions; deferred maintenance backlog cost reductions; and other long term operating cost savings. In each subsequent Guarantee Year, the Agreed Upon Savings in Table G4 shall be escalated at a rate of 0.0% per year to determine the Agreed Upon Savings from operating savings for such Guarantee Year. The Customer agrees and accepts that upon Substantial Completion of the Project, the Agreed Upon Savings set forth in Table G4 below shall be deemed achieved and included, with appropriate escalation as set forth herein, in the Annual Savings determined for such Guarantee Year.

**Table G4: Operating Cost Agreed Upon Savings for First Guarantee Year**

<b>ECM</b>	<b>Agreed Upon Savings</b>
ECM – 1: Replace Northeast Air Cooled Chiller and Pumps	\$16,917
<b>Total Agreed Upon Operating Cost Savings:</b>	<b>\$16,917</b>

**M&V Services**

After the Delivery and Acceptance date, Ameresco will perform an inspection of installed equipment and verify that the equipment is performing as expected. Ameresco will submit to Customer a measurement and verification report (the “M&V Report”), which shall include verification that equipment is installed and operating correctly. The Guaranteed Savings will be deemed achieved for the balance of the Guarantee Period and no further M&V Services will be performed. The Guaranteed Savings will be deemed achieved for each year for which M&V Services are not required to be performed.

<b>ECM</b>	<b>Description</b>	<b>M&amp;V Services</b>
ECM - 1	Replace Northeast Air Cooled Chiller and Pumps	The air cooled chiller system will be checked to ensure the system / equipment is operating as intended. The equipment will be inspected to ensure that efficiency requirements are met by verification and inspection of nameplate data and/or manufacturer supplied data. These performance verification checks will occur one (1) time post construction



“Agreed Upon Savings” savings are not subject to measurement or verification and do not include measurement and verification activities and is utilized on ECMs where the costs to accurately calculate, measure, or monitor the projected savings would be greater than the anticipated savings value and/or when the Parties believe the risk associated with realizing the savings does not justify the additional cost of measurement, monitoring, and verification.

Customer is aware that optional on-going M&V Services are available, at additional cost, for the duration of the Guarantee Period and Customer has determined not to incur such costs for noted services.

### **Dispute Resolution**

Any dispute, claim or disagreement of any kind or nature between the Parties arising out of or in connection with this M&V Plan, Adjustment to the Baseline or the Savings Guarantee shall be resolved in accordance with the Dispute Resolution procedures as noted below:

- Claims, disputes, or other matters in controversy ( a “Dispute”) arising out of or related to the Agreement or the Project shall be subject to informal dispute resolution and mediation as a condition precedent to any and all remedies at law or in equity. If during the term of this Agreement a Dispute arises concerning the Project or this Agreement, the Dispute shall initially be submitted to Customer’s project representative and Ameresco’s project manager for resolution by mutual agreement between the Parties. Any mutual determination by Customer’s project representative and Ameresco’s project manager will be final and binding upon the Parties. However, should Customer representative and Ameresco’s project manager fail to arrive at a mutual decision as to the Dispute within ten (10) business days after notice to both individuals of such Dispute, such Dispute will be submitted to a representative from management of both Parties who shall meet in person or by phone within ten (10) business days after either Party gives the other Party written notice of the Dispute (the “Dispute Notice”). The Dispute Notice shall set forth in reasonable detail the aggrieved Party’s position and its proposal for resolution of the Dispute. If the Dispute is not resolved within thirty (30) calendar days after the first meeting of the Parties, then the Parties shall endeavor to resolve the Dispute by mediation. A request for mediation shall be made in writing and delivered to the other Party. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period of time by agreement of the Parties or court order.
- The Parties shall share the fees of the mediation equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- If the Parties do not resolve the Dispute through informal dispute resolution or mediation, either Party is free to pursue any other available remedy in law or at equity.



## SECTION 2: METHODOLOGY USED TO CALCULATE PROJECT SAVINGS

The methodology used for projecting savings resulting from the implementation of the Project is summarized in the following equation:

$$\text{Annual Savings} = \text{Energy Savings} + \text{Operating Cost Savings}$$

Where:

**Annual Savings:** The total annual savings associated with implementation of this Project. This is the savings figure that will be used for comparison to the Guaranteed Savings as part of the Guarantee Reconciliation.

**Energy Savings:** The total Energy Savings associated with reduction in energy consumption as a result of implementation of this Project.

**Operating Cost Savings:** Operating Cost Savings can result from avoided expenditures for operations, maintenance, equipment repair, or equipment replacement and/or capital funds for projects that, because of the Project, will not be necessary. Sources of Operating Cost savings may include: i) avoided current or planned capital expense, ii) avoided O&M and/or equipment repair and replacement expense, and, iii) avoided renovation, renewal, or repair costs as a result of the Project.

### ENERGY SAVINGS

Table G5: Summary of Annual Savings

ECM #	Scope	Electric Savings	Electric Rate	Total Savings
		kWh/Year	\$/kWh	\$/Year
ECM - 1	Replace Northeast Air Cooled Chiller and Pumps	2722	\$0.086	\$235

The following details the savings calculations associated with each Energy Conservation Measure (ECM) included in Exhibit B-5.

**ECM 1: Replace Northeast Air Cooled Chiller and Pumps**

**EXISTING CONDITIONS:**

Chiller Tonnage =	200 tons		
Electrical kW	246.1 kW		
Max Electrical kW/ton	1.23 kW/ton		
Chiller IPLV (EER)	13.64 EER		
Chiller IPLV (kW/ton) =	0.880 kW/ton	Outside Air Ratio	30%
CHWP Motor Hp =	23.375 hp	Cooling Setpoint	75 F
CHWP Motor kW	17.43 kW	Unoccupied UV's SAT	60 F
		Economizer Cutoff	60 F
Conversion Constant =	0.7457 kW/hp	Chilled Water Flow=	480 GPM
CHWP Load Factor =	100%	Estimated Load=	100 tons
		Supply Air Temperature=	55 F
Pump Efficiency =	75.0%	Maximum Outdoor Air Temp=	80.4 F
Speed % =	100%	Maximum Chiller PLR=	50%

Occupied (Non-Summer)										
Bin Temps		TMA	Total	Load	CHWP	CHWP	Chiller Eff.	Chiller Load	Demand	Elec. Required
Mid-pts	DB (F)	F	Hrs	%	kW	kWh	IPLV	Tons	kW	kWh/yr
93	92 to 94	80.4	4	50.0%	23.2	93	0.880	100	88	352
91	90 to 92	79.8	5	48.8%	23.2	116	0.880	98	86	429
89	88 to 90	79.2	29	47.6%	23.2	674	0.880	95	84	2,431
87	86 to 88	78.6	39	46.5%	23.2	906	0.880	93	82	3,188
85	84 to 86	78	70	45.3%	23.2	1,627	0.880	91	80	5,576
83	82 to 84	77.4	70	44.1%	23.2	1,627	0.880	88	78	5,431
81	80 to 82	76.8	80	42.9%	23.2	1,859	0.880	86	76	6,041
79	78 to 80	76.2	30	41.7%	23.2	697	0.880	83	73	2,203
77	76 to 78	75.6	70	40.6%	23.2	1,627	0.880	81	71	4,995
75	74 to 76	75	60	39.4%	23.2	1,394	0.880	79	69	4,156
73	72 to 74	74.4	71	38.2%	23.2	1,650	0.880	76	67	4,771
71	70 to 72	73.8	125	37.0%	23.2	2,905	0.880	74	65	8,140
69	68 to 70	73.2	68	35.8%	23.2	1,580	0.880	72	63	4,287
67	66 to 68	72.6	118	34.6%	23.2	2,742	0.880	69	61	7,193
65	64 to 66	72	104	33.5%	23.2	2,417	0.880	67	59	6,124
63	62 to 64	71.4	97	32.3%	23.2	2,254	0.880	65	57	5,510
61	60 to 62	70.8	33	31.1%	23.2	767	0.880	62	55	1,806
59	58 to 60	70.2	92	29.9%	0.0	0	0.880	60	53	0
57	56 to 58	69.6	135	28.7%	0.0	0	0.880	57	51	0
55	54 to 56	69	101	27.6%	0.0	0	0.880	55	48	0
53	52 to 54	68.4	171	26.4%	0.0	0	0.880	53	46	0
51	50 to 52	67.8	98	25.2%	0.0	0	0.880	50	44	0
<b>Totals</b>			<b>1,670</b>			<b>24,938</b>				<b>72,632</b>

Unoccupied (Summer)										
Bin Temps		TMA	Total	Load	CHWP	CHWP	Chiller Eff.	Chiller Load	Demand	Elec. Required
Mid-pts	DB (F)	F	Hrs	%	kW	kWh	IPLV	Tons	kW	kWh/yr
93	92 to 94	80.4	0	50.0%	0.0	0	0.880	100	88	0
91	90 to 92	79.8	29	48.5%	23.2	674	0.880	97	85	2,476
89	88 to 90	79.2	18	47.1%	23.2	418	0.880	94	83	1,490
87	86 to 88	78.6	65	45.6%	23.2	1,511	0.880	91	80	5,214
85	84 to 86	78	64	44.1%	23.2	1,487	0.880	88	78	4,968
83	82 to 84	77.4	98	42.6%	23.2	2,278	0.880	85	75	7,354
81	80 to 82	76.8	111	41.2%	23.2	2,580	0.880	82	72	8,042
79	78 to 80	76.2	193	39.7%	23.2	4,486	0.880	79	70	13,484
77	76 to 78	75.6	34	38.2%	23.2	790	0.880	76	67	2,287
75	74 to 76	75	184	36.8%	23.2	4,276	0.880	74	65	11,903
73	72 to 74	74.4	175	35.3%	23.2	4,067	0.880	71	62	10,868
71	70 to 72	73.8	160	33.8%	23.2	3,719	0.880	68	60	9,522
69	68 to 70	73.2	387	32.4%	23.2	8,994	0.880	65	57	22,030
67	66 to 68	72.6	187	30.9%	23.2	4,346	0.880	62	54	10,161
65	64 to 66	72	191	29.4%	23.2	4,439	0.880	59	52	9,884
63	62 to 64	71.4	214	27.9%	23.2	4,974	0.880	56	49	10,521
61	60 to 62	70.8	232	26.5%	23.2	5,392	0.880	53	47	10,806
59	58 to 60	70.2	24	25.0%	0.0	0	0.880	50	44	0
57	56 to 58	69.6	131	23.5%	0.0	0	0.880	47	41	0
55	54 to 56	69	179	22.1%	0.0	0	0.880	44	39	0
53	52 to 54	68.4	93	20.6%	0.0	0	0.880	41	36	0
51	50 to 52	67.8	292	19.1%	0.0	0	0.880	38	34	0
<b>Totals</b>			<b>3,061</b>			<b>54,430</b>				<b>141,011</b>

**PROPOSED CONDITIONS:**

Chiller Tonnage =	141 tons		
Electrical kW	158.4 kW		
Max Electrical kW/ton	1.12 kW/ton		
Chiller IPLV (EER)	16.25 EER		
Chiller IPLV (kW/ton) =	0.738 kW/ton	Outside Air Ratio	30%
CHWP Motor Hp =	17 hp	Cooling Setpoint	75 F
CHWP Motor kW	12.68 kW	Unoccupied UV's SAT	60 F
		Economizer Cutoff	60 F
Conversion Constant =	0.7457 kW/hp	Chilled Water Flow=	365 GPM
CHWP Load Factor =	100%	Estimated Load=	130 tons
		Supply Air Temperature=	55 F
Pump Efficiency =	76.1%	Maximum Outdoor Air Temp=	80.4 F
Speed % =	100%	Maximum Chiller PLR=	92%

Occupied (Non-Summer)										
Bin Temps		TMA	Total	Load	CHWP	CHWP	Chiller Eff.	Chiller Load	Demand	Elec. Required
Mid-pts	DB (F)	F	Hrs	%	kW	kWh	IPLV	Tons	kW	kWh/yr
93	92 to 94	80.4	4	92.2%	16.6	67	0.738	130	96	384
91	90 to 92	79.8	5	90.0%	16.6	83	0.738	127	94	469
89	88 to 90	79.2	29	87.8%	16.6	483	0.738	124	91	2,652
87	86 to 88	78.6	39	85.7%	16.6	649	0.738	121	89	3,479
85	84 to 86	78	70	83.5%	16.6	1,165	0.738	118	87	6,085
83	82 to 84	77.4	70	81.3%	16.6	1,165	0.738	115	85	5,926
81	80 to 82	76.8	80	79.1%	16.6	1,332	0.738	112	82	6,591
79	78 to 80	76.2	30	77.0%	16.6	499	0.738	109	80	2,404
77	76 to 78	75.6	70	74.8%	16.6	1,165	0.738	105	78	5,450
75	74 to 76	75	60	72.6%	16.6	999	0.738	102	76	4,535
73	72 to 74	74.4	71	70.4%	16.6	1,182	0.738	99	73	5,206
71	70 to 72	73.8	125	68.2%	16.6	2,081	0.738	96	71	8,882
69	68 to 70	73.2	68	66.1%	16.6	1,132	0.738	93	69	4,678
67	66 to 68	72.6	118	63.9%	16.6	1,965	0.738	90	67	7,849
65	64 to 66	72	104	61.7%	16.6	1,732	0.738	87	64	6,682
63	62 to 64	71.4	97	59.5%	16.6	1,615	0.738	84	62	6,012
61	60 to 62	70.8	33	57.4%	16.6	549	0.738	81	60	1,971
59	58 to 60	70.2	92	55.2%	0.0	0	0.738	78	57	0
57	56 to 58	69.6	135	53.0%	0.0	0	0.738	75	55	0
55	54 to 56	69	101	50.8%	0.0	0	0.738	72	53	0
53	52 to 54	68.4	171	48.6%	0.0	0	0.738	69	51	0
51	50 to 52	67.8	98	46.5%	0.0	0	0.738	66	48	0
<b>Totals</b>			<b>1,670</b>			<b>17,865</b>				<b>79,256</b>



Unoccupied (Summer)										
Bin Temps		TMA	Total	Load	CHWP	CHWP	Chiller Eff.	Chiller Load	Demand	Elec. Required
Mid-pts	DB (F)	F	Hrs	%	kW	kWh	IPLV	Tons	kW	kWh/yr
93	92 to 94	80.4	0	92.2%	0.0	0	0.738	130	96	0
91	90 to 92	79.8	29	89.5%	16.6	483	0.738	126	93	2,702
89	88 to 90	79.2	18	86.8%	16.6	300	0.738	122	90	1,626
87	86 to 88	78.6	65	84.1%	16.6	1,082	0.738	119	88	5,689
85	84 to 86	78	64	81.4%	16.6	1,066	0.738	115	85	5,421
83	82 to 84	77.4	98	78.6%	16.6	1,632	0.738	111	82	8,024
81	80 to 82	76.8	111	75.9%	16.6	1,848	0.738	107	79	8,776
79	78 to 80	76.2	193	73.2%	16.6	3,213	0.738	103	76	14,713
77	76 to 78	75.6	34	70.5%	16.6	566	0.738	99	73	2,496
75	74 to 76	75	184	67.8%	16.6	3,064	0.738	96	71	12,988
73	72 to 74	74.4	175	65.1%	16.6	2,914	0.738	92	68	11,859
71	70 to 72	73.8	160	62.4%	16.6	2,664	0.738	88	65	10,391
69	68 to 70	73.2	387	59.7%	16.6	6,443	0.738	84	62	24,040
67	66 to 68	72.6	187	56.9%	16.6	3,113	0.738	80	59	11,088
65	64 to 66	72	191	54.2%	16.6	3,180	0.738	76	56	10,786
63	62 to 64	71.4	214	51.5%	16.6	3,563	0.738	73	54	11,480
61	60 to 62	70.8	232	48.8%	16.6	3,863	0.738	69	51	11,791
59	58 to 60	70.2	24	46.1%	0.0	0	0.738	65	48	0
57	56 to 58	69.6	131	43.4%	0.0	0	0.738	61	45	0
55	54 to 56	69	179	40.7%	0.0	0	0.738	57	42	0
53	52 to 54	68.4	93	38.0%	0.0	0	0.738	54	40	0
51	50 to 52	67.8	292	35.3%	0.0	0	0.738	50	37	0
<b>Totals</b>			<b>3,061</b>			<b>38,993</b>				<b>153,871</b>

<b>ANNUAL SAVINGS:</b>	
Chiller Savings =	-19,485 kWh
Pump Motor Savings =	22,510 kWh
<b>Total Savings with Safety Factor</b>	<b>2,722 kWh</b>

**Operating Cost Savings**

Operating Cost Savings includes avoided expenditures for equipment replacement and/or capital funds for projects that, because of the Scope of Services of this project, will not be necessary. Sources of Operating Cost savings may include: i) avoided current or planned capital expense, ii) avoided O&M and/or equipment repair and replacement expense, and, iii) avoided renovation, renewal, or repair costs as a result of the project.

Deferring the capital intensive Scope of Services items included in this Agreement will result in increased costs in the future when implemented. Ameresco uses RS Means construction data, as well as recent project cost information (including data from bids for work to be performed), to determine approximate replacement values for the various building systems impacted by this Project. The current costs are then modified for performing this work in the future utilizing inflation, cost of money, economies of scale, and other factors as applicable. The increased future costs are then annualized, based on a project term, to determine the Year 1 Operating Cost Savings value.

From the Scope of Services related to the installation of the ECMs, the Customer will have a Year 1 Operating Cost Savings (avoided expenditures) of \$16,917.

**Table G6: Year 1 Operating Costs Savings**

<b>ECM</b>	<b>Year 1 Operating Cost Savings</b>
ECM 1: Replace Northeast Air Cooled Chiller and Pumps	\$16,917

The Customer has identified the need for improving its existing facilities in order to address known building deficiencies, extend the building / systems useful life, and address occupant comfort issues. As a result, the Customer has developed estimates for the costs of the Scope of Services included in the ECMs if a separate project had to be performed to complete such Scope. The Customer desires to incorporate the Scope of Services into this Agreement in order to ensure such Scope is completed within the schedule and cost agreed to with Ameresco. The Customer finds that the Year 1 Operating Cost Savings identified in Table G6 are reasonable estimates of the costs avoided by incorporating the Scope of Services into the Agreement and agrees and accepts these Year 1 Operating Cost Savings subject to completion of the M&V Services set forth in this Exhibit G-5.

In each subsequent Guarantee Year, the Year 1 Operating Cost Savings determined for the First Guarantee Year shall be escalated at a rate of 0.0% per year.

### SECTION 3: TRAINING

Ameresco shall provide training on the intent, design, operating requirements and operational and maintenance requirements for all ECMs installed. The following section defines the intent, personnel to be involved, logistics, and tracking and documentation for the Training Plan that shall be provided by Ameresco. The table below indicates total number of training hours per ECM.

Ameresco will implement a training program that involves classroom and hands-on/field training. Training sessions will include a review of the overall installation and performance characteristics of installed Energy Conservation Measures. Documentation will include review of O&M manuals, drawings, and equipment specification literature. Facilities personnel, and select building occupants, will receive comprehensive manuals for reference. The primary goal of Ameresco's training program will be to educate designated operations, maintenance, and building staff in the key areas that relate to the ECMs installed throughout the project. Ameresco has identified one (1) level of training for the specific ECMs which are installed.

- **Level 1:** For systems and equipment which are essentially direct replacements of existing equipment, such that no additional skills will be required to perform operations and maintenance functions, the training will be limited to a general overview of the equipment installed, a review of the manufacturer's O&M manuals, and an explanation of equipment warranties. This level of training will provide operations and maintenance staff the familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and all warranty information. This training will be conducted one (1) time and will include up to two (2) hours of classroom instruction for all ECMs designated for Level 1 training.

Note: "Classroom" refers to a setting where information is presented to Customer personnel and may occur on-site in a meeting room, office, boiler room, etc.).

The Customer shall provide suitable space and make personnel available, as reasonably required for Ameresco to conduct training under this Exhibit G-5.

ALL ECMs – Level 1 Training

#### **SECTION 4: MEASUREMENT AND VERIFICATION FEE SCHEDULE**

It is agreed that the Guaranteed Savings for the Guarantee Period are achieved upon Substantial Completion. Therefore, no M&V Services or fees are included for the Scope of Services set forth in Exhibit B-5.

Customer is aware that optional on-going M&V Services are available, at additional cost, for the duration of the Guarantee Period and Customer has determined not to incur such costs for noted services.



## SECTION 5: CUSTOMER'S MAINTENANCE RESPONSIBILITIES; STANDARDS OF SERVICE AND COMFORT

### CUSTOMER'S MAINTENANCE RESPONSIBILITIES

Customer, at its own expense, will keep and maintain, or cause to be kept and maintained, the ECMs and all equipment in as good operating condition as when delivered to the Customer hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide maintenance and service and make all repairs necessary for such purpose. Responsibility for the proper maintenance, service, repair and adjustments to each ECM, ECM system and related ancillary systems and equipment, including related expenses, shall transfer to the Customer on an ECM by ECM basis on the date of "Substantial Completion" of each ECM as such date is determined in accordance with the definition of Substantial Completion set forth in Section 1 of the Agreement. The Customer will be responsible for such maintenance, service, repair and adjustments for the remainder of the Term. Operation and Maintenance Manuals (O&M Manuals) will be provided to the Customer, by the ESCO. Included with the O&M manuals will be a list of maintenance responsibilities and tasks for the Customer.

*Start-up and Shutdown:* The Customer's responsibilities include all system start-ups and shut-downs. System start-up (beginning of season) and shut-down (end of season) refers to specific manufacturer recommendations with respect to "proper" system start-up, operation, maintenance, and shut-down as defined in the manufacturer's installation / operation / maintenance (O&M) manuals which will be provided to the Customer upon Substantial Completion and / or Delivery and Acceptance, as appropriate.

*Operations:* The Customer shall operate the equipment installed hereunder in accordance with parameters noted in the manufacturers' recommendations, and any supplemental procedures supplied to the Customer by ESCO, including those set forth in the O&M manuals. The Customer shall also operate the equipment and systems (including ancillary related systems) in accordance with Standards of Comfort noted below.

*Maintenance:* The Customer's maintenance responsibilities include the proper operation and prompt repair and maintenance of each ECM, ECM system and related ancillary systems and equipment such that they are maintained in good working order during the Term. The Customer shall repair and maintain (i) the equipment and all other components which comprise the ECM and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM, including performance of the maintenance tasks, manufacturer's recommendations and supplemental procedures included in the O&M Manuals. Maintenance also refers to performing required maintenance of ancillary systems.

In addition to any of its other obligations under this Agreement, Customer agrees to operate and maintain all ECM's to the standards set forth in this Exhibit G-5. Deviation from these standards may result in adjustments to the Baseline, the Guaranteed Savings or the determination of Annual Savings.

**STANDARDS OF SERVICE AND COMFORT**

Space temperature set points for locations served by existing controls and programmable thermostats will be set and maintained by Customer as shown in the tables below (note – new chiller has local controls). Ameresco shall not be responsible for existing HVAC equipment and ancillary services (HVAC equipment ancillary services not replaced as part of project) ability to meet the space temperatures provided in the following tables. Deviation from these standards may result in adjustments to the Baseline, the Guaranteed Savings Amount and/or the determination of Annual Savings.

**Cooling Set Points:**

Space	Minimum Temperature
Occupied	76°F
Unoccupied	N/A
Storage area requiring heat	N/A
Areas not requiring heat	N/A

This Exhibit G-5, comprising thirteen (13) pages, is attached to and made part of the Agreement.

**MAHOMET-SEYMOUR COMMUNITY  
UNIT SCHOOL DISTRICT 3**

By: Lindsey Hall  
Name: Dr. Lindsey Hall  
Date: 5/8/18

**AMERESCO, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT F-5

SUMMARY OF CONTRACT VALUES AND SAVINGS

Agreement Summary

The following is a summary of the Agreement between Mahomet-Seymour Community Unit School District 3 and Ameresco, Inc. as amended by the Fifth Amendment.

Contract Type	Contract Date	Contract Value	Energy Savings	Operating Cost Savings	Total Guaranteed Savings
ESA	1/11/2013	\$ 527,272	\$ 56,961	\$ -	\$ 56,961
Amendment #1	5/20/2013	\$ 133,703	\$ -	\$ 13,870	\$ 13,870
Amendment #2	6/18/2013	\$ 60,873	\$ -	\$ 6,087	\$ 6,087
Amendment #3	2/21/2014	\$ 544,100	\$ -	\$ 54,410	\$ 54,410
Amendment #4	1/20/2016	\$ 2,560,000	\$ 4,015	\$ 251,985	\$ 256,000
Amendment #5		\$ 171,528	\$ 235	\$ 16,917	\$ 17,152
<b>TOTALS =</b>		<b>\$ 3,997,476</b>	<b>\$ 61,211</b>	<b>\$ 343,269</b>	<b>\$ 404,480</b>



Mahomet-Seymour CUSD #3  
Administrative Center

1301 S. Bulldog Drive, P.O. Box 229  
Mahomet, IL 61853  
Phone: (217) 586-2161  
Fax: (217) 586-7591

## NOTICE TO PROCEED

May 8, 2018

Louis P. Maltezos  
Executive Vice President  
Ameresco, Inc.  
150 N. Michigan Avenue, Suite 420  
Chicago, IL 60601

SUBJECT: NOTICE TO PROCEED

Mr. Maltezos:

In accordance with the terms of the Energy Services Agreement dated January 11, 2013, Customer hereby issues this Notice to Proceed to Ameresco in relation to the Scope of Services for this Phase of work as described in this Fifth Amendment to such Agreement.

Sincerely,

MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT 3

A handwritten signature in blue ink that reads "Lindsey Hall". The signature is written in a cursive style and is positioned above a solid horizontal line.

Name: Dr. Lindsey Hall  
Title: Superintendent