



November 15, 2012

Worth Robbins, Manager
Harvard Solar Garden Project I, LLC
and Harvard Solar Garden I, LLC
115 Mass Avenue
Harvard, MA 01451

We are pleased to express our interest in considering the credit accommodation described below. This letter is not a commitment to lend but only a summary for discussion purposes of the credit accommodation which we are considering at this time.

1. Borrower(s): Harvard Solar Garden Project I, LLC
Harvard Solar Garden I, LLC
2. Loan Type: COMMERCIAL TIME/TERM/DEMAND
3. Loan Amount: \$350,000.00
4. Purpose: Finance installation of 293 kW solar power generation system on 2.5 acres of land at 285 Ayer Road in Harvard, MA
5. Interest Rate:
The note shall bear an initial interest rate of 6.000%. The initial rate shall be fixed for 60 months then reviewed every five years thereafter and adjusted to 3.000% over the Daily High Federal Home Loan Bank Boston Classic Advance Three (3) Year Regular Rate. This loan will have a floor rate of 6.000%.
6. Repayment:
The note will be for a term of 96 months and thereafter on demand. Until the note is demanded, for any reason whatsoever as set forth in the Loan documents, payments will initially be interest only monthly for the first 12 months. After the initial interest only period the loan payments will be principal and interest monthly based on a 84 month amortization.
7. Prepayment:
If the loan is prepaid in whole or in part during the first 54 months of each fixed rate period for the purpose of refinancing the Harvard Solar Garden Debt with another financial institution, the Borrower shall pay to the Lender a sum equal to 3% of any principal reduction. (Pre payment fee will not apply to early retirement of debt from operating cash flow or early retirement of investor notes.)
8. Loan Origination Fee: \$1,500.00

9. Collateral:

UCC:

A 1st security interest in all assets owned by Harvard Solar Garden I, LLC
Assignment of a first security interest in Notes Receivable from eight (8) investors to Harvard Solar Garden I, LLC with initial loan obligations of \$268,038.

10. Covenants:

1. Debt Service Coverage of 1.25X will be calculated based on fiscal year end financial statements by using the formula (EBITDA less any distribution to investors/ scheduled loan payments).
2. The principal balance of the loan to be reduced to the outstanding balance of investor notes receivable upon receipt of grant proceeds and the balance of the subject loan to be maintained at or below the balance of investor notes receivable for the remaining term of the loan.

11. Conditions:

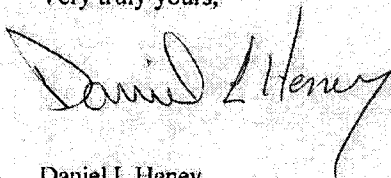
1. Deposit accounts to be established with balances satisfactory to completed the project prior to closing.
2. Approval and receipt of construction permit
3. Approval and acceptance of Subordination, Non Disturbance & Attornment Agreement by borrower, landlord and bank
4. Subordination of all receivables from, claims against, or loans to the borrower by investors whose notes are pledged to the bank.
5. Any other documents or conditions recommended by Bank Council to perfect or preserve the Bank's lien position on all assets of the Harvard Solar Garden I, LLC

Borrower shall maintain its primary depository relationship with the Bank during the term of this obligation.

As mentioned above, this letter does not constitute a commitment to lend on the part of the Bank but is to serve as an outline upon which to base further discussions.

We look forward to working with you on this transaction and await your comments regarding this summary.

Very truly yours,



Daniel L Heney
Vice President



Enterprise Bank

December 4, 2012

Worth Robbins, Manager
Harvard Solar Garden Project I, LLC
Harvard Solar Garden I, LLC
115 Mass Avenue
Harvard, MA 01451

Dear Mr. Robbins:

We are pleased to confirm approval of your request for a commercial loan (the "Loan") to be used to Finance installation of 294 kW solar power generation system on 2 acres of land at 285 Ayer Road in Harvard, MA. Enterprise Bank and Trust Company (the "Bank") will fund the Loan subject to the following terms and conditions. As utilized herein, "Borrower" shall include any and all Borrowers, Co-Borrowers, and Guarantors unless specifically noted otherwise.

Borrower(s): Harvard Solar Garden Project I, LLC
Harvard Solar Garden I, LLC

Loan Amount: \$350,000.00

Disbursements: The proceeds of this Loan shall be advanced based on a disbursement schedule to be established subject to inspection and approval by the bank, in its sole discretion.

Interest Rate and Interest Rate Adjustment: The note shall bear an initial interest rate of 6.000%. The initial rate shall be fixed for 60 months then reviewed on the fifth anniversary and adjusted to 3.000% over the Daily High Federal Home Loan Bank Boston Classic Advance Three (3) Year Regular Rate. This loan will have a floor rate of 6.000%.

Term and Amortization: The note will be for a term of 96 months and thereafter on demand. Until the note is demanded, for any reason whatsoever as set forth in the Loan documents, payments will initially be interest only monthly for the first 12 months. After the initial interest only period the loan payments will be principal and interest monthly based on an 84 month amortization.

Loan Origination Fee: An Origination Fee of \$1,500.00 shall be due and payable at the time of closing.

Late Charge: If any payment of principal and/or interest due under the note is delinquent for more than fifteen (15) days, an amount equal to five percent (5%) of the amount of such delinquent payment or the maximum allowed permitted by state regulation shall be assessed as a late charge.

Prepayment: If the loan is prepaid in whole or in part during the first 54 months of each fixed rate period for the purpose of refinancing this Loan with another financial institution, the Borrower shall pay to the Lender a sum equal to 3% of any principal reduction.

Collateral Security:

UCC: A 1st security interest in all assets owned by Harvard Solar Garden I, LLC. A security interest in Notes Receivable owned by Harvard Solar Garden I, LLC.

UCC: A 1st security interest in all assets owned by Harvard Solar Garden Project I, LLC.

Massachusetts General Laws Chapter 21E or Similar State Statutes: Prior to the loan closing, the Bank will conduct an Environmental Data Search. Such report shall be at the Borrower's expense. If warranted, a Hazardous Waste Site Assessment may be required by the Bank prior to closing.

Deposit Relationship: Borrower shall maintain its primary depository relationship with the Bank during the term of this obligation.

Insurance: Borrower shall maintain comprehensive general liability insurance with a broad form endorsement, all in such form, amounts and with insurers satisfactory to the Bank.

The Borrower shall provide an acceptable insurance policy in the amount of \$350,000.00 or evidencing 100% guaranty replacement covering all non real estate assets specified in the Collateral security section of this letter

All policies shall be written in amounts and with companies satisfactory to the Bank, and shall contain such provisions as the Bank deems necessary or desirable to protect its interest. The Bank shall be named as mortgagee/loss payee on all policies.

Flood Insurance: In the event that flood insurance is required, the Bank will require flood insurance to be written by a company, on such terms, in such form and for such periods and amounts are satisfactory to the Bank.

Attorney Certifications: All relevant documentation will be examined by Bank Counsel, Attorney Charles Tidman. Bank Counsel must certify good, clear, record, marketable title of the property to the bank subject only to the lien given to the Bank and any other permitted record exceptions. Bank Counsel shall further certify that the project is in compliance with all applicable zoning laws and regulations, and that certificates of occupancy, if applicable, have been issued to permit the lawful use of the premises.

The responsibility of Bank Counsel is to represent and protect the interests of the Bank. You may, at your own expense, engage an attorney of your own selection to represent your own interest in this transaction.

Hazardous Materials: The Borrower shall be responsible for keeping the mortgaged premises free and clear of all oil and hazardous materials and in compliance with all applicable State and Federal Regulations during the time the Loan is outstanding.

Expenses, Fees, Charges: Whether or not this commitment letter is terminated for any reason and whether or not the Loan closes, Borrower agrees to pay and reimburse the Bank for any and all costs incidental to the contemplated loan transaction, including without limitation all customary and reasonable expenses incurred in connection with the processing and/or consummation of the Loan. Borrower agrees to indemnify and hold the Bank harmless from and against all claims for brokerage or other commissions relating to the Loan.

Inspections/Reappraisal: The Bank or its authorized agent may inspect or reappraise the business assets during normal business hours during the period the Loan is outstanding. The Bank reserves the right to request additional collateral in the event the loan is in default. If the borrower fails to provide said collateral, the bank at its option may accelerate the note. The Borrowers shall reimburse the Bank for costs incurred by it in making such inspections or reappraisal.

Financial Statements: On an annual basis the Borrower shall furnish the Bank with financial statements satisfactory to the Bank, including a balance sheet, A/P & A/R agings, profit & loss statement, personal financial statement and personal tax return as applicable within ninety (90) days of the fiscal year end.

If the Bank determines there is a material adverse change in the Borrower's financial condition the Bank may request financial information on a more frequent basis.

Transfer of Borrower's Interest: Neither this commitment letter nor any collateral for the Loan shall be assigned or transferred by the Borrower nor may there be any sale or transfer of ownership of any interest in the Borrower without the Bank's prior expressed written approval. No additional mortgage or other encumbrance on the property shall be allowed without the Bank's prior written approval.

Representations: All representations made by the Borrower to the Bank in the Loan applications or otherwise with respect to obtaining the Loan shall be deemed to be material and relied upon by the Bank in issuing this commitment and shall survive the closing of the Loan. If in the Bank's opinion, exercising prudent banking and underwriting judgment, there shall be any material adverse change or discovery in any parts upon which the Bank has relied in making this commitment, the Bank shall have the right to rescind the commitment and not close the Loan.

Meaning of the Commitment Letter: There are no agreements or commitments, either written or verbal, by the Bank which are not contained in this commitment letter. This commitment letter, including other agreements referred to herein, constitute the entire agreement between the parties, incorporates and/or rescinds all prior agreements relating to the subject matter hereof, cannot be changed or terminated orally, and shall be deemed effective as of the date it is accepted by the Bank in writing.

Amendment & Assignability of Commitment Letter: This commitment letter may be amended, extended or assigned only by written instrument executed and delivered by the Bank and the Borrower.

Laws of Massachusetts: Except as otherwise required by applicable conflict of law principles, this commitment letter and all rights, duties, and obligations arising here from shall be construed in accordance with the laws of the Commonwealth of Massachusetts. The Borrower submits itself/themselves to the jurisdiction of the Courts of said Commonwealth for all purposes with respect to this commitment letter and the Borrower's relationship with the Bank.

Approvals: The Bank or its counsel may require such further instruments, documents or assurances as they may deem necessary to protect the interests of the Bank.

Participation: The Bank reserves the right to participate with other lending institutions in making this Loan.

Covenants

The borrower shall maintain a debt service coverage ratio of 1.25x after disbursement to shareholders. Debt Service Coverage to be assessed annually beginning December 31, 2014.

Other Conditions:

1. Deposit accounts to be established with balances satisfactory to complete the project prior to closing.
2. Review of all loan documents by counsel for the bank.
3. Verification of payments by investors for shares in form of cash or Notes Receivable to be received.
4. Receipt of town permits for construction and various other land approvals/variances.
5. Final/executed Operating Agreement from Nixon Peabody.
6. Final version of land lease between HCSG and land owner, RDJ Realty Trust.
7. Verification of ITC 1603 Grant.
8. Verification of Mass CEC Grant.

Other Conditions: continued

- 9. All Deposit Accounts to be held at EB.
- 10. Disbursement of funds subject to inspection and approval of work completed.
- 11. Receipt and assignment of notes receivable for investors paying on installment.
- 12. Subordination, Non-Disturbance and Attornment Agreement to be approved by Bank Counsel.

Loan Settlement Charges:

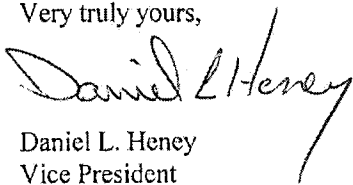
Origination Fee	\$1,500.00
Flood Certification Fee	\$75.00
UCC Filing Fees	\$47.00
Document Preparation Fee	\$500.00
Environmental Report Fee	\$375.00
Legal/Recording & Other Costs	Payable at closing
Prepaid Interest	To be determined prior to closing

Acceptance and Loan Closing: This commitment letter shall expire if not signed and accepted by you and received by the Bank on or before December 14, 2012. If the Loan closing does not occur on or before December 31, 2012 the commitment may, at the option of the Bank, be rescinded.

All terms, conditions and representations set forth in this letter shall survive the closing and remain in full force and effect throughout the term of the Loan.

We are very pleased to be able to offer this financing to you and we look forward to working with you.

Very truly yours,



Daniel L. Heney
Vice President

The undersigned hereby accept this commitment letter and agree to the terms and conditions thereof.

Borrower(s)

Harvard Solar Garden Project I, LLC

By: _____
Worth A. Robbins, Jr., Manager

Date: _____

Harvard Solar Garden I, LLC

By: _____
Worth A. Robbins, Jr., Manager

Date: _____