

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
HARVARD SOLAR GARDEN PROJECT I, LLC**

This Amended and Restated Operating Agreement of the Company is dated effective as of August 13, 2012 and entered into by and between the Member and Manager for the purpose of continuing a limited liability company under the laws of the Commonwealth of Massachusetts.

Recitals

WHEREAS, the Company is currently governed pursuant to the terms and provisions of the Operating Agreement dated effective as of December 16, 2011 and executed on March 26, 2012 (the "Original Operating Agreement") by and between the Member and Manager;

WHEREAS, the Company has changed its name from Harvard Community Solar Garden Project I, LLC to Harvard Solar Garden Project I, LLC;

WHEREAS, the Member has changed its name from Harvard Community Solar Garden I, LLC to Harvard Solar Garden I, LLC; and

WHEREAS, the Member and Manager wish to amend and restate the Original Operating Agreement to reflect the foregoing name changes and otherwise update the Original Operating Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Original Operating Agreement in its entirety and agree as follows:

1. **Definitions.** As used in this Agreement:

"Act" means the Massachusetts Limited Liability Company Act as adopted by the State as Chapter 156C of the Massachusetts General Laws and as amended from time to time.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person.

"Agreement" means this Amended and Restated Operating Agreement of the Company.

"Company" means Harvard Solar Garden Project I, LLC, a Massachusetts limited liability company.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" or "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

“Manager” means Worth Robbins, or any Person who becomes a Manager as provided in this Agreement, in each such Person’s capacity as such.

“Member” means Harvard Solar Garden I, LLC, a Massachusetts limited liability company, and its successors and assigns.

“Original Operating Agreement” has the meaning set forth in the Recitals.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

“Solar Facility” has the meaning set forth in Section 2.6.

2. Continuation.

2.1. Continuation, Name. The Member hereby continues a single member limited liability company under the Act. The name of the limited liability company is Harvard Solar Garden Project I, LLC.

2.2. Defects as to Formalities. A failure to observe any formalities or requirements of this Agreement, the Certificate of Organization for the Company or the Act shall not be grounds for imposing personal liability on the Member or the Manager for liabilities of the Company.

2.3. No Partnership Intended. The Company has been formed under the Act and is expressly not intended to be a partnership under either the Massachusetts Revised Uniform Partnership Act or the Massachusetts Revised Uniform Limited Partnership Act or a corporation under the Massachusetts Business Corporation Law. For so long as the Company has only one Member, the Company is intended to be disregarded for federal income tax purposes except as otherwise required under applicable law. The Company shall take such actions, including the making of available tax elections, as are reasonably necessary to ensure that the Company will be so classified.

2.4. Rights of Creditors and Third Parties. This Agreement is entered into for the exclusive benefit of the Company, its Member and its successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company, the Manager and any Member with respect to any contribution or otherwise.

2.5. Title to Property. All assets and property, whether real or personal, tangible or intangible, including contractual rights, owned or possessed by the Company shall be held or possessed in the name of the Company. All such assets, rights, and property shall be deemed to be owned or possessed by the Company as an entity, and no Member individually shall have any ownership of or rights to such property. The Member's interest in the Company shall be personal property for all purposes.

2.6. Purposes of the Company. The sole purposes of the Company shall be to own and operate a community solar photovoltaic facility located in Harvard, Massachusetts (the "Solar Facility"). The business of the Company shall include participation in such activities as are necessary or appropriate to protect or enhance the assets of the Company. The Company shall not engage in any other business or activity.

3. Management.

3.1 Authority. Subject to Section 3.2 of this Agreement, the Manager shall have all authority, rights, and powers generally conferred by law and shall have all the authority, rights, and powers which it deems necessary or appropriate to effect the purposes of the Company, including, without limitation, the following subject to the limitations stated below:

- (i) to own and operate the Solar Facility;
- (ii) to employ, contract and deal with, from time to time, any Persons, in connection with the management and operation of the business of the Company, including the Member or Affiliate of the Member; *provided, however,* that such fees, prices, or other compensation paid by the Company therefor is, in the judgment of the Manager, reasonable, or competitive, with the fees, prices, or compensation customarily paid for similar property or services in the geographic area;
- (iii) to acquire, by purchase, lease or otherwise, hold, dispose of and otherwise deal with such real or personal property as may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (iv) to bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Company;
- (v) to pay as a Company expense any and all organizational expenses of the Company;
- (vi) to deposit, withdraw, invest, pay, retain, and distribute the funds of the Company in a manner consistent with this Agreement;
- (vii) to make or to revoke such elections under the Code and other relevant tax laws as to the treatment of items of income, gain, loss, deduction, and as to all other relevant matters, as the Manager deem necessary or appropriate and in the best interest of the Member, including, without limitation, elections referred to in Section 754 of the Code, selection of the manner and method of determining depreciation of the capital assets of the Company, determination of which items of cash outlay are to be capitalized or treated as current expenses, and selection of the method of accounting and bookkeeping procedures to be used by the Company;
- (viii) to place record title to, or the right to use Company assets in the manner or names of a nominee or nominees, or trustee or trustees, for any purpose convenient or beneficial to the Company;
- (ix) to borrow money, issue evidence of indebtedness and enter into agreements related or incident to the foregoing in furtherance of any or all of the purposes or business of the Company on such terms and conditions as the Manager shall in its sole discretion determines, and to secure the same by a grant of security interests in the assets of the Company;
- (x) to exercise all rights and powers under the Act unless such right or power is expressly limited herein or under the Act;
- (xi) to employ agents, accountants, attorneys, consultants and other Persons necessary or appropriate to carry out the business and operations of the Company, and to pay fees, expenses and other compensation to such

Persons;

- (xii) to establish reserves in such amounts and from such sources as the Manager deems appropriate, if any, and to increase or decrease such reserves from time to time as the Manager deems appropriate and to place reserves or any other funds not being immediately distributed to the Member or used for other Company business in FDIC insured bank accounts;
- (xiii) to execute, acknowledge, and deliver any and all instruments to effectuate the foregoing; and
- (xiv) enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the State.

3.2 Restrictions on Authority.

(a) Notwithstanding Section 3.1, the Manager shall not, without the affirmative written consent of the Member: (i) sell or exchange all, or substantially all, of the assets of the Company; (ii) cause the Company to file for bankruptcy; (iii) merge or consolidate the Company with or into another limited liability company, partnership, corporation or other business entity; (iv) consent to the sale or donation of the Solar Facility by the Company; (v) change the nature of the business of the Company; (vi) cause the Company to settle, compromise, mediate or otherwise relinquish any claim (actual or prospective), or to release, waive or diminish any material Company rights in any litigation or arbitration matter involving a claim in excess of \$10,000; (vii) admit any Person as an additional Member; or (viii) incur debt in excess of \$650,000 in the aggregate at any one time outstanding on the general credit of the Company.

(b) The Manager shall have no authority to do any act in violation of applicable law or which is subject to the consent or approval of the Member pursuant to the provisions of this Agreement without obtaining such prior written consent of the Member. The Manager shall have no authority to cause the Company to perform any act that would subject the Member to liability for Company obligations.

3.3 Removal and Withdrawal of Managers. The Member, may remove and replace the Manager, with or without cause, at any time. Removal of the Manager shall be effective immediately upon the receipt of the Manager of a written notice of removal. A Manager shall be entitled to withdraw as Manager 120 days after delivery of written notice to the Company and the Member of the Manager's intention to withdraw, or upon such earlier date as the Manager's withdrawal is accepted by the Member. Upon the removal or withdrawal of a Manager, the Member shall appoint a replacement Manager to manage the Company.

3.4 Liability of Manager to Company. In carrying out its duties and exercising the powers hereunder, the Manager shall exercise reasonable skill, care and business judgment. A Manager shall not be liable to the Company for any act or omission performed or omitted by it in good faith pursuant to the authority granted to it by this Agreement as a Manager unless such act or omission constitutes gross negligence or willful misconduct by such Manager.

3.5 Indemnification. The Company shall indemnify and hold harmless the Manager from any loss or damage, including attorneys' fees actually and reasonably incurred by it, by reason of any act or omission performed or omitted by it on behalf of the Company or in furtherance of the Company's interests; however, such indemnification or agreement to hold harmless shall be recoverable only out of the assets of the Company and not from the Member. The foregoing indemnity shall extend only to acts or omissions performed or omitted by a Manager in good faith and in the belief that the acts or omissions were in the Company's interest or not opposed to the best interests of the Company and shall not apply to acts or omissions constituting willful misconduct or gross negligence. The Company shall pay all expenses and costs incurred by the Manager or an affiliate of the Manager in connection with any actions commenced against the Manager or affiliate of the Manager; provided, however, if it is subsequently determined that the Manager or affiliate of the Manager is not entitled to indemnification from the Company for such action, the Manager or the affiliate of the Manager shall reimburse the Company for the expenses and costs paid by the Company.

4. Name, Office, Books and Records.

The Company shall be conducted under the name and style of Harvard Solar Garden Project I, LLC and its principal office shall be c/o Worth Robbins, 115 Massachusetts Avenue, Harvard, Massachusetts 01451; provided that the Manager may at any time change the name of the Company, or the location of such principal office without the approval of the Member, but notice thereof shall be given to the Member within a reasonable time after such change is made. The agent for service of process on the Company shall be Worth Robbins, 115 Massachusetts Avenue, Harvard, Massachusetts 01451. The Company may maintain such other offices as determined appropriate by the Manager. The Manager shall, at the expense of the Company, keep and maintain, or cause to be kept and maintained, the books and records of the Company on the method of accounting determined appropriate for the Company by the Manager, which books shall be kept separate and apart from the books and records of the Manager.

5. Allocations and Distributions. All net income, net loss and other items for federal income tax purposes shall be allocated to the Member. All distributions of cash and/or property from the Company shall be distributed to the Member.

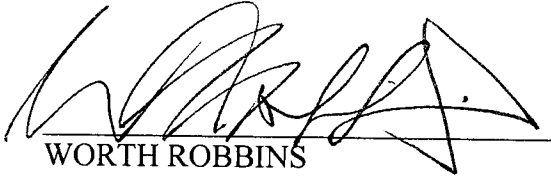
6. Term. The term of this Company shall commence on the date of the filing of the Certificate of Organization with the Secretary of The Commonwealth of Massachusetts and the term shall be perpetual until dissolved by a decision of the Member or otherwise as prescribed by applicable law.

7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

8. Amendment. This Agreement may be amended only in writing by a document duly executed by the Member and the Manager.

IN WITNESS WHEREOF, the Member and Manager have caused this Amended and Restated Operating Agreement of Harvard Solar Garden Project I, LLC to be executed as of the date first written above.

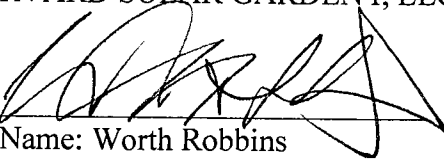
MANAGER:



WORTH ROBBINS

MEMBER:

HARVARD SOLAR GARDEN I, LLC

By: 
Name: Worth Robbins
Title: Manager

