Tab A

REDACTED

RPS CLASS I RENEWABLE GENERATION UNIT

POWER PURCHASE AGREEMENT

BETWEEN

MASSACHUSETTS ELECTRIC COMPANY AND
NANTUCKET ELECTRIC COMPANY, D/B/A NATIONAL GRID
AS BUYER

AND

CASSADAGA WIND LLC
AS SELLER

As of May 25, 2017

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REDACTED

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (as amended from time to time in accordance with the terms hereof, this **"Agreement"**) is entered into as of May 25, 2017 (the **"Effective Date"**), by and between Massachusetts Electric Company and Nantucket Electric Company, d/b/a National Grid, a Massachusetts corporation (**"Buyer"**), and Cassadaga Wind LLC, a Delaware limited liability company (**"Seller"**). Buyer and Seller are individually referred to herein as a **"Party"** and are collectively referred to herein as the **"Parties"**.

WHEREAS, Seller is developing the Cassadaga Wind electric generation facility to be located in Chautauqua County, New York, which is more fully described in Exhibit A hereto (the **"Facility"**), from which the Buyer's Percentage Entitlement of the Products (as defined below) is to be delivered to Buyer pursuant to the terms of this Agreement; and

WHEREAS, the Facility is intended to be, and shall qualify as, a RPS Class I Renewable Generation Unit in the state of Massachusetts and is expected to be in commercial operation by December 31, 2020; and

WHEREAS, pursuant to Section 83A of the Massachusetts Green Communities Act as added by chapter 209 of the Acts of 2012, *An Act relative to competitively priced electricity in the Commonwealth*, Buyer is authorized to enter into certain long-term contracts for the purchase of energy or energy and renewable energy certificates from renewable generators meeting the requirements of Mass. Gen. Laws ch. 25a, § 11F; and

WHEREAS, Buyer and Seller desire to enter into this Agreement whereby Buyer shall purchase from Seller certain Scheduled Energy and RECs (each as defined herein) generated by or associated with the Facility;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to terms defined in the recitals hereto, the following terms shall have the meanings set forth below. Any capitalized terms used in this Agreement and not defined herein shall have the same meaning as ascribed to such terms under the ISO-NE Practices and ISO-NE Rules.

"Actual Facility Size" shall mean the actual nameplate capacity of the Facility, as built, and as certified by an Independent Engineer, as provided in Section 3.4(b)(xiii).

"Adjusted Price" shall mean the purchase price(s) for Scheduled Energy referenced in Section 5.1 if the RECs fail to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit and Buyer does not purchase the RECs pursuant to Section 4.1(b)(ii) hereof.

"Adverse Determination" shall have the meaning set forth in Section 19.7(b).

"Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person.

"Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

"Alternative Compliance Payment Rate" means the rate per MWh paid by electricity suppliers under applicable Law for failure to supply RECs in accordance with the RPS.

"Article 10 Permit" means any approval to be obtained from NYDPS or any division thereof (including the State of New York Board on Electric Generation Siting and the Environment) in respect of the Facility that is necessary or required pursuant to Article 10 of the New York Public Service Law and the regulations promulgated pursuant thereto.

"Business Day" means a day on which Federal Reserve member banks in New York, New York are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

"Buyer's Percentage Entitlement" shall mean 19.98 percent (19.98%). Buyer's Percentage Entitlement may be adjusted in accordance with Section 3.3(c).

"Buyer's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"Capacity Deficiency" means, at the Commercial Operation Date, the amount (expressed in MW), if any, by which the Actual Facility Size is less than the proposed nameplate capacity of the Facility as set forth in Exhibit A.

"Cash" shall mean U.S. dollars held by or on behalf of a Party as Posted Collateral hereunder.

"Certificate" shall mean an electronic certificate created pursuant to the GIS Operating Rules or any successor thereto to represent certain Environmental Attributes of each MWh of Energy generated within the ISO-NE control area and the generation attributes of certain Energy imported into the ISO-NE control area.

"Collateral Account" shall have the meaning specified in Section 6.5(a)(iii)(B) hereof.

"Collateral Interest Rate" shall mean the rate published in *The Wall Street Journal* as the "Prime Rate" from time to time (or, if more than one such rate is published, the arithmetic mean of such rates), or, if such rate is no longer published, a successor rate agreed to by Buyer and Seller, in each case determined as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by applicable Law in transactions involving entities having the same characteristics as the Parties.

"Collateral Requirement" shall mean at any time the amount of Development Period Security or Operating Period Security required under this Agreement at such time.

"Commercial Operation Date" shall mean the date on which the conditions set forth in Section 3.4(b) have been satisfied, as set out in a written notice from Seller to Buyer.

"Contract Maximum Amount" shall mean 25.175 MWh per hour of Energy and a corresponding amount of RECs, as may be adjusted in accordance with Section 3.3(b).

"Contract Year" shall mean the twelve (12) consecutive calendar months starting on the first day of the calendar month following the Commercial Operation Date and each subsequent twelve (12) consecutive calendar month period; provided that the first Contract Year shall include the days in the prior month in which the Commercial Operation Date occurred.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Cover Damages" shall mean, with respect to any Delivery Failure for a Contract Year, an amount equal to (a) the positive net amount, if any, by which the Replacement Price for Energy and/or RECs for that Contract Year exceeds the applicable Price for Energy and/or RECs that would have been paid pursuant to Section 5.1 hereof, multiplied by the amount (in MWh and/or RECs) by which the Scheduled Energy and/or quantity of Delivered RECs is less than the Minimum Required Deliveries during such Contract Year plus (b) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of such Delivery Failure; provided, however, that so long as Seller pays Cover Damages as provided in this Agreement, the amount included in this clause (b) will not include any penalty for failing to satisfy Buyer's RPS requirements, including any payment made by Buyer at the Alternative Compliance Payment Rate due to such Delivery Failure. Buyer shall provide a statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

"Credit Support" shall have the meaning specified in Section 6.2(d) hereof.

"Credit Support Delivery Amount" shall have the meaning specified in Section 6.3 hereof.

"Credit Support Return Amount" shall have the meaning specified in Section 6.4 hereof.

"Critical Milestones" shall have the meaning set forth in Section 3.1 hereof.

"Custodian" shall have the meaning specified in Section 6.5(a)(i) hereof.

"Day Ahead Energy Market" shall have the meaning set forth in the ISO-NE Rules.

"Default" shall mean any event or condition which, with the giving of notice or passage of time or both, could become an Event of Default.

"Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has occurred.

"Delay Damages" shall mean the damages assessed pursuant to Section 3.2(a) hereof.

"Deliver" or **"Delivery"** shall mean with respect to (i) Energy, to supply Energy into Buyer's ISO-NE account at the Delivery Point in accordance with the terms of this Agreement and the ISO-NE Rules, and (ii) RECs, to supply RECs in accordance with Section 4.7(e).

"Delivery Shortfall" shall mean the amount (in MWh) for each hour, or shorter settlement interval as required by ISO-NE, by which the Scheduled Energy is less than the Metered Output, and where such shortfall is not excused under Section 4.2(a).

"Delivery Failure" shall have the meaning set forth in Section 4.3 hereof.

"Delivery Point" shall mean the Node within the ISO-NE settlement system that is the proxy bus designated for the New York Interface by ISO-NE as Node ID 4011 - the I.Roseton 345 1 external node, or a proxy bus that serves as a successor proxy bus to Node ID 4011 - the I.Roseton 345 1 external node or such other location as ISO-NE designates from time to time for deliveries of Energy from New York, where Seller shall Deliver the Energy to Buyer within the ISO-NE control area; provided, that if (i) ISO-NE designates multiple locations for such deliveries and (ii) the I.Roseton 345 1 external node is not one of such locations or ISO-NE requires that some or all of the Scheduled Energy be Delivered at a location other than the I.Roseton 345 1 external node, then Seller and Buyer shall reasonably agree to the location for such deliveries consistent with ISO-NE Rules and ISO-NE Practices.

"Development Period Security" shall have the meaning set forth in Section 6.2(a) hereof.

"Dispute" shall have the meaning set forth in Section 11.1 hereof.

"Disputing Party" shall have the meaning set forth in Section 6.6(a) hereof.

"DOER" shall mean the Massachusetts Department of Energy Resources and its successors.

"Eastern Prevailing Time" shall mean either Eastern Standard Time or Eastern Daylight Savings Time, as in effect from time to time.

"Effective Date" shall have the meaning set forth in the first paragraph hereof.

"Energy" shall mean electric "energy," as such term is defined in the ISO-NE Tariff, generated (or, for the purposes of Scheduled Energy Delivered to Buyer under this Agreement, deemed generated) by the Facility as measured in MWh in Eastern Prevailing Time, less such Facility's station service use, generator lead losses, transformer losses

and energy not otherwise delivered to the Interconnection Point, which quantity for purposes of this Agreement will never be less than zero.

"Environmental Attributes" shall mean any and all generation attributes under the RPS, and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future, to Buyer's Percentage Entitlement of the favorable generation or environmental attributes of the Facility or the Products produced by the Facility, up to and including the Contract Maximum Amount, during the Services Term including Buyer's Percentage Entitlement of: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the GIS in connection with Energy generated by the Facility and any renewable energy certificates issued by NYGATS; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of Energy by the Facility; provided, however, that Environmental Attributes shall not include: (i) any production tax credits; (ii) any investment tax credits or other tax credits associated with the construction or ownership of the Facility; (iii) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof; (iv) any tax credit or cash grant introduced after the Effective Date intended to supplement, replace or enhance the tax credits described in the foregoing clauses (i), (ii) or (iii); or (v) any depreciation deductions or other tax benefits permitted under the U. S. Internal Revenue Code, as amended, with respect to the Facility (including any bonus or accelerated depreciation).

"Event of Default" shall have the meaning set forth in Section 9.1 hereof and shall include the events and conditions described in Section 9.1 and Section 9.2 hereof.

"EWG" shall mean an exempt wholesale generator under 15 U.S.C. § 79z-5a, as amended from time to time.

"Facility" shall have the meaning set forth in the Recitals.

"FCM" shall mean the Forward Capacity Market described in the ISO-NE Tariff, which includes a mechanism for procuring capacity in the New England Control Area, or any successor thereto.

"Federal Funds Rate" shall mean the annualized interest rate for the applicable month as set forth in the statistical release designated as H.15, or any successor publication, published by the Board of Governors of the Federal Reserve System.

"FERC" shall mean the United States Federal Energy Regulatory Commission, and shall include its successors.

"Financial Closing Date" shall mean the date of the closing of the initial agreements for any Financing of the Facility and of an initial disbursement of funds under such agreements.

"Financing" shall mean indebtedness, whether secured or unsecured, loans, guarantees, notes, convertible debt, bond issuances adequate for the construction of the Facility

"Force Majeure" shall have the meaning set forth in Section 10.1(a) hereof.

"Generation Unit" shall mean a facility that converts a fuel or an energy resource into electrical energy.

"GIS" shall mean the NEPOOL Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity generated or consumed within New England.

"GIS Operating Rules" are the NEPOOL Generation Information System Operating Rules effective as of the Effective Date, as amended, superseded, or restated from time to time.

"Good Utility Practice" shall mean compliance with all applicable laws, codes, rules and regulations, all ISO-NE Rules and ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the electric industry in New England or New York during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods and acts generally accepted in the electric industry in New England or New York.

"Governmental Entity" shall mean any federal, state or local governmental agency, authority, department, instrumentality or regulatory body, and any court or tribunal, with jurisdiction over Seller, Buyer or the Facility.

"Guaranteed Commercial Operation Date" shall have the meaning set forth in Section 3.1(a)(v) hereof.

"Independent Engineer" shall mean a licensed Professional Engineer with expertise in the development of renewable energy projects using the same renewable energy technology as the Facility, reasonably selected by and retained by Seller in order to determine the as-built nameplate capacity of the Facility as provided in Section 3.4(b)(xiii) hereof.

"Interconnecting Utility" shall mean the utility (which may or may not be Buyer or an Affiliate of Buyer) providing interconnection service for the Facility to the Transmission

System of that utility, which as of the Effective Date is Niagara Mohawk Power Corporation d/b/a National Grid.

"Interconnection Agreement" shall mean an agreement between Seller and the Interconnecting Utility (and NYISO, as applicable) regarding the interconnection of the Facility to the Transmission System of the Interconnecting Utility, as the same may be amended from time to time.

"Interconnection Point" shall mean the meter with a Point Identifier (PTID) number to be assigned by the NYISO, in Zone A, at the physical point of interconnection between the Facility and the Interconnecting Utility's transmission system as specified in the Interconnection Agreement.

"Interest Amount" shall mean with respect to a Party and an Interest Period, the sum of the daily interest amounts for all days in such Interest Period; each daily interest amount to be determined by such Party as follows: (a) the amount of Cash held by such Party on that day (but excluding any interest previously earned on such Cash); multiplied by (b) the Collateral Interest Rate for that day; divided by (c) 360.

"Interest Period" shall mean the period from (and including) the last Business Day on which an Interest Amount was Transferred by Buyer (or if no Interest Amount has yet been Transferred by Buyer, the Business Day on which Cash was Transferred to Seller) to (but excluding) the Business Day on which the current Interest Amount is to be Transferred.

"ISO" or **"ISO-NE"** shall mean ISO New England Inc., the independent system operator established in accordance with the RTO arrangements for New England, or its successor.

"ISO-NE Practices" shall mean the ISO-NE practices and procedures for delivery and transmission of energy in effect from time to time and shall include, without limitation, applicable requirements of the NEPOOL Agreement, and any applicable successor practices and procedures.

"ISO-NE Rules" shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, and governing wholesale power markets and transmission in New England, as such rules may be amended from time to time, including but not limited to, the ISO-NE Tariff, the ISO-NE Operating Procedures (as defined in the ISO-NE Tariff), the ISO-NE Planning Procedures (as defined in the ISO-NE Tariff), the Transmission Operating Agreement (as defined in the ISO-NE Tariff), the Participants Agreement, the manuals, procedures and business process documents published by ISO-NE via its web site and/or by its e-mail distribution to appropriate NEPOOL participants and/or NEPOOL committees, as amended, superseded or restated from time to time.

"ISO-NE Tariff" shall mean ISO-NE's Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, superseded or restated from time to time.

"ISO Settlement Market System" shall have the meaning as set forth in the ISO-NE Tariff.

"Late Payment Rate" shall have the meaning set forth in Section 5.3 hereof.

"Law" shall mean all federal, state and local statutes, regulations, rules, orders, executive orders, decrees, policies, judicial decisions and notifications.

"Lender" shall mean, collectively, any party (a) providing Financing for the development and construction of the Facility, or any refinancing of that Financing, (b) providing debt financing for the ownership and operation of the Facility or (c) any equity investors (including tax equity investors) providing financing for the Facility, and in each of subclause (a) and (b) shall include any assignee or transferee of such a party and any trustee, collateral agent or similar entity acting on behalf of such a party.

"**Letter of Credit**" shall mean an irrevocable, non-transferable, standby letter of credit, issued by a Qualified Institution utilizing a form acceptable to the Party in whose favor such letter of credit is issued. All costs relating to any Letter of Credit shall be for the account of the Party providing that Letter of Credit.

"**Letter of Credit Default**" shall mean with respect to an outstanding Letter of Credit, the occurrence of any of the following events (a) the issuer of such Letter of Credit shall fail to be a Qualified Institution; (b) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (c) the issuer of the Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; or (d) the Letter of Credit shall expire or terminate or have a Value of $0 at any time the Party on whose account that Letter of Credit is issued is required to provide Credit Support hereunder and that Party has not Transferred replacement Credit Support meeting the requirements of this Agreement; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be cancelled or returned in accordance with the terms of this Agreement.

"Locational Marginal Price" or **"LMP"** shall have the meaning set forth in the ISO-NE Rules.

"MDPU" shall mean the Massachusetts Department of Public Utilities and its successors.

"Meters" shall have the meaning set forth in Section 4.6(a) hereof.

"Metered Output" shall mean the instantaneous energy output, intermittent and variable within the hour, expressed in MWh, generated by the Facility and delivered to and measured at the Interconnection Point.

"Minimum Required Deliveries" shall mean, in any Contract Year, Scheduled Energy Delivered to Buyer equal to [redacted] of the Buyer's Percentage Entitlement

of Metered Output in such Contract Year (in each case measured on an hourly basis) and a corresponding amount of RECs in such Contract Year.

"Moody's" shall mean Moody's Investors Service, Inc., and any successor thereto.

"MW" shall mean a megawatt AC.

"MWh" shall mean a megawatt-hour (one MWh shall equal 1,000 kWh).

"NEPOOL" shall mean the New England Power Pool and any successor organization.

"NEPOOL Agreement" shall mean the Second Amended and Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or restated from time to time.

"NERC" shall mean the North American Electric Reliability Corporation and shall include any successor thereto.

"Network Upgrades" shall mean upgrades to the Transmission Provider's transmission and distribution systems, as determined and identified in the interconnection study approved in connection with construction of the Facility, necessary for Delivery of the Metered Output to the Interconnection Point, including those that are necessary for the Seller's satisfaction of the obligations under Section 7.4 of this Agreement.

"New England Control Area" shall have the meaning as set forth in the ISO-NE Tariff.

"Node" shall have the meaning set forth in ISO-NE Rules.

"Non-Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has not occurred.

"NYDPS" shall mean the New York State Department of Public Service and its successors.

"NYGATS" shall mean the New York Generation Attribute Tracking System or any successor thereto, which includes a generation information database and certificate system that accounts for generation attributes of electricity generated or consumed within New York.

"NYISO" shall mean New York Independent System Operator, the independent system operator established in accordance with the RTO arrangements for New York, or its successor.

"NYISO Rules" shall mean all rules, practices and procedures adopted by NYISO, and governing wholesale power markets and transmission in New York, as such rules may be amended from time to time, including but not limited to, the NYISO Tariff and the agreements, orders, manuals, procedures, practices and business process documents

published by NYISO via its web site and/or by its e-mail distribution to its market participants, as amended, superseded or restated from time to time.

"NYISO Tariff" shall mean NYISO's Open Access Transmission Tariff and Market Services Tariff, as amended, superseded or restated from time to time.

"Obligations" shall have the meaning specified in Section 6.1 hereof.

"Operational Limitations" of the Facility are the parameters set forth in Exhibit A describing the physical limitations of the Facility, including the time required for start-up and the limitation on the number of scheduled start-ups per Contract Year.

"Operating Period Security" shall have the meaning set forth in Section 6.2(b**)** hereof.

"Other Agreements" shall mean (a) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The United Illuminating Company, (b) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and NSTAR Electric Company d/b/a Eversource Energy, (c) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Western Massachusetts Electric Company d/b/a Eversource Energy, (d) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The Connecticut Light & Power Company, d/b/a Eversource Energy, (e) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The Narragansett Electric Company d/b/a National Grid, and (f) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Fitchburg Gas and Electric Light Company, d/b/a Unitil.

"Party" and **"Parties"** shall have the meaning set forth in the first paragraph of this Agreement.

"Peak Hours" shall mean the hours defined as peak hours in ISO-NE by FERC from time to time which as of the Effective Date are weekday hours 7 a.m. to 11 p.m Eastern Prevailing Time.

"Permits" shall mean any permit, authorization, license, order, consent, waiver, exception, exemption, variance or other approval by or from, and any filing, report, certification, declaration, notice or submission to or with, any Governmental Entity required to authorize action, including any of the foregoing relating to the ownership, siting, construction, operation, use or maintenance of the Facility under any applicable Law and the Delivery of the Products in accordance with this Agreement.

"Person" shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, limited partnership, association, trust, unincorporated organization, or a government authority or agency or political subdivision thereof.

"Planned Maintenance" shall mean all maintenance of the Facility or any portion thereof planned by Seller in advance of the time such maintenance is scheduled to be performed and excludes Forced Outages (as defined in the NYISO Rules).

"Pool Transmission Facilities" has the meaning given that term in the ISO-NE Rules.

"Posted Collateral" shall mean all Credit Support and all proceeds thereof that have been Transferred to or received by a Party under this Agreement and not Transferred to the Party providing the Credit Support or released by the Party holding the Credit Support. Any Interest Amount or portion thereof not Transferred will constitute Posted Collateral in the form of Cash.

"Power Cost Reconciliation Tariff" shall mean a fully reconciling cost recovery tariff mechanism that authorizes the establishment of a distribution charge that fully recovers Buyer's net costs under this Agreement (including the annual remuneration of two and three-quarters percent (2.75%)). The rate reconciliation shall be designed in such a way as to limit the build up of any under or over-recoveries over the course of the year. A reconciliation shall occur at least annually, but may also be reconciled quarterly or monthly, to the extent necessary to eliminate regulatory lag for the recovery of costs or crediting of over-recoveries to customers.

"Price" shall mean the purchase price(s) for Products referenced in Section 5.1 hereof and set forth on Exhibit D.

"Products" shall mean Energy and RECs; provided, however, that Energy and RECs generated by or associated with the Facility prior to the Commercial Operation Date, Energy and RECs generated by the Facility in excess of the Contract Maximum Amount or the Scheduled Energy in any hour, and RECs not purchased by Buyer under Section 4.1(b) shall not be deemed Products.

"**Purchased Power Accounting Authorization**" shall mean authorization for Buyer, at Buyer's sole discretion, to take appropriate steps to assure avoidance of a material, negative balance sheet impact on Buyer or Buyer's direct or indirect parent company, upon appropriate filing with and approval by the MDPU; provided that such Purchased Power Accounting Authorization shall not impact Buyer's obligation to purchase the Products under this Agreement or the Price Buyer pays for such Products.

"QF" shall mean a cogeneration or small power production facility which meets the criteria as defined in Title 18, Code of Federal Regulations, §§ 292.201 through 292.207, as amended from time to time.

"Qualified Institution" shall mean a major U.S. commercial bank or trust company, the U.S. branch office of a foreign bank, or another financial institution, in any case, organized under the laws of the United States or a political subdivision thereof having assets of at least $10 billion and a credit rating of at least (A) "A3" from Moody's or "A-" from S&P, if such entity is rated by both S&P and Moody's or (B) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both.

"Real-Time Energy Market" shall have the meaning as set forth in the ISO-NE Rules.

"Reference Market-Maker" shall mean a leading dealer in the relevant market that is selected in a commercially reasonable manner and is not an affiliate of either party.

"Regulatory Agencies" shall mean the Massachusetts Department of Public Utilities and its successors, the Connecticut Public Utilities Regulatory Authority and its successors and the Rhode Island Public Utilities Commission and its successors.

"Regulatory Approval" shall mean the MDPU approval of this entire Agreement (including any amendment of this Agreement as provided for herein), which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83A of Massachusetts Senate Bill 2395, *An Act relative to competitively priced electricity in the Commonwealth,* and the regulations promulgated thereunder and that all of the terms of such Section 83A and such regulations apply to this Agreement; (2) definitive regulatory authorization for Buyer to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff and/or other cost recovery or reconciliation mechanisms; (3) definitive regulatory authorization for Buyer to recover remuneration equal to two and three-quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; and (4) approval of any Purchased Power Accounting Authorization requested by Buyer in connection with the Regulatory Approval. Such approvals shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing.

"Rejected Purchase" shall have the meaning set forth in Section 4.4 hereof.

"Related Transmission" shall mean those transmission and distribution facilities to be used by Seller for delivery of the Scheduled Energy under this Agreement, as described in Exhibit E hereto.

"Related Transmission Approvals" shall mean those FERC filings, agreements, tariffs and approvals associated with service on the Related Transmission.

"Reliability Curtailment" shall mean any curtailment of Delivery of Scheduled Energy resulting from (i) an emergency condition as defined in the Interconnection Agreement or in the ISO-NE Tariff or the NYISO Tariff, or (ii) any other order or directive of the Interconnecting Utility or the Transmission Provider pursuant to an Interconnection Agreement or tariff.

"Renewable Energy Certificates" or **"RECs"** shall mean all of the Certificates and any and all other Environmental Attributes reflecting the Metered Output that is associated with the Scheduled Energy Delivered to Buyer, including, without limitation, all Certificates and any and all other Environmental Attributes, in each case which satisfy the RPS for a RPS Class I Renewable Generation Unit, and shall represent title to and

claim over all Environmental Attributes associated with the specified MWh of Scheduled Energy Delivered from such RPS Class I Renewable Generation Unit.

"Replacement Agreements" shall have the meaning set forth in Section 2.2(d) hereof.

"Replacement Energy" shall mean Energy purchased by Buyer as replacement for any Delivery Failure relating to the Scheduled Energy to be provided hereunder.

"Replacement Price" shall mean, with respect to a Delivery Failure in any Contract Year, (a) for Energy, the average Real-Time LMP at the Delivery Point each hour, or shorter settlement period as required by ISO-NE, for such Contract Year, weighted by the proportion of the Delivery Shortfall for such hour or settlement interval to the total of all Delivery Shortfalls for such Contract Year, as reasonably calculated by Buyer and, (b) for RECs, the average market price of RECs for such Contract Year, as reasonably determined by Buyer.

"Replacement RECs" shall mean any generation or environmental attributes, including any Certificates or other certificates or credits related thereto reflecting generation by a RPS Class I Renewable Generation Unit that are purchased by Buyer as replacement for any Delivery Failure.

"Request Date" shall have the meaning set forth in Section 6.6(a) hereof.

"Requesting Party" shall have the meaning set forth in Section 6.6(a) hereof.

"Resale Damages" shall mean, with respect to any Rejected Purchase, an amount equal to (a) the positive net amount, if any, by which the applicable Price that would have been paid pursuant to Section 5.1 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price(s) multiplied by the quantity (or applicable quantities) of that Rejected Purchase (in MWh and/or RECs, as applicable), plus (b) any applicable penalties assessed by ISO-NE, NYISO or any other Person against Seller as a result of Buyer's failure to accept such Products in accordance with the terms of this Agreement, plus (c) transaction, additional transmission, and other administrative costs reasonably incurred by Seller in re-selling such Rejected Purchase that Seller would not have incurred but for the Rejected Purchase. Seller shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Resale Damages.

"Resale Price" shall mean the price at which Seller, acting in a commercially reasonable manner, sells or is paid for a Rejected Purchase; provided, however, that in no event shall Seller be required to utilize or change its utilization of the Facility or its other assets, contracts or market positions in order to minimize Buyer's liability for such Rejected Purchase.

"Rounding Amount" shall have the meaning specified in Section 6.2(c) hereof.

"RPS" shall mean the requirements established pursuant to Mass. Gen. Laws ch.25A, Section 11F and the regulations promulgated thereunder that require all retail electricity

suppliers in Massachusetts to provide a minimum percentage of electricity from RPS Class I Renewable Generation Units, and such successor laws and regulations as may be in effect from time to time.

"RPS Class I Renewable Generation Unit" shall mean a Generation Unit termed a New Renewable Generation Unit in a Statement of Qualification issued by the DOER pursuant to 225 CMR 14.00.

"RTO" shall mean ISO-NE and any successor organization or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to FERC's Order No. 2000 and FERC's corresponding regulations, or any successor organization, or any other entity authorized to exercise comparable functions in subsequent orders or regulations of FERC.

"S&P" shall mean Standard & Poor's Financial Services LLC, and any successor thereto.

"Schedule" or "Scheduling" shall mean the actions of Seller and/or its designated representatives pursuant to Section 4.2 of notifying, requesting and confirming to NYISO and ISO-NE the quantity of Energy to be delivered on any given day or days (or in any given hour or hours) during the Services Term at the Delivery Point.

"Scheduled Energy" means the quantity of Energy during any hour, or shorter scheduling interval as applicable, expressed in MWh, that Seller (or Seller's designee) Schedules and confirms with NYISO and ISO-NE for delivery at the Delivery Point pursuant to Section 4.2(a).

"Services Term" shall have the meaning set forth in Section 2.2(b) hereof.

"Seller's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"State Forest Easement" shall mean an easement for an electric collection line for the Facility through the Boutwell Hill state forest to be obtained from the New York State Department of Environmental Conservation, in form and substance reasonably satisfactory to Seller, pursuant to New York Senate Bill 6005-A.

"Statement of Qualification" shall mean a written document from the DOER that qualifies a Generation Unit as an RPS Class I Renewable Generation Unit, or that qualifies a portion of the annual electrical energy output of a Generation Unit as RPS Class I Renewable Generation (as defined in 225 CMR 14.01).

"Substitute Credit Support" shall have the meaning assigned in Section 6.5(e) hereof.

"Term" shall have the meaning set forth in Section 2.2(a) hereof.

"Termination Payment" shall have the meaning set forth in Section 9.3(b) hereof.

"Transfer" shall mean, with respect to any Posted Collateral or Interest Amount, and in accordance with the instructions of the Party entitled thereto:

(a) in the case of Cash, payment or transfer by wire transfer into one or more bank accounts specified by the Party to whom such Cash is being delivered; and

(b) in the case of Letters of Credit, delivery of the Letter of Credit or an amendment thereto to the Party to whom such Letter of Credit is being delivered.

"Transfer Change Notice" shall have the meaning set forth in Section 4.2(a).

"Transmission Provider" shall mean (a) ISO-NE, its respective successor or Affiliates; (b) NYISO, its respective successor or Affiliates; (c) the Interconnecting Utility, (d) Buyer; and/or (d) such other third parties from whom transmission services are necessary for Seller to fulfill its performance obligations to Buyer hereunder, as the context requires.

"Transmission Provider Rules" shall mean the ISO-NE Rules, the ISO-NE Practices and the NYISO Rules.

"Transmission System" shall mean the transmission facilities operated by a Transmission Provider, now or hereafter in existence, which provide energy transmission service for the Scheduled Energy to or from the Delivery Point or for the Metered Output to the Interconnection Point.

"Unit Contingent" shall mean that the Products are to be supplied only from the Facility and only to the extent that the Facility operates, generates and delivers Products to the Interconnection Point.

"Valuation Agent" means the Requesting Party; provided, however, that in all cases, if an Event of Default has occurred and is continuing with respect to the Party designated as the Valuation Agent, then in such case, and for so long as the Event of Default continues, the other Party shall be the Valuation Agent.

"Valuation Date" shall mean each Business Day.

"Valuation Percentage" shall have the meaning specified in Section 6.2(d) hereof.

"Valuation Time" shall mean the close of business on the Business Day before the Valuation Date or date of calculation, as applicable.

"Value" shall mean, with respect to Posted Collateral or Credit Support, the Valuation Percentage multiplied by the amount of cash or the amount then available under the Letter of Credit to be unconditionally drawn by Buyer.

"Wind Turbine" shall mean those electric energy generating devices powered by the wind that are included in the Facility.

2. EFFECTIVE DATE; TERM

2.1 Effective Date. Subject in all respects to Section 8.1and Section 8.2, this Agreement is effective as of the Effective Date.

2.2 Term.

(a) The **"Term"** of this Agreement is the period beginning on the Effective Date and ending upon the final settlement of all obligations hereunder after the expiration of the Services Term or the earlier termination of this Agreement in accordance with its terms.

(b) The **"Services Term"** is the period during which Buyer is obligated to purchase Products Delivered to Buyer by Seller commencing on the Commercial Operation Date and continuing for a period of twenty (20) years from the Commercial Operation Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

(c) In the event that (i) an "Adverse Determination" has occurred pursuant to Section 19.7 of any Other Agreement on or before September 30, 2017 and (ii) any purchaser of Energy and RECs under any such Other Agreement terminates such Other Agreement on or before December 31, 2018 as a result of such Adverse Determination, then Seller may terminate this Agreement by written notice to Buyer not later than fifteen (15) days after the termination of such Other Agreement, and upon such termination neither Party will have any further liability to the other hereunder except for obligations arising under Article 12. Nothing set forth in this Section 2.2(c) shall limit or modify the rights and obligations of the Parties under Section 19.7 of this Agreement.

(d) In the event that Seller terminates one of the Other Agreements prior to the Commercial Operation Date due solely to a default by the purchaser of Energy and RECs under such Other Agreement and the Energy and RECs to be purchased under such Other Agreement represents more than five percent (5%) of the total Energy and RECs to be produced by the Facility, then Seller shall use commercially reasonable efforts to enter into one or more new agreements for the sale of the Energy and RECs that would have been sold under such Other Agreement on terms no more favorable to Seller than the terms of such Other Agreement (**"Replacement Agreements"**). If Seller is unable to execute one or more Replacement Agreements for the entire amount of the Energy and RECs that would have been sold under the terminated Other Agreement within six (6) months after the termination of such Other Agreement, then Seller may terminate this Agreement by written notice to Buyer within thirty (30) days after the expiration of such six-month period. Upon such termination neither Party will have any further liability to the other hereunder except for obligations arising under Article 12. All of the deadlines for the Critical Milestones not achieved prior to the termination of the Other Agreement as described herein will be extended on a day-for-day basis by the period of time between the termination of the Other Agreement and the sooner of the execution of the Replacement Agreement(s) or the termination of this Agreement under this Section 2.2(d).

(e) At the expiration of the Term or earlier termination of this Agreement pursuant to the terms hereof, the Parties shall no longer be bound by the terms and provisions hereof, except (i) to the extent necessary to make payments of any amounts owed to the other

Party arising prior to or resulting from termination of, or on account of a breach of, this Agreement, (ii) to the extent necessary to enforce the rights and the obligations of the Parties arising under this Agreement before such expiration or termination, and (iii) the obligations of the Parties hereunder with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement.

3. FACILITY DEVELOPMENT AND OPERATION

3.1 Critical Milestones.

(a) Subject to the provisions of Section 3.1(d), commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones (**"Critical Milestones"**) on or before the dates set forth in this Section 3.1(a):

(i) except for the State Forest Easement, acquisition of all required real property rights necessary for construction and operation of the Facility and the interconnection of the Facility to the Interconnecting Utility in full and final form with all options and/or contingencies having been exercised demonstrating complete site control as set forth in Exhibit B by May 31, 2017;

(ii) receipt of all Permits necessary to construct the Facility, as set forth in Exhibit B, in final form, by June 30, 2018;

(iii) acquisition of the State Forest Easement by September 30, 2018;

(iv) closing of the Financing or other demonstration to Buyer's satisfaction of the financial capability to construct the Facility, including, as applicable, Seller's financial obligations with respect to interconnection of the Facility to the Interconnecting Utility and construction of the Network Upgrades by February 28, 2020; and

(v) achievement of the Commercial Operation Date by December 31, 2020 ("**Guaranteed Commercial Operation Date**").

(b) Seller shall provide Buyer with written notice of the achievement of each Critical Milestone within seven (7) days after that achievement, which notice shall include information demonstrating with reasonable specificity that such Critical Milestone has been achieved. Seller acknowledges that Buyer will receive such notice solely to monitor progress toward the Commercial Operation Date, and Buyer shall have no responsibility or liability for the development, construction, operation or maintenance of the Facility.

(c) Seller may elect to extend all of the dates for the Critical Milestones not yet achieved by up to four six-month periods from the applicable dates set forth in Section 3.1(a) by posting additional Development Period Security in an amount equal to $125,874 for each such six-month period; provided, however, that in no event may Seller extend the date for the Critical Milestone in Section 3.1(a)(i). Any such election shall be made in a written notice

delivered to Buyer on or prior to the first date for a Critical Milestone that has not yet been achieved (as such date may have previously been extended).

(d) To the extent a Force Majeure event pursuant to Section 10.1 has occurred that prevents the Seller from achieving the Critical Milestone date for the Commercial Operation Date (Section 3.1(a)(v) by the applicable Critical Milestone date, the Critical Milestone date(s) impacted by such Force Majeure event shall be extended for the duration of the Force Majeure event, but under no circumstances shall extensions of those Critical Milestone dates due to Force Majeure events exceed twelve (12) months beyond the applicable Milestone date, and further provided, that the Seller shall not have the right to declare a Force Majeure event related to the Site Control Critical Milestone (Section 3.1(a)(i), the Permits Critical Milestone (Section 3.1(a)(ii)) or the Financing Critical Milestone (Section 3.1(a)(iv)).

(e) The Parties agree that time is of the essence with respect to the Critical Milestones and is part of the consideration to Buyer in entering into this Agreement.

3.2 Delay Damages.

(a) If the Commercial Operation Date is not achieved by the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c) and 10.1), Seller shall pay to Buyer damages for each day from and after such date in an amount equal to $2,517, commencing on the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c) and 10.1) and ending on the earlier of (i) the Commercial Operation Date, (ii) the date that Buyer exercises its right to terminate this Agreement under Section 9.3, or (iii) the date that is twelve (12) months after the Guaranteed Commercial Operation Date (**"Delay Damages"**). Delay Damages shall be due under this Section 3.2(a) without regard to whether Buyer exercises its right to terminate this Agreement pursuant to Section 9.3; provided, however, that if Buyer exercises its right to terminate this Agreement under Section 9.3, Delay Damages shall be due and owing to the extent that such Delay Damages were due and owing at the date of such termination. For purposes of illustration, an example calculation of Delay Damages is set forth on Exhibit F.

(b) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to Seller's delay in achieving the Commercial Operation Date by the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Delay Damages as agreed to by the Parties and set forth herein are a fair and reasonable calculation of such damages. Notwithstanding the foregoing, this Article shall not limit the amount of damages payable to Buyer if this Agreement is terminated as a result of Seller's failure to achieve the Commercial Operation Date. Any such termination damages shall be determined in accordance with Article 9.

(c) By the tenth (10th) day following the end of the calendar month in which Delay Damages first become due and continuing by the tenth (10th) day of each calendar month during the period in which Delay Damages accrue (and the following months if applicable), Buyer shall deliver to Seller an invoice showing Buyer's computation of such damages and any amount due Buyer in respect thereof for the preceding calendar month. No later than ten (10)

days after receiving such an invoice, Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. If Seller fails to pay such amounts when due, Buyer may draw upon the Development Period Security for payment of such Delay Damages, and Buyer may exercise any other remedies available for Seller's default hereunder.

3.3 Construction and Changes in Capacity.

(a) Construction of Facility. Seller shall construct the Facility as described in Exhibit A, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and all applicable requirements of the NYISO Rules for the delivery of the Buyer's Percentage Entitlement of the Products to Buyer. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide construction functions, so long as Seller maintains overall control over the construction of the Facility through the Term.

(b) Capacity Deficiency. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements for the Commercial Operation Date under Section 3.4(b) of this Agreement, but a Capacity Deficiency exists on the Commercial Operation Date as permitted by Section 3.4(b), then on the Commercial Operation Date, the Contract Maximum Amount shall be automatically and permanently reduced commensurate with the Capacity Deficiency, which reduced Contract Maximum Amount shall be stated in a notice from Buyer to Seller, which notice shall be binding absent manifest error.

(c) Increase in Facility Size. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements under Section 3.4(b) of this Agreement, if the Independent Engineer's certification provides that the Actual Facility Size exceeds the Proposed Facility Size as provided in Exhibit A, the Buyer's Percentage Entitlement will be recalculated and replaced by the percentage derived by dividing the Contract Maximum Amount by the Actual Facility Size.

(d) Progress Reports. Within ten (10) days of the end of each calendar quarter after the Effective Date and until the Commercial Operation Date, Seller shall provide Buyer with a progress report regarding Critical Milestones not yet achieved, including projected time to completion of the Facility, in accordance with the form attached hereto as Exhibit C, and shall provide, upon Buyer's request, such supporting documents regarding the same as are produced during the normal course of developing and constructing the Facility or are requested from Buyer by any Governmental Entity. Seller shall permit Buyer and its advisors and consultants to review and discuss with Seller and its advisors and consultants such progress reports during business hours and upon reasonable notice to Seller.

(e) Site Access. Buyer and its representatives shall have the right but not the obligation, during business hours and upon reasonable notice to Seller, to inspect the Facility site and monitor the construction of the Facility, subject to Seller's reasonable Facility site safety and insurance requirements.

3.4 Commercial Operation.

(a) Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products commences on the Commercial Operation Date; provided, that Energy and RECs generated by the Facility prior to the Commercial Operation Date shall not be deemed Products and shall not be purchased by Buyer under this Agreement.

(b) The Commercial Operation Date shall occur on the date on which the Facility as described in Exhibit A is completed (subject, if applicable, to a Capacity Deficiency so long as the Actual Facility Size on the Commercial Operation Date is at least ninety percent (90%) of the proposed nameplate capacity of the Facility as set forth in Exhibit A) and capable of regular commercial operation in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility, all requirements of the ISO-NE Rules, ISO-NE Practices and NYISO Rules for the delivery of the Products to the Buyer have been satisfied, and all performance testing for the Facility has been successfully completed, provided Seller has also satisfied the following conditions precedent as of such date:

(i) completion of all transmission and interconnection facilities and any Network Upgrades, including final acceptance and authorization to interconnect the Facility from the Transmission Provider at the Interconnection Point in accordance with the fully executed Interconnection Agreement;

(ii) all Related Transmission Facilities as set forth in Exhibit E are complete and in-service;

(iii) Seller has obtained and demonstrated possession of all Permits required for the lawful construction and operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility at the Interconnection Point and for Seller to perform its obligations under this Agreement, including but not limited to Permits related to environmental matters, all as set forth on Exhibit B;

(iv) Seller has obtained qualification by the applicable regulatory authority for the state of Massachusetts qualifying the Facility as a RPS Class I Renewable Generation Unit;

(v) All Related Transmission Approvals have been received;

(vi) Seller has acquired all real property rights needed to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility to construct the Network Upgrades (to the extent that it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement;

(vii) Seller has established all ISO-NE or NYISO-related accounts and entered into all ISO-NE or NYISO-related agreements required for the performance of Seller's obligations in connection with the

Facility and this Agreement, which agreements shall be in full force and effect, including the registration of the Facility in the GIS and, to the extent required to Deliver RECs to Buyer, NYGATS;

(viii) Seller has taken all actions as are necessary to effect the transfer of Buyer's Percentage Entitlement of the Scheduled Energy to Buyer in the ISO Settlement Market System;

(ix) Seller has successfully completed all pre-operational testing and commissioning in accordance with manufacturer guidelines;

(x) Seller has satisfied all Critical Milestones that precede the Commercial Operation Date in Section 3.1;

(xi) no Default or Event of Default by Seller shall have occurred and remain uncured;

(xii) the Facility is owned or leased by, and under the care, custody and control of, Seller.

(xiii) Seller has delivered to Buyer:

(A) an Independent Engineer's certification stating (i) that the Facility has been completed in all material respects (excepting punchlist items that do not materially and adversely affect the ability of the Facility to operate as intended hereunder) in accordance with this Agreement, and (ii) the Actual Facility Size;

(B) certificates of insurance evidencing the coverages required under Section 3.5(i); and

(C) the Operating Period Security; and

(xiv) Seller has demonstrated that it can reliably transmit real time data and measurements to NYISO.

(xv) Seller has obtained a separate NYISO registered account and Point Identifier (PTID) for the Facility from NYISO.

3.5 Operation of the Facility.

(a) Compliance With Utility Requirements. Seller shall comply with, and cause the Facility to comply with: (i) Good Utility Practice; (ii) the Operational Limitations; and (iii) all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by ISO-NE, NYISO, any Transmission Provider, NERC and/or any regional reliability entity, including, in each case, all practices, requirements, rules, procedures and standards related

to Seller's construction, ownership, operation and maintenance of the Facility and its performance of its obligations under this Agreement (including obligations related to the generation, Scheduling, interconnection, and transmission of Energy, and the transfer of RECs), whether such requirements were imposed prior to or after the Effective Date. Seller shall be solely responsible for registering as the "Generator Owner and Generator Operator" of the Facility with NERC and any applicable regional reliability entities, including without limitation NYISO and ISO-NE.

(b) Permits. Seller shall maintain or cause to be maintained in full force and effect all Permits necessary for it to perform its obligations under this Agreement, including all Permits necessary to operate and maintain the Facility and all Related Transmission Approvals.

(c) Maintenance and Operation of Facility. Seller shall, at all times during the Term, construct, maintain and operate the Facility, or cause the Facility to be constructed, maintained and operated, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and Exhibit A to this Agreement. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide discrete construction, operation and maintenance functions, so long as Seller maintains overall control over the construction, operation and maintenance of the Facility throughout the Term.

(d) Interconnection Agreement. Seller shall comply with the terms and conditions of the Interconnection Agreement.

(e) ISO-NE Status. Seller shall, at all times during the Services Term, either: (i) be an ISO-NE "Market Participant" pursuant to the ISO-NE Rules; or (ii) have entered into an agreement with an ISO-NE Market Participant that shall perform all of Seller's ISO-NE-related obligations in connection with the Facility and this Agreement.

(f) NYISO Status. Seller shall, at all times during the Services term, either: (i) be a "Market Participant" pursuant to NYISO Market Services Tariff; or (ii) have entered into an agreement with a NYISO Market Participant that shall perform all of Seller's NYISO-related obligations in connection with the Facility and this Agreement.

(g) Forecasts. Commencing at least thirty (30) days prior to the anticipated Commercial Operation Date and continuing throughout the Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month rolling forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Utility Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided. The forecasts described in this Section 3.5(g) shall be non-binding, good faith estimates only. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules, including ISO-NE Operating Procedure No. 5, any applicable NYISO Rules, and each Transmission Provider's rules and regulations.

(h) RPS Class I Renewable Generation Unit. Subject to Section 4.7(b), Seller shall be solely responsible at Seller's cost for maintaining such qualification throughout the

Services Term. Seller shall take all actions necessary to register for and maintain participation in the GIS and, to the extent required to Deliver RECs to Buyer, NYGATS, to register, monitor, track, and transfer RECs. Seller shall provide such additional information as Buyer may request relating to such qualification and participation.

(i) Compliance Reporting. Within thirty (30) days following the end of each calendar quarter, Seller shall provide Buyer information pertaining to labor information and any other information to the extent required by Buyer to comply with the disclosure requirements contained under applicable law and any other such disclosure regulations which may be imposed upon Buyer during the Term, which information requirements will be provided to Seller by Buyer at least fifteen (15) days before the beginning of the calendar quarter for which the information is required. To the extent Buyer is subject to any other certification or compliance reporting requirement with respect to the Products produced by Seller and delivered to Buyer hereunder, Seller shall provide any information in its possession (or, if not in Seller's possession, available to it and not reasonably available to Buyer) requested by Buyer to permit Buyer to comply with any such reporting requirement.

(j) Insurance. Throughout the Term, and without limiting any liabilities or any other obligations of Seller hereunder, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-" by the A.M. Best Company (or any successor thereto) the insurance coverage and with the deductibles that are customary for a generating facility of the type and size of the Facility and as otherwise legally required. Upon the execution of this Agreement, and at each subsequent policy renewal date thereafter, Seller shall provide Buyer with a certificate of insurance which (i) shall include Buyer as an additional insured on each policy, (ii) shall not include the legend "certificate is not evidence of coverage" or any statement with similar effect, (iii) shall evidence a firm obligation of the insurer to provide Buyer with thirty (30) days prior written notice of coverage modifications that may adversely affect Buyer, and (iv) shall be endorsed by a Person who has authority to bind the insurer. If any coverage is written on a "claims-made" basis, the certification accompanying the policy shall conspicuously state that the policy is "claims made."

(k) Contacts. Each Party shall identify a principal contact or contacts, which contact(s) shall have adequate authority and expertise to make day-to-day decisions with respect to the administration of this Agreement.

(l) Compliance with Law. Without limiting the generality of any other provision of this Agreement, Seller shall be responsible for complying with all applicable requirements of Law, including all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by FERC and any other Governmental Entity, whether imposed pursuant to existing Law or procedures or pursuant to changes enacted or implemented during the Term, including all risks of operational and environmental matters relating to the Facility or the Facility site. Seller shall indemnify Buyer against any and all claims arising out of or related to such environmental matters and against any costs imposed on Buyer as a result of Seller's violation of any applicable Law, or ISO-NE, NYISO or NERC requirements. For the avoidance of doubt, Seller shall be responsible for procuring, at its expense, all Permits and governmental approvals required for the construction and operation of the Facility in compliance with applicable requirements of Law.

(m) FERC Status. Seller shall be responsible for ensuring that it is in compliance with all FERC directives and requirements necessary for Seller to fulfill its obligations under this Agreement. As part of Seller's satisfaction of this responsibility, it shall maintain the Facility's status as a QF or EWG (to the extent Seller meets the criteria for such status) at all times after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output of the Facility at market-based rates, including market-based rate authority to the extent applicable. If Seller certifies the Facility as a QF, for so long as this Agreement is in effect, Seller waives, and agrees not to assert, any rights Seller may have to require Buyer to purchase or transmit electric power or to pay a specified price for electric power by virtue of the status of the Facility as a QF.

(n) Maintenance. No later than (a) the Commercial Operation Date and (b) two months prior to the end of each calendar year thereafter during the Term, Seller shall submit to Buyer an expected schedule of Planned Maintenance for the following calendar year for the Facility. Throughout the Term, Seller shall coordinate all Planned Maintenance with NYISO, consistent with NYISO Rules, and shall promptly provide applicable information concerning scheduled outages, as determined by NYISO, to Buyer. To maximize the value of the Products, to the extent possible and consistent with NYISO Rules and the manufacturer's guidelines for all material components of the Facility, Seller shall not schedule Planned Maintenance of more than fifteen percent (15%) of the Wind Turbines at any one time during the months of January through February or June through September; provided, however, that planned maintenance may be scheduled during such period to the extent the failure to perform such planned maintenance is contrary to operation of the Facility in accordance with Good Utility Practice.

3.6 Interconnection and Delivery Services.

(a) Seller shall be responsible for all costs associated with interconnection of the Facility at the Interconnection Point, including the costs of the Network Upgrades, consistent with all standards and requirements set forth by the FERC, any other applicable Governmental Entity, NYISO and the Interconnecting Utility. Seller shall be responsible for procuring delivery service and all costs associated with it.

(b) Seller shall defend, indemnify and hold Buyer harmless against any and all liabilities, fees, costs and expenses, including but not limited to reasonable attorneys' fees incurred by Buyer arising due to Seller's performance or failure to perform under the Interconnection Agreement or any agreement for delivery service associated with Seller's performance of this Agreement.

4. DELIVERY OF PRODUCTS

4.1 Obligation to Sell and Purchase Products.

(a) Beginning on the Commercial Operation Date and subject to Section 4.1(b), Seller shall sell and Deliver, and Buyer shall purchase and receive right, title and interest in and to, Buyer's Percentage Entitlement of the Products in accordance with the terms and conditions of this Agreement, up to and including the Buyer's Percentage Entitlement of Scheduled Energy in each hour, but in no event exceeding the lesser of (1) the Buyer's

Percentage Entitlement of the total Metered Output in such hour or (2) the Contract Maximum Amount in such hour, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, (i) if the amount of Metered Output generated by the Facility during any hour is in excess of Scheduled Energy or the Contract Maximum Amount for that hour, the Products associated with such excess shall not be considered to be Products for such period for purposes of this Agreement, and (ii) if the amount of Scheduled Energy in any hour exceeds the Metered Output generated by the Facility in that hour or the Contract Maximum Amount for that hour, the Products associated with such excess shall not be considered to be Products for such period for purposes of this Agreement. The aforementioned obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same are Unit Contingent and shall be subject to the operation of the Facility. To maximize the value of the Products, to the extent possible and consistent with ISO-NE Rules, NYISO Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy during the time periods of anticipated peak load and peak Energy prices in New England, consistent with the provisions of Sections 3.5(a) and recognizing that Sections 4.1(d) and 4.3 address curtailments and corresponding remedies.

(b) Buyer shall not be obligated to accept or pay for any REC which fails to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit, and, to the extent that Buyer does not purchase any such REC, Seller may, in its sole discretion, sell, transfer or otherwise dispose of that REC or comparable certificate, credit, attribute or other similar product. In the event that Buyer notifies Seller that it will not purchase any REC which fails to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit, then Buyer may resume purchasing such RECs upon thirty (30) days' prior written notice to Seller, unless otherwise agreed by Buyer and Seller.

(c) Seller shall Deliver Buyer's Percentage Entitlement of the Products produced by or associated with the Facility, up to and including an amount equal to the least of (i) the Buyer's Percentage Entitlement of the Metered Output, (ii) Buyer's Percentage Entitlement of the Scheduled Energy or (iii) the Contract Maximum Amount in any hour, exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such Products or any certificate or other attribute associated with such Products to any Person other than Buyer during the Term. Seller shall not enter into any agreement or arrangement under which such Products can be claimed by any Person other than Buyer. Buyer shall have the exclusive right to resell or convey the Products in its sole discretion.

(d) Notwithstanding Section 4.1(c), Seller shall have the exclusive right, exercised in its sole discretion, to sell or convey any Energy and RECs to any Person (i) prior to the Services Term, (ii) that are not Products, (iii) in connection with Resale Damages, (iv) in connection with an exercise by Seller of its remedies under Section 9.3(a)(ii), or (v) during any period of curtailment by Seller that is permitted pursuant to this Agreement and periods of curtailment the remedy for which is set forth in Section 4.3.

4.2 Scheduling and Delivery.

(a) During the Services Term and in accordance with Section 4.1, Seller shall Schedule and transfer Deliveries of Energy hereunder with ISO-NE and NYISO within the defined Operational Limitations of the Facility and in accordance with this Agreement and all rules and regulations of each Transmission Provider, and all NYISO rules and regulations and ISO-NE Practices and ISO-NE Rules, as applicable. Seller shall use commercially reasonable efforts, acting in good faith, to maximize the Metered Output of the Facility and Schedule such Metered Output in each hour that would not exceed the limits for Scheduled Energy in Section 4.1, subject to curtailment by Seller as permitted pursuant to this Agreement. Seller shall transfer Scheduled Energy to Buyer (i) in the Day Ahead Energy Market if the Scheduled Energy is offered by Seller and settled in the Day Ahead Energy Market and (ii) in the Real Time Energy Market if the Scheduled Energy is offered by Seller and settled in the Real Time Energy Market, in each case in accordance with all ISO-NE Practices and ISO-NE Rules. Seller shall determine the portion of the Scheduled Energy that is offered and settled in the Day Ahead Energy Market and the portion of the Scheduled Energy that is offered and settled in the Real Time Energy Market, consistent with prevailing ISO-NE Rules and ISO-NE Practices at the time; provided, however that: (x) Seller must offer Scheduled Energy to Buyer in the Day Ahead Energy Market to the extent required in order to satisfy its obligations under Section 7.4; and (y) if a change in the NYISO Rules or ISO-NE Rules makes transfers in the Day Ahead Energy Market and/or the Real Time Energy Market impracticable for either Party, as reasonably determined by Buyer, then Seller will alter the portions of the Scheduled Energy being offered and settled in each of the Day Ahead Energy Market and the Real Time Energy Market to the extent required to make transfers of Scheduled Energy consistent with those revised NYISO Rules or ISO-NE Rules. In any event, Buyer shall have no obligation to pay for any Energy not transferred to Buyer in accordance with the foregoing or for which Buyer is not credited in the ISO-NE Settlement Market System (including, without limitation, as a result of an outage on any electric transmission system). If Buyer notifies Seller that the manner of the transfers of Scheduled Energy in the Day Ahead Energy Market and/or the Real Time Energy Market that are being undertaken by Seller at the time is having an adverse effect (financial or otherwise) on Buyer (a **"Transfer Change Notice"**), Buyer and Seller will negotiate in good faith to alter the manner in which those transfers are occurring. Buyer will use commercially reasonable efforts to coordinate any Transfer Change Notice under this Agreement with the purchasers of Energy and RECs under the Other Agreements. Any alterations to the portions of Scheduled Energy being offered and settled in, or the manner in which transfers of Scheduled Energy are being undertaken by Seller in respect of, the Day Ahead Energy Market and/or the Real Time Energy Market, in each case pursuant to this Section 4.2(a), shall be implemented in a reasonable timeframe determined by Seller. Notwithstanding any other provision of this Agreement, if during the Term of this Agreement the LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, is negative, or, in the reasonable opinion of Seller, is likely to become negative, then Seller may deliver to Buyer (via electronic mail) a written notice stating that such condition has occurred or is likely to occur and the period during which such condition has occurred or is likely to occur. Buyer and Seller hereby agree that in such event Seller shall be under no obligation to schedule or Deliver Products to the Delivery Point during such period. Seller shall provide Buyer with detailed information, including but not limited to, the start and stop times of such periods of curtailment under this Section 4.2(a) as well as the quantity curtailed, for all such periods of non-delivery during the

preceding calendar month which information shall be provided prior to Seller's delivery of the invoice to Buyer.

(b) The Parties agree to use commercially reasonable efforts to comply with all applicable NYISO and Transmission Provider rules and regulations and ISO-NE Rules and ISO-NE Practices in connection with the Scheduling and Delivery of Scheduled Energy hereunder. Penalties or similar charges assessed by a Transmission Provider and caused by noncompliance of Seller with the Scheduling obligations set forth in this Section 4.2 shall be the responsibility of Seller.

(c) Without limiting the generality of this Section 4.2, Seller or the party with whom Seller contracts pursuant to Section 3.5(e) shall at all times during the Services Term be designated as the "Lead Market Participant" (or any similar designation) for the Facility within ISO-NE and NYISO and shall be solely responsible for any obligations and liabilities imposed by ISO-NE or NYISO or under the ISO-NE Rules and ISO-NE Practices or any NYISO Rules with respect to the Facility, including all charges, penalties, financial assurance obligations, losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE, NYISO, or applicable system costs or charges associated with transmission to and at the Delivery Point. To the extent Buyer incurs such costs, charges, penalties or losses which are the responsibility of Seller, (including amounts not credited to Buyer as described in Section 4.2(a)), Seller shall reimburse Buyer for the same.

4.3 Failure of Seller to Deliver Products. In the event that Seller fails to Deliver the Minimum Required Deliveries in any Contract Year, and such failure is not excused under the express terms of this Agreement (including, without limitation, Section 4.2(a)) (a **"Delivery Failure"**), Seller shall pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages. Such payment shall be due no later than the date for Buyer's payment for the applicable month as set forth in Section 5.2 hereof. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to a Delivery Failure would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Cover Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages. Notwithstanding any other provision of this Agreement, the payment of Cover Damages by Seller shall be Buyer's sole and exclusive remedy for a Delivery Failure except to the extent such a failure constitutes an Event of Default pursuant to Section 9.2(h). For purposes of illustration, an example calculation of Cover Damages is set forth on Exhibit F.

4.4 Failure by Buyer to Accept Delivery of Products. If Buyer fails to accept all or part of any of the Products to be purchased by Buyer hereunder, and such failure to accept (a) is not the result of Reliability Curtailment or (b) is not otherwise excused under the terms of this Agreement (a **"Rejected Purchase"**), then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred, an amount for such Rejected Purchase equal to the Resale Damages. Each Party agrees and acknowledges that (i) the damages that Seller would incur due to a Rejected Purchase would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Resale Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

4.5 Delivery Point.

(a) All Scheduled Energy shall be Delivered hereunder by Seller to Buyer at the Delivery Point. Seller shall be responsible for making all arrangements and paying all costs associated with delivering the Scheduled Energy to the Delivery Point, consistent with all standards and requirements set forth by the FERC, ISO-NE, NYISO, and any other applicable Governmental Entity or tariff.

(b) Seller shall be responsible for all applicable charges associated with transmission interconnection, service and delivery charges, including all related Transmission Provider administrative fees, uplift, socialized charges, and all other charges in connection with the satisfaction of Seller's obligations hereunder, including without limitation the Delivery of Scheduled Energy to and at the Delivery Point. Seller shall indemnify and hold harmless Buyer for any such charges, fees, or expenses imposed upon Buyer by operation of Transmission Provider Rules or otherwise in connection with Seller's performance of its obligations hereunder.

(c) Seller shall not be responsible for any transmission charges, service and delivery charges or any other Transmission Provider fees or charges incurred in connection with the transmission of Scheduled Energy after the Delivery Point.

4.6 Metering.

(a) Metering. All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the **"Meters"**), shall be installed, operated, maintained and tested at Seller's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by NERC, the Interconnecting Utility, NYISO, and ISO-NE; provided that each Meter shall be tested at Seller's expense once each Contract Year. All Meters used to provide data for the computation of payments shall be sealed and Seller shall break the seal only when such Meters are to be inspected and tested (or adjusted) in accordance with this Section 4.6. Seller shall provide Buyer with a copy of all metering and calibration information and documents regarding the Meters promptly following receipt thereof by Seller.

(b) Measurements. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Metered Output generated by the Facility; provided however, that Seller, upon request of Buyer and at Buyer's expense (if more frequently than annually as provided for in Section 4.6(a)), shall cause the Meters to be tested by the Interconnecting Utility in whose territory the Facility is located, and if any Meter is out of service or is determined to be registering inaccurately by more than two percent (2%), (i) the measurement of Metered Output produced by the Facility shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, in accordance with the filed tariff of such Interconnecting Utility, the ISO-NE Tariff, or the NYISO Tariff, whichever is applicable, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder and (ii) Seller shall reimburse Buyer for the cost of such test of the Meters. Meter readings shall

be adjusted to take into account the losses to Deliver the Metered Output to the Delivery Point. Seller shall make recorded meter data available monthly to the Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test (at its own expense) any of the Meters at the Facility at reasonable times and upon reasonable notice from Buyer to Seller. Buyer shall have the right to have a representative present during any testing or calibration of the Meters at the Facility by Seller. Seller shall provide Buyer with timely notice of any such testing or calibration.

(d) Audit of Meters. Buyer shall have access to the Meters and the right to audit all information and test data related to such Meters.

(e) Notice of Malfunction. Seller shall provide Buyer with prompt notice of any malfunction or other failure of the Meters or other telemetry equipment necessary to accurately report the quantity of Metered Output being produced by the Facility. If any Meter is found to be inaccurate by more than two percent (2%), the meter readings shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder.

(f) Telemetry. The Meters shall be capable of sending meter telemetry data, and Seller shall provide Buyer with simultaneous access to such data at no additional cost to Buyer. This provision is in addition to any requirements of Seller under the NYISO Rules and ISO-NE Rules and ISO-NE Practices, including ISO-NE Operating Procedure No. 18.

4.7 RECs.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to Buyer's Percentage Entitlement of the RECs during the Services Term in accordance with the terms of this Section 4.7. The amount of RECs transferred from Seller to Buyer under this Agreement for any hour (or shorter period to the extent that ISO-NE schedules Energy deliveries over a shorter period) will be the equivalent of the lesser of the Buyer's Percentage Entitlement of the Metered Output or Buyer's Percentage Entitlement of the Scheduled Energy during that hour (or such shorter period).

(b) Regarding the RPS:

(i) Except as provided in subsection (ii) of this Section 4.7(b), all Scheduled Energy provided by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility pursuant to the RPS, and Seller's failure to satisfy such requirements shall constitute an Event of Default pursuant to Section 9.1(c) of this Agreement except as provided in Section 4.7(b)(ii) below; and

(ii) If solely as a result of a change in Law, Scheduled Energy provided by Seller to Buyer from the Facility under this Agreement

no longer meets the requirements for eligibility pursuant to the RPS, such will not constitute an Event of Default under Article 9, provided Seller promptly uses commercially reasonable efforts to ensure that qualification will continue after the change in Law. If, notwithstanding such commercially reasonable efforts and solely as a result of change in Law, the Facility does not qualify as a RPS Class I Renewable Generation Unit, then (A) Seller shall continue to sell, and Buyer shall continue to purchase Scheduled Energy under this Agreement at the Adjusted Price in accordance with Section 5.1 and (B) any purchases and sales of RECs shall be in accordance with Section 4.1(b).

(c) At Seller's sole cost, Seller shall also obtain and maintain throughout the Services Term qualification as a RPS Class I generation resource under the renewable portfolio standard or similar law of New York and the New England states of Connecticut, Maine, New Hampshire, and Rhode Island, to the extent the renewable energy technology used in, and other characteristics of (including location, transmission, environmental effects and operating characteristics), the Facility are and remain eligible under such renewable portfolio standard or similar law. At Buyer's request and at Seller's sole cost, Seller shall also obtain qualification under any federal renewable energy standard, to the extent the renewable energy technology used in, and other characteristics of (including location, transmission, environmental effects and operating characteristics), the Facility are and remain eligible under such renewable portfolio standard, renewable energy standard or similar law, and Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maintain such qualification at all times during the Services Term unless otherwise agreed by Buyer. Notwithstanding the foregoing, nothing in this Section 4.7(c) shall require Seller to expend more than $100,000, in the aggregate, under this Agreement and all Other Agreements, during the Services Term and the term of such Other Agreements on any modifications to the Facility or the related characteristics to permit the Facility to qualify as a Class I generation resource under the renewable portfolio standard or similar law of New York and the New England states of Connecticut, Maine, New Hampshire, and Rhode Island and under any federal renewable energy standard. In the event that any such qualification(s) would require the expenditure of more than $100,000, in the aggregate, under this Agreement and all Other Agreements, during the Services Term or the term of such Other Agreements, then Buyer may require Seller to expend up to $100,000 for such qualification(s) so long as Buyer, either individually or together with one or more of the purchasers of Energy and RECs under the Other Agreements, agrees to expend, or reimburse Seller for the expenditures of, the amounts in excess of $100,000 that are required for such qualification(s). To the extent Seller qualifies the Facility as a RPS Class I generation resource pursuant to this Section 4.7(c), Seller shall submit to Buyer any information required by any state or federal agency with regard to administration of its rules regarding Environmental Attributes or its renewable energy standard or renewable portfolio standard or Seller's qualification under the foregoing.

(d) Seller shall comply with all GIS Operating Rules relating to the creation and transfer of all RECs to be purchased by Buyer under this Agreement and all other GIS Operating Rules to the extent required for Buyer to achieve the full value of the RECs associated with the Scheduled Energy Delivered hereunder. Seller shall also comply with all NYGATS

rules and procedures to the extent required to Deliver RECs to Buyer under this Agreement. In addition, at Buyer's request, Seller shall use commercially reasonable efforts to register with and comply with the rules and requirements of any other tracking system or program that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes, which compliance shall be at Seller's sole cost if such registration and compliance is requested in connection with Section 4.7(c) above and shall be at Buyer's sole cost in other instances.

(e) Prior to the Delivery of any Scheduled Energy hereunder, either (i) Seller shall cause Buyer to be registered in the GIS as the initial owner of all Certificates to be Delivered hereunder to Buyer or (ii) Seller and Buyer shall effect an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) of the Certificates to be Delivered hereunder to Buyer in the GIS for the Services Term; provided, however, that no payment shall be due to Seller for any RECs until either (x) the Certificates are actually deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing, or (y) (i) Buyer and Seller enter such an irrevocable Forward Certificate Transfer of the Certificates to be Delivered to Buyer in the GIS, which Forward Certificate Transfer shall be denoted in the GIS as not being capable of rescission by Seller, and (ii) the Scheduled Energy with which such RECs are associated has been Delivered to Buyer.

(f) The Parties intend for the transactions entered into hereunder to be physically settled, meaning that the RECs are intended to be Delivered in the GIS account of Buyer or its designee as set forth in this Section 4.7.

5. PRICE AND PAYMENTS FOR PRODUCTS

5.1 Price for Products. All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit D; provided, however, that if the RECs fail to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit and Buyer does not purchase the RECs pursuant to Section 4.1(b), then all Scheduled Energy Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Adjusted Price specified in Exhibit D. Other than the (i) payment for the Products under this Section 5.1, (ii) payments related to Meter testing under Section 4.6(b), (iii) payments related to Meter malfunctions under Section 4.6(e), (iv) payment of any Resale Damages under Section 4.4, (v) payment of interest on late payments under Section 5.3, (vi) payments for reimbursement of Buyer's Taxes under Section 5.4(a), (vii) return of any Credit Support under Section 6.3, and (viii) payment of any Termination Payment due from Buyer under Section 9.3, Buyer shall not be required to make any other payments to Seller under this Agreement, and Seller shall be solely responsible for all costs and losses incurred by it in connection with the performance of its obligations under this Agreement. In the event that the LMP for the Scheduled Energy at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable pursuant to Section 4.2(a), is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (y) such Scheduled Energy Delivered in such hour and (z) the absolute value of the hourly Day Ahead LMP or Real Time LMP at the Delivery Point, as applicable pursuant to Section 4.2(a).

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all charges and payments under this Agreement. On or before the fifteenth (15th) day following the end of each month, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder during the preceding month, based on the Scheduled Energy Delivered to Buyer in the preceding month, and any RECs deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing in the preceding month. Such invoice shall contain supporting detail for all charges reflected on the invoice, and Seller shall provide Buyer with additional supporting documentation and information as Buyer may request.

(b) Timeliness of Payment. All undisputed charges shall be due and payable in accordance with each Party's invoice instructions on or before the later of (x) fifteen (15) days from receipt of the applicable invoice or (y) the last day of the calendar month in which the applicable invoice was received (or in either event the next Business Day if such day is not a Business Day). Each Party shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. All payments due under this Agreement shall be paid in immediately available funds. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Late Payment Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(c) Disputes and Adjustments of Invoices.

(i) All invoices rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on changes resulting from recent ISO-NE billing statements or revisions, if any, to previous ISO-NE billing statements. If ISO-NE resettles any invoice which relates to the Products sold under this Agreement and (a) any charges thereunder are the responsibility of the other Party under this Agreement or (b) any credits issued thereunder would be due to the other Party under this Agreement, then the Party receiving the invoice from ISO-NE shall in the case of (a) above invoice the other Party or in the case of (b) above pay the amount due to the other Party. Any invoices issued or amounts due pursuant to this Section shall be invoiced or paid as provided in this Section 5.2.

(ii) Within twelve (12) months of the issuance of an invoice the Seller may adjust any invoice for any arithmetic or computational error and shall provide documentation and information supporting such adjustment to Buyer. Within twelve (12) months of the receipt of an invoice (or an adjusted invoice), the Buyer may dispute any charges on that invoice. In the event of such a dispute, the Buyer shall give notice to the Seller and shall state the basis for the dispute. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment or refund shall be made within ten (10) days of such resolution along with interest accrued at the Late Payment

Rate from and including the due date (or in the case of a refund, the payment date) but excluding the date paid. Any claim for additional payment is waived unless the Seller issues an adjusted invoice within twelve (12) months of issuance of the original invoice. Any dispute of charges is waived unless the Buyer provides notice of the dispute to the Seller within twelve (12) months of receipt of the invoice (or adjusted invoice) including such charges.

(d) Netting of Payments. The Parties hereby agree that they may discharge mutual debts and payment obligations due and owing to each other under this Agreement on the same date through netting of such monetary obligations, in which case all amounts owed by each Party to the other Party for the purchase and sale of Products during the monthly billing period under this Agreement, including any related damages calculated pursuant to this Agreement, interest, and payments or credits, may be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, such Party shall pay such sum in full when due. The Parties agree to provide each other with reasonable detail of such net payment or net payment request.

5.3 Interest on Late Payment or Refund. A late payment charge shall accrue on any late payment or refund as specified above at the lesser of (a) the prime rate specified in the "Money & Investing" section of The Wall Street Journal (or, if such rate is not published therein, in a successor index mutually selected by the Parties) plus 1% per cent, and (b) the maximum rate permitted by applicable Law in transactions involving entities having the same characteristics as the Parties (the **"Late Payment Rate"**).

5.4 Taxes, Fees and Levies.

(a) Seller shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with the Facility or delivery or sale of the Products ("**Seller's Taxes**"). Buyer shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with such Products after Delivery of such Products to Buyer, or imposed on or associated with the purchase of such Products by Buyer (other than ad valorem, franchise or income taxes which are related to the sale of the Products and are, therefore, the responsibility of Seller) ("**Buyer's Taxes**"). In the event Seller shall be required by law or regulation to remit or pay any Buyer's Taxes, Buyer shall reimburse Seller for such payment. In the event Buyer shall be required by law or regulation to remit or pay any Seller's Taxes, Seller shall reimburse Buyer for such payment, and Buyer may also elect to deduct any of the amount of any such Seller's Taxes from the amount due to Seller under Section 5.2. Buyer shall have the right to all credits, deductions and other benefits associated with taxes paid by Buyer or reimbursed to Seller by Buyer as described herein. Nothing shall obligate or cause a Party to pay or be liable to pay any taxes, fees and levies for which it is exempt under law.

(b) Seller shall bear all risks and retain all benefits, financial and otherwise, throughout the Term, associated with Seller's or the Facility's eligibility to receive any federal or state tax credits, to qualify for accelerated depreciation for Seller's accounting, reporting or tax

purposes, or to receive any other favorable tax or accounting right or benefit, or any grant or subsidy from a Governmental Entity or other Person. Seller's obligations under this Agreement shall be effective regardless of whether the Facility is eligible for or receives, or the transactions contemplated under this Agreement are eligible for or receives, any federal or state tax credits, grants or other subsidies or any particular accounting, reporting or tax treatment.

6. SECURITY FOR PERFORMANCE

6.1 Grant of Security Interest. Subject to the terms and conditions of this Agreement, Seller hereby pledges to Buyer as security for all outstanding obligations under this Agreement (other than indemnification obligations surviving the expiration of the Term) and any other documents, instruments or agreements executed in connection therewith (collectively, the **"Obligations"**), and grants to Buyer a first priority continuing security interest, lien on, and right of set-off against all Posted Collateral delivered to or received by Buyer hereunder. Upon the return by Buyer to Seller of any Posted Collateral, the security interest and lien granted hereunder on that Posted Collateral will be released immediately and, to the extent possible, without further action by either Party.

6.2 Seller's Support.

(a) Seller shall be required to post Credit Support with a Value of $629,370 to secure Seller's Obligations until the Commercial Operation Date (**"Development Period Security"**). $377,622 of the Development Period Security shall be provided to Buyer on the Effective Date, and the remaining $251,748 of the Development Period Security shall be provided to Buyer within fifteen (15) days after the receipt of the Regulatory Approval. Buyer shall return any undrawn amount of the Development Period Security to Seller within thirty (30) days after the later of (x) Buyer's receipt of an undisputed notice from Seller that the Commercial Operation Date has occurred or (y) Buyer's receipt of the full amount of the Operating Period Security.

(b) Beginning not later than three (3) days following the Commercial Operation Date, Seller shall provide Buyer with Credit Support to secure Seller's Obligations after the Commercial Operation Date through and including the date that all of Seller's Obligations are satisfied ("**Operating Period Security**"). The Operating Period Security shall have a Value of $503,496; provided that, if the Contract Maximum Amount is adjusted pursuant to Section 3.3(b), then the Operating Period Security shall be $20,000.00 multiplied by the Contract Maximum Amount, as adjusted in accordance with Section 3.3(b).

(c) The Credit Support Delivery Amount, as defined below, will be rounded up, and the Return Amount, as defined below, will be rounded down, in each case to the nearest integral multiple of $10,000 (**"Rounding Amount"**).

(d) The following items will qualify as "**Credit Support**" hereunder in the amount noted under "Valuation Percentage":

	"Valuation Percentage"
(A) Cash	100%
(B) Letters of Credit	100% unless either (i) a Letter of Credit Default shall have occurred and be continuing with respect to such Letter of Credit, or (ii) twenty (20) or fewer Business Days remain prior to the expiration of such Letter of Credit, in which cases the Valuation Percentage shall be 0%.

(e) All calculations with respect to Credit Support shall be made by the Valuation Agent as of the Valuation Time on the Valuation Date.

6.3 Delivery of Credit Support.

On any Business Day during the Services Term on which (a) the undrawn amount of any Operating Period Security provided by Seller and held by Buyer is less than the amount required under Section 6.2(b), (b) no Event of Default has occurred and is continuing with respect to Buyer, and (c) no termination date has occurred or has been designated as a result of an Event of Default with respect to Buyer for which there exist any unsatisfied payment obligations with respect to Buyer, then Buyer may request, by written notice, that Seller Transfer to Buyer, or cause to be Transferred to Buyer, Credit Support for the benefit of Buyer, having a Value of at least the Collateral Requirement (**"Credit Support Delivery Amount"**). Such Credit Support shall be delivered to Buyer on the next Business Day if the request is received by the Notification Time; otherwise Credit Support is due by the close of business on the second Business Day after the request is received.

6.4 Reduction and Substitution of Posted Collateral.

On any Business Day during the Services Term on which (a) no Event of Default has occurred and is continuing with respect to Seller, (b) no termination date has occurred or has been designated as a result of an Event of Default with respect to Seller for which there exist any unsatisfied payment Obligations, and (c) the Posted Collateral posted by Seller exceeds the required Operating Period Security (rounding downwards for any fractional amount to the next interval of the Rounding Amount), then Seller may, at its sole cost, request that Buyer return Operating Period Security in the amount of such difference (**"Credit Support Return Amount"**) and Buyer shall be obligated to do so. Such Posted Collateral shall be returned to Seller by the close of business on the second Business Day after Buyer's receipt of such request. The Parties agree that if Seller has posted more than one type of Credit Support to Buyer, Seller can, in its sole discretion, select the type of Credit Support for Buyer to return; provided, however, that Buyer shall not be required to return the specified Credit Support if immediately after such return, Seller would be required to post additional Credit Support pursuant to the calculation of Operating Period Security.

6.5 Administration of Posted Collateral.

(a) Cash. Posted Collateral provided in the form of Cash to Buyer hereunder shall be subject to the following provisions.

(i) So long as no Event of Default has occurred and is continuing with respect to Buyer, Buyer will be entitled to either hold Cash or to appoint an agent which is a Qualified Institution (a **"Custodian"**) to hold Cash for Buyer. In the event that an Event of Default has occurred and is continuing with respect to Buyer, then the provisions of Section 6.5(a)(ii) shall not apply with respect to Buyer and Cash shall be held in a Qualified Institution in accordance with the provisions of Section 6.5(a)(iii)(B). Upon notice by Buyer to Seller of the appointment of a Custodian, Seller's Obligations to make any Transfer will be discharged by making the Transfer to that Custodian. The holding of Cash by a Custodian will be deemed to be the holding of Cash by Buyer for which the Custodian is acting. If Buyer or its Custodian fails to satisfy any conditions for holding Cash as set forth above, or if Buyer is not entitled to hold Cash at any time, then Buyer will Transfer, or cause its Custodian to Transfer, the Cash to a Qualified Institution and the Cash shall be maintained in accordance with Section 6.5(a)(iii)(B). Except as set forth in Section 6.5(c), Buyer will be liable for the acts or omissions of the Custodian to the same extent that Buyer would be held liable for its own acts or omissions.

(ii) Notwithstanding the provisions of applicable Law, if no Event of Default has occurred and is continuing with respect to Buyer and no termination date has occurred or been designated as a result of an Event of Default with respect to Buyer for which there exists any unsatisfied payment obligations with respect to Buyer, then Buyer shall have the right to sell, pledge, rehypothecate, assign, invest, use, comingle or otherwise use in its business any Cash that it holds as Posted Collateral hereunder, free from any claim or right of any nature whatsoever of Seller, including any equity or right of redemption by Seller.

(iii) Notwithstanding Section 6.5(a)(ii), if neither Buyer nor the Custodian is eligible to hold Cash pursuant to Section 6.5(a)(i) then:

(A) the provisions of Section 6.5(a)(ii) will not apply with respect to Buyer; and

(B) Buyer shall be required to Transfer (or cause to be Transferred) not later than the close of business within five

(5) Business Days following the beginning of such ineligibility all Cash in its possession or held on its behalf to a Qualified Institution to be held in a segregated, safekeeping or custody account (the **"Collateral Account"**) within such Qualified Institution with the title of the account indicating that the property contained therein is being held as Cash for Buyer. The Qualified Institution shall serve as Custodian with respect to the Cash in the Collateral Account, and shall hold such Cash in accordance with the terms of this Article 6 and for the security interest of Buyer and execute such account control agreements as are necessary or applicable to perfect the security interest of Seller therein pursuant to Section 9-314 of the Uniform Commercial Code or otherwise, and subject to such security interest, for the ownership and benefit of Seller. The Qualified Institution holding the Cash will invest and reinvest or procure the investment and reinvestment of the Cash in accordance with the written instructions of Buyer, subject to the approval of such instructions by Seller (which approval shall not be unreasonably withheld). Buyer shall have no responsibility for any losses resulting from any investment or reinvestment effected in accordance with Seller's approval.

(iv) So long as no Event of Default with respect to Seller has occurred and is continuing, and no termination date has occurred or been designated for which any unsatisfied payment obligations of Seller exist as the result of an Event of Default with respect to Seller, in the event that Buyer or its Custodian is holding Cash, Buyer will Transfer (or cause to be Transferred) to Seller, in lieu of any interest or other amounts paid or deemed to have been paid with respect to such Cash (all of which shall be retained by Buyer), the Interest Amount. Interest on Cash shall accrue at the Collateral Interest Rate. Interest accrued during the previous month shall be paid by Buyer to Seller on the 3rd Business Day of each calendar month and on any Business Day that posted Credit Support in the form of Cash is returned to Seller, but solely to the extent that, after making such payment, the amount of the Posted Collateral will be at least equal to the required Development Period Security or Operating Period Security, as applicable. On or after the occurrence of an Event of Default with respect to Seller or a termination date as a result of an Event of Default with respect to Seller, Buyer or its Custodian shall retain any such Interest Amount as additional Posted Collateral hereunder until the Obligations of Seller under the Agreement have been satisfied in

the case of a termination date or for so long as such Event of Default is continuing in the case of an Event of Default.

(b) Buyer's Rights and Remedies. If at any time an Event of Default with respect to Seller has occurred and is continuing, then, unless Seller has paid in full all of its Obligations that are then due, including those under Section 9.3(b) of this Agreement, Buyer may exercise one or more of the following rights and remedies: (i) all rights and remedies available to a secured party under applicable Law with respect to Posted Collateral held by Buyer, (ii) the right to set-off any amounts payable by Seller with respect to any Obligations against any Posted Collateral or the cash equivalent of any Posted Collateral held by Buyer, or (iii) the right to liquidate any Posted Collateral held by Buyer and to apply the proceeds of such liquidation of the Posted Collateral to any amounts payable to Buyer with respect to the Obligations in such order as Buyer may elect. For purposes of this Section 6.5, Buyer may draw on the undrawn portion of any Letter of Credit from time to time up to the amount of the Obligations that are due at the time of such drawing. Cash proceeds that are not applied to the Obligations shall be maintained in accordance with the terms of this Article 6. Seller shall remain liable for amounts due and owing to Buyer that remain unpaid after the application of Posted Collateral, pursuant to this Section 6.5.

(c) Letters of Credit. Credit Support provided in the form of a Letter of Credit shall be subject to the following provisions.

(i) As one method of providing increased Credit Support, Seller may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit.

(ii) Upon the occurrence of a Letter of Credit Default, Seller agrees to Transfer to Buyer either a substitute Letter of Credit or Cash, in each case on or before the first (1st) Business Day after the occurrence thereof (or the third (3rd) Business Day after the occurrence thereof if only clause (a) under the definition of Letter of Credit Default applies).

(iii) Notwithstanding Sections 6.3 and 6.4, (1) Buyer need not return a Letter of Credit unless the entire principal amount is required to be returned, (2) Buyer shall consent to a reduction of the principal amount of a Letter of Credit to the extent that a Credit Support Delivery Amount would not be created thereby (as of the time of the request or as of the last time the Credit Support Delivery Amount was determined), and (3) if there is more than one form of Posted Collateral when a Credit Support Return Amount is to be Transferred, the Secured Party may elect which to Transfer.

(d) Care of Posted Collateral. Buyer shall exercise reasonable care to assure the safe custody of all Posted Collateral to the extent required by applicable Law, and in any event Buyer will be deemed to have exercised reasonable care if it exercises at least the same degree of care as it would exercise with respect to its own property. Except as specified in the

preceding sentence, Buyer will have no duty with respect to the Posted Collateral, including without limitation, any duty to enforce or preserve any rights thereto.

(e) Substitutions. Unless otherwise prohibited herein, upon notice to Buyer specifying the items of Posted Collateral to be exchanged, Seller may, on any Business Day, deliver to Buyer other Credit Support (**"Substitute Credit Support"**). On the Business Day following the day on which the Substitute Credit Support is delivered to Buyer, Buyer shall return to Seller the items of Credit Support specified in Seller's notice; provided, however, that Buyer shall not be required to return the specified Posted Collateral if immediately after such return, Seller would be required to post additional Credit Support pursuant to the calculation of Development Period Security or Operating Period Security set forth in Sections 6.2(a) and 6.2(b), respectively.

6.6 Exercise of Rights Against Posted Collateral

(a) Disputes regarding amount of Credit Support. If either Party disputes the amount of Credit Support to be provided or returned (such Party the "**Disputing Party**"), then the Disputing Party shall (a) deliver the undisputed amount of Credit Support to the other Party (such Party, the "**Requesting Party**") and (b) notify the Requesting Party of the existence and nature of the dispute no later than 5:00 p.m. Eastern Prevailing Time on the Business Day that the request for Credit Support was made (the "**Request Date**"). On the Business Day following the Request Date, the Parties shall consult with each other in order to reconcile the two conflicting amounts. If the Parties are not able to resolve their dispute, the Credit Support shall be recalculated, on the Business Day following the Request Date, by each Party requesting quotations from two (2) Reference Market-Makers for a total of four (4) quotations. The highest and lowest of the four (4) quotations shall be discarded and the arithmetic average shall be taken of the remaining two (2), which shall be used in order to determine the amount of Credit Support required. On the same day the Credit Support amount is recalculated, the Disputing Party shall deliver any additional Credit Support required pursuant to the recalculation or the Requesting Party shall return any excess Credit Support that is no longer required pursuant to the recalculation.

(b) Further Assurances. Promptly following a request by a Party, the other Party shall use commercially reasonable efforts to execute, deliver, file, and/or record any financing statement, specific assignment, or other document and take any other action that may be necessary or desirable to create, perfect, or validate any Posted Collateral or other security interest or lien, to enable the requesting party to exercise or enforce its rights or remedies under this Agreement, or with respect to Posted Collateral, or accrued interest.

(c) Further Protection. Seller will promptly give notice to Buyer of, and defend against, any suit, action, proceeding, or lien (other than a banker's lien in favor of the Custodian appointed by Buyer so long as no amount owing from Seller to such Custodian is overdue) that involves the Posted Collateral delivered to Buyer by Seller or that could adversely affect any security interest or lien granted pursuant to this Agreement.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

7.1 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Organization and Good Standing; Power and Authority. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of Massachusetts. Subject to the receipt of the Regulatory Approval, Buyer has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Due Authorization; No Conflicts. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly authorized by all necessary actions on the part of Buyer and do not and, under existing facts and Law, shall not: (i) contravene its certificate of incorporation or any other governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) subject to receipt of the Regulatory Approval, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing.

(c) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Buyer and, assuming the due execution hereof and performance hereunder by Seller and receipt of the Regulatory Approval, constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(d) No Proceedings. Except to the extent relating to the Regulatory Approval, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Buyer or any of its properties (including, without limitation, this Agreement) which (i) relate in any manner to this Agreement or any transaction contemplated hereby, or (ii) Buyer reasonably expects to lead to a material adverse effect on (A) the validity or enforceability of this Agreement or (B) Buyer's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. Except to the extent associated with the Regulatory Approval, the execution, delivery and performance by Buyer of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken or that shall be duly obtained, made or taken on or prior to the date required, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable as required under applicable Law.

(f) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Buyer and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(g) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Buyer, or, to Buyer's knowledge, threatened against it.

(h) No Default. As of the Effective Date, no Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Buyer of its obligations under this Agreement.

7.2 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Organization and Good Standing; Power and Authority. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware. Subject to the receipt of the Permits listed in Exhibit B and any Related Transmission Approvals, Seller has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds, or shall hold, prior to the date on which they are required, all rights and entitlements (including without limitation all transmission rights) necessary to construct, own and operate the Facility and to deliver the Products to the Buyer in accordance with this Agreement.

(c) Due Authorization; No Conflicts. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly authorized by all necessary actions on the part of Seller and do not and, under existing facts and Law, shall not: (i) contravene any of its governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) assuming receipt of the Permits listed on Exhibit B and any Related Transmission Approvals, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing. Seller will not be disqualified from or be materially adversely affected in the performance of any of its obligations under this Agreement by reason of market power or affiliate transaction issues under federal or state regulatory requirements.

(d) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Seller and, assuming the due execution hereof and performance hereunder by Buyer and receipt of the Permits listed on Exhibit B and any Related Transmission Approvals, constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(e) No Proceedings. Except to the extent associated with the Permits listed on Exhibit B and any Related Transmission Approvals, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Seller or any of its properties (including, without limitation, this Agreement) which (i) relate in any manner to this Agreement or any transaction contemplated hereby or (ii) Seller reasonably expects to lead to a material adverse effect on (A) the validity or enforceability of this Agreement or (B) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. Subject to the receipt of the Permits listed on Exhibit B on or prior to the date such Permits are required under applicable Law and subject to the receipt of the Related Transmission Approvals on or prior to the date such Related Transmission Approvals are required under Applicable Law, the execution, delivery and performance by Seller of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable. As of the Effective Date, Seller expects to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits have not previously been received.

(g) RPS Class I Renewable Generation Unit. The Facility shall be eligible to become qualified as a RPS Class I Renewable Generation Unit, and on the Commercial Operation Date, the Facility shall be a RPS Class I Renewable Generation Unit, qualified by the DOER as eligible to participate in the RPS program, under 225 CMR 14.00.

(h) Title to Products. Seller has and shall have good and marketable title to all Products sold and Delivered to Buyer under this Agreement, free and clear of all liens, charges and encumbrances. Except as permitted in this Agreement, Seller has not sold and shall not sell any such Products to any other Person, and no Person other than Seller can claim an interest in any Product to be sold to Buyer under this Agreement.

(i) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Seller and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(j) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Seller, or, to Seller's knowledge, threatened against it.

(k) No Misrepresentations. The reports and other submittals by Seller to Buyer under this Agreement are not false or misleading in any material respect.

(l) No Default. As of the Effective Date, no Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Seller of its obligations under this Agreement.

(m) Site Control. As of the Effective Date, (A) other than with respect to the State Forest Easement and the easements related to transmission collection lines for the Facility, Seller either (i) has acquired all real property rights to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility, to construct the Network Upgrades (to the extent it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement or (ii) has an irrevocable option to acquire such real property rights and the only condition upon Seller's exercise of such option to acquire such real property rights is the payment of an amount that represents the fair market value of such real property rights, and (B) the terms of the authorizing legislation for the State Forest Easement are acceptable to Seller (including without limitation the price to be paid for the State Forest Easement) and Seller is not aware of any impediment to obtaining the State Forest Easement on commercially reasonable terms.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Section are made as of the Effective Date and, unless any such representation or warranty is made as of the Effective Date or another specific date, are deemed made continually throughout the Term, subject to the removal of the references to the Regulatory Approval and Permits as and when the Regulatory Approval and Permits are obtained. If at any time during the Term, a Party obtains actual knowledge of any event or information which causes any of the representations and warranties in this Article 7 to be untrue or misleading, such Party shall provide the other Party with prompt written notice of the event or information, the representations and warranties affected, and the corrective action such Party shall take. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

7.4 Forward Capacity Market Participation. Seller must take (i) all necessary and appropriate actions to qualify and participate; and (ii) commercially reasonable actions to be selected and compensated in every auction applicable to the Services Term, in any capacity market, including the Forward Capacity Market and any successor capacity market. Subject to Good Utility Practice and the manufacturer's guidelines for all material components of the Facility, Seller shall operate the Facility in a manner to maximize the Capacity Supply Obligation of the Facility. Seller shall use best efforts to make Network Upgrades such that the maximum output of the Facility shall be qualified to participate in the FCM. Seller shall provide documentation to the Buyer demonstrating the satisfaction of the foregoing obligations. Notwithstanding the foregoing, Seller shall have no obligation under this Section 7.4 unless and until Seller can participate in the FCM as provided in the ISO-NE Rules, as revised from time to time at materially no more cost or risk than would be incurred by a wind generating facility of comparable size within the ISO-NE control area under the ISO-NE Rules at that time. Notwithstanding the foregoing, nothing in this Agreement shall entitle Buyer to any capacity revenues related to the Facility.

8. REGULATORY APPROVAL

8.1 Receipt of Regulatory Approval. The obligations of the Parties to perform this Agreement, other than the Parties' obligations under Section 6.2, Section 8.2, and Section 12, are conditioned upon and shall not become effective or binding until the earlier of: (a) the receipt of the Regulatory Approval and the receipt of final approval of the Other Agreements from the

other Regulatory Agencies, or (b) both (i) the receipt of the Regulatory Approval from the MDPU, and (ii) Seller's delivery of written notice to Buyer that Seller elects to make this Agreement immediately effective and binding, which such notice may be delivered to Buyer at any time between the receipt of the Regulatory Approval from the MDPU and fifteen (15) days after the other Regulatory Agencies issue final decisions with respect to the Other Agreements. Buyer shall (A) file for the Regulatory Approval within one hundred eighty (180) days of the Effective Date and (B) notify Seller within five (5) Business Days after receipt of the Regulatory Approval or receipt of any other order of the MDPU regarding this Agreement. This Agreement may be terminated by either Buyer or Seller in the event that (1) Regulatory Approval is not received from the MDPU within two hundred seventy (270) days after filing for the Regulatory Approval, or (2) either (y) the final approval of the Other Agreements from the other Regulatory Agencies has not been received or (z) Seller has not given notice to Buyer that it elects to make this Agreement effective and binding, in the case of either subclause (y) or (z), within two hundred seventy (270) days after filing for the Regulatory Approval. Any such termination of this Agreement by either Buyer or Seller shall be without further liability to either Party, subject to the return of Credit Support as provided in Section 6.3.

8.2 Related Transmission Approvals. The obligation of the Parties to perform this Agreement is further conditioned upon the receipt of any Related Transmission Approvals on or prior to the date such Related Transmission Approvals are required under Applicable Law.

9. BREACHES; REMEDIES

9.1 Events of Default by Either Party. It shall constitute an event of default (**"Event of Default"**) by either Party hereunder if:

(a) Representation or Warranty. Any breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement occurs and, with respect to the period after the Effective Date, such breach would materially and adversely affect the ability of such Party to perform its obligations under this Agreement, where such breach is not fully cured and corrected within thirty (30) days after the Non-Defaulting Party has provided written notice to the Defaulting Party; or

(b) Payment Obligations. Any undisputed payment due and payable hereunder is not made on the date due, and such failure continues for more than ten (10) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than:

(i) a failure to Deliver Scheduled Energy and RECs as specified in Section 9.2(h),

(ii) a Delivery Failure (the sole remedy for which shall be the payment of Cover Damages as set forth in Section 4.3 except to the extent such Failure constitutes an Event of Default pursuant to Section 9.2(h)),

(iii) failure of the Facility to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date,

(iv) a failure to maintain the RPS eligibility requirements as a result of a change in Law (the remedies for which are set forth in Section 4.7(b)),

(v) a Rejected Purchase (the sole remedy for which shall be the payment of Resale Damages as set forth in Section 4.4), or

(vi) an Event of Default described in Section 9.1(a), 9.1(b), 9.1(d), 9.1(e) or 9.2,

such Party fails to perform, observe or otherwise to comply with any obligation hereunder and such failure continues for more than thirty (30) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; provided, however, that such period shall be extended for an additional period of up to sixty (60) days if the Defaulting Party is unable to cure within the initial thirty (30) day period so long as corrective action has been taken by the Defaulting Party within such initial 30-day period and such cure is diligently pursued by the Defaulting Party until such Default had been corrected, but in any event shall be cured within ninety (90) days of the notice from the Non-Defaulting Party; or

(d) Bankruptcy. Such Party (i) is adjudged bankrupt or files a petition in voluntary bankruptcy under any provision of any bankruptcy law or consents to the filing of any bankruptcy or reorganization petition against such Party under any such law, or (without limiting the generality of the foregoing) files a petition to reorganize pursuant to 11 U.S.C. § 101 or any similar statute applicable to such Party, as now or hereinafter in effect, (ii) makes an assignment for the benefit of creditors, or admits in writing an inability to pay its debts generally as they become due, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Party, or (iii) is subject to an order of a court of competent jurisdiction appointing a receiver or liquidator or custodian or trustee of such Party or of a major part of such Party's property, which is not dismissed within sixty (60) days; or

(e) Permit Compliance. Such Party fails to obtain and maintain or cause to be obtained and maintained in full force and effect any Permit (other than the Regulatory Approval) necessary for such Party to perform its obligations under this Agreement, and such failure is not cured within thirty (30) days after Seller has obtained actual knowledge of such failure. Upon Seller obtaining actual knowledge of such failure to obtain or maintain any Permit, Seller shall provide prompt written notice to Buyer regarding such failure and Seller's intent to cure.

9.2 Events of Default by Seller. In addition to the Events of Default described in Section 9.1, each of the following shall constitute an Event of Default by Seller hereunder if:

(a) Taking of Facility Assets. Any asset of Seller that is material to the construction, operation or maintenance of the Facility or the performance by Seller of its obligations hereunder is taken upon execution or by other process of law directed against Seller, other than by condemnation or eminent domain, or any such asset is taken upon or subject to any

attachment by any creditor of or claimant against Seller and such attachment is not disposed of within sixty (60) days after such attachment is levied; or

(b) Failure to Maintain Credit Support. The failure of Seller to provide, maintain and/or replenish the Development Period Security or the Operating Period Security as required pursuant to Article 6 of this Agreement, and such failure continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller; or

(c) Energy Output. The failure of the Facility to produce Metered Output or to Deliver Scheduled Energy for twelve (12) consecutive months during the Services Term for any reason other than Force Majeure; or

(d) Failure to Satisfy ISO-NE or NYISO Obligations. The failure of Seller to satisfy, or cause to be satisfied (other than by Buyer), any material obligation under the ISO-NE Rules or ISO-NE Practices or the NYISO Rules applicable to the Facility, or any other material obligation with respect to ISO-NE or NYISO, after giving effect to any applicable cure period thereunder, and such failure has a material adverse effect on the Facility or Seller's ability to perform its obligations under this Agreement and such failure is not cured within the later of (i) five (5) days of the occurrence of such failure by Seller and (ii) the lapse of any applicable cure period under the ISO-NE Rules, ISO-NE Practices or NYISO Rules, as applicable; or

(e) Failure to Meet Critical Milestones. The failure of Seller to satisfy any Critical Milestone by the date set forth therefor in Section 3.1(a), as the same may be extended in accordance with Section 3.1(c) and/or Section 2.2(d), as applicable; or

(f) Abandonment. On or after the Commercial Operation Date, the permanent relinquishment by Seller of all of its possession and control of the Facility, other than a transfer permitted under this Agreement; or

(g) Assignment. The assignment of this Agreement by Seller, or Seller's sale or transfer of its interest (or any part thereof) in the Facility, except as permitted in accordance with Article 14; or

(h) Recurring Failure to Deliver Energy and RECs. Seller has Delivered no Scheduled Energy or RECs for ten (10) or more consecutive days, except to the extent such failure is due solely to Force Majeure or the unavailability of the transmission interface between the ISO-NE and NYISO control areas, without regard to the cost Seller would incur to Deliver Scheduled Energy; or

(i) Failure to Provide Status Reports. A failure to provide timely, accurate and complete status reports in accordance with this Agreement, and such failure continues for more than thirty (30) days after notice thereof is given by the Buyer; or

(j) Failure to Maintain RPS Eligibility. A failure to maintain RPS eligibility requirements set forth in Section 4.7(b) for any reason other than a change in Law.

9.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence and during the continuance of an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to (i) withhold any payments due the Defaulting Party under this Agreement, (ii) suspend its performance hereunder, and (iii) exercise such other remedies as provided for in this Agreement including, without limitation, the termination right set forth in Section 9.3(b), and, to the extent not inconsistent with the terms of this Agreement, such remedies available at law and in equity. In addition to the foregoing, except for breaches for which an express remedy or measure of damages is provided herein, the Non-Defaulting Party shall retain its right of specific performance to enforce the Defaulting Party's obligations under this Agreement.

(b) Termination and Termination Payment. Upon the occurrence of an Event of Default, a Non-Defaulting Party may terminate this Agreement at its sole discretion by providing written notice of such termination to the Defaulting Party. If the Non-Defaulting Party terminates this Agreement, it shall be entitled to calculate and receive as its sole remedy for such Event of Default a **"Termination Payment"** as follows:

(i) *Termination by Buyer Prior to Commercial Operation Date*. If Buyer terminates this Agreement because of an Event of Default by Seller occurring prior to the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the sum of (x) all Delay Damages due and owing by Seller through the date of such termination plus (y) the full amount of any Development Period Security provided to Buyer by Seller (including the amount of any Development Period Security required to be replenished hereunder).

(ii) *Termination by Seller Prior to Commercial Operation Date*. If Seller terminates this Agreement because of an Event of Default by Buyer prior to the Commercial Operation Date, Seller shall only receive a Termination Payment if the Commercial Operation Date either occurs on or before the Guaranteed Commercial Operation Date or would have occurred by such date but for the Event of Default by Buyer giving rise to the termination of this Agreement. In such case, (x) if Seller terminates this Agreement because of an Event of Default by Buyer prior to the Financial Closing Date, the Termination Payment due to Seller shall be equal to the lesser of: (i) Buyer's Percentage Entitlement of Seller's out-of-pocket expenses reasonably incurred in connection with the development and construction of the Facility prior to such termination and for which Seller has provided adequate documentation to enable Buyer to verify the expense claimed, or (ii) the Termination Payment due to Seller as calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller; and (y) if Seller terminates this Agreement because of an Event of Default by Buyer on or after the Financial Closing Date, the Termination Payment due to

Seller shall be calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller. For purposes of this Section 9.3(b)(ii), Seller's "out-of-pocket" expenses shall include all payments reasonably and actually made by Seller as of the termination date, including any down payments made to any third party equipment provider or the Interconnecting Utility, as well as all re-stocking fees, termination or cancellation payments, breakage costs or similar payments under any agreements between Seller and any third party.

(iii) *Termination by Buyer On or After Commercial Operation Date.* If Buyer terminates this Agreement because of an Event of Default by Seller occurring on or after the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the greater of: (i) the security provided in accordance with Article 6, or (ii) the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of default, plus 300 basis points, for each month remaining in the Services Term, of (i) the amount, if, any, by which the forward market price of Energy and Renewable Energy Credits, as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Buyer, for Replacement Energy and Replacement RECs, exceeds the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, multiplied by (ii) Buyer's Percentage Entitlement of the projected Scheduled Energy as determined by a recognized third party expert selected by Buyer, using a probability of exceedance basis of 50% and assuming no more than the Minimum Required Deliveries are Delivered; plus, (y) any costs incurred by Buyer as a result of the Event of Default and termination of the Agreement. All such amounts shall be determined by Buyer in good faith and in a commercially reasonable manner, and Buyer shall provide Seller with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iii).

(iv) *Termination by Seller On or After Commercial Operation Date.* If Seller terminates this Agreement because of an Event of Default by Buyer occurring on or after the Commercial Operation Date, the Termination Payment due to Seller shall be equal to the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of default, plus 300 basis

points, for each month remaining in the Services Term, of (i) the amount, if, any, by which the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, exceeds the forward market price of Energy and Renewable Energy Credits as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Seller, for Replacement Energy and Replacement RECs, multiplied by (ii) Buyer's Percentage Entitlement of the projected Scheduled Energy as determined by a recognized third party expert selected by Seller using a probability of exceedance basis of fifty percent (50%) and assuming no more than the Minimum Required Deliveries are Delivered; plus, (y) any costs incurred by Seller as a result of the Event of Default and termination of the Agreement. All such amounts shall be determined by Seller in good faith and in a commercially reasonable manner, and Seller shall provide Buyer with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iv).

(v) *Acceptability of Liquidated Damages.* Each Party agrees and acknowledges that (i) the damages that the Parties would incur due to an Event of Default would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Termination Payment as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(vi) *Payment of Termination Payment.* The Defaulting Party shall make the Termination Payment within ten (10) Business Days after such notice is effective, regardless whether the Termination Payment calculation is disputed. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall within ten (10) Business Days of receipt of the calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. If the Parties are unable to resolve the dispute within thirty (30) days, Article 11 shall apply.

(c) Set-off. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to withhold and set off any amounts owed by the Non-Defaulting Party to the Defaulting Party against any payments and any other amounts owed by the Defaulting Party to the Non-Defaulting Party, including any Termination Payment payable as a result of any early termination of this Agreement.

(d) Notice to Lenders. Seller shall provide Buyer with a notice identifying a single Lender (if any) to whom default notices are to be issued. Buyer shall provide a copy of the notice of any default of Seller under this Article 9 to that Lender, and Buyer shall afford such

Lender the same opportunities to cure Events of Default under this Agreement as are provided to Seller hereunder.

(e) Limitation of Remedies, Liability and Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

10. FORCE MAJEURE

10.1 Force Majeure.

(a) The term **"Force Majeure"** means an unusual, unexpected and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that directly prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (v) any full or partial curtailment in the electric output of the Facility that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or design, manufacturing or other flaws in the equipment comprising the Facility or flaws in the installation of that equipment, unless such curtailment is caused by an Act of God such as a flood, hurricane or tornado, or by sabotage, terrorism or war, (w) any occurrence or event that solely increases the costs or causes an economic hardship to a Party, (x) any occurrence or event that was caused by or contributed to by the Party claiming the Force Majeure, (y) Seller's ability to sell the Products at a price greater than that set out in this Agreement, or (z) Buyer's ability to procure the Products at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely obtain

and maintain all necessary Permits (excepting the Regulatory Approval until final and non-appealable) or qualifications, any delay or failure in satisfying the Critical Milestone obligations specified in Section 3.1(a)(i) (Site Control), Section 3.1(a)(ii) (Permits) or Section 3.1(a)(iv) (Financing), a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure or be the basis for a claim of Force Majeure. Neither Party may raise a claim of Force Majeure due to the failure of a third party to perform its obligations unless such failure itself would constitute Force Majeure under this Agreement. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider or another failure or inability to obtain transmission service unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Metered Output to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined herein has occurred.

(b) Subject to Section 3.1(d), if either Party is unable, wholly or in part, by Force Majeure to perform obligations under this Agreement, such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be promptly corrected to the extent it may be corrected through the exercise of due diligence. Neither party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure.

(c) Notwithstanding the foregoing if, after the Commercial Operation Date, any Force Majeure prevents full or partial performance under this Agreement for a period of twelve (12) months or more, the Party whose performance is not prevented by Force Majeure shall have the right to terminate this Agreement upon written notice to the other Party and without further recourse. If any Force Majeure prevents full or partial performance under this Agreement before the Commercial Operation Date, Section 3.1(d) will apply to such Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its stated Term.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a **"Dispute"**), in addition to any other remedies provided hereunder, the Parties shall attempt to resolve such Dispute through consultations between the Parties. If the Dispute has not been resolved within fifteen (15) Business Days after such consultations between the Parties, then either Party may seek to resolve

such Dispute in the courts of Massachusetts in accordance with Section 11.3; provided, however, if the Dispute is subject to FERC's jurisdiction over wholesale power contracts, then either Party may elect to proceed with the mediation through FERC's Dispute Resolution Service; provided, however, that if one Party fails to participate in the negotiations as provided in this Section 11.1, the other Party can initiate mediation prior to the expiration of the thirty (30) Business Days. Unless otherwise agreed, the Parties will select a mediator from the FERC panel. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes. To the fullest extent permitted by law, any mediation proceeding and any settlement shall be maintained in confidence by the Parties.

11.2 Allocation of Dispute Costs. The fees and expenses associated with mediation shall be divided equally between the Parties, and each Party shall be responsible for its own legal fees, including but not limited to attorney fees, associated with any Dispute. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in FERC's rules for mediation.

11.3 Consent to Jurisdiction. Subject to Section 11.1, the Parties agree to the exclusive jurisdiction of the state and federal courts located in Massachusetts for any legal proceedings that may be brought by a Party arising out of or in connection with any Dispute.

11.4 Waiver of Jury Trial and Inconvenient Forum Claim. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT. BOTH PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE AS SET FORTH IN THIS ARTICLE 11 AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

12. CONFIDENTIALITY

12.1 Nondisclosure. Buyer and Seller each agrees not to disclose to any Person and to keep confidential, and to cause and instruct its Affiliates, officers, directors, employees, partners and representatives not to disclose to any Person and to keep confidential, any non-public information relating to the terms and provisions of this Agreement, any financial statements delivered pursuant to Section 16.2, any information relating to the Products to be supplied by Seller hereunder, and such other non-public information that is designated as "Confidential." Notwithstanding the foregoing, any such information may be disclosed:

(a) to the extent Buyer determines it is appropriate in connection with efforts to obtain or maintain the Regulatory Approval or to seek rate recovery for amounts expended by Buyer under this Agreement;

(b) as required by applicable laws, regulations, filing requirements, rules or orders or by any subpoena or similar legal process of any Governmental Entity so long as the disclosing Party gives the non-disclosing Party written notice at least three (3) Business Days prior to such disclosure, if practicable;

(c) to the Affiliates of either Party and to the consultants, attorneys, auditors, financial advisors, lenders or potential lenders, investors or potential investors and their respective advisors of either Party or their Affiliates, but solely to the extent they have a need to know that information;

(d) in order to comply with any rule or regulation of any Transmission Provider stock exchange or similar Person or for financial disclosure purposes;

(e) to the extent the non-disclosing Party shall have consented in writing prior to any such disclosure;

(f) to the extent that the information was previously made publicly available other than as a result of a breach of this Section 12.1;

(g) by Seller to NYDPS in connection with obtaining the Article 10 Permit, including, without limitation, the terms and conditions of this Agreement;

provided, however, in each case, that the Party seeking such disclosure shall, to the extent practicable, use commercially reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this Section 12.1.

12.2 Public Statements. No public statement, press release or other voluntary publication regarding this Agreement or the transactions to be made hereunder shall be made or issued without the prior consent of the other Party.

13. INDEMNIFICATION

13.1 Indemnification Obligations. Seller shall indemnify, defend and hold Buyer and its partners, shareholders, directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever in connection with or arising from Seller's negligence, gross negligence, or willful misconduct, or Seller's failure to perform or satisfy any obligation or liability under this Agreement.

13.2 Failure to Defend. If Seller fails to assume the defense of a claim meriting indemnification, Buyer may at the expense of Seller contest, settle or pay such claim.

14. ASSIGNMENT AND CHANGE OF CONTROL

14.1 Prohibition on Assignments. Except as permitted under this Article 14, neither this Agreement, nor any portion hereof, may be assigned by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. The Party requesting the other Party's consent to an assignment of this Agreement will reimburse such other Party for all out-of-pocket costs and expenses such other Party incurs in connection with that consent, without regard to whether such consent is provided. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or

other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement (and shall not impair any Credit Support given by Seller hereunder) unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations thereunder.

14.2 Permitted Assignment by Seller. Seller may, without Buyer's prior written consent, pledge, encumber or assign the Facility, this Agreement or the accounts, revenues or proceeds under this Agreement to any Lender as security for financing in respect of the Facility. Notwithstanding the foregoing, in connection with any such a pledge, encumbrance or assignment, Buyer shall execute consents to assignment and estoppels that are in form and substance reasonably satisfactory to Buyer and such Lender that incorporates terms and conditions customary for a transaction of this type; provided, however, that Buyer shall not be obligated to enter into any consent which modifies the terms and conditions of this Agreement. Buyer shall not unreasonably withhold, condition or delay providing its consent to an assignment to a Lender. Seller may assign this Agreement to any Affiliate of Seller, upon Buyer's consent, which shall not be unreasonably withheld, conditioned or delayed. Seller will reimburse Buyer for all out-of-pocket costs and expenses incurred by Buyer in connection with such consent, without regard to whether such consent is provided.

14.3 Change in Control over Seller. Buyer's consent shall be required for any direct change in Control of Seller, which consent shall not be unreasonably withheld, conditioned or delayed and shall be provided if Buyer reasonably determines that such change in Control does not have a material adverse effect on Seller's creditworthiness or Seller's ability to perform its obligations under this Agreement. A change in Control in EverPower Wind Holdings, Inc. shall not require the consent of Buyer; provided that Seller provides written notice of such change to Buyer within thirty (30) days after such change.

14.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with any merger or consolidation of the Buyer with or into another Person or any exchange of all of the common stock or other equity interests of Buyer or Buyer's parent for cash, securities or other property or any acquisition, reorganization, or other similar corporate transaction involving all or substantially all of the common stock or other equity interests in, or assets of, Buyer, or (b) to any substitute purchaser of the Products, so long as in the case of either clause (a) or clause (b) of this Section 14.4, either (1) the proposed assignee's credit rating is at least either BBB- from S&P or Baa3 from Moody's or (2) the proposed assignee's credit rating at the time of the proposed assignment is equal to or better than that of Buyer on the Effective Date, or (3) (i) such assignment, or in the case of clause (a) above the transaction associated with such assignment, has been required by legislative action or has been approved by the MDPU and any other appropriate Government Entity, as applicable, as part of a larger transaction of Buyer, and (ii) if such assignment is not to an Affiliate of Buyer, or in the case of clause (a) above the counterparty to the transaction is not an Affiliate of Buyer, such assignee or counterparty shall have provided Seller with Credit Support in the amount of $503,496.

14.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 14 shall be null and void.

15. TITLE; RISK OF LOSS

Title to and risk of loss related to Buyer's Percentage Entitlement of the Energy shall transfer from Seller to Buyer at the Delivery Point. Title and risk of loss related to Buyer's Percentage Entitlement of the RECs shall transfer to Buyer when the same are credited to Buyer's GIS account(s) or the GIS account(s) designated by Buyer to Seller in writing. Seller warrants that it shall deliver to Buyer the Products free and clear of all liens and claims therein or thereto by any Person.

16. AUDIT

16.1 Audit. Each Party shall have the right, upon reasonable advance notice, and at its sole expense (unless the other Party has defaulted under this Agreement, in which case the Defaulting Party shall bear the expense) and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement (including the determination of any Cover Damages or Resale Damages). If requested, a Party shall provide to the other Party additional information documenting the quantities of Products delivered or provided hereunder. If any such examination reveals any overcharge, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall include interest at the Late Payment Rate from the date the overpayment was made until credited or paid.

16.2 Access to Financial Information. Seller shall provide to Buyer within fifteen (15) days of receipt of Buyer's written request financial information and statements applicable to Seller as well as access to financial personnel, so that Buyer may address any inquiries relating to Seller's financial resources.

17. NOTICES

Any notice or communication given pursuant hereto shall be in writing and (1) delivered personally (personally delivered notices shall be deemed given upon written acknowledgment of receipt after delivery to the address specified or upon refusal of receipt); or (2) mailed by registered or certified mail, postage prepaid (mailed notices shall be deemed given on the actual date of delivery, as set forth in the return receipt, or upon refusal of receipt); or (3) delivered by fax or electronic mail (notices sent by fax or electronic mail shall be deemed given upon confirmation of delivery); or (4) by reputable overnight courier; in each case addressed as follows or to such other addresses as may hereafter be designated by either Party to the other in writing:

If to Buyer: Attn: Renewable Contract Manager, Environmental Transactions
National Grid
100 East Old Country Road, Second Floor
Hicksville, NY 11801-4218
Email: RenewableContracts@nationalgrid.com
With a copy to: ElectricSupply@nationalgrid.com

With a copy to: Legal Department
Attn: Brooke E. Skulley, Esq.
Assistant General Counsel
National Grid
40 Sylvan Road
Waltham, MA 02451-1120
Email: Brooke.Skulley@nationalgrid.com

If to Seller: Chief Commercial Officer
EverPower Wind Holdings, Inc.
1251 Waterfront Place, 3rd Floor
Pittsburgh, PA 15222
(412) 253-9400
(412) 578-9757 (fax)
E-mail: all-commercial@everpower.com

18. WAIVER AND MODIFICATION

This Agreement may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties, and no subsequent conduct of any Party or course of dealings between the Parties shall effect or be deemed to effect any such amendment or waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of or acquiescence in or to such provision. Buyer shall determine in its sole discretion whether any amendment or waiver of the provisions of this Agreement shall require Regulatory Approval or MDPU filing and/or approval. If Buyer determines that any such approval or filing is required, then such amendment or waiver shall not become effective unless and until Regulatory Approval or such other approval is received, or such MDPU filing is made and any requested MDPU approval is received.

19. INTERPRETATION

19.1 Choice of Law. Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the Commonwealth of Massachusetts (without regard to its principles of conflicts of law).

19.2 Headings. Article and Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections and exhibits are, unless the context otherwise requires, references to articles, sections and exhibits of this Agreement. The words “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

19.3 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code.

19.4 Standard of Review. The Parties acknowledge and agree that the standard of review for any avoidance, breach, rejection, termination or other cessation of performance of or changes to any portion of this integrated, non-severable Agreement (as described in Section 22) over which FERC has jurisdiction, whether proposed by Seller, by Buyer, by a non-party of, by FERC acting *sua sponte* shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Serv. Co., 350 U.S. 332 (1956) and Federal Power Comm'n v. Sierra Pac. Power Co., 350 U.S. 348 (1956), and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Public Utility Commission, 558 U.S. 527 (2010). The Parties, for themselves and their successors and assigns, expressly and irrevocably waive any rights they can or may have to the application of any other standard of review. Each Party agrees that if it seeks to amend any applicable power sales tariff during the Term, such amendment shall not in any way materially and adversely affect this Agreement without the prior written consent of the other Party. Each Party further agrees that it shall not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.

19.5 Change in ISO-NE Rules and Practices. This Agreement is subject to the ISO-NE Rules and ISO-NE Practices. If, during the Term of this Agreement, any ISO-NE Rule or ISO-NE Practice is terminated, modified or amended or is otherwise no longer applicable, resulting in a material alteration of a material right or obligation of a Party hereunder, the Parties agree to negotiate in good faith in an attempt to amend or clarify this Agreement to embody the Parties' original intent regarding their respective rights and obligations under this Agreement, provided that neither Party shall have any obligation to agree to any particular amendment or clarification of this Agreement. The intent of the Parties is that any such amendment or clarification reflect, as closely as possible, the intent, substance and effect of the ISO-NE Rule or ISO-NE Practice being replaced, modified, amended or made inapplicable as such ISO-NE Rule or ISO-NE Practice was in effect prior to such termination, modification, amendment, or inapplicability, provided that such amendment or clarification shall not in any event alter (i) the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the amount of any net payment to be made hereunder, including Seller's indemnification obligations or either Party's obligations to pay any costs or expenses of the other Party.

19.6 Dodd Frank Act Representations. The Parties agree that this Agreement (including all transactions reflected herein) is not a "swap" within the meaning of the Commodity Exchange Act ("CEA") and the rules, interpretations and other guidance of the Commodity Futures Trading Commission ("CFTC rules"), and that the primary intent of this Agreement is physical settlement (i.e., actual transfer of ownership) of the nonfinancial commodity and not solely to transfer price risk. In reliance upon such agreement, each Party represents to the other that:

(a) With respect to the commodity to be purchased and sold hereunder, it is a commercial market participant, a commercial entity and a commercial party, as such terms are used in the CFTC rules, and it is a producer, processor, or commercial user of, or a merchant handling, the commodity and it is entering into this Agreement for purposes related to its business as such;

(b) It is not registered or required to be registered under the CFTC rules as a swap dealer or a major swap participant;

(c) It has entered into this Agreement in connection with the conduct of its regular business and it has the capacity or ability to regularly make or take delivery of the commodity to be purchased and sold hereunder;

(d) With respect to the commodity to be purchased and sold hereunder, it intends to make or take physical delivery of the commodity;

(e) At the time that the Parties enter into this Agreement, any embedded volumetric optionality in this Agreement is primarily intended by the holder of such option or optionality to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the commodity to be purchased and sold hereunder;

(f) With respect to any embedded commodity option in this Agreement, such option is intended to be physically settled so that, if exercised, the option would result in the sale of the commodity to be purchased or sold hereunder for immediate or deferred shipment or delivery;

(g) The commodity to be purchased and sold hereunder is a nonfinancial commodity, and is also an exempt commodity or an agricultural commodity, as such terms are defined and interpreted in the CFTC rules. To the extent that reporting of any transactions related to this Agreement is required by the CFTC rules, the Parties agree that Seller shall be responsible for such reporting (the "Reporting Party"). The Reporting Party's reporting obligations shall continue until the reporting obligation has expired or has been terminated in accordance with CFTC rules. The Buyer, as the Party that is not undertaking the reporting obligations shall timely provide the Reporting Party all necessary information requested by the Reporting Party for it to comply with CFTC rules.

19.7 Change in Law or Buyer's Accounting Treatment, Subsequent Judicial or Regulatory Action.

(a) If, during the Term of this Agreement, there is a change in Law or accounting standards or rules or a change in the interpretation or applicability thereof that would result in adverse balance sheet or creditworthiness impacts on Buyer associated with this Agreement or the amounts paid for Products purchased hereunder, the Buyer shall prepare an amendment to this Agreement to avoid or mitigate such impacts. Buyer shall prepare such amendment in a manner that is designed to be limited to changes required to avoid or mitigate the adverse balance sheet or creditworthiness impact. Buyer shall use commercially reasonable efforts to prepare such amendment in a manner that mitigates any material adverse effect(s) on Seller (as identified by Seller, acting reasonably) that could reasonably be expected to result from such amendment, but only to the extent that such mitigation can be accomplished in a manner that is consistent with the purpose of such amendment. Seller agrees to execute such amendment provided that such amendment does not (unless the Seller otherwise agrees) alter: (i) alter the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the

amount of any net payment to be made hereunder, including Seller's indemnification obligations or either Party's obligations to pay any costs or expenses of the other Party.

(b) Upon a determination by a court or regulatory body having jurisdiction (i) over this Agreement or any of the Parties hereto, or (ii) over the establishment and enforcement of any of the statutes or regulations or orders or actions of regulatory agencies (including the MDPU) supporting this Agreement or the rights or (iii) over the rights or obligations of the Parties hereunder that any of the statutes or regulations supporting this Agreement or the rights or obligations of the Parties hereunder, or orders of or actions of regulatory agencies (including the MDPU) implementing such statutes or regulations, or this Agreement on its face or as applied, in the reasonable determination by a Party, violates any Law (including the State or Federal Constitution) (an "**Adverse Determination**"), each Party shall have the right to suspend performance under this Agreement without liability. Seller may deliver and sell Products to a third party during any period of time for which Buyer suspends payments or purchases under this Section. Upon an Adverse Determination becoming final and non-appealable, Buyer shall make a good faith determination regarding whether the Adverse Determination does or may adversely affect the enforceability of any provision of this Agreement and/or Buyer's continued ability to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement and to recover remuneration equal to two and three quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement and whether such adverse effect(s) of the Adverse Determination can reasonably be mitigated by amending the Agreement in a manner that allows the Agreement to continue with modification. If, in Buyer's sole reasonable judgment, such adverse effect(s) of the Adverse Determination cannot be reasonably mitigated by amending the Agreement, Buyer shall have the right to terminate the Agreement. If Buyer determines that such effect(s) can be so mitigated, it shall promptly prepare an amendment to this Agreement designed to be limited to changes required to avoid or mitigate such effect(s). Thereafter, Buyer and Seller shall negotiate the terms of such amendment in good faith; provided, however, that neither Buyer nor Seller will be required to agree to any particular amendment. If Seller and Buyer cannot reach agreement on such amendment within sixty (60) days after Buyer delivers to Seller the first draft thereof, then either Party may terminate this Agreement by written notice to the other Party delivered within thirty (30) days after such sixty (60) day period. Upon a termination pursuant to this section, Seller shall: (a) prepare a final invoice to Buyer for Products delivered to Buyer, which Buyer shall pay in the normal course pursuant to Section 5.2(b); and (b) have no further obligations or liabilities to Buyer and Seller shall have the right to sell Energy, RECs and capacity to third parties and Seller and Buyer shall have no further obligations or liabilities to the other Party under this Agreement.

19.8 Joint Preparation. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

20. COUNTERPARTS; FACSIMILE SIGNATURES

Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original. Facsimile signatures hereon or on any notice or other

instrument delivered under this Agreement shall have the same force and effect as original signatures.

21. NO DUTY TO THIRD PARTIES

Except as provided in any consent to assignment of this Agreement, nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a Party to this Agreement.

22. SEVERABILITY

If any term or provision of this Agreement or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this Agreement and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this Agreement for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction. The Parties acknowledge and agree that essential terms and conditions of this Agreement for each Party include, without limitation, all pricing and payment terms and conditions of this Agreement, and that the essential terms and conditions of this Agreement for Buyer also include, without limitation, the terms and conditions of Section 19.7 of this Agreement.

23. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed as creating any relationship between Buyer and Seller other than that of Seller as independent contractor for the sale of Products, and Buyer as principal and purchaser of the same. Neither Party shall be deemed to be the agent of the other Party for any purpose by reason of this Agreement, and no partnership or joint venture or fiduciary relationship between the Parties is intended to be created hereby. Nothing in this Agreement shall be construed as creating any relationship between Buyer and the Interconnecting Utility.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications.

[Signature page follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

MASSACHUSETTS ELECTRIC COMPANY AND NANTUCKET ELECTRIC COMPANY, D/B/A NATIONAL GRID

By: _____
Name: John V. Vaughn
Title: Authorized Signatory

CASSADAGA WIND LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

MASSACHUSETTS ELECTRIC COMPANY AND NANTUCKET ELECTRIC COMPANY, D/B/A NATIONAL GRID

By: _____
Name: John V. Vaughn
Title: Authorized Signatory

CASSADAGA WIND LLC

By: _____
Name:
Title:

James Spencer
President & CEO

REDACTED

EXHIBIT A

DESCRIPTION OF FACILITY

Facility: Cassadaga Wind Project

Technology: Wind

Site Location: Chautauqua County, New York (Latitude 42.284°, Longitude -79.301°)

Nameplate Capacity: 126 MW

Expected Maximum Output: 126 MW per hour

Interconnection Point: National Grid / Niagara Mohawk Moon Road 115 kV switching station

Delivery Point: NY Import-Roseton 345 kV (ISO-NE 4011)

Minimum/Maximum Operating Criteria: Turbine cut-in minimum wind speed and turbine cut-out maximum wind speed to be designated by Seller

Subject to all other provisions of this Agreement, Seller may modify the site layout of, the model of Wind Turbines and any other equipment used in, and any other characteristics of, the Facility from time to time prior to the Commercial Operation Date; provided that such modifications do not result in a change to the Interconnection Point or Delivery Point.

REDACTED

EXHIBIT B

PART 1: PERMITS REQUIRED FOR FACILITY CONSTRUCTION

Agency	Description of Permit/Approval
Federal	
Federal Aviation Administration	Determination of potential hazards to air navigation
U.S. Army Corps of Engineers	Section 404 or Nationwide permit for placement of fill in Federal jurisdictional waters/wetlands of the U.S.
United States Fish and Wildlife Service	Informal consultation pursuant to Section 7 of the Endangered Species Act associated with the U.S. Army Corps of Engineers permit issuance
State	
New York State Board on Electric Generation Siting and the Environment	Certificate of Environmental Compatibility and Public Need pursuant to Article 10
New York State Department of Environmental Conservation	Water Quality Certification, Section 401 of the Clean Water Act; SPDES General Permit for Construction Activity; Article 24 permit for impacts to freshwater wetlands; Article 15 permit for impacts to protected streams
Local	
Town of Arkwright	Host Community Agreement containing provisions for road use and approval of building plans
Town of Charlotte	Host Community Agreement containing provisions for road use and approval of building plans
Town of Cherry Creek	Host Community Agreement containing provisions for road use and approval of building plans
Chautauqua County	Use of County Highway Right-of-Way

PART 2: REAL ESTATE RIGHTS

Owner	Agreement Type	Land Use	Acreage
Allenbrand, Anthony	Wind Energy Lease	Turbine, Transmission	97.6
Bauer Family Limited	Wind Energy Lease	Turbine, Transmission	364.6
Blakely, Pamela	Easement	Transmission	15.6
Boutwell Hill State Forest	Easement	Transmission	2,950.0
Burkholder, John	Wind Energy Lease	Turbine, Transmission	159.9
Carlstrom, Darren	Wind Energy Lease	Turbine, Transmission	203.9
Carlstrom, Heather	Wind Energy Lease	Turbine, Transmission	140.2
Case, James	Wind Energy Lease	Turbine, Transmission	67.5
Charrington Creek Inc	Wind Energy Lease	Turbine, Transmission	363.2
Deering, Kevin	Wind Energy Lease	Turbine, Transmission	28.7
Egleston, Marc	Easement	Transmission	4.0
Emke, Dennis	Wind Energy Lease	Turbine, Transmission	449.1
Frost, Robert & Wendy	Easement	Transmission	5.2
Frost, Wendy	Easement	Transmission	31.7
Gassman, Jennifer	Easement	Transmission	14.6
Genovese, Jason	Easement	Transmission	97.4
Gierlinger, Frank	Wind Energy Lease	Turbine, Transmission	119.3
Graber, Thomas	Wind Energy Lease	Turbine, Transmission	100.5
Hall, Grant	Easement	Transmission	117.0
Hamrick, Cynthia	Easement	Transmission	16.3
Herb, Donald	Wind Energy Lease	Turbine, Transmission	109.6
Higgs, Gary	Wind Energy Lease	Turbine, Transmission	130.6
Hoelzle, Timothy	Wind Energy Lease	Turbine, Transmission	92.0
Isula, Michael	Easement	Transmission	71.4
Johnson, Deborah	Easement	Transmission	17.7
Johnson, Jason	Easement	Transmission	158.7
Johnson, Robert	Easement	Transmission	126.4
Kelly, Patrick	Easement	Transmission	33.2
Mark R. Mansfield, LLC	Easement	Transmission	107.7
McMillan, Allan	Easement	Transmission	27.2
Milliman, Lee	Wind Energy Lease	Turbine, Transmission	139.8
Morley, Donald	Easement	Transmission	45.2
Perez, Paula	Easement	Transmission	14.3
Rettig, Robert	Wind Energy Lease	Turbine, Transmission	233.5
Reynolds, Thomas	Wind Energy Lease	Turbine, Transmission	552.8
Rice-Altemus, Lisa	Easement	Transmission	8.7
Rodgers, Clyde	Wind Energy Lease	Turbine, Transmission	209.8
Rodgers, Robert	Easement	Transmission	3.9
Rowan Trust, Nicholas	Easement	Transmission	83.5
Stec, Charles	Easement	Transmission	23.4
Torgalski, Darryl	Easement	Transmission	48.6
Vanrensselaer, Robert	Easement	Transmission	41.9
Weber, Karl	Wind Energy Lease	Turbine, Transmission	243.9

Williams, Scott	Easement	Transmission	38.3
Yusczyk, John	Easement	Transmission	117.4

Seller shall have the right to obtain additional real property rights to further optimize the site layout of the Facility and to modify the Facility in accordance with the terms of this Agreement.

REDACTED

EXHIBIT C

FORM OF PROGRESS REPORT

For the Quarter Ending:_____

Milestones Achieved:

Milestones Pending:

Status of Progress toward achievement of Milestones during the quarter:

Status of permitting and Permits obtained during the quarter:

Status of Financing for Facility:

Current projection for Financial Closing Date:

Events expected to result in delays in achievement of any Milestones:

Critical Milestones not yet achieved and projected date for achievement:

Current projection for Commercial Operation Date:

REDACTED

EXHIBIT D

PRODUCTS AND PRICING

Price for Buyer's Percentage Entitlement of Products up to the Contract Maximum Amount. The Price for the Buyer's Percentage Entitlement of Delivered Products up to the Contract Maximum Amount in nominal dollars shall be as follow:

(a) Commencing on the Commercial Operation Date, the Price per MWh for the Products shall be equal to Price set forth below.

Year	Price (Peak Hours) ($/MWh)	Price (non-Peak Hours) ($/MWh)
1	[redacted]	[redacted]
2	[redacted]	[redacted]
3	[redacted]	[redacted]
4	[redacted]	[redacted]
5	[redacted]	[redacted]
6	[redacted]	[redacted]
7	[redacted]	[redacted]
8	[redacted]	[redacted]
9	[redacted]	[redacted]
10	[redacted]	[redacted]
11	[redacted]	[redacted]
12	[redacted]	[redacted]
13	[redacted]	[redacted]
14	[redacted]	[redacted]
15	[redacted]	[redacted]
16	[redacted]	[redacted]
17	[redacted]	[redacted]
18	[redacted]	[redacted]
19	[redacted]	[redacted]
20	[redacted]	[redacted]

The Price per MWh for each billing period shall be allocated between Scheduled Energy and RECs as follows:

(i) Scheduled Energy = The $/MWh price of Scheduled Energy for the applicable month shall be equal to the weighted average of the **Real-Time or Day**

Ahead Locational Marginal Price (as applicable consistent with Section 4.2(a))in that month (also on a $/MWh basis) for the Delivery Point.

(ii) RECs = The Price less the Scheduled Energy allocation determined above for the applicable billing period, expressed in $/MWh.

(b) The Adjusted Price for Scheduled Energy shall be equal to the Adjusted Price set forth below.

Year	Adjusted Price (Peak Hours) ($/MWh)	Adjusted Price (non-Peak Hours) ($/MWh)
1	[redacted]	[redacted]
2	[redacted]	[redacted]
3	[redacted]	[redacted]
4	[redacted]	[redacted]
5	[redacted]	[redacted]
6	[redacted]	[redacted]
7	[redacted]	[redacted]
8	[redacted]	[redacted]
9	[redacted]	[redacted]
10	[redacted]	[redacted]
11	[redacted]	[redacted]
12	[redacted]	[redacted]
13	[redacted]	[redacted]
14	[redacted]	[redacted]
15	[redacted]	[redacted]
16	[redacted]	[redacted]
17	[redacted]	[redacted]
18	[redacted]	[redacted]
19	[redacted]	[redacted]
20	[redacted]	[redacted]

If the market price at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable pursuant to Section 4.2(a), for Scheduled Energy Delivered by Seller is negative in any hour, the payment to Seller for deliveries of Scheduled Energy shall be reduced by the difference between the absolute value of the hourly LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, and $0.00 per MWh for that Scheduled Energy for each such hour. Each monthly invoice shall reflect a reduction for all hours in the applicable month in

which the LMP for the Scheduled Energy at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, is less than $0.00 per MWh.

Examples. If delivered Scheduled Energy equals 1 MWh and Price equals $50.00/MWh:

LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, equals (or is greater than) $0.00/MWh

Buyer payment of Price to Seller $50.00

Seller credit/reimbursement for negative LMP to Buyer $0.00

Net Result: Buyer pays Seller $50 for that hour

LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, equals -$150.00/MWh

Buyer payment of Price to Seller $50.00

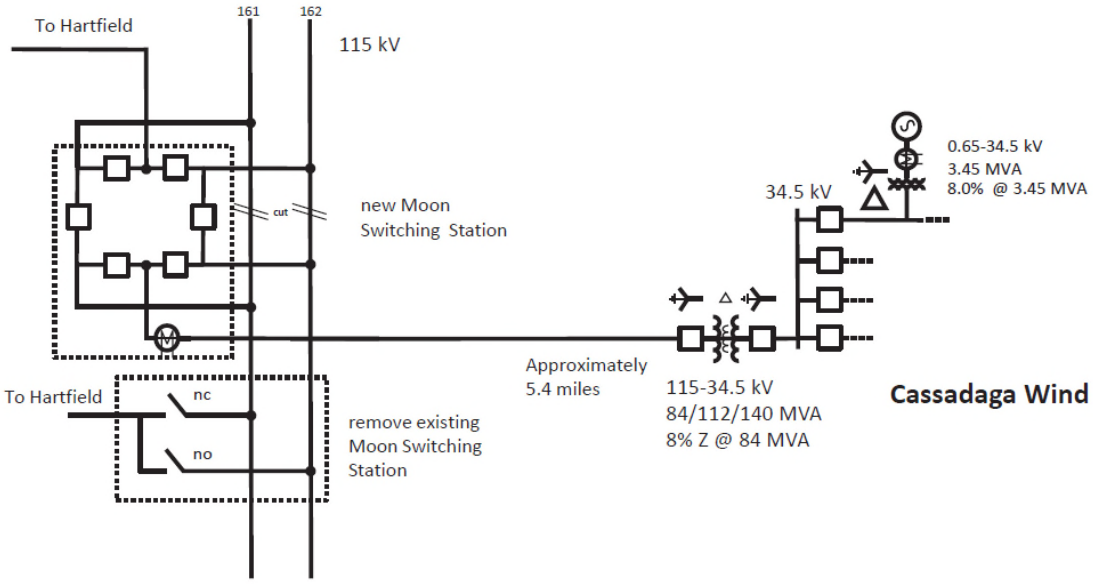
Seller credit/reimbursement for negative LMP to Buyer $150.00

Net Result: Seller credits or reimburses Buyer $100 for that hour

REDACTED

EXHIBIT E

RELATED TRANSMISSION FACILITIES



REDACTED

Exhibit F

EXAMPLE CALCULATIONS

Cover Damages Calculation

Hour	Net Metered Output (MWh)	Delivered Energy (MWh)	Shortfall (MWh)	Shortfall Weighting	Real-Time LMP	LMP Weight
1	77	77	[redacted]	[redacted]	$ 72.00	$ [redacted]
2	64	64	[redacted]	[redacted]	$ 55.00	[redacted]
3	51	40	[redacted]	[redacted]	$ 62.00	[redacted]
4*	57	33	[redacted]	[redacted]	$ (10.00)	$ [redacted]
5	70	45	[redacted]	[redacted]	$ 66.00	[redacted]
6	61	61	[redacted]	[redacted]	$ 110.00	[redacted]
7	52	52	[redacted]	[redacted]	$ 85.00	[redacted]
8	83	75	[redacted]	[redacted]	$ 91.00	[redacted]
9	89	60	[redacted]	[redacted]	$ 55.00	[redacted]
10	65	45	[redacted]	[redacted]	$ 60.00	[redacted]
	(Total Output MWh)	**(Total Delivered Energy MWh)**	**(Total Shortfall MWh)**			
	669	**552**	[redacted]			

*no shortfall MWhs or delivery failure if Delivery Point LMP is negative

Shortfall Weighting = Shortfall MWh in Hour / Total Shortfall MWh
LMP Weight = Shortfall Weighting * Real-Time LMP

Tolerance %	[redacted]	<-- 100% less Minimum Delivery requirement
Tolerance MWh	[redacted]	[redacted]
Shortfall (MWh)	[redacted]	
Delivery Failure (MWh)	[redacted]	<-- Delivery failure applies to MWh shortfall in excess of the tolerance
Energy Replacement Price	[redacted]	<--Sum of LMP weightings
REC Replacement Price	[redacted]	
Total Replacement Price	[redacted]	← Sum of Energy Replacement Price + REC Replacement Price
Contract Price	[redacted]	<-- Contract Price
Difference, if positive	[redacted]	
Cover Damages	[redacted]	

Delay Damages Calculation

Guaranteed COD	12/31/2020	
Actual COD	01/10/2021	
# of Days Delayed	10 Days	
Contract Maximum Amount	126 MW	
Damage Rate (Per MWh/hour)	$100	
Total Payment	$126,000	(=10 Days * 126 MW * $100)

Tab B

REDACTED

RPS CLASS I RENEWABLE GENERATION UNIT

POWER PURCHASE AGREEMENT

BETWEEN

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY
AS BUYER

AND

CASSADAGA WIND LLC
AS SELLER

As of May 25, 2017

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Exhibits

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (as amended from time to time in accordance with the terms hereof, this **"Agreement"**) is entered into as of May 25, 2017 (the **"Effective Date"**), by and between NSTAR Electric Company d/b/a Eversource Energy, a Massachusetts corporation (**"Buyer"**), and Cassadaga Wind LLC, a Delaware limited liability company (**"Seller"**). Buyer and Seller are individually referred to herein as a **"Party"** and are collectively referred to herein as the **"Parties"**.

WHEREAS, Seller is developing the Cassadaga Wind electric generation facility to be located in Chautauqua County, New York, which is more fully described in Exhibit A hereto (the **"Facility"**), from which the Buyer's Percentage Entitlement of the Products (as defined below) is to be delivered to Buyer pursuant to the terms of this Agreement; and

WHEREAS, the Facility is intended to be, and shall qualify as, a RPS Class I Renewable Generation Unit in the state of Massachusetts and is expected to be in commercial operation by December 31, 2020; and

WHEREAS, pursuant to Section 83A of the Massachusetts Green Communities Act as added by chapter 209 of the Acts of 2012, *An Act relative to competitively priced electricity in the Commonwealth*, Buyer is authorized to enter into certain long-term contracts for the purchase of energy or energy and renewable energy certificates from renewable generators meeting the requirements of Mass. Gen. Laws ch. 25a, § 11F; and

WHEREAS, Buyer and Seller desire to enter into this Agreement whereby Buyer shall purchase from Seller certain Scheduled Energy and RECs (each as defined herein) generated by or associated with the Facility;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to terms defined in the recitals hereto, the following terms shall have the meanings set forth below. Any capitalized terms used in this Agreement and not defined herein shall have the same meaning as ascribed to such terms under the ISO-NE Practices and ISO-NE Rules.

"Actual Facility Size" shall mean the actual nameplate capacity of the Facility, as built, and as certified by an Independent Engineer, as provided in Section 3.4(b)(xiii).

"Adverse Determination" shall have the meaning set forth in Section 19.7(b).

"Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person.

"Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

"Alternative Compliance Payment Rate" means the rate per MWh paid by electricity suppliers under applicable Law for failure to supply RECs in accordance with the RPS.

"Article 10 Permit" means any approval to be obtained from NYDPS or any division thereof (including the State of New York Board on Electric Generation Siting and the Environment) in respect of the Facility that is necessary or required pursuant to Article 10 of the New York Public Service Law and the regulations promulgated pursuant thereto.

"Business Day" means a day on which Federal Reserve member banks in New York, New York are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

"Buyer's Percentage Entitlement" shall mean 18.84 percent (18.84%). Buyer's Percentage Entitlement may be adjusted in accordance with Section 3.3(c).

"Buyer's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"Capacity Deficiency" means, at the Commercial Operation Date, the amount (expressed in MW), if any, by which the Actual Facility Size is less than the proposed nameplate capacity of the Facility as set forth in Exhibit A.

"Certificate" shall mean an electronic certificate created pursuant to the GIS Operating Rules or any successor thereto to represent certain Environmental Attributes of each MWh of Energy generated within the ISO-NE control area and the generation attributes of certain Energy imported into the ISO-NE control area.

"Commercial Operation Date" shall mean the date on which the conditions set forth in Section 3.4(b) have been satisfied, as set out in a written notice from Seller to Buyer.

"Contract Maximum Amount" shall mean 23.738 MWh per hour of Energy and a corresponding amount of RECs, as may be adjusted in accordance with Section 3.3(b).

"Contract Year" shall mean the twelve (12) consecutive calendar months starting on the first day of the calendar month following the Commercial Operation Date and each subsequent twelve (12) consecutive calendar month period; provided that the first Contract Year shall include the days in the prior month in which the Commercial Operation Date occurred.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Cover Damages" shall mean, with respect to any Delivery Failure for a Contract Year, an amount equal to (a) the positive net amount, if any, by which the Replacement Price for Energy and/or RECs for that Contract Year exceeds the applicable Price for Energy and/or

RECs that would have been paid pursuant to Section 5.1 hereof, multiplied by the amount (in MWh and/or RECs) by which the Scheduled Energy and/or quantity of Delivered RECs is less than the Minimum Required Deliveries during such Contract Year plus (b) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of such Delivery Failure; provided, however, that so long as Seller pays Cover Damages as provided in this Agreement, the amount included in this clause (b) will not include any penalty for failing to satisfy Buyer's RPS requirements, including any payment made by Buyer at the Alternative Compliance Payment Rate due to such Delivery Failure. Buyer shall provide a statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

"Credit Support" shall mean collateral in the form of (a) cash or (b) a letter of credit issued by a Qualified Bank in a form reasonably acceptable to the Buyer.

"Critical Milestones" shall have the meaning set forth in Section 3.1 hereof.

"Day Ahead Energy Market" shall have the meaning set forth in the ISO-NE Rules.

"Default" shall mean any event or condition which, with the giving of notice or passage of time or both, could become an Event of Default.

"Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has occurred.

"Delay Damages" shall mean the damages assessed pursuant to Section 3.2(a) hereof.

"Deliver" or **"Delivery"** shall mean with respect to (i) Energy, to supply Energy into Buyer's ISO-NE account at the Delivery Point in accordance with the terms of this Agreement and the ISO-NE Rules, and (ii) RECs, to supply RECs in accordance with Section 4.7(e).

"Delivery Shortfall" shall mean the amount (in MWh) for each hour, or shorter settlement interval as required by ISO-NE, by which the Scheduled Energy is less than the Metered Output, and where such shortfall is not excused under Section 4.2(a).

"Delivery Failure" shall have the meaning set forth in Section 4.3 hereof.

"Delivery Point" shall mean the Node within the ISO-NE settlement system that is the proxy bus designated for the New York Interface by ISO-NE as Node ID 4011 - the I.Roseton 345 1 external node, or a proxy bus that serves as a successor proxy bus to Node ID 4011 - the I.Roseton 345 1 external node or such other location as ISO-NE designates from time to time for deliveries of Energy from New York, where Seller shall Deliver the Energy to Buyer within the ISO-NE control area; provided, that if (i) ISO-NE designates multiple locations for such deliveries and (ii) the I.Roseton 345 1 external node is not one of such locations or ISO-NE requires that some or all of the Scheduled Energy be Delivered at a location other than the I.Roseton 345 1 external node, then Seller and Buyer shall

reasonably agree to the location for such deliveries consistent with ISO-NE Rules and ISO-NE Practices.

"Development Period Security" shall have the meaning set forth in Section 6.1(a) hereof.

"Dispute" shall have the meaning set forth in Section 11.1 hereof.

"DOER" shall mean the Massachusetts Department of Energy Resources and its successors.

"Eastern Prevailing Time" shall mean either Eastern Standard Time or Eastern Daylight Savings Time, as in effect from time to time.

"Effective Date" shall have the meaning set forth in the first paragraph hereof.

"Energy" shall mean electric "energy," as such term is defined in the ISO-NE Tariff, generated (or, for the purposes of Scheduled Energy Delivered to Buyer under this Agreement, deemed generated) by the Facility as measured in MWh in Eastern Prevailing Time, less such Facility's station service use, generator lead losses, transformer losses and energy not otherwise delivered to the Interconnection Point, which quantity for purposes of this Agreement will never be less than zero.

"Environmental Attributes" shall mean any and all generation attributes under the RPS, and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future, to Buyer's Percentage Entitlement of the favorable generation or environmental attributes of the Facility or the Products produced by the Facility, up to and including the Contract Maximum Amount, during the Services Term including Buyer's Percentage Entitlement of: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the GIS in connection with Energy generated by the Facility and any renewable energy certificates issued by NYGATS; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of Energy by the Facility; provided, however, that Environmental Attributes shall not include: (i) any production tax credits; (ii) any investment tax credits or other tax credits associated with the construction or ownership of the Facility; (iii) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof; (iv) any tax credit or cash grant introduced after the Effective Date intended to supplement, replace or enhance the tax credits described in the foregoing clauses (i), (ii) or (iii); or (v) any depreciation deductions or other tax benefits permitted under the U. S. Internal Revenue Code, as amended, with respect to the Facility (including any bonus or accelerated depreciation).

"Event of Default" shall have the meaning set forth in Section 9.1 hereof and shall include the events and conditions described in Section 9.1 and Section 9.2 hereof.

"EWG" shall mean an exempt wholesale generator under 15 U.S.C. § 79z-5a, as amended from time to time.

"Facility" shall have the meaning set forth in the Recitals.

"FCM" shall mean the Forward Capacity Market described in the ISO-NE Tariff, which includes a mechanism for procuring capacity in the New England Control Area, or any successor thereto.

"Federal Funds Rate" shall mean the annualized interest rate for the applicable month as set forth in the statistical release designated as H.15, or any successor publication, published by the Board of Governors of the Federal Reserve System.

"FERC" shall mean the United States Federal Energy Regulatory Commission, and shall include its successors.

"Financial Closing Date" shall mean the date of the closing of the initial agreements for any Financing of the Facility and of an initial disbursement of funds under such agreements.

"Financing" shall mean indebtedness, whether secured or unsecured, loans, guarantees, notes, convertible debt, bond issuances adequate for the construction of the Facility

"Force Majeure" shall have the meaning set forth in Section 10.1(a) hereof.

"Generation Unit" shall mean a facility that converts a fuel or an energy resource into electrical energy.

"GIS" shall mean the NEPOOL Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity generated or consumed within New England.

"GIS Operating Rules" are the NEPOOL Generation Information System Operating Rules effective as of the Effective Date, as amended, superseded, or restated from time to time.

"Good Utility Practice" shall mean compliance with all applicable laws, codes, rules and regulations, all ISO-NE Rules and ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the electric industry in New England or New York during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is

intended to include acceptable practices, methods and acts generally accepted in the electric industry in New England or New York.

"Governmental Entity" shall mean any federal, state or local governmental agency, authority, department, instrumentality or regulatory body, and any court or tribunal, with jurisdiction over Seller, Buyer or the Facility.

"Guaranteed Commercial Operation Date" shall have the meaning set forth in Section 3.1(a)(v) hereof.

"Independent Engineer" shall mean a licensed Professional Engineer with expertise in the development of renewable energy projects using the same renewable energy technology as the Facility, reasonably selected by and retained by Seller in order to determine the as-built nameplate capacity of the Facility as provided in Section 3.4(b)(xiii) hereof.

"Interconnecting Utility" shall mean the utility (which may or may not be Buyer or an Affiliate of Buyer) providing interconnection service for the Facility to the Transmission System of that utility, which as of the Effective Date is Niagara Mohawk Power Corporation d/b/a National Grid.

"Interconnection Agreement" shall mean an agreement between Seller and the Interconnecting Utility (and NYISO, as applicable) regarding the interconnection of the Facility to the Transmission System of the Interconnecting Utility, as the same may be amended from time to time.

"Interconnection Point" shall mean the meter with a Point Identifier (PTID) number to be assigned by the NYISO, in Zone A, at the physical point of interconnection between the Facility and the Interconnecting Utility's transmission system as specified in the Interconnection Agreement.

"ISO" or **"ISO-NE"** shall mean ISO New England Inc., the independent system operator established in accordance with the RTO arrangements for New England, or its successor.

"ISO-NE Practices" shall mean the ISO-NE practices and procedures for delivery and transmission of energy in effect from time to time and shall include, without limitation, applicable requirements of the NEPOOL Agreement, and any applicable successor practices and procedures.

"ISO-NE Rules" shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, and governing wholesale power markets and transmission in New England, as such rules may be amended from time to time, including but not limited to, the ISO-NE Tariff, the ISO-NE Operating Procedures (as defined in the ISO-NE Tariff), the ISO-NE Planning Procedures (as defined in the ISO-NE Tariff), the Transmission Operating Agreement (as defined in the ISO-NE Tariff), the Participants Agreement, the manuals, procedures and business process documents published by ISO-NE via its web site and/or by its e-mail

distribution to appropriate NEPOOL participants and/or NEPOOL committees, as amended, superseded or restated from time to time.

"ISO-NE Tariff" shall mean ISO-NE's Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, superseded or restated from time to time.

"ISO Settlement Market System" shall have the meaning as set forth in the ISO-NE Tariff.

"Late Payment Rate" shall have the meaning set forth in Section 5.3 hereof.

"Law" shall mean all federal, state and local statutes, regulations, rules, orders, executive orders, decrees, policies, judicial decisions and notifications.

"Lender" shall mean, collectively, any party (a) providing Financing for the development and construction of the Facility, or any refinancing of that Financing, (b) providing debt financing for the ownership and operation of the Facility or (c) any equity investors (including tax equity investors) providing financing for the Facility, and in each of subclause (a) and (b) shall include any assignee or transferee of such a party and any trustee, collateral agent or similar entity acting on behalf of such a party.

"Locational Marginal Price" or **"LMP"** shall have the meaning set forth in the ISO-NE Rules.

"MDPU" shall mean the Massachusetts Department of Public Utilities and its successors.

"Meters" shall have the meaning set forth in Section 4.6(a) hereof.

"Metered Output" shall mean the instantaneous energy output, intermittent and variable within the hour, expressed in MWh, generated by the Facility and delivered to and measured at the Interconnection Point.

"Minimum Required Deliveries" shall mean, in any Contract Year, Scheduled Energy Delivered to Buyer equal to [redacted] of the Buyer's Percentage Entitlement of Metered Output in such Contract Year (in each case measured on an hourly basis) and a corresponding amount of RECs in such Contract Year.

"Moody's" shall mean Moody's Investors Service, Inc., and any successor thereto.

"MW" shall mean a megawatt AC.

"MWh" shall mean a megawatt-hour (one MWh shall equal 1,000 kWh).

"NEPOOL" shall mean the New England Power Pool and any successor organization.

"NEPOOL Agreement" shall mean the Second Amended and Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or restated from time to time.

"NERC" shall mean the North American Electric Reliability Corporation and shall include any successor thereto.

"Network Upgrades" shall mean upgrades to the Transmission Provider's transmission and distribution systems, as determined and identified in the interconnection study approved in connection with construction of the Facility, necessary for Delivery of the Metered Output to the Interconnection Point, including those that are necessary for the Seller's satisfaction of the obligations under Section 7.4 of this Agreement.

"New England Control Area" shall have the meaning as set forth in the ISO-NE Tariff.

"Node" shall have the meaning set forth in ISO-NE Rules.

"Non-Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has not occurred.

"NYDPS" shall mean the New York State Department of Public Service and its successors.

"NYGATS" shall mean the New York Generation Attribute Tracking System or any successor thereto, which includes a generation information database and certificate system that accounts for generation attributes of electricity generated or consumed within New York.

"NYISO" shall mean New York Independent System Operator, the independent system operator established in accordance with the RTO arrangements for New York, or its successor.

"NYISO Rules" shall mean all rules, practices and procedures adopted by NYISO, and governing wholesale power markets and transmission in New York, as such rules may be amended from time to time, including but not limited to, the NYISO Tariff and the agreements, orders, manuals, procedures, practices and business process documents published by NYISO via its web site and/or by its e-mail distribution to its market participants, as amended, superseded or restated from time to time.

"NYISO Tariff" shall mean NYISO's Open Access Transmission Tariff and Market Services Tariff, as amended, superseded or restated from time to time.

"Operational Limitations" of the Facility are the parameters set forth in Exhibit A describing the physical limitations of the Facility, including the time required for start-up and the limitation on the number of scheduled start-ups per Contract Year.

"Operating Period Security" shall have the meaning set forth in Section 6.1(b) hereof.

"Other Agreements" shall mean (a) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The United Illuminating Company, (b) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The Connecticut Light & Power Company, d/b/a Eversource Energy, (c) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Western Massachusetts Electric Company d/b/a Eversource Energy, (d) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Massachusetts Electric Company and Nantucket Electric Company, d/b/a National Grid, (e) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The Narragansett Electric Company d/b/a National Grid, and (f) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Fitchburg Gas and Electric Light Company, d/b/a Unitil.

"Party" and **"Parties"** shall have the meaning set forth in the first paragraph of this Agreement.

"Peak Hours" shall mean the hours defined as peak hours in ISO-NE by FERC from time to time which as of the Effective Date are weekday hours 7 a.m. to 11 p.m Eastern Prevailing Time.

"Permits" shall mean any permit, authorization, license, order, consent, waiver, exception, exemption, variance or other approval by or from, and any filing, report, certification, declaration, notice or submission to or with, any Governmental Entity required to authorize action, including any of the foregoing relating to the ownership, siting, construction, operation, use or maintenance of the Facility under any applicable Law and the Delivery of the Products in accordance with this Agreement.

"Person" shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, limited partnership, association, trust, unincorporated organization, or a government authority or agency or political subdivision thereof.

"Planned Maintenance" shall mean all maintenance of the Facility or any portion thereof planned by Seller in advance of the time such maintenance is scheduled to be performed and excludes Forced Outages (as defined in the NYISO Rules).

"Pool Transmission Facilities" has the meaning given that term in the ISO-NE Rules.

"Power Cost Reconciliation Tariff" shall mean a fully reconciling cost recovery tariff mechanism that authorizes the establishment of a distribution charge that fully recovers Buyer's net costs under this Agreement (including the annual remuneration of two and three-quarters percent (2.75%)). The rate reconciliation shall be designed in such a way as to limit the build up of any under or over-recoveries over the course of the year. A reconciliation shall occur at least annually, but may also be reconciled quarterly or monthly,

to the extent necessary to eliminate regulatory lag for the recovery of costs or crediting of over-recoveries to customers.

"Price" shall mean the purchase price(s) for Products referenced in Section 5.1 hereof and set forth on Exhibit D.

"Products" shall mean Energy and RECs; provided, however, that Energy and RECs generated by or associated with the Facility prior to the Commercial Operation Date, Energy and RECs generated by the Facility in excess of the Contract Maximum Amount or the Scheduled Energy in any hour, and RECs not purchased by Buyer under Section 4.1(b) shall not be deemed Products.

"**Purchased Power Accounting Authorization**" shall mean authorization for Buyer, at Buyer's sole discretion, to take appropriate steps to assure avoidance of a material, negative balance sheet impact on Buyer or Buyer's direct or indirect parent company, upon appropriate filing with and approval by the MDPU; provided that such Purchased Power Accounting Authorization shall not impact Buyer's obligation to purchase the Products under this Agreement or the Price Buyer pays for such Products.

"QF" shall mean a cogeneration or small power production facility which meets the criteria as defined in Title 18, Code of Federal Regulations, §§ 292.201 through 292.207, as amended from time to time.

"Qualified Bank" shall mean a U.S. commercial bank or the U.S. branch office of a foreign bank, in either case, having (x) assets on its most recent audited balance sheet of at least $10,000,000,000 and (y) a rating for its senior long-term unsecured debt obligations of at least (A) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (B) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both.

"Real-Time Energy Market" shall have the meaning as set forth in the ISO-NE Rules.

"Regulatory Agencies" shall mean the Massachusetts Department of Public Utilities and its successors, the Connecticut Public Utilities Regulatory Authority and its successors and the Rhode Island Public Utilities Commission and its successors.

"Regulatory Approval" shall mean the MDPU approval of this entire Agreement (including any amendment of this Agreement as provided for herein), which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83A of Massachusetts Senate Bill 2395, *An Act relative to competitively priced electricity in the Commonwealth,* and the regulations promulgated thereunder and that all of the terms of such Section 83A and such regulations apply to this Agreement; (2) definitive regulatory authorization for Buyer to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff and/or other cost recovery or reconciliation mechanisms; (3) definitive regulatory authorization for Buyer to recover

remuneration equal to two and three-quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; and (4) approval of any Purchased Power Accounting Authorization requested by Buyer in connection with the Regulatory Approval. Such approvals shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing.

"Rejected Purchase" shall have the meaning set forth in Section 4.4 hereof.

"Related Transmission" shall mean those transmission and distribution facilities to be used by Seller for delivery of the Scheduled Energy under this Agreement, as described in Exhibit E hereto.

"Related Transmission Approvals" shall mean those FERC filings, agreements, tariffs and approvals associated with service on the Related Transmission.

"Reliability Curtailment" shall mean any curtailment of Delivery of Scheduled Energy resulting from (i) an emergency condition as defined in the Interconnection Agreement or in the ISO-NE Tariff or the NYISO Tariff, or (ii) any other order or directive of the Interconnecting Utility or the Transmission Provider pursuant to an Interconnection Agreement or tariff.

"Renewable Energy Certificates" or **"RECs"** shall mean all of the Certificates and any and all other Environmental Attributes reflecting the Metered Output that is associated with the Scheduled Energy Delivered to Buyer, including, without limitation, all Certificates and any and all other Environmental Attributes, in each case which satisfy the RPS for a RPS Class I Renewable Generation Unit, and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of Scheduled Energy Delivered from such RPS Class I Renewable Generation Unit.

"Replacement Agreements" shall have the meaning set forth in Section 2.2(d) hereof.

"Replacement Energy" shall mean Energy purchased by Buyer as replacement for any Delivery Failure relating to the Scheduled Energy to be provided hereunder.

"Replacement Price" shall mean, with respect to a Delivery Failure in any Contract Year, (a) for Energy, the average Real-Time LMP at the Delivery Point each hour, or shorter settlement period as required by ISO-NE, for such Contract Year, weighted by the proportion of the Delivery Shortfall for such hour or settlement interval to the total of all Delivery Shortfalls for such Contract Year, as reasonably calculated by Buyer and, (b) for RECs, the average market price of RECs for such Contract Year, as reasonably determined by Buyer.

"Replacement RECs" shall mean any generation or environmental attributes, including any Certificates or other certificates or credits related thereto reflecting generation by a RPS

Class I Renewable Generation Unit that are purchased by Buyer as replacement for any Delivery Failure.

"Resale Damages" shall mean, with respect to any Rejected Purchase, an amount equal to (a) the positive net amount, if any, by which the applicable Price that would have been paid pursuant to Section 5.1 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price(s) multiplied by the quantity (or applicable quantities) of that Rejected Purchase (in MWh and/or RECs, as applicable), plus (b) any applicable penalties assessed by ISO-NE, NYISO or any other Person against Seller as a result of Buyer's failure to accept such Products in accordance with the terms of this Agreement, plus (c) transaction, additional transmission, and other administrative costs reasonably incurred by Seller in re-selling such Rejected Purchase that Seller would not have incurred but for the Rejected Purchase. Seller shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Resale Damages.

"Resale Price" shall mean the price at which Seller, acting in a commercially reasonable manner, sells or is paid for a Rejected Purchase; provided, however, that in no event shall Seller be required to utilize or change its utilization of the Facility or its other assets, contracts or market positions in order to minimize Buyer's liability for such Rejected Purchase.

"RPS" shall mean the requirements established pursuant to Mass. Gen. Laws ch.25A, Section 11F and the regulations promulgated thereunder that require all retail electricity suppliers in Massachusetts to provide a minimum percentage of electricity from RPS Class I Renewable Generation Units, and such successor laws and regulations as may be in effect from time to time.

"RPS Class I Renewable Generation Unit" shall mean a Generation Unit termed a New Renewable Generation Unit in a Statement of Qualification issued by the DOER pursuant to 225 CMR 14.00.

"RTO" shall mean ISO-NE and any successor organization or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to FERC's Order No. 2000 and FERC's corresponding regulations, or any successor organization, or any other entity authorized to exercise comparable functions in subsequent orders or regulations of FERC.

"S&P" shall mean Standard & Poor's Financial Services LLC, and any successor thereto.

"Schedule" or "Scheduling" shall mean the actions of Seller and/or its designated representatives pursuant to Section 4.2 of notifying, requesting and confirming to NYISO and ISO-NE the quantity of Energy to be delivered on any given day or days (or in any given hour or hours) during the Services Term at the Delivery Point.

"Scheduled Energy" means the quantity of Energy during any hour, or shorter scheduling interval as applicable, expressed in MWh, that Seller (or Seller's designee) Schedules and

confirms with NYISO and ISO-NE for delivery at the Delivery Point pursuant to Section 4.2(a).

"Services Term" shall have the meaning set forth in Section 2.2(b) hereof.

"Seller's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"State Forest Easement" shall mean an easement for an electric collection line for the Facility through the Boutwell Hill state forest to be obtained from the New York State Department of Environmental Conservation, in form and substance reasonably satisfactory to Seller, pursuant to New York Senate Bill 6005-A.

"**Statement of Qualification"** shall mean a written document from the DOER that qualifies a Generation Unit as an RPS Class I Renewable Generation Unit, or that qualifies a portion of the annual electrical energy output of a Generation Unit as RPS Class I Renewable Generation (as defined in 225 CMR 14.01).

"Term" shall have the meaning set forth in Section 2.2(a) hereof.

"Termination Payment" shall have the meaning set forth in Section 9.3(b) hereof.

"Transfer Change Notice" shall have the meaning set forth in Section 4.2(a).

"Transmission Provider" shall mean (a) ISO-NE, its respective successor or Affiliates; (b) NYISO, its respective successor or Affiliates; (c) the Interconnecting Utility, (d) Buyer; and/or (d) such other third parties from whom transmission services are necessary for Seller to fulfill its performance obligations to Buyer hereunder, as the context requires.

"Transmission Provider Rules" shall mean the ISO-NE Rules, the ISO-NE Practices and the NYISO Rules.

"Transmission System" shall mean the transmission facilities operated by a Transmission Provider, now or hereafter in existence, which provide energy transmission service for the Scheduled Energy to or from the Delivery Point or for the Metered Output to the Interconnection Point.

"Unit Contingent" shall mean that the Products are to be supplied only from the Facility and only to the extent that the Facility operates, generates and delivers Products to the Interconnection Point.

"Wind Turbine" shall mean those electric energy generating devices powered by the wind that are included in the Facility.

2. EFFECTIVE DATE; TERM

2.1 Effective Date. Subject in all respects to Section 8.1and Section 8.2, this Agreement is effective as of the Effective Date.

2.2 Term.

(a) The **"Term"** of this Agreement is the period beginning on the Effective Date and ending upon the final settlement of all obligations hereunder after the expiration of the Services Term or the earlier termination of this Agreement in accordance with its terms.

(b) The **"Services Term"** is the period during which Buyer is obligated to purchase Products Delivered to Buyer by Seller commencing on the Commercial Operation Date and continuing for a period of twenty (20) years from the Commercial Operation Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

(c) In the event that (i) an "Adverse Determination" has occurred pursuant to Section 19.7 of any Other Agreement on or before September 30, 2017 and (ii) any purchaser of Energy and RECs under any such Other Agreement terminates such Other Agreement on or before December 31, 2018 as a result of such Adverse Determination, then Seller may terminate this Agreement by written notice to Buyer not later than fifteen (15) days after the termination of such Other Agreement, and upon such termination neither Party will have any further liability to the other hereunder except for obligations arising under Article 12. Nothing set forth in this Section 2.2(c) shall limit or modify the rights and obligations of the Parties under Section 19.7 of this Agreement.

(d) In the event that Seller terminates one of the Other Agreements prior to the Commercial Operation Date due solely to a default by the purchaser of Energy and RECs under such Other Agreement and the Energy and RECs to be purchased under such Other Agreement represents more than five percent (5%) of the total Energy and RECs to be produced by the Facility, then Seller shall use commercially reasonable efforts to enter into one or more new agreements for the sale of the Energy and RECs that would have been sold under such Other Agreement on terms no more favorable to Seller than the terms of such Other Agreement (**"Replacement Agreements"**). If Seller is unable to execute one or more Replacement Agreements for the entire amount of the Energy and RECs that would have been sold under the terminated Other Agreement within six (6) months after the termination of such Other Agreement, then Seller may terminate this Agreement by written notice to Buyer within thirty (30) days after the expiration of such six-month period. Upon such termination neither Party will have any further liability to the other hereunder except for obligations arising under Article 12. All of the deadlines for the Critical Milestones not achieved prior to the termination of the Other Agreement as described herein will be extended on a day-for-day basis by the period of time between the termination of the Other Agreement and the sooner of the execution of the Replacement Agreement(s) or the termination of this Agreement under this Section 2.2(d).

(e) At the expiration of the Term or earlier termination of this Agreement pursuant to the terms hereof, the Parties shall no longer be bound by the terms and provisions hereof, except (i) to the extent necessary to make payments of any amounts owed to the other Party arising prior to or resulting from termination of, or on account of a breach of, this Agreement, (ii) to the extent necessary to enforce the rights and the obligations of the Parties arising under this Agreement before such expiration or termination, and (iii) the obligations of the Parties hereunder

with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement.

3. FACILITY DEVELOPMENT AND OPERATION

3.1 Critical Milestones.

(a) Subject to the provisions of Section 3.1(d), commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones (**"Critical Milestones"**) on or before the dates set forth in this Section 3.1(a):

(i) except for the State Forest Easement, acquisition of all required real property rights necessary for construction and operation of the Facility and the interconnection of the Facility to the Interconnecting Utility in full and final form with all options and/or contingencies having been exercised demonstrating complete site control as set forth in Exhibit B by May 31, 2017;

(ii) receipt of all Permits necessary to construct the Facility, as set forth in Exhibit B, in final form, by June 30, 2018;

(iii) acquisition of the State Forest Easement by September 30, 2018;

(iv) closing of the Financing or other demonstration to Buyer's satisfaction of the financial capability to construct the Facility, including, as applicable, Seller's financial obligations with respect to interconnection of the Facility to the Interconnecting Utility and construction of the Network Upgrades by February 28, 2020; and

(v) achievement of the Commercial Operation Date by December 31, 2020 ("**Guaranteed Commercial Operation Date**").

(b) Seller shall provide Buyer with written notice of the achievement of each Critical Milestone within seven (7) days after that achievement, which notice shall include information demonstrating with reasonable specificity that such Critical Milestone has been achieved. Seller acknowledges that Buyer will receive such notice solely to monitor progress toward the Commercial Operation Date, and Buyer shall have no responsibility or liability for the development, construction, operation or maintenance of the Facility.

(c) Seller may elect to extend all of the dates for the Critical Milestones not yet achieved by up to four six-month periods from the applicable dates set forth in Section 3.1(a) by posting additional Development Period Security in an amount equal to $118,692 for each such six-month period; provided, however, that in no event may Seller extend the date for the Critical Milestone in Section 3.1(a)(i). Any such election shall be made in a written notice delivered to Buyer on or prior to the first date for a Critical Milestone that has not yet been achieved (as such date may have previously been extended).

(d) To the extent a Force Majeure event pursuant to Section 10.1 has occurred that prevents the Seller from achieving the Critical Milestone date for the Commercial Operation Date (Section 3.1(a)(v) by the applicable Critical Milestone date, the Critical Milestone date(s) impacted by such Force Majeure event shall be extended for the duration of the Force Majeure event, but under no circumstances shall extensions of those Critical Milestone dates due to Force Majeure events exceed twelve (12) months beyond the applicable Milestone date, and further provided, that the Seller shall not have the right to declare a Force Majeure event related to the Site Control Critical Milestone (Section 3.1(a)(i), the Permits Critical Milestone (Section 3.1(a)(ii)) or the Financing Critical Milestone (Section 3.1(a)(iv)).

(e) The Parties agree that time is of the essence with respect to the Critical Milestones and is part of the consideration to Buyer in entering into this Agreement.

3.2 Delay Damages.

(a) If the Commercial Operation Date is not achieved by the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c) and 10.1), Seller shall pay to Buyer damages for each day from and after such date in an amount equal to $2,374, commencing on the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c) and 10.1) and ending on the earlier of (i) the Commercial Operation Date, (ii) the date that Buyer exercises its right to terminate this Agreement under Section 9.3, or (iii) the date that is twelve (12) months after the Guaranteed Commercial Operation Date (**"Delay Damages"**). Delay Damages shall be due under this Section 3.2(a) without regard to whether Buyer exercises its right to terminate this Agreement pursuant to Section 9.3; provided, however, that if Buyer exercises its right to terminate this Agreement under Section 9.3, Delay Damages shall be due and owing to the extent that such Delay Damages were due and owing at the date of such termination. For purposes of illustration, an example calculation of Delay Damages is set forth on Exhibit F.

(b) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to Seller's delay in achieving the Commercial Operation Date by the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Delay Damages as agreed to by the Parties and set forth herein are a fair and reasonable calculation of such damages. Notwithstanding the foregoing, this Article shall not limit the amount of damages payable to Buyer if this Agreement is terminated as a result of Seller's failure to achieve the Commercial Operation Date. Any such termination damages shall be determined in accordance with Article 9.

(c) By the tenth (10th) day following the end of the calendar month in which Delay Damages first become due and continuing by the tenth (10th) day of each calendar month during the period in which Delay Damages accrue (and the following months if applicable), Buyer shall deliver to Seller an invoice showing Buyer's computation of such damages and any amount due Buyer in respect thereof for the preceding calendar month. No later than ten (10) days after receiving such an invoice, Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. If Seller fails to pay such

amounts when due, Buyer may draw upon the Development Period Security for payment of such Delay Damages, and Buyer may exercise any other remedies available for Seller's default hereunder.

3.3 Construction and Changes in Capacity.

(a) Construction of Facility. Seller shall construct the Facility as described in Exhibit A, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and all applicable requirements of the NYISO Rules for the delivery of the Buyer's Percentage Entitlement of the Products to Buyer. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide construction functions, so long as Seller maintains overall control over the construction of the Facility through the Term.

(b) Capacity Deficiency. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements for the Commercial Operation Date under Section 3.4(b) of this Agreement, but a Capacity Deficiency exists on the Commercial Operation Date as permitted by Section 3.4(b), then on the Commercial Operation Date, the Contract Maximum Amount shall be automatically and permanently reduced commensurate with the Capacity Deficiency, which reduced Contract Maximum Amount shall be stated in a notice from Buyer to Seller, which notice shall be binding absent manifest error.

(c) Increase in Facility Size. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements under Section 3.4(b) of this Agreement, if the Independent Engineer's certification provides that the Actual Facility Size exceeds the Proposed Facility Size as provided in Exhibit A, the Buyer's Percentage Entitlement will be recalculated and replaced by the percentage derived by dividing the Contract Maximum Amount by the Actual Facility Size.

(d) Progress Reports. Within ten (10) days of the end of each calendar quarter after the Effective Date and until the Commercial Operation Date, Seller shall provide Buyer with a progress report regarding Critical Milestones not yet achieved, including projected time to completion of the Facility, in accordance with the form attached hereto as Exhibit C, and shall provide, upon Buyer's request, such supporting documents regarding the same as are produced during the normal course of developing and constructing the Facility or are requested from Buyer by any Governmental Entity. Seller shall permit Buyer and its advisors and consultants to review and discuss with Seller and its advisors and consultants such progress reports during business hours and upon reasonable notice to Seller.

(e) Site Access. Buyer and its representatives shall have the right but not the obligation, during business hours and upon reasonable notice to Seller, to inspect the Facility site and monitor the construction of the Facility, subject to Seller's reasonable Facility site safety and insurance requirements.

3.4 Commercial Operation.

(a) Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products commences on the Commercial Operation Date; provided, that Energy and RECs generated by the Facility prior to the Commercial Operation Date shall not be deemed Products and shall not be purchased by Buyer under this Agreement.

(b) The Commercial Operation Date shall occur on the date on which the Facility as described in Exhibit A is completed (subject, if applicable, to a Capacity Deficiency so long as the Actual Facility Size on the Commercial Operation Date is at least ninety percent (90%) of the proposed nameplate capacity of the Facility as set forth in Exhibit A) and capable of regular commercial operation in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility, all requirements of the ISO-NE Rules, ISO-NE Practices and NYISO Rules for the delivery of the Products to the Buyer have been satisfied, and all performance testing for the Facility has been successfully completed, provided Seller has also satisfied the following conditions precedent as of such date:

(i) completion of all transmission and interconnection facilities and any Network Upgrades, including final acceptance and authorization to interconnect the Facility from the Transmission Provider at the Interconnection Point in accordance with the fully executed Interconnection Agreement;

(ii) all Related Transmission Facilities as set forth in Exhibit E are complete and in-service;

(iii) Seller has obtained and demonstrated possession of all Permits required for the lawful construction and operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility at the Interconnection Point and for Seller to perform its obligations under this Agreement, including but not limited to Permits related to environmental matters, all as set forth on Exhibit B;

(iv) Seller has obtained qualification by the applicable regulatory authority for the state of Massachusetts qualifying the Facility as a RPS Class I Renewable Generation Unit;

(v) All Related Transmission Approvals have been received;

(vi) Seller has acquired all real property rights needed to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility to construct the Network Upgrades (to the extent that it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement;

(vii) Seller has established all ISO-NE or NYISO-related accounts and entered into all ISO-NE or NYISO-related agreements required for the performance of Seller's obligations in connection with the Facility

and this Agreement, which agreements shall be in full force and effect, including the registration of the Facility in the GIS and, to the extent required to Deliver RECs to Buyer, NYGATS;

(viii) Seller has taken all actions as are necessary to effect the transfer of Buyer's Percentage Entitlement of the Scheduled Energy to Buyer in the ISO Settlement Market System;

(ix) Seller has successfully completed all pre-operational testing and commissioning in accordance with manufacturer guidelines;

(x) Seller has satisfied all Critical Milestones that precede the Commercial Operation Date in Section 3.1;

(xi) no Default or Event of Default by Seller shall have occurred and remain uncured;

(xii) the Facility is owned or leased by, and under the care, custody and control of, Seller.

(xiii) Seller has delivered to Buyer:

(A) an Independent Engineer's certification stating (i) that the Facility has been completed in all material respects (excepting punchlist items that do not materially and adversely affect the ability of the Facility to operate as intended hereunder) in accordance with this Agreement, and (ii) the Actual Facility Size;

(B) certificates of insurance evidencing the coverages required under Section 3.5(i); and

(C) the Operating Period Security; and

(xiv) Seller has demonstrated that it can reliably transmit real time data and measurements to NYISO.

(xv) Seller has obtained a separate NYISO registered account and Point Identifier (PTID) for the Facility from NYISO.

3.5 Operation of the Facility.

(a) Compliance With Utility Requirements. Seller shall comply with, and cause the Facility to comply with: (i) Good Utility Practice; (ii) the Operational Limitations; and (iii) all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by ISO-NE, NYISO, any Transmission Provider, NERC and/or any regional reliability entity, including, in each case, all practices, requirements, rules, procedures and standards related to

Seller's construction, ownership, operation and maintenance of the Facility and its performance of its obligations under this Agreement (including obligations related to the generation, Scheduling, interconnection, and transmission of Energy, and the transfer of RECs), whether such requirements were imposed prior to or after the Effective Date. Seller shall be solely responsible for registering as the "Generator Owner and Generator Operator" of the Facility with NERC and any applicable regional reliability entities, including without limitation NYISO and ISO-NE.

(b) Permits. Seller shall maintain or cause to be maintained in full force and effect all Permits necessary for it to perform its obligations under this Agreement, including all Permits necessary to operate and maintain the Facility and all Related Transmission Approvals.

(c) Maintenance and Operation of Facility. Seller shall, at all times during the Term, construct, maintain and operate the Facility, or cause the Facility to be constructed, maintained and operated, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and Exhibit A to this Agreement. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide discrete construction, operation and maintenance functions, so long as Seller maintains overall control over the construction, operation and maintenance of the Facility throughout the Term.

(d) Interconnection Agreement. Seller shall comply with the terms and conditions of the Interconnection Agreement.

(e) ISO-NE Status. Seller shall, at all times during the Services Term, either: (i) be an ISO-NE "Market Participant" pursuant to the ISO-NE Rules; or (ii) have entered into an agreement with an ISO-NE Market Participant that shall perform all of Seller's ISO-NE-related obligations in connection with the Facility and this Agreement.

(f) NYISO Status. Seller shall, at all times during the Services term, either: (i) be a "Market Participant" pursuant to NYISO Market Services Tariff; or (ii) have entered into an agreement with a NYISO Market Participant that shall perform all of Seller's NYISO-related obligations in connection with the Facility and this Agreement.

(g) Forecasts. Commencing at least thirty (30) days prior to the anticipated Commercial Operation Date and continuing throughout the Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month rolling forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Utility Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided. The forecasts described in this Section 3.5(g) shall be non-binding, good faith estimates only. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules, including ISO-NE Operating Procedure No. 5, any applicable NYISO Rules, and each Transmission Provider's rules and regulations.

(h) RPS Class I Renewable Generation Unit. Subject to Section 4.7(b), Seller shall be solely responsible at Seller's cost for maintaining such qualification throughout the

Services Term. Seller shall take all actions necessary to register for and maintain participation in the GIS and, to the extent required to Deliver RECs to Buyer, NYGATS, to register, monitor, track, and transfer RECs. Seller shall provide such additional information as Buyer may request relating to such qualification and participation.

(i) Compliance Reporting. Within thirty (30) days following the end of each calendar quarter, Seller shall provide Buyer information pertaining to labor information and any other information to the extent required by Buyer to comply with the disclosure requirements contained under applicable law and any other such disclosure regulations which may be imposed upon Buyer during the Term, which information requirements will be provided to Seller by Buyer at least fifteen (15) days before the beginning of the calendar quarter for which the information is required. To the extent Buyer is subject to any other certification or compliance reporting requirement with respect to the Products produced by Seller and delivered to Buyer hereunder, Seller shall provide any information in its possession (or, if not in Seller's possession, available to it and not reasonably available to Buyer) requested by Buyer to permit Buyer to comply with any such reporting requirement.

(j) Insurance. Throughout the Term, and without limiting any liabilities or any other obligations of Seller hereunder, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-" by the A.M. Best Company (or any successor thereto) the insurance coverage and with the deductibles that are customary for a generating facility of the type and size of the Facility and as otherwise legally required. Upon the execution of this Agreement, and at each subsequent policy renewal date thereafter, Seller shall provide Buyer with a certificate of insurance which (i) shall include Buyer as an additional insured on each policy, (ii) shall not include the legend "certificate is not evidence of coverage" or any statement with similar effect, (iii) shall evidence a firm obligation of the insurer to provide Buyer with thirty (30) days prior written notice of coverage modifications that may adversely affect Buyer, and (iv) shall be endorsed by a Person who has authority to bind the insurer. If any coverage is written on a "claims-made" basis, the certification accompanying the policy shall conspicuously state that the policy is "claims made."

(k) Contacts. Each Party shall identify a principal contact or contacts, which contact(s) shall have adequate authority and expertise to make day-to-day decisions with respect to the administration of this Agreement.

(l) Compliance with Law. Without limiting the generality of any other provision of this Agreement, Seller shall be responsible for complying with all applicable requirements of Law, including all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by FERC and any other Governmental Entity, whether imposed pursuant to existing Law or procedures or pursuant to changes enacted or implemented during the Term, including all risks of operational and environmental matters relating to the Facility or the Facility site. Seller shall indemnify Buyer against any and all claims arising out of or related to such environmental matters and against any costs imposed on Buyer as a result of Seller's violation of any applicable Law, or ISO-NE, NYISO or NERC requirements. For the avoidance of doubt, Seller shall be responsible for procuring, at its expense, all Permits and governmental approvals required

for the construction and operation of the Facility in compliance with applicable requirements of Law.

(m) FERC Status. Seller shall be responsible for ensuring that it is in compliance with all FERC directives and requirements necessary for Seller to fulfill its obligations under this Agreement. As part of Seller's satisfaction of this responsibility, it shall maintain the Facility's status as a QF or EWG (to the extent Seller meets the criteria for such status) at all times after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output of the Facility at market-based rates, including market-based rate authority to the extent applicable. If Seller certifies the Facility as a QF, for so long as this Agreement is in effect, Seller waives, and agrees not to assert, any rights Seller may have to require Buyer to purchase or transmit electric power or to pay a specified price for electric power by virtue of the status of the Facility as a QF.

(n) Maintenance. No later than (a) the Commercial Operation Date and (b) two months prior to the end of each calendar year thereafter during the Term, Seller shall submit to Buyer an expected schedule of Planned Maintenance for the following calendar year for the Facility. Throughout the Term, Seller shall coordinate all Planned Maintenance with NYISO, consistent with NYISO Rules, and shall promptly provide applicable information concerning scheduled outages, as determined by NYISO, to Buyer. To maximize the value of the Products, to the extent possible and consistent with NYISO Rules and the manufacturer's guidelines for all material components of the Facility, Seller shall not schedule Planned Maintenance of more than fifteen percent (15%) of the Wind Turbines at any one time during the months of January through February or June through September; provided, however, that planned maintenance may be scheduled during such period to the extent the failure to perform such planned maintenance is contrary to operation of the Facility in accordance with Good Utility Practice.

3.6 Interconnection and Delivery Services.

(a) Seller shall be responsible for all costs associated with interconnection of the Facility at the Interconnection Point, including the costs of the Network Upgrades, consistent with all standards and requirements set forth by the FERC, any other applicable Governmental Entity, NYISO and the Interconnecting Utility. Seller shall be responsible for procuring delivery service and all costs associated with it.

(b) Seller shall defend, indemnify and hold Buyer harmless against any and all liabilities, fees, costs and expenses, including but not limited to reasonable attorneys' fees incurred by Buyer arising due to Seller's performance or failure to perform under the Interconnection Agreement or any agreement for delivery service associated with Seller's performance of this Agreement.

4. DELIVERY OF PRODUCTS

4.1 Obligation to Sell and Purchase Products.

(a) Beginning on the Commercial Operation Date and subject to Section 4.1(b), Seller shall sell and Deliver, and Buyer shall purchase and receive right, title and interest in and to,

Buyer's Percentage Entitlement of the Products in accordance with the terms and conditions of this Agreement, up to and including the Buyer's Percentage Entitlement of Scheduled Energy in each hour, but in no event exceeding the lesser of (1) the Buyer's Percentage Entitlement of the total Metered Output in such hour or (2) the Contract Maximum Amount in such hour, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, (i) if the amount of Metered Output generated by the Facility during any hour is in excess of Scheduled Energy or the Contract Maximum Amount for that hour, the Products associated with such excess shall not be considered to be Products for such period for purposes of this Agreement, and (ii) if the amount of Scheduled Energy in any hour exceeds the Metered Output generated by the Facility in that hour or the Contract Maximum Amount for that hour, the Products associated with such excess shall not be considered to be Products for such period for purposes of this Agreement. The aforementioned obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same are Unit Contingent and shall be subject to the operation of the Facility. To maximize the value of the Products, to the extent possible and consistent with ISO-NE Rules, NYISO Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy during the time periods of anticipated peak load and peak Energy prices in New England, consistent with the provisions of Sections 3.5(a) and recognizing that Sections 4.1(d) and 4.3 address curtailments and corresponding remedies.

(b) Buyer shall not be obligated to accept or pay for any REC which fails to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit, and, to the extent that Buyer does not purchase any such REC, Seller may, in its sole discretion, sell, transfer or otherwise dispose of that REC or comparable certificate, credit, attribute or other similar product. In the event that Buyer notifies Seller that it will not purchase any REC which fails to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit, then Buyer may resume purchasing such RECs upon thirty (30) days' prior written notice to Seller, unless otherwise agreed by Buyer and Seller.

(c) Seller shall Deliver Buyer's Percentage Entitlement of the Products produced by or associated with the Facility, up to and including an amount equal to the least of (i) the Buyer's Percentage Entitlement of the Metered Output, (ii) Buyer's Percentage Entitlement of the Scheduled Energy or (iii) the Contract Maximum Amount in any hour, exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such Products or any certificate or other attribute associated with such Products to any Person other than Buyer during the Term. Seller shall not enter into any agreement or arrangement under which such Products can be claimed by any Person other than Buyer. Buyer shall have the exclusive right to resell or convey the Products in its sole discretion.

(d) Notwithstanding Section 4.1(c), Seller shall have the exclusive right, exercised in its sole discretion, to sell or convey any Energy and RECs to any Person (i) prior to the Services Term, (ii) that are not Products, (iii) in connection with Resale Damages, (iv) in connection with an exercise by Seller of its remedies under Section 9.3(a)(ii), or (v) during any period of curtailment by Seller that is permitted pursuant to this Agreement and periods of curtailment the remedy for which is set forth in Section 4.3.

4.2 Scheduling and Delivery.

(a) During the Services Term and in accordance with Section 4.1, Seller shall Schedule and transfer Deliveries of Energy hereunder with ISO-NE and NYISO within the defined Operational Limitations of the Facility and in accordance with this Agreement and all rules and regulations of each Transmission Provider, and all NYISO rules and regulations and ISO-NE Practices and ISO-NE Rules, as applicable. Seller shall use commercially reasonable efforts, acting in good faith, to maximize the Metered Output of the Facility and Schedule such Metered Output in each hour that would not exceed the limits for Scheduled Energy in Section 4.1, subject to curtailment by Seller as permitted pursuant to this Agreement. Seller shall transfer Scheduled Energy to Buyer (i) in the Day Ahead Energy Market if the Scheduled Energy is offered by Seller and settled in the Day Ahead Energy Market and (ii) in the Real Time Energy Market if the Scheduled Energy is offered by Seller and settled in the Real Time Energy Market, in each case in accordance with all ISO-NE Practices and ISO-NE Rules. Seller shall determine the portion of the Scheduled Energy that is offered and settled in the Day Ahead Energy Market and the portion of the Scheduled Energy that is offered and settled in the Real Time Energy Market, consistent with prevailing ISO-NE Rules and ISO-NE Practices at the time; provided, however that: (x) Seller must offer Scheduled Energy to Buyer in the Day Ahead Energy Market to the extent required in order to satisfy its obligations under Section 7.4; and (y) if a change in the NYISO Rules or ISO-NE Rules makes transfers in the Day Ahead Energy Market and/or the Real Time Energy Market impracticable for either Party, as reasonably determined by Buyer, then Seller will alter the portions of the Scheduled Energy being offered and settled in each of the Day Ahead Energy Market and the Real Time Energy Market to the extent required to make transfers of Scheduled Energy consistent with those revised NYISO Rules or ISO-NE Rules. In any event, Buyer shall have no obligation to pay for any Energy not transferred to Buyer in accordance with the foregoing or for which Buyer is not credited in the ISO-NE Settlement Market System (including, without limitation, as a result of an outage on any electric transmission system). If Buyer notifies Seller that the manner of the transfers of Scheduled Energy in the Day Ahead Energy Market and/or the Real Time Energy Market that are being undertaken by Seller at the time is having an adverse effect (financial or otherwise) on Buyer (a **"Transfer Change Notice"**), Buyer and Seller will negotiate in good faith to alter the manner in which those transfers are occurring. Buyer will use commercially reasonable efforts to coordinate any Transfer Change Notice under this Agreement with the purchasers of Energy and RECs under the Other Agreements. Any alterations to the portions of Scheduled Energy being offered and settled in, or the manner in which transfers of Scheduled Energy are being undertaken by Seller in respect of, the Day Ahead Energy Market and/or the Real Time Energy Market, in each case pursuant to this Section 4.2(a), shall be implemented in a reasonable timeframe determined by Seller. Notwithstanding any other provision of this Agreement, if during the Term of this Agreement the LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, is negative, or, in the reasonable opinion of Seller, is likely to become negative, then Seller may deliver to Buyer (via electronic mail) a written notice stating that such condition has occurred or is likely to occur and the period during which such condition has occurred or is likely to occur. Buyer and Seller hereby agree that in such event Seller shall be under no obligation to schedule or Deliver Products to the Delivery Point during such period. Seller shall provide Buyer with detailed information, including but not limited to, the start and stop times of such periods of curtailment under this Section 4.2(a) as well as the quantity curtailed, for all such periods of non-delivery during the preceding calendar month which information shall be provided prior to Seller's delivery of the invoice to Buyer.

(b) The Parties agree to use commercially reasonable efforts to comply with all applicable NYISO and Transmission Provider rules and regulations and ISO-NE Rules and ISO-NE Practices in connection with the Scheduling and Delivery of Scheduled Energy hereunder. Penalties or similar charges assessed by a Transmission Provider and caused by noncompliance of Seller with the Scheduling obligations set forth in this Section 4.2 shall be the responsibility of Seller.

(c) Without limiting the generality of this Section 4.2, Seller or the party with whom Seller contracts pursuant to Section 3.5(e) shall at all times during the Services Term be designated as the "Lead Market Participant" (or any similar designation) for the Facility within ISO-NE and NYISO and shall be solely responsible for any obligations and liabilities imposed by ISO-NE or NYISO or under the ISO-NE Rules and ISO-NE Practices or any NYISO Rules with respect to the Facility, including all charges, penalties, financial assurance obligations, losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE, NYISO, or applicable system costs or charges associated with transmission to and at the Delivery Point. To the extent Buyer incurs such costs, charges, penalties or losses which are the responsibility of Seller, (including amounts not credited to Buyer as described in Section 4.2(a)), Seller shall reimburse Buyer for the same.

4.3 Failure of Seller to Deliver Products. In the event that Seller fails to Deliver the Minimum Required Deliveries in any Contract Year, and such failure is not excused under the express terms of this Agreement (including, without limitation, Section 4.2(a)) (a **"Delivery Failure"**), Seller shall pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages. Such payment shall be due no later than the date for Buyer's payment for the applicable month as set forth in Section 5.2 hereof. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to a Delivery Failure would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Cover Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages. Notwithstanding any other provision of this Agreement, the payment of Cover Damages by Seller shall be Buyer's sole and exclusive remedy for a Delivery Failure except to the extent such a failure constitutes an Event of Default pursuant to Section 9.2(h). For purposes of illustration, an example calculation of Cover Damages is set forth on Exhibit F.

4.4 Failure by Buyer to Accept Delivery of Products. If Buyer fails to accept all or part of any of the Products to be purchased by Buyer hereunder, and such failure to accept (a) is not the result of Reliability Curtailment or (b) is not otherwise excused under the terms of this Agreement (a **"Rejected Purchase"**), then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred, an amount for such Rejected Purchase equal to the Resale Damages. Each Party agrees and acknowledges that (i) the damages that Seller would incur due to a Rejected Purchase would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Resale Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

4.5 Delivery Point.

(a) All Scheduled Energy shall be Delivered hereunder by Seller to Buyer at the Delivery Point. Seller shall be responsible for making all arrangements and paying all costs associated with delivering the Scheduled Energy to the Delivery Point, consistent with all standards and requirements set forth by the FERC, ISO-NE, NYISO, and any other applicable Governmental Entity or tariff.

(b) Seller shall be responsible for all applicable charges associated with transmission interconnection, service and delivery charges, including all related Transmission Provider administrative fees, uplift, socialized charges, and all other charges in connection with the satisfaction of Seller's obligations hereunder, including without limitation the Delivery of Scheduled Energy to and at the Delivery Point. Seller shall indemnify and hold harmless Buyer for any such charges, fees, or expenses imposed upon Buyer by operation of Transmission Provider Rules or otherwise in connection with Seller's performance of its obligations hereunder.

(c) Seller shall not be responsible for any transmission charges, service and delivery charges or any other Transmission Provider fees or charges incurred in connection with the transmission of Scheduled Energy after the Delivery Point.

4.6 Metering.

(a) Metering. All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the **"Meters"**), shall be installed, operated, maintained and tested at Seller's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by NERC, the Interconnecting Utility, NYISO, and ISO-NE; provided that each Meter shall be tested at Seller's expense once each Contract Year. All Meters used to provide data for the computation of payments shall be sealed and Seller shall break the seal only when such Meters are to be inspected and tested (or adjusted) in accordance with this Section 4.6. Seller shall provide Buyer with a copy of all metering and calibration information and documents regarding the Meters promptly following receipt thereof by Seller.

(b) Measurements. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Metered Output generated by the Facility; provided however, that Seller, upon request of Buyer and at Buyer's expense (if more frequently than annually as provided for in Section 4.6(a)), shall cause the Meters to be tested by the Interconnecting Utility in whose territory the Facility is located, and if any Meter is out of service or is determined to be registering inaccurately by more than two percent (2%), (i) the measurement of Metered Output produced by the Facility shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, in accordance with the filed tariff of such Interconnecting Utility, the ISO-NE Tariff, or the NYISO Tariff, whichever is applicable, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder and (ii) Seller shall reimburse Buyer for the cost of such test of the Meters. Meter readings shall be adjusted to take into account the losses to Deliver the Metered Output to the Delivery Point. Seller shall make recorded meter data available monthly to the Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test (at its own expense) any of the Meters at the Facility at reasonable times and upon reasonable notice from Buyer to Seller. Buyer shall have the right to have a representative present during any testing or calibration of the Meters at the Facility by Seller. Seller shall provide Buyer with timely notice of any such testing or calibration.

(d) Audit of Meters. Buyer shall have access to the Meters and the right to audit all information and test data related to such Meters.

(e) Notice of Malfunction. Seller shall provide Buyer with prompt notice of any malfunction or other failure of the Meters or other telemetry equipment necessary to accurately report the quantity of Metered Output being produced by the Facility. If any Meter is found to be inaccurate by more than two percent (2%), the meter readings shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder.

(f) Telemetry. The Meters shall be capable of sending meter telemetry data, and Seller shall provide Buyer with simultaneous access to such data at no additional cost to Buyer. This provision is in addition to any requirements of Seller under the NYISO Rules and ISO-NE Rules and ISO-NE Practices, including ISO-NE Operating Procedure No. 18.

4.7 RECs.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to Buyer's Percentage Entitlement of the RECs during the Services Term in accordance with the terms of this Section 4.7. The amount of RECs transferred from Seller to Buyer under this Agreement for any hour (or shorter period to the extent that ISO-NE schedules Energy deliveries over a shorter period) will be the equivalent of the lesser of the Buyer's Percentage Entitlement of the Metered Output or Buyer's Percentage Entitlement of the Scheduled Energy during that hour (or such shorter period).

(b) Regarding the RPS:

(i) Except as provided in subsection (ii) of this Section 4.7(b), all Scheduled Energy provided by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility pursuant to the RPS, and Seller's failure to satisfy such requirements shall constitute an Event of Default pursuant to Section 9.1(c) of this Agreement except as provided in Section 4.7(b)(ii) below; and

(ii) If solely as a result of a change in Law, Scheduled Energy provided by Seller to Buyer from the Facility under this Agreement no longer meets the requirements for eligibility pursuant to the RPS, such will not constitute an Event of Default under Article 9, provided Seller promptly uses commercially reasonable efforts to ensure that

qualification will continue after the change in Law. If, notwithstanding such commercially reasonable efforts and solely as a result of change in Law, the Facility does not qualify as a RPS Class I Renewable Generation Unit, then (A) Seller shall continue to sell, and Buyer shall continue to purchase Scheduled Energy under this Agreement at the Price for such Scheduled Energy in accordance with Section 5.1 and (B) any purchases and sales of RECs shall be in accordance with Section 4.1(b).

(c) At Seller's sole cost, Seller shall also obtain and maintain throughout the Services Term qualification as a RPS Class I generation resource under the renewable portfolio standard or similar law of New York and the New England states of Connecticut, Maine, New Hampshire, and Rhode Island], to the extent the renewable energy technology used in, and other characteristics of (including location, transmission, environmental effects and operating characteristics), the Facility are and remain eligible under such renewable portfolio standard or similar law. At Buyer's request and at Seller's sole cost, Seller shall also obtain qualification under any federal renewable energy standard, to the extent the renewable energy technology used in, and other characteristics of (including location, transmission, environmental effects and operating characteristics), the Facility are and remain eligible under such renewable portfolio standard, renewable energy standard or similar law, and Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maintain such qualification at all times during the Services Term unless otherwise agreed by Buyer. Notwithstanding the foregoing, nothing in this Section 4.7(c) shall require Seller to expend more than $100,000, in the aggregate, under this Agreement and all Other Agreements, during the Services Term and the term of such Other Agreements on any modifications to the Facility or the related characteristics to permit the Facility to qualify as a Class I generation resource under the renewable portfolio standard or similar law of New York and the New England states of Connecticut, Maine, New Hampshire, and Rhode Island and under any federal renewable energy standard. In the event that any such qualification(s) would require the expenditure of more than $100,000, in the aggregate, under this Agreement and all Other Agreements, during the Services Term or the term of such Other Agreements, then Buyer may require Seller to expend up to $100,000 for such qualification(s) so long as Buyer, either individually or together with one or more of the purchasers of Energy and RECs under the Other Agreements, agrees to expend, or reimburse Seller for the expenditures of, the amounts in excess of $100,000 that are required for such qualification(s). To the extent Seller qualifies the Facility as a RPS Class I generation resource pursuant to this Section 4.7(c), Seller shall submit to Buyer any information required by any state or federal agency with regard to administration of its rules regarding Environmental Attributes or its renewable energy standard or renewable portfolio standard or Seller's qualification under the foregoing.

(d) Seller shall comply with all GIS Operating Rules relating to the creation and transfer of all RECs to be purchased by Buyer under this Agreement and all other GIS Operating Rules to the extent required for Buyer to achieve the full value of the RECs associated with the Scheduled Energy Delivered hereunder. Seller shall also comply with all NYGATS rules and procedures to the extent required to Deliver RECs to Buyer under this Agreement. In addition, at Buyer's request, Seller shall use commercially reasonable efforts to register with and comply with

the rules and requirements of any other tracking system or program that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes, which compliance shall be at Seller's sole cost if such registration and compliance is requested in connection with Section 4.7(c) above and shall be at Buyer's sole cost in other instances.

(e) Prior to the Delivery of any Scheduled Energy hereunder, either (i) Seller shall cause Buyer to be registered in the GIS as the initial owner of all Certificates to be Delivered hereunder to Buyer or (ii) Seller and Buyer shall effect an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) of the Certificates to be Delivered hereunder to Buyer in the GIS for the Services Term; provided, however, that no payment shall be due to Seller for any RECs until the Certificates are actually deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing.

(f) The Parties intend for the transactions entered into hereunder to be physically settled, meaning that the RECs are intended to be Delivered in the GIS account of Buyer or its designee as set forth in this Section 4.7.

5. PRICE AND PAYMENTS FOR PRODUCTS

5.1 Price for Products. All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit D; provided, however, that if the RECs fail to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit and Buyer does not purchase the RECs pursuant to Section 4.1(b), then all Scheduled Energy Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price for Scheduled Energy only, as specified in Exhibit D. Other than the (i) payment for the Products under this Section 5.1, (ii) payments related to Meter testing under Section 4.6(b), (iii) payments related to Meter malfunctions under Section 4.6(e), (iv) payment of any Resale Damages under Section 4.4, (v) payment of interest on late payments under Section 5.3, (vi) payments for reimbursement of Buyer's Taxes under Section 5.4(a), (vii) return of any Credit Support under Section 6.3, and (viii) payment of any Termination Payment due from Buyer under Section 9.3, Buyer shall not be required to make any other payments to Seller under this Agreement, and Seller shall be solely responsible for all costs and losses incurred by it in connection with the performance of its obligations under this Agreement. In the event that the LMP for the Scheduled Energy at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable pursuant to Section 4.2(a), is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (y) such Scheduled Energy Delivered in such hour and (z) the absolute value of the hourly Day Ahead LMP or Real Time LMP at the Delivery Point, as applicable pursuant to Section 4.2(a).

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all charges and payments under this Agreement. On or before the fifteenth (15th) day following the end of each month, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder during the preceding month, based on the Scheduled Energy Delivered to Buyer in the

preceding month, and any RECs deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing in the preceding month. Such invoice shall contain supporting detail for all charges reflected on the invoice, and Seller shall provide Buyer with additional supporting documentation and information as Buyer may request.

(b) Timeliness of Payment. All undisputed charges shall be due and payable in accordance with each Party's invoice instructions on or before the later of (x) fifteen (15) days from receipt of the applicable invoice or (y) the last day of the calendar month in which the applicable invoice was received (or in either event the next Business Day if such day is not a Business Day). Each Party shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. All payments due under this Agreement shall be paid in immediately available funds. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Late Payment Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(c) Disputes and Adjustments of Invoices.

(i) All invoices rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on changes resulting from recent ISO-NE billing statements or revisions, if any, to previous ISO-NE billing statements. If ISO-NE resettles any invoice which relates to the Products sold under this Agreement and (a) any charges thereunder are the responsibility of the other Party under this Agreement or (b) any credits issued thereunder would be due to the other Party under this Agreement, then the Party receiving the invoice from ISO-NE shall in the case of (a) above invoice the other Party or in the case of (b) above pay the amount due to the other Party. Any invoices issued or amounts due pursuant to this Section shall be invoiced or paid as provided in this Section 5.2.

(ii) Within twelve (12) months of the issuance of an invoice the Seller may adjust any invoice for any arithmetic or computational error and shall provide documentation and information supporting such adjustment to Buyer. Within twelve (12) months of the receipt of an invoice (or an adjusted invoice), the Buyer may dispute any charges on that invoice. In the event of such a dispute, the Buyer shall give notice to the Seller and shall state the basis for the dispute. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment or refund shall be made within ten (10) days of such resolution along with interest accrued at the Late Payment Rate from and including the due date (or in the case of a refund, the payment date) but excluding the date paid. Any claim for additional payment is waived unless the Seller issues an adjusted invoice within twelve (12) months of

issuance of the original invoice. Any dispute of charges is waived unless the Buyer provides notice of the dispute to the Seller within twelve (12) months of receipt of the invoice (or adjusted invoice) including such charges.

(d) Netting of Payments. The Parties hereby agree that they may discharge mutual debts and payment obligations due and owing to each other under this Agreement on the same date through netting of such monetary obligations, in which case all amounts owed by each Party to the other Party for the purchase and sale of Products during the monthly billing period under this Agreement, including any related damages calculated pursuant to this Agreement, interest, and payments or credits, may be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, such Party shall pay such sum in full when due. The Parties agree to provide each other with reasonable detail of such net payment or net payment request.

5.3 Interest on Late Payment or Refund. A late payment charge shall accrue on any late payment or refund as specified above at the lesser of (a) the prime rate specified in the "Money & Investing" section of The Wall Street Journal (or, if such rate is not published therein, in a successor index mutually selected by the Parties) plus 1% per cent, and (b) the maximum rate permitted by applicable Law in transactions involving entities having the same characteristics as the Parties (the **"Late Payment Rate"**).

5.4 Taxes, Fees and Levies.

(a) Seller shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with the Facility or delivery or sale of the Products ("**Seller's Taxes**"). Buyer shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with such Products after Delivery of such Products to Buyer, or imposed on or associated with the purchase of such Products by Buyer (other than ad valorem, franchise or income taxes which are related to the sale of the Products and are, therefore, the responsibility of Seller) ("**Buyer's Taxes**"). In the event Seller shall be required by law or regulation to remit or pay any Buyer's Taxes, Buyer shall reimburse Seller for such payment. In the event Buyer shall be required by law or regulation to remit or pay any Seller's Taxes, Seller shall reimburse Buyer for such payment, and Buyer may also elect to deduct any of the amount of any such Seller's Taxes from the amount due to Seller under Section 5.2. Buyer shall have the right to all credits, deductions and other benefits associated with taxes paid by Buyer or reimbursed to Seller by Buyer as described herein. Nothing shall obligate or cause a Party to pay or be liable to pay any taxes, fees and levies for which it is exempt under law.

(b) Seller shall bear all risks and retain all benefits, financial and otherwise, throughout the Term, associated with Seller's or the Facility's eligibility to receive any federal or state tax credits, to qualify for accelerated depreciation for Seller's accounting, reporting or tax purposes, or to receive any other favorable tax or accounting right or benefit, or any grant or subsidy from a Governmental Entity or other Person. Seller's obligations under this Agreement shall be effective regardless of whether the Facility is eligible for or receives, or the transactions

contemplated under this Agreement are eligible for or receives, any federal or state tax credits, grants or other subsidies or any particular accounting, reporting or tax treatment.

6. SECURITY FOR PERFORMANCE

6.1 Seller's Support.

(a) Seller shall be required to post Credit Support in the amount of $593,460 to secure Seller's obligations in the period between the Effective Date and the Commercial Operation Date (**"Development Period Security"**). $356,076 of the Development Period Security shall be provided to Buyer on the Effective Date; and the remaining $237,384 of the Development Period Security shall be provided to Buyer within fifteen (15) Business Days after receipt of the Regulatory Approval. If at any time prior to the Commercial Operation Date, the amount of Development Period Security is reduced as a result of Buyer's draw upon such Development Period Security to less than the amount of Development Period Security required to be provided by Seller through the period ending fifteen (15) days after receipt of the Regulatory Approval, within five (5) Business Days of that draw Seller shall replenish such Development Period Security to the amount of Development Period Security required to be provided by Seller through the period ending fifteen (15) days after receipt of the Regulatory Approval. Buyer shall return any undrawn amount of the Development Period Security to Seller within thirty (30) days after the later of (x) Buyer's receipt of an undisputed notice from Seller that the Commercial Operation Date has occurred or (y) Buyer's receipt of the full amount of the Operating Period Security (except to the extent that Development Period Security is converted into Operating Period Security as provided in Section 6.1(b)).

(b) Beginning not later than ten (10) days following the Commercial Operation Date, Seller shall provide Buyer with Credit Support to secure Seller's obligations under this Agreement after the Commercial Operation Date through and including the date that all of Seller's obligations under this Agreement are satisfied (**"Operating Period Security"**). The Operating Period Security shall be in the amount of $474,768; provided that, if the Contract Maximum Amount is adjusted pursuant to Section 3.3(b), then the Operating Period Security shall be an amount equal to $20,000.00 multiplied by the Contract Maximum Amount, as adjusted in accordance with Section 3.3(b). If at any time on or after the Commercial Operation Date, the amount of Operating Period Security is reduced as a result of Buyer's draw upon such Operating Period Security, within five (5) Business Days of that draw Seller shall replenish such Operating Period Security to the total amount required under this Section 6.1(b).

6.2 Cash Deposits. Any cash provided by Seller as Credit Support under this Agreement shall be held in an account selected by Buyer in its reasonable discretion. Interest shall accrue on that cash deposit at the daily Federal Funds Rate and shall be remitted to Seller upon written request to Buyer, with such request not more often than on a quarterly basis and Buyer shall remit such accrued interest to the Seller within a reasonable time following receipt of such request. Seller agrees to comply with the commercially reasonable requirements of Buyer in connection with the receipt and retention of any cash provided as Credit Support under this Agreement.

6.3 Return of Credit Support. Any unused Credit Support provided under this Agreement shall be returned to Seller only after any such Credit Support has been used to satisfy

any outstanding obligations of Seller in existence at the time of the expiration or termination of this Agreement. Provided such obligations have been satisfied, such Credit Support shall be returned to Seller within thirty (30) days after the earlier of (a) the expiration of the Term of this Agreement or (b) termination of this Agreement under Section 8.1, Section 8.2, Section 9.3(b) or Section 10.1(c).

6.4 Buyer's Rights and Remedies. If at any time an Event of Default with respect to Seller has occurred and is continuing, then, unless Seller has paid in full all of its obligations hereunder that are then due, without limiting any other rights and remedies Buyer may have under this Agreement or otherwise at law or in equity, Buyer may exercise one or more of the following rights and remedies: (i) all rights and remedies available to a secured party under applicable Law with respect to Credit Support held by Buyer, and (ii) the right to liquidate any Credit Support held by Buyer and to apply the proceeds of such liquidation to any amounts payable to Buyer with respect to Seller's obligations hereunder in such order as Buyer may elect. For the purpose of this Section 6.4, Buyer may draw on the undrawn portion of any letter of credit provided as Credit Support up to the amount of Seller's outstanding obligations hereunder. Seller shall remain liable for amounts due and owed to Buyer that remain unpaid after the application of Credit Support pursuant to this Section 6.4.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

7.1 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Organization and Good Standing; Power and Authority. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of Massachusetts. Subject to the receipt of the Regulatory Approval, Buyer has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Due Authorization; No Conflicts. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly authorized by all necessary actions on the part of Buyer and do not and, under existing facts and Law, shall not: (i) contravene its certificate of incorporation or any other governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) subject to receipt of the Regulatory Approval, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing.

(c) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Buyer and, assuming the due execution hereof and performance hereunder by Seller and receipt of the Regulatory Approval, constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(d) No Proceedings. Except to the extent relating to the Regulatory Approval, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Buyer or any of its properties (including, without limitation, this Agreement) which (i) relate in any manner to this Agreement or any transaction contemplated hereby, or (ii) Buyer reasonably expects to lead to a material adverse effect on (A) the validity or enforceability of this Agreement or (B) Buyer's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. Except to the extent associated with the Regulatory Approval, the execution, delivery and performance by Buyer of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken or that shall be duly obtained, made or taken on or prior to the date required, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable as required under applicable Law.

(f) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Buyer and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(g) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Buyer, or, to Buyer's knowledge, threatened against it.

(h) No Default. As of the Effective Date, no Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Buyer of its obligations under this Agreement.

7.2 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Organization and Good Standing; Power and Authority. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware. Subject to the receipt of the Permits listed in Exhibit B and any Related Transmission Approvals, Seller has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds, or shall hold, prior to the date on which they are required, all rights and entitlements (including without limitation all transmission rights) necessary to construct, own and operate the Facility and to deliver the Products to the Buyer in accordance with this Agreement.

(c) Due Authorization; No Conflicts. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly authorized by all necessary actions on the part of Seller and do not and, under existing facts and Law, shall not: (i) contravene any of its governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) assuming receipt of the Permits listed on Exhibit B and any Related Transmission Approvals, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing. Seller will not be disqualified from or be materially adversely affected in the performance of any of its obligations under this Agreement by reason of market power or affiliate transaction issues under federal or state regulatory requirements.

(d) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Seller and, assuming the due execution hereof and performance hereunder by Buyer and receipt of the Permits listed on Exhibit B and any Related Transmission Approvals, constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(e) No Proceedings. Except to the extent associated with the Permits listed on Exhibit B and any Related Transmission Approvals, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Seller or any of its properties (including, without limitation, this Agreement) which (i) relate in any manner to this Agreement or any transaction contemplated hereby or (ii) Seller reasonably expects to lead to a material adverse effect on (A) the validity or enforceability of this Agreement or (B) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. Subject to the receipt of the Permits listed on Exhibit B on or prior to the date such Permits are required under applicable Law and subject to the receipt of the Related Transmission Approvals on or prior to the date such Related Transmission Approvals are required under Applicable Law, the execution, delivery and performance by Seller of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable. As of the Effective Date, Seller expects to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits have not previously been received.

(g) RPS Class I Renewable Generation Unit. The Facility shall be eligible to become qualified as a RPS Class I Renewable Generation Unit, and, on the Commercial Operation Date, the Facility shall be a RPS Class I Renewable Generation Unit, qualified by the DOER as eligible to participate in the RPS program, under 225 CMR 14.00.

(h) Title to Products. Seller has and shall have good and marketable title to all Products sold and Delivered to Buyer under this Agreement, free and clear of all liens, charges and encumbrances. Except as permitted in this Agreement, Seller has not sold and shall not sell any such Products to any other Person, and no Person other than Seller can claim an interest in any Product to be sold to Buyer under this Agreement.

(i) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Seller and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(j) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Seller, or, to Seller's knowledge, threatened against it.

(k) No Misrepresentations. The reports and other submittals by Seller to Buyer under this Agreement are not false or misleading in any material respect.

(l) No Default. As of the Effective Date, no Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Seller of its obligations under this Agreement.

(m) Site Control. As of the Effective Date, (A) other than with respect to the State Forest Easement and the easements related to transmission collection lines for the Facility, Seller either (i) has acquired all real property rights to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility, to construct the Network Upgrades (to the extent it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement or (ii) has an irrevocable option to acquire such real property rights and the only condition upon Seller's exercise of such option to acquire such real property rights is the payment of an amount that represents the fair market value of such real property rights, and (B) the terms of the authorizing legislation for the State Forest Easement are acceptable to Seller (including without limitation the price to be paid for the State Forest Easement) and Seller is not aware of any impediment to obtaining the State Forest Easement on commercially reasonable terms.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Section are made as of the Effective Date and, unless any such representation or warranty is made as of the Effective Date or another specific date, are deemed made continually throughout the Term, subject to the removal of the references to the Regulatory Approval and Permits as and when the Regulatory Approval and Permits are obtained. If at any time during the Term, a Party obtains actual knowledge of any event or information which causes any of the representations and warranties in this Article 7 to be untrue or misleading, such Party shall provide the other Party with prompt written notice of the event or information, the representations and warranties affected, and the corrective action such Party shall take. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

7.4 Forward Capacity Market Participation. Seller must take (i) all necessary and appropriate actions to qualify and participate; and (ii) commercially reasonable actions to be selected and compensated in every auction applicable to the Services Term, in any capacity market, including the Forward Capacity Market and any successor capacity market. Subject to Good Utility Practice and the manufacturer's guidelines for all material components of the Facility, Seller shall operate the Facility in a manner to maximize the Capacity Supply Obligation of the Facility. Seller shall use best efforts to make Network Upgrades such that the maximum output of the Facility shall be qualified to participate in the FCM. Seller shall provide documentation to the Buyer demonstrating the satisfaction of the foregoing obligations. Notwithstanding the foregoing, Seller shall have no obligation under this Section 7.4 unless and until Seller can participate in the FCM as provided in the ISO-NE Rules, as revised from time to time at materially no more cost or risk than would be incurred by a wind generating facility of comparable size within the ISO-NE control area under the ISO-NE Rules at that time. Notwithstanding the foregoing, nothing in this Agreement shall entitle Buyer to any capacity revenues related to the Facility.

8. REGULATORY APPROVAL

8.1 Receipt of Regulatory Approval. The obligations of the Parties to perform this Agreement, other than the Parties' obligations under Section 6.1, Section 8.2, and Section 12, are conditioned upon and shall not become effective or binding until the earlier of: (a) the receipt of the Regulatory Approval and the receipt of final approval of the Other Agreements from the other Regulatory Agencies, or (b) both (i) the receipt of the Regulatory Approval from the MDPU, and (ii) Seller's delivery of written notice to Buyer that Seller elects to make this Agreement immediately effective and binding, which such notice may be delivered to Buyer at any time between the receipt of the Regulatory Approval from the MDPU and fifteen (15) days after the other Regulatory Agencies issue final decisions with respect to the Other Agreements. Buyer shall (A) file for the Regulatory Approval within one hundred eighty (180) days of the Effective Date and (B) notify Seller within five (5) Business Days after receipt of the Regulatory Approval or receipt of any other order of the MDPU regarding this Agreement. This Agreement may be terminated by either Buyer or Seller in the event that (1) Regulatory Approval is not received from the MDPU within two hundred seventy (270) days after filing for the Regulatory Approval, or (2) either (y) the final approval of the Other Agreements from the other Regulatory Agencies has not been received or (z) Seller has not given notice to Buyer that it elects to make this Agreement effective and binding, in the case of either subclause (y) or (z), within two hundred seventy (270) days after filing for the Regulatory Approval. Any such termination of this Agreement by either Buyer or Seller shall be without further liability to either Party, subject to the return of Credit Support as provided in Section 6.3.

8.2 Related Transmission Approvals. The obligation of the Parties to perform this Agreement is further conditioned upon the receipt of any Related Transmission Approvals on or prior to the date such Related Transmission Approvals are required under Applicable Law.

9. BREACHES; REMEDIES

9.1 Events of Default by Either Party. It shall constitute an event of default (**"Event of Default"**) by either Party hereunder if:

(a) Representation or Warranty. Any breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement occurs and, with respect to the period after the Effective Date, such breach would materially and adversely affect the ability of such Party to perform its obligations under this Agreement, where such breach is not fully cured and corrected within thirty (30) days after the Non-Defaulting Party has provided written notice to the Defaulting Party; or

(b) Payment Obligations. Any undisputed payment due and payable hereunder is not made on the date due, and such failure continues for more than ten (10) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than:

(i) a failure to Deliver Scheduled Energy and RECs as specified in Section 9.2(h),

(ii) a Delivery Failure (the sole remedy for which shall be the payment of Cover Damages as set forth in Section 4.3 except to the extent such Failure constitutes an Event of Default pursuant to Section 9.2(h)),

(iii) failure of the Facility to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date,

(iv) a failure to maintain the RPS eligibility requirements as a result of a change in Law (the remedies for which are set forth in Section 4.7(b)),

(v) a Rejected Purchase (the sole remedy for which shall be the payment of Resale Damages as set forth in Section 4.4), or

(vi) an Event of Default described in Section 9.1(a), 9.1(b), 9.1(d), 9.1(e) or 9.2,

such Party fails to perform, observe or otherwise to comply with any obligation hereunder and such failure continues for more than thirty (30) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; provided, however, that such period shall be extended for an additional period of up to sixty (60) days if the Defaulting Party is unable to cure within the initial thirty (30) day period so long as corrective action has been taken by the Defaulting Party within such initial 30-day period and such cure is diligently pursued by the Defaulting Party until such Default had been corrected, but in any event shall be cured within ninety (90) days of the notice from the Non-Defaulting Party; or

(d) Bankruptcy. Such Party (i) is adjudged bankrupt or files a petition in voluntary bankruptcy under any provision of any bankruptcy law or consents to the filing of any bankruptcy or reorganization petition against such Party under any such law, or (without limiting the generality of the foregoing) files a petition to reorganize pursuant to 11 U.S.C. § 101 or any

similar statute applicable to such Party, as now or hereinafter in effect, (ii) makes an assignment for the benefit of creditors, or admits in writing an inability to pay its debts generally as they become due, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Party, or (iii) is subject to an order of a court of competent jurisdiction appointing a receiver or liquidator or custodian or trustee of such Party or of a major part of such Party's property, which is not dismissed within sixty (60) days; or

(e) Permit Compliance. Such Party fails to obtain and maintain or cause to be obtained and maintained in full force and effect any Permit (other than the Regulatory Approval) necessary for such Party to perform its obligations under this Agreement, and such failure is not cured within thirty (30) days after Seller has obtained actual knowledge of such failure. Upon Seller obtaining actual knowledge of such failure to obtain or maintain any Permit, Seller shall provide prompt written notice to Buyer regarding such failure and Seller's intent to cure.

9.2 Events of Default by Seller. In addition to the Events of Default described in Section 9.1, each of the following shall constitute an Event of Default by Seller hereunder if:

(a) Taking of Facility Assets. Any asset of Seller that is material to the construction, operation or maintenance of the Facility or the performance by Seller of its obligations hereunder is taken upon execution or by other process of law directed against Seller, other than by condemnation or eminent domain, or any such asset is taken upon or subject to any attachment by any creditor of or claimant against Seller and such attachment is not disposed of within sixty (60) days after such attachment is levied; or

(b) Failure to Maintain Credit Support. The failure of Seller to provide, maintain and/or replenish the Development Period Security or the Operating Period Security as required pursuant to Article 6 of this Agreement, and such failure continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller. For the avoidance of doubt, it shall be deemed an Event of Default if Seller provides Credit Support in the form of a letter of credit and, with respect to an outstanding letter of credit, one of the following events occurs with respect to the issuer of such letter of credit: (i) such issuer shall fail to be a Qualified Bank; (ii) such issuer shall fail to comply with or perform its obligations under such letter of credit; or (iii) such issuer shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such letter of credit, and (a) such failure, disaffirmation, disclamation, repudiation or rejection continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller and (b) Seller has not transferred replacement Credit Support meeting the requirements of this Agreement to Buyer within such five (5) Business Day period; or

(c) Energy Output. The failure of the Facility to produce Metered Output or to Deliver Scheduled Energy for twelve (12) consecutive months during the Services Term for any reason other than Force Majeure; or

(d) Failure to Satisfy ISO-NE or NYISO Obligations. The failure of Seller to satisfy, or cause to be satisfied (other than by Buyer), any material obligation under the ISO-NE Rules or ISO-NE Practices or the NYISO Rules applicable to the Facility, or any other material obligation with respect to ISO-NE or NYISO, after giving effect to any applicable cure period

thereunder, and such failure has a material adverse effect on the Facility or Seller's ability to perform its obligations under this Agreement and such failure is not cured within the later of (i) five (5) days of the occurrence of such failure by Seller and (ii) the lapse of any applicable cure period under the ISO-NE Rules, ISO-NE Practices or NYISO Rules, as applicable; or

(e) Failure to Meet Critical Milestones. The failure of Seller to satisfy any Critical Milestone by the date set forth therefor in Section 3.1(a), as the same may be extended in accordance with Section 3.1(c) and/or Section 2.2(d), as applicable; or

(f) Abandonment. On or after the Commercial Operation Date, the permanent relinquishment by Seller of all of its possession and control of the Facility, other than a transfer permitted under this Agreement; or

(g) Assignment. The assignment of this Agreement by Seller, or Seller's sale or transfer of its interest (or any part thereof) in the Facility, except as permitted in accordance with Article 14; or

(h) Recurring Failure to Deliver Energy and RECs. Seller has Delivered no Scheduled Energy or RECs for ten (10) or more consecutive days, except to the extent such failure is due solely to Force Majeure or the unavailability of the transmission interface between the ISO-NE and NYISO control areas, without regard to the cost Seller would incur to Deliver Scheduled Energy; or

(i) Failure to Provide Status Reports. A failure to provide timely, accurate and complete status reports in accordance with this Agreement, and such failure continues for more than thirty (30) days after notice thereof is given by the Buyer; or

(j) Failure to Maintain RPS Eligibility. A failure to maintain RPS eligibility requirements set forth in Section 4.7(b) for any reason other than a change in Law.

9.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence and during the continuance of an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to (i) withhold any payments due the Defaulting Party under this Agreement, (ii) suspend its performance hereunder, and (iii) exercise such other remedies as provided for in this Agreement including, without limitation, the termination right set forth in Section 9.3(b), and, to the extent not inconsistent with the terms of this Agreement, such remedies available at law and in equity. In addition to the foregoing, except for breaches for which an express remedy or measure of damages is provided herein, the Non-Defaulting Party shall retain its right of specific performance to enforce the Defaulting Party's obligations under this Agreement.

(b) Termination and Termination Payment. Upon the occurrence of an Event of Default, a Non-Defaulting Party may terminate this Agreement at its sole discretion by providing written notice of such termination to the Defaulting Party. If the Non-Defaulting Party terminates

this Agreement, it shall be entitled to calculate and receive as its sole remedy for such Event of Default a **"Termination Payment"** as follows:

(i) *Termination by Buyer Prior to Commercial Operation Date*. If Buyer terminates this Agreement because of an Event of Default by Seller occurring prior to the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the sum of (x) all Delay Damages due and owing by Seller through the date of such termination plus (y) the full amount of any Development Period Security provided to Buyer by Seller (including the amount of any Development Period Security required to be replenished hereunder).

(ii) *Termination by Seller Prior to Commercial Operation Date.* If Seller terminates this Agreement because of an Event of Default by Buyer prior to the Commercial Operation Date, Seller shall only receive a Termination Payment if the Commercial Operation Date either occurs on or before the Guaranteed Commercial Operation Date or would have occurred by such date but for the Event of Default by Buyer giving rise to the termination of this Agreement. In such case, (x) if Seller terminates this Agreement because of an Event of Default by Buyer prior to the Financial Closing Date, the Termination Payment due to Seller shall be equal to the lesser of: (i) Buyer's Percentage Entitlement of Seller's out-of-pocket expenses reasonably incurred in connection with the development and construction of the Facility prior to such termination and for which Seller has provided adequate documentation to enable Buyer to verify the expense claimed, or (ii) the Termination Payment due to Seller as calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller; and (y) if Seller terminates this Agreement because of an Event of Default by Buyer on or after the Financial Closing Date, the Termination Payment due to Seller shall be calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller. For purposes of this Section 9.3(b)(ii), Seller's "out-of-pocket" expenses shall include all payments reasonably and actually made by Seller as of the termination date, including any down payments made to any third party equipment provider or the Interconnecting Utility, as well as all re-stocking fees, termination or cancellation payments, breakage costs or similar payments under any agreements between Seller and any third party.

(iii) *Termination by Buyer On or After Commercial Operation Date.* If Buyer terminates this Agreement because of an Event of Default by Seller occurring on or after the Commercial Operation Date, the

Termination Payment due to Buyer shall be equal to the greater of: (i) the security provided in accordance with Article 6, or (ii) the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of default, plus 300 basis points, for each month remaining in the Services Term, of (i) the amount, if, any, by which the forward market price of Energy and Renewable Energy Credits, as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Buyer, for Replacement Energy and Replacement RECs, exceeds the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, multiplied by (ii) Buyer's Percentage Entitlement of the projected Scheduled Energy as determined by a recognized third party expert selected by Buyer, using a probability of exceedance basis of 50% and assuming no more than the Minimum Required Deliveries are Delivered; plus, (y) any costs incurred by Buyer as a result of the Event of Default and termination of the Agreement. All such amounts shall be determined by Buyer in good faith and in a commercially reasonable manner, and Buyer shall provide Seller with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iii).

(iv) *Termination by Seller On or After Commercial Operation Date.* If Seller terminates this Agreement because of an Event of Default by Buyer occurring on or after the Commercial Operation Date, the Termination Payment due to Seller shall be equal to the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of default, plus 300 basis points, for each month remaining in the Services Term, of (i) the amount, if, any, by which the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, exceeds the forward market price of Energy and Renewable Energy Credits as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Seller, for Replacement Energy and Replacement RECs, multiplied by (ii) Buyer's Percentage Entitlement of the projected Scheduled Energy as determined by a recognized third party expert selected by Seller using a probability of exceedance basis of fifty percent (50%) and assuming no more than the Minimum Required Deliveries are Delivered; plus, (y) any costs incurred by Seller as a result of the Event of Default and termination of the Agreement. All such amounts shall be determined by Seller in good faith and in a commercially reasonable manner, and

Seller shall provide Buyer with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iv).

(v) *Acceptability of Liquidated Damages.* Each Party agrees and acknowledges that (i) the damages that the Parties would incur due to an Event of Default would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Termination Payment as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(vi) *Payment of Termination Payment.* The Defaulting Party shall make the Termination Payment within ten (10) Business Days after such notice is effective, regardless whether the Termination Payment calculation is disputed. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall within ten (10) Business Days of receipt of the calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. If the Parties are unable to resolve the dispute within thirty (30) days, Article 11 shall apply.

(c) Set-off. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to withhold and set off any amounts owed by the Non-Defaulting Party to the Defaulting Party against any payments and any other amounts owed by the Defaulting Party to the Non-Defaulting Party, including any Termination Payment payable as a result of any early termination of this Agreement.

(d) Notice to Lenders. Seller shall provide Buyer with a notice identifying a single Lender (if any) to whom default notices are to be issued. Buyer shall provide a copy of the notice of any default of Seller under this Article 9 to that Lender, and Buyer shall afford such Lender the same opportunities to cure Events of Default under this Agreement as are provided to Seller hereunder.

(e) Limitation of Remedies, Liability and Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY,

SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

10. FORCE MAJEURE

10.1 Force Majeure.

(a) The term **"Force Majeure"** means an unusual, unexpected and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that directly prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (v) any full or partial curtailment in the electric output of the Facility that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or design, manufacturing or other flaws in the equipment comprising the Facility or flaws in the installation of that equipment, unless such curtailment is caused by an Act of God such as a flood, hurricane or tornado, or by sabotage, terrorism or war, (w) any occurrence or event that solely increases the costs or causes an economic hardship to a Party, (x) any occurrence or event that was caused by or contributed to by the Party claiming the Force Majeure, (y) Seller's ability to sell the Products at a price greater than that set out in this Agreement, or (z) Buyer's ability to procure the Products at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely obtain and maintain all necessary Permits (excepting the Regulatory Approval until final and non-appealable) or qualifications, any delay or failure in satisfying the Critical Milestone obligations specified in Section 3.1(a)(i) (Site Control), Section 3.1(a)(ii) (Permits) or Section 3.1(a)(iv) (Financing), a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure or be the basis for a claim of Force Majeure. Neither Party may raise a claim of Force Majeure due to the failure of a third party to perform its obligations unless such failure itself would constitute Force Majeure under this Agreement. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider or another failure or inability to obtain transmission service unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Metered Output to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and

circumstances which in the aggregate with such factors establish that a Force Majeure as defined herein has occurred.

(b) Subject to Section 3.1(d), if either Party is unable, wholly or in part, by Force Majeure to perform obligations under this Agreement, such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be promptly corrected to the extent it may be corrected through the exercise of due diligence. Neither party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure.

(c) Notwithstanding the foregoing if, after the Commercial Operation Date, any Force Majeure prevents full or partial performance under this Agreement for a period of twelve (12) months or more, the Party whose performance is not prevented by Force Majeure shall have the right to terminate this Agreement upon written notice to the other Party and without further recourse. If any Force Majeure prevents full or partial performance under this Agreement before the Commercial Operation Date, Section 3.1(d) will apply to such Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its stated Term.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a **"Dispute"**), in addition to any other remedies provided hereunder, the Parties shall attempt to resolve such Dispute through consultations between the Parties. If the Dispute has not been resolved within fifteen (15) Business Days after such consultations between the Parties, then either Party may seek to resolve such Dispute in the courts of Massachusetts in accordance with Section 11.3; provided, however, if the Dispute is subject to FERC's jurisdiction over wholesale power contracts, then either Party may elect to proceed with the mediation through FERC's Dispute Resolution Service; provided, however, that if one Party fails to participate in the negotiations as provided in this Section 11.1, the other Party can initiate mediation prior to the expiration of the thirty (30) Business Days. Unless otherwise agreed, the Parties will select a mediator from the FERC panel. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes. To the fullest extent permitted by law, any mediation proceeding and any settlement shall be maintained in confidence by the Parties.

11.2 Allocation of Dispute Costs. The fees and expenses associated with mediation shall be divided equally between the Parties, and each Party shall be responsible for its own legal fees, including but not limited to attorney fees, associated with any Dispute. The Parties may, by written

agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in FERC's rules for mediation.

11.3 Consent to Jurisdiction. Subject to Section 11.1, the Parties agree to the exclusive jurisdiction of the state and federal courts located in Massachusetts for any legal proceedings that may be brought by a Party arising out of or in connection with any Dispute.

11.4 Waiver of Jury Trial and Inconvenient Forum Claim. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT. BOTH PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE AS SET FORTH IN THIS ARTICLE 11 AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

12. CONFIDENTIALITY

12.1 Nondisclosure. Buyer and Seller each agrees not to disclose to any Person and to keep confidential, and to cause and instruct its Affiliates, officers, directors, employees, partners and representatives not to disclose to any Person and to keep confidential, any non-public information relating to the terms and provisions of this Agreement, any financial statements delivered pursuant to Section 16.2, any information relating to the Products to be supplied by Seller hereunder, and such other non-public information that is designated as "Confidential." Notwithstanding the foregoing, any such information may be disclosed:

(a) to the extent Buyer determines it is appropriate in connection with efforts to obtain or maintain the Regulatory Approval or to seek rate recovery for amounts expended by Buyer under this Agreement;

(b) as required by applicable laws, regulations, filing requirements, rules or orders or by any subpoena or similar legal process of any Governmental Entity so long as the disclosing Party gives the non-disclosing Party written notice at least three (3) Business Days prior to such disclosure, if practicable;

(c) to the Affiliates of either Party and to the consultants, attorneys, auditors, financial advisors, lenders or potential lenders, investors or potential investors and their respective advisors of either Party or their Affiliates, but solely to the extent they have a need to know that information;

(d) in order to comply with any rule or regulation of any Transmission Provider stock exchange or similar Person or for financial disclosure purposes;

(e) to the extent the non-disclosing Party shall have consented in writing prior to any such disclosure;

(f) to the extent that the information was previously made publicly available other than as a result of a breach of this Section 12.1;

(g) by Seller to NYDPS in connection with obtaining the Article 10 Permit, including, without limitation, the terms and conditions of this Agreement;

provided, however, in each case, that the Party seeking such disclosure shall, to the extent practicable, use commercially reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this Section 12.1.

12.2 Public Statements. No public statement, press release or other voluntary publication regarding this Agreement or the transactions to be made hereunder shall be made or issued without the prior consent of the other Party.

13. INDEMNIFICATION

13.1 Indemnification Obligations. Seller shall indemnify, defend and hold Buyer and its partners, shareholders, directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever in connection with or arising from Seller's negligence, gross negligence, or willful misconduct, or Seller's failure to perform or satisfy any obligation or liability under this Agreement.

13.2 Failure to Defend. If Seller fails to assume the defense of a claim meriting indemnification, Buyer may at the expense of Seller contest, settle or pay such claim.

14. ASSIGNMENT AND CHANGE OF CONTROL

14.1 Prohibition on Assignments. Except as permitted under this Article 14, neither this Agreement, nor any portion hereof, may be assigned by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. The Party requesting the other Party's consent to an assignment of this Agreement will reimburse such other Party for all out-of-pocket costs and expenses such other Party incurs in connection with that consent, without regard to whether such consent is provided. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement (and shall not impair any Credit Support given by Seller hereunder) unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations thereunder.

14.2 Permitted Assignment by Seller. Seller may, without Buyer's prior written consent, pledge, encumber or assign the Facility, this Agreement or the accounts, revenues or proceeds under this Agreement to any Lender as security for financing in respect of the Facility. Notwithstanding

the foregoing, in connection with any such a pledge, encumbrance or assignment, Buyer shall execute consents to assignment and estoppels that are in form and substance reasonably satisfactory to Buyer and such Lender that incorporates terms and conditions customary for a transaction of this type; provided, however, that Buyer shall not be obligated to enter into any consent which modifies the terms and conditions of this Agreement. Buyer shall not unreasonably withhold, condition or delay providing its consent to an assignment to a Lender. Seller may assign this Agreement to any Affiliate of Seller, upon Buyer's consent, which shall not be unreasonably withheld, conditioned or delayed. Seller will reimburse Buyer for all out-of-pocket costs and expenses incurred by Buyer in connection with such consent, without regard to whether such consent is provided.

14.3 Change in Control over Seller. Buyer's consent shall be required for any direct change in Control of Seller, which consent shall not be unreasonably withheld, conditioned or delayed and shall be provided if Buyer reasonably determines that such change in Control does not have a material adverse effect on Seller's creditworthiness or Seller's ability to perform its obligations under this Agreement. A change in Control in EverPower Wind Holdings, Inc. shall not require the consent of Buyer; provided that Seller provides written notice of such change to Buyer within thirty (30) days after such change.

14.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with any merger or consolidation of the Buyer with or into another Person or any exchange of all of the common stock or other equity interests of Buyer or Buyer's parent for cash, securities or other property or any acquisition, reorganization, or other similar corporate transaction involving all or substantially all of the common stock or other equity interests in, or assets of, Buyer, or (b) to any substitute purchaser of the Products, so long as in the case of either clause (a) or clause (b) of this Section 14.4, either (1) the proposed assignee's credit rating is at least either BBB- from S&P or Baa3 from Moody's or (2) the proposed assignee's credit rating at the time of the proposed assignment is equal to or better than that of Buyer on the Effective Date, or (3) (i) such assignment, or in the case of clause (a) above the transaction associated with such assignment, has been required by legislative action or has been approved by the MDPU and any other appropriate Government Entity, as applicable, as part of a larger transaction of Buyer, and (ii) if such assignment is not to an Affiliate of Buyer, or in the case of clause (a) above the counterparty to the transaction is not an Affiliate of Buyer, such assignee or counterparty shall have provided Seller with Credit Support in the amount of $474,768.

14.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 14 shall be null and void.

15. TITLE; RISK OF LOSS

Title to and risk of loss related to Buyer's Percentage Entitlement of the Energy shall transfer from Seller to Buyer at the Delivery Point. Title and risk of loss related to Buyer's Percentage Entitlement of the RECs shall transfer to Buyer when the same are credited to Buyer's GIS account(s) or the GIS account(s) designated by Buyer to Seller in writing. Seller warrants that it shall deliver to Buyer the Products free and clear of all liens and claims therein or thereto by any Person.

16. AUDIT

16.1 Audit. Each Party shall have the right, upon reasonable advance notice, and at its sole expense (unless the other Party has defaulted under this Agreement, in which case the Defaulting Party shall bear the expense) and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement (including the determination of any Cover Damages or Resale Damages). If requested, a Party shall provide to the other Party additional information documenting the quantities of Products delivered or provided hereunder. If any such examination reveals any overcharge, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall include interest at the Late Payment Rate from the date the overpayment was made until credited or paid.

16.2 Access to Financial Information. Seller shall provide to Buyer within fifteen (15) days of receipt of Buyer's written request financial information and statements applicable to Seller as well as access to financial personnel, so that Buyer may address any inquiries relating to Seller's financial resources.

17. NOTICES

Any notice or communication given pursuant hereto shall be in writing and (1) delivered personally (personally delivered notices shall be deemed given upon written acknowledgment of receipt after delivery to the address specified or upon refusal of receipt); or (2) mailed by registered or certified mail, postage prepaid (mailed notices shall be deemed given on the actual date of delivery, as set forth in the return receipt, or upon refusal of receipt); or (3) delivered by fax or electronic mail (notices sent by fax or electronic mail shall be deemed given upon confirmation of delivery); or (4) by reputable overnight courier; in each case addressed as follows or to such other addresses as may hereafter be designated by either Party to the other in writing:

If to Buyer:
Mr. James Daly, Vice President – Energy Supply
NSTAR Electric Company DBA Eversource Energy
247 Station Drive
Westwood, MA 02090
(781) 441-8258
(781) 441-8053 (fax)
James.Daly@Eversource.com

With a copy to:
NSTAR Electric & Gas Corporation DBA Eversource Energy
800 Boylston Street
Boston, MA 02199

Attention: Timothy Cronin
Legal Department / P1701
(617) 424-2104
(617) 424-2733 (fax)
Timothy.Cronin@eversource.com

If to Seller: Chief Commercial Officer
EverPower Wind Holdings, Inc.
1251 Waterfront Place, 3rd Floor
Pittsburgh, PA 15222
(412) 253-9400
(412) 578-9757 (fax)
E-mail: all-commercial@everpower.com

18. WAIVER AND MODIFICATION

This Agreement may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties, and no subsequent conduct of any Party or course of dealings between the Parties shall effect or be deemed to effect any such amendment or waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of or acquiescence in or to such provision. Buyer shall determine in its sole discretion whether any amendment or waiver of the provisions of this Agreement shall require Regulatory Approval or MDPU filing and/or approval. If Buyer determines that any such approval or filing is required, then such amendment or waiver shall not become effective unless and until Regulatory Approval or such other approval is received, or such MDPU filing is made and any requested MDPU approval is received.

19. INTERPRETATION

19.1 Choice of Law. Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the Commonwealth of Massachusetts (without regard to its principles of conflicts of law).

19.2 Headings. Article and Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections and exhibits are, unless the context otherwise requires, references to articles, sections and exhibits of this Agreement. The words "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

19.3 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code.

19.4 Standard of Review. The Parties acknowledge and agree that the standard of review for any avoidance, breach, rejection, termination or other cessation of performance of or changes to any portion of this integrated, non-severable Agreement (as described in Section 22) over which FERC has jurisdiction, whether proposed by Seller, by Buyer, by a non-party of, by FERC acting *sua sponte* shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Serv. Co., 350 U.S. 332 (1956) and

Federal Power Comm'n v. Sierra Pac. Power Co., 350 U.S. 348 (1956), and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Public Utility Commission, 558 U.S. 527 (2010). The Parties, for themselves and their successors and assigns, expressly and irrevocably waive any rights they can or may have to the application of any other standard of review. Each Party agrees that if it seeks to amend any applicable power sales tariff during the Term, such amendment shall not in any way materially and adversely affect this Agreement without the prior written consent of the other Party. Each Party further agrees that it shall not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.

19.5 Change in ISO-NE Rules and Practices. This Agreement is subject to the ISO-NE Rules and ISO-NE Practices. If, during the Term of this Agreement, any ISO-NE Rule or ISO-NE Practice is terminated, modified or amended or is otherwise no longer applicable, resulting in a material alteration of a material right or obligation of a Party hereunder, the Parties agree to negotiate in good faith in an attempt to amend or clarify this Agreement to embody the Parties' original intent regarding their respective rights and obligations under this Agreement, provided that neither Party shall have any obligation to agree to any particular amendment or clarification of this Agreement. The intent of the Parties is that any such amendment or clarification reflect, as closely as possible, the intent, substance and effect of the ISO-NE Rule or ISO-NE Practice being replaced, modified, amended or made inapplicable as such ISO-NE Rule or ISO-NE Practice was in effect prior to such termination, modification, amendment, or inapplicability, provided that such amendment or clarification shall not in any event alter (i) the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the amount of any net payment to be made hereunder, including Seller's indemnification obligations or either Party's obligations to pay any costs or expenses of the other Party.

19.6 Dodd Frank Act Representations. The Parties agree that this Agreement (including all transactions reflected herein) is not a "swap" within the meaning of the Commodity Exchange Act ("CEA") and the rules, interpretations and other guidance of the Commodity Futures Trading Commission ("CFTC rules"), and that the primary intent of this Agreement is physical settlement (i.e., actual transfer of ownership) of the nonfinancial commodity and not solely to transfer price risk. In reliance upon such agreement, each Party represents to the other that:

(a) With respect to the commodity to be purchased and sold hereunder, it is a commercial market participant, a commercial entity and a commercial party, as such terms are used in the CFTC rules, and it is a producer, processor, or commercial user of, or a merchant handling, the commodity and it is entering into this Agreement for purposes related to its business as such;

(b) It is not registered or required to be registered under the CFTC rules as a swap dealer or a major swap participant;

(c) It has entered into this Agreement in connection with the conduct of its regular business and it has the capacity or ability to regularly make or take delivery of the commodity to be purchased and sold hereunder;

(d) With respect to the commodity to be purchased and sold hereunder, it intends to make or take physical delivery of the commodity;

(e) At the time that the Parties enter into this Agreement, any embedded volumetric optionality in this Agreement is primarily intended by the holder of such option or optionality to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the commodity to be purchased and sold hereunder;

(f) With respect to any embedded commodity option in this Agreement, such option is intended to be physically settled so that, if exercised, the option would result in the sale of the commodity to be purchased or sold hereunder for immediate or deferred shipment or delivery;

(g) The commodity to be purchased and sold hereunder is a nonfinancial commodity, and is also an exempt commodity or an agricultural commodity, as such terms are defined and interpreted in the CFTC rules. To the extent that reporting of any transactions related to this Agreement is required by the CFTC rules, the Parties agree that Seller shall be responsible for such reporting (the "Reporting Party"). The Reporting Party's reporting obligations shall continue until the reporting obligation has expired or has been terminated in accordance with CFTC rules. The Buyer, as the Party that is not undertaking the reporting obligations shall timely provide the Reporting Party all necessary information requested by the Reporting Party for it to comply with CFTC rules.

19.7 Change in Law or Buyer's Accounting Treatment, Subsequent Judicial or Regulatory Action.

(a) If, during the Term of this Agreement, there is a change in Law or accounting standards or rules or a change in the interpretation or applicability thereof that would result in adverse balance sheet or creditworthiness impacts on Buyer associated with this Agreement or the amounts paid for Products purchased hereunder, the Buyer shall prepare an amendment to this Agreement to avoid or mitigate such impacts. Buyer shall prepare such amendment in a manner that is designed to be limited to changes required to avoid or mitigate the adverse balance sheet or creditworthiness impact. Buyer shall use commercially reasonable efforts to prepare such amendment in a manner that mitigates any material adverse effect(s) on Seller (as identified by Seller, acting reasonably) that could reasonably be expected to result from such amendment, but only to the extent that such mitigation can be accomplished in a manner that is consistent with the purpose of such amendment. Seller agrees to execute such amendment provided that such amendment does not (unless the Seller otherwise agrees) alter: (i) alter the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the amount of any net payment to be made hereunder, including Seller's indemnification obligations or either Party's obligations to pay any costs or expenses of the other Party.

(b) Upon a determination by a court or regulatory body having jurisdiction (i) over this Agreement or any of the Parties hereto, or (ii) over the establishment and enforcement of any of the statutes or regulations or orders or actions of regulatory agencies (including the MDPU) supporting this Agreement or the rights or (iii) over the rights or obligations of the Parties hereunder that any of the statutes or regulations supporting this Agreement or the rights or obligations of the

Parties hereunder, or orders of or actions of regulatory agencies (including the MDPU) implementing such statutes or regulations, or this Agreement on its face or as applied, in the reasonable determination by a Party, violates any Law (including the State or Federal Constitution) (an "**Adverse Determination**"), each Party shall have the right to suspend performance under this Agreement without liability. Seller may deliver and sell Products to a third party during any period of time for which Buyer suspends payments or purchases under this Section. Upon an Adverse Determination becoming final and non-appealable, Buyer shall make a good faith determination regarding whether the Adverse Determination does or may adversely affect the enforceability of any provision of this Agreement and/or Buyer's continued ability to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement and to recover remuneration equal to two and three quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement and whether such adverse effect(s) of the Adverse Determination can reasonably be mitigated by amending the Agreement in a manner that allows the Agreement to continue with modification. If, in Buyer's sole reasonable judgment, such adverse effect(s) of the Adverse Determination cannot be reasonably mitigated by amending the Agreement, Buyer shall have the right to terminate the Agreement. If Buyer determines that such effect(s) can be so mitigated, it shall promptly prepare an amendment to this Agreement designed to be limited to changes required to avoid or mitigate such effect(s). Thereafter, Buyer and Seller shall negotiate the terms of such amendment in good faith; provided, however, that neither Buyer nor Seller will be required to agree to any particular amendment. If Seller and Buyer cannot reach agreement on such amendment within sixty (60) days after Buyer delivers to Seller the first draft thereof, then either Party may terminate this Agreement by written notice to the other Party delivered within thirty (30) days after such sixty (60) day period. Upon a termination pursuant to this section, Seller shall: (a) prepare a final invoice to Buyer for Products delivered to Buyer, which Buyer shall pay in the normal course pursuant to Section 5.2(b); and (b) have no further obligations or liabilities to Buyer and Seller shall have the right to sell Energy, RECs and capacity to third parties and Seller and Buyer shall have no further obligations or liabilities to the other Party under this Agreement.

19.8 Joint Preparation. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

20. COUNTERPARTS; FACSIMILE SIGNATURES

Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original. Facsimile signatures hereon or on any notice or other instrument delivered under this Agreement shall have the same force and effect as original signatures.

21. NO DUTY TO THIRD PARTIES

Except as provided in any consent to assignment of this Agreement, nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a Party to this Agreement.

22. SEVERABILITY

If any term or provision of this Agreement or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this Agreement and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this Agreement for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction. The Parties acknowledge and agree that essential terms and conditions of this Agreement for each Party include, without limitation, all pricing and payment terms and conditions of this Agreement, and that the essential terms and conditions of this Agreement for Buyer also include, without limitation, the terms and conditions of Section 19.7 of this Agreement.

23. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed as creating any relationship between Buyer and Seller other than that of Seller as independent contractor for the sale of Products, and Buyer as principal and purchaser of the same. Neither Party shall be deemed to be the agent of the other Party for any purpose by reason of this Agreement, and no partnership or joint venture or fiduciary relationship between the Parties is intended to be created hereby. Nothing in this Agreement shall be construed as creating any relationship between Buyer and the Interconnecting Utility.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications.

[Signature page follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By: _____
Name: JAMES G. DALY
Title: VP, ENERGY SUPPLY

CASSADAGA WIND LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By: _____
Name:
Title:

CASSADAGA WIND LLC

By: _____
Name:
Title:

James Spencer
President & CEO

EXHIBIT A

DESCRIPTION OF FACILITY

Facility: Cassadaga Wind Project

Technology: Wind

Site Location: Chautauqua County, New York (Latitude 42.284°, Longitude -79.301°)

Nameplate Capacity: 126 MW

Expected Maximum Output: 126 MW per hour

Interconnection Point: National Grid / Niagara Mohawk Moon Road 115 kV switching station

Delivery Point: NY Import-Roseton 345 kV (ISO-NE 4011)

Minimum/Maximum Operating Criteria: Turbine cut-in minimum wind speed and turbine cut-out maximum wind speed to be designated by Seller

Subject to all other provisions of this Agreement, Seller may modify the site layout of, the model of Wind Turbines and any other equipment used in, and any other characteristics of, the Facility from time to time prior to the Commercial Operation Date; provided that such modifications do not result in a change to the Interconnection Point or Delivery Point.

EXHIBIT B

PART 1: PERMITS REQUIRED FOR FACILITY CONSTRUCTION

Agency	Description of Permit/Approval
Federal	
Federal Aviation Administration	Determination of potential hazards to air navigation
U.S. Army Corps of Engineers	Section 404 or Nationwide permit for placement of fill in Federal jurisdictional waters/wetlands of the U.S.
United States Fish and Wildlife Service	Informal consultation pursuant to Section 7 of the Endangered Species Act associated with the U.S. Army Corps of Engineers permit issuance
State	
New York State Board on Electric Generation Siting and the Environment	Certificate of Environmental Compatibility and Public Need pursuant to Article 10
New York State Department of Environmental Conservation	Water Quality Certification, Section 401 of the Clean Water Act; SPDES General Permit for Construction Activity; Article 24 permit for impacts to freshwater wetlands; Article 15 permit for impacts to protected streams
Local	
Town of Arkwright	Host Community Agreement containing provisions for road use and approval of building plans
Town of Charlotte	Host Community Agreement containing provisions for road use and approval of building plans
Town of Cherry Creek	Host Community Agreement containing provisions for road use and approval of building plans
Chautauqua County	Use of County Highway Right-of-Way

PART 2: REAL ESTATE RIGHTS

Owner	Agreement Type	Land Use	Acreage
Allenbrand, Anthony	Wind Energy Lease	Turbine, Transmission	97.6
Bauer Family Limited	Wind Energy Lease	Turbine, Transmission	364.6
Blakely, Pamela	Easement	Transmission	15.6
Boutwell Hill State Forest	Easement	Transmission	2,950.0
Burkholder, John	Wind Energy Lease	Turbine, Transmission	159.9
Carlstrom, Darren	Wind Energy Lease	Turbine, Transmission	203.9
Carlstrom, Heather	Wind Energy Lease	Turbine, Transmission	140.2
Case, James	Wind Energy Lease	Turbine, Transmission	67.5
Charrington Creek Inc	Wind Energy Lease	Turbine, Transmission	363.2
Deering, Kevin	Wind Energy Lease	Turbine, Transmission	28.7
Egleston, Marc	Easement	Transmission	4.0
Emke, Dennis	Wind Energy Lease	Turbine, Transmission	449.1
Frost, Robert & Wendy	Easement	Transmission	5.2
Frost, Wendy	Easement	Transmission	31.7
Gassman, Jennifer	Easement	Transmission	14.6
Genovese, Jason	Easement	Transmission	97.4
Gierlinger, Frank	Wind Energy Lease	Turbine, Transmission	119.3
Graber, Thomas	Wind Energy Lease	Turbine, Transmission	100.5
Hall, Grant	Easement	Transmission	117.0
Hamrick, Cynthia	Easement	Transmission	16.3
Herb, Donald	Wind Energy Lease	Turbine, Transmission	109.6
Higgs, Gary	Wind Energy Lease	Turbine, Transmission	130.6
Hoelzle, Timothy	Wind Energy Lease	Turbine, Transmission	92.0
Isula, Michael	Easement	Transmission	71.4
Johnson, Deborah	Easement	Transmission	17.7
Johnson, Jason	Easement	Transmission	158.7
Johnson, Robert	Easement	Transmission	126.4
Kelly, Patrick	Easement	Transmission	33.2
Mark R. Mansfield, LLC	Easement	Transmission	107.7
McMillan, Allan	Easement	Transmission	27.2
Milliman, Lee	Wind Energy Lease	Turbine, Transmission	139.8
Morley, Donald	Easement	Transmission	45.2
Perez, Paula	Easement	Transmission	14.3
Rettig, Robert	Wind Energy Lease	Turbine, Transmission	233.5
Reynolds, Thomas	Wind Energy Lease	Turbine, Transmission	552.8
Rice-Altemus, Lisa	Easement	Transmission	8.7
Rodgers, Clyde	Wind Energy Lease	Turbine, Transmission	209.8

Rodgers, Robert	Easement	Transmission	3.9
Rowan Trust, Nicholas	Easement	Transmission	83.5
Stec, Charles	Easement	Transmission	23.4
Torgalski, Darryl	Easement	Transmission	48.6
Vanrensselaer, Robert	Easement	Transmission	41.9
Weber, Karl	Wind Energy Lease	Turbine, Transmission	243.9
Williams, Scott	Easement	Transmission	38.3
Yusczyk, John	Easement	Transmission	117.4

Seller shall have the right to obtain additional real property rights to further optimize the site layout of the Facility and to modify the Facility in accordance with the terms of this Agreement.

EXHIBIT C

FORM OF PROGRESS REPORT

For the Quarter Ending:_____

Milestones Achieved:

Milestones Pending:

Status of Progress toward achievement of Milestones during the quarter:

Status of permitting and Permits obtained during the quarter:

Status of Financing for Facility:

Current projection for Financial Closing Date:

Events expected to result in delays in achievement of any Milestones:

Critical Milestones not yet achieved and projected date for achievement:

Current projection for Commercial Operation Date:

EXHIBIT D

PRODUCTS AND PRICING

Price for Buyer's Percentage Entitlement of Products up to the Contract Maximum Amount. The Price for the Buyer's Percentage Entitlement of Delivered Products up to the Contract Maximum Amount in nominal dollars shall be as follow:

(a) Commencing on the Commercial Operation Date, the Price per MWh for the Products shall be equal to the sum of the Scheduled Energy Price and the REC Price set forth below.

Year	Scheduled Energy Price (Peak Hours) ($/MWh)	Scheduled Energy Price (non-Peak Hours) ($/MWh)	REC Price ($/REC)
1	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]
4	[redacted]	[redacted]	[redacted]
5	[redacted]	[redacted]	[redacted]
6	[redacted]	[redacted]	[redacted]
7	[redacted]	[redacted]	[redacted]
8	[redacted]	[redacted]	[redacted]
9	[redacted]	[redacted]	[redacted]
10	[redacted]	[redacted]	[redacted]
11	[redacted]	[redacted]	[redacted]
12	[redacted]	[redacted]	[redacted]
13	[redacted]	[redacted]	[redacted]
14	[redacted]	[redacted]	[redacted]
15	[redacted]	[redacted]	[redacted]
16	[redacted]	[redacted]	[redacted]
17	[redacted]	[redacted]	[redacted]
18	[redacted]	[redacted]	[redacted]
19	[redacted]	[redacted]	[redacted]
20	[redacted]	[redacted]	[redacted]

If the market price at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable pursuant to Section 4.2(a), for Scheduled Energy Delivered by Seller is negative in any hour, the payment to Seller for deliveries of Scheduled Energy shall be reduced by the difference between

the absolute value of the hourly LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, and $0.00 per MWh for that Scheduled Energy for each such hour. Each monthly invoice shall reflect a reduction for all hours in the applicable month in which the LMP for the Scheduled Energy at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, is less than $0.00 per MWh.

Examples. If delivered Scheduled Energy equals 1 MWh and Price equals $50.00/MWh:

LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, equals (or is greater than) $0.00/MWh

Buyer payment of Price to Seller $50.00

Seller credit/reimbursement for negative LMP to Buyer $0.00

Net Result: Buyer pays Seller $50 for that hour

LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, equals -$150.00/MWh

Buyer payment of Price to Seller $50.00

Seller credit/reimbursement for negative LMP to Buyer $150.00

Net Result: Seller credits or reimburses Buyer $100 for that hour

.

EXHIBIT E

RELATED TRANSMISSION FACILITIES

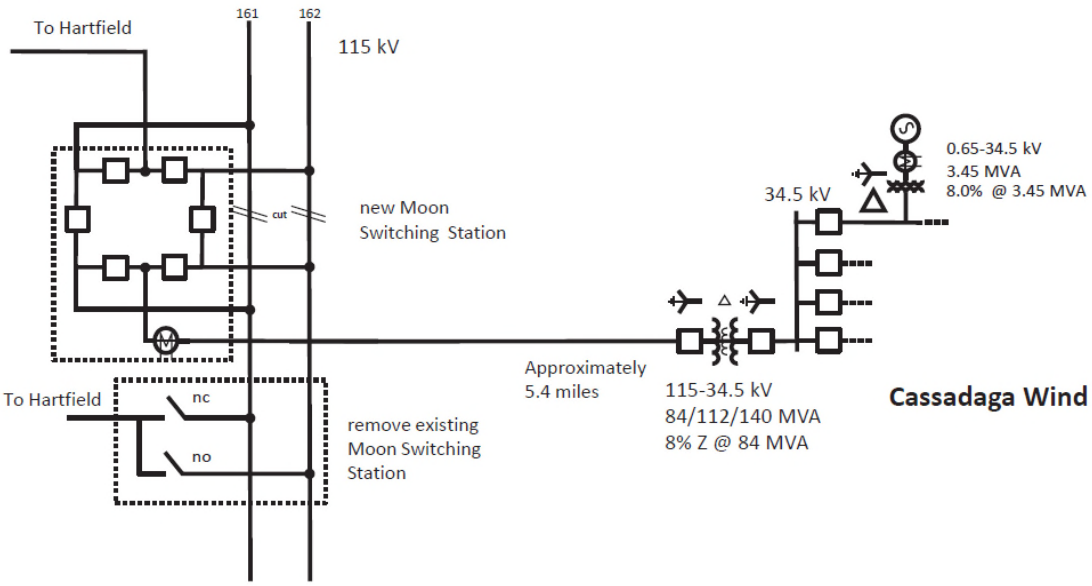

Exhibit F

EXAMPLE CALCULATIONS

Cover Damages Calculation

Hour	Net Metered Output (MWh)	Delivered Energy (MWh)	Shortfall (MWh)	Shortfall Weighting	Real-Time LMP	LMP Weight
1	77	77	[redacted]	[redacted]	$ 72.00	[redacted]
2	64	64	[redacted]	[redacted]	$ 55.00	[redacted]
3	51	40	[redacted]	[redacted]	$ 62.00	[redacted]
4*	57	33	[redacted]	[redacted]	$ (10.00)	[redacted]
5	70	45	[redacted]	[redacted]	$ 66.00	[redacted]
6	61	61	[redacted]	[redacted]	$ 110.00	[redacted]
7	52	52	[redacted]	[redacted]	$ 85.00	[redacted]
8	83	75	[redacted]	[redacted]	$ 91.00	[redacted]
9	89	60	[redacted]	[redacted]	$ 55.00	[redacted]
10	65	45	[redacted]	[redacted]	$ 60.00	[redacted]
	(Total Output MWh)	**(Total Delivered Energy MWh)**	**(Total Shortfall MWh)**			
	669	**552**	[redacted]			

*no shortfall MWhs or delivery failure if Delivery Point LMP is negative

Shortfall Weighting = Shortfall MWh in Hour / Total Shortfall MWh
LMP Weight = Shortfall Weighting * Real-Time LMP

Tolerance %	[redacted]	<-- 100% less Minimum Delivery requirement
Tolerance MWh	[redacted]	[redacted]
Shortfall (MWh)	[redacted]	
Delivery Failure (MWh)	[redacted]	<-- Delivery failure applies to MWh shortfall in excess of the tolerance
Energy Replacement Price	[redacted]	<--Sum of LMP weightings
REC Replacement Price	[redacted]	
Total Replacement Price	[redacted]	← Sum of Energy Replacement Price + REC Replacement Price
Contract Price	[redacted]	<-- Contract Price
Difference, if positive	[redacted]	
Cover Damages	[redacted]	

Delay Damages Calculation

Guaranteed COD	12/31/2020	
Actual COD	01/10/2021	
# of Days Delayed	10 Days	
Contract Maximum Amount	126 MW	
Damage Rate (Per MWh/hour)	$100	
Total Payment	$126,000	(=10 Days * 126 MW * $100)

Tab C

REDACTED

RPS CLASS I RENEWABLE GENERATION UNIT

POWER PURCHASE AGREEMENT

BETWEEN

WESTERN MASSACHUSETTS ELECTRIC COMPANY
D/B/A EVERSOURCE ENERGY
AS BUYER

AND

CASSADAGA WIND LLC
AS SELLER

As of May 25, 2017

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Exhibits

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (as amended from time to time in accordance with the terms hereof, this **"Agreement"**) is entered into as of May 25, 2017 (the **"Effective Date"**), by and between Western Massachusetts Electric Company d/b/a Eversource Energy, a Massachusetts corporation (**"Buyer"**), and Cassadaga Wind LLC, a Delaware limited liability company (**"Seller"**). Buyer and Seller are individually referred to herein as a **"Party"** and are collectively referred to herein as the **"Parties"**.

WHEREAS, Seller is developing the Cassadaga Wind electric generation facility to be located in Chautauqua County, New York, which is more fully described in Exhibit A hereto (the **"Facility"**), from which the Buyer's Percentage Entitlement of the Products (as defined below) is to be delivered to Buyer pursuant to the terms of this Agreement; and

WHEREAS, the Facility is intended to be, and shall qualify as, a RPS Class I Renewable Generation Unit in the state of Massachusetts and is expected to be in commercial operation by December 31, 2020; and

WHEREAS, pursuant to Section 83A of the Massachusetts Green Communities Act as added by chapter 209 of the Acts of 2012, *An Act relative to competitively priced electricity in the Commonwealth*, Buyer is authorized to enter into certain long-term contracts for the purchase of energy or energy and renewable energy certificates from renewable generators meeting the requirements of Mass. Gen. Laws ch. 25a, § 11F; and

WHEREAS, Buyer and Seller desire to enter into this Agreement whereby Buyer shall purchase from Seller certain Scheduled Energy and RECs (each as defined herein) generated by or associated with the Facility;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to terms defined in the recitals hereto, the following terms shall have the meanings set forth below. Any capitalized terms used in this Agreement and not defined herein shall have the same meaning as ascribed to such terms under the ISO-NE Practices and ISO-NE Rules.

"Actual Facility Size" shall mean the actual nameplate capacity of the Facility, as built, and as certified by an Independent Engineer, as provided in Section 3.4(b)(xiii).

"Adverse Determination" shall have the meaning set forth in Section 19.7(b).

"Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person.

"Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

"Alternative Compliance Payment Rate" means the rate per MWh paid by electricity suppliers under applicable Law for failure to supply RECs in accordance with the RPS.

"Article 10 Permit" means any approval to be obtained from NYDPS or any division thereof (including the State of New York Board on Electric Generation Siting and the Environment) in respect of the Facility that is necessary or required pursuant to Article 10 of the New York Public Service Law and the regulations promulgated pursuant thereto.

"Business Day" means a day on which Federal Reserve member banks in New York, New York are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

"Buyer's Percentage Entitlement" shall mean 3.28 percent (3.28%). Buyer's Percentage Entitlement may be adjusted in accordance with Section 3.3(c).

"Buyer's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"Capacity Deficiency" means, at the Commercial Operation Date, the amount (expressed in MW), if any, by which the Actual Facility Size is less than the proposed nameplate capacity of the Facility as set forth in Exhibit A.

"Certificate" shall mean an electronic certificate created pursuant to the GIS Operating Rules or any successor thereto to represent certain Environmental Attributes of each MWh of Energy generated within the ISO-NE control area and the generation attributes of certain Energy imported into the ISO-NE control area.

"Commercial Operation Date" shall mean the date on which the conditions set forth in Section 3.4(b) have been satisfied, as set out in a written notice from Seller to Buyer.

"Contract Maximum Amount" shall mean 4.133 MWh per hour of Energy and a corresponding amount of RECs, as may be adjusted in accordance with Section 3.3(b).

"Contract Year" shall mean the twelve (12) consecutive calendar months starting on the first day of the calendar month following the Commercial Operation Date and each subsequent twelve (12) consecutive calendar month period; provided that the first Contract Year shall include the days in the prior month in which the Commercial Operation Date occurred.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Cover Damages" shall mean, with respect to any Delivery Failure for a Contract Year, an amount equal to (a) the positive net amount, if any, by which the Replacement Price for Energy and/or RECs for that Contract Year exceeds the applicable Price for Energy and/or

RECs that would have been paid pursuant to Section 5.1 hereof, multiplied by the amount (in MWh and/or RECs) by which the Scheduled Energy and/or quantity of Delivered RECs is less than the Minimum Required Deliveries during such Contract Year plus (b) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of such Delivery Failure; provided, however, that so long as Seller pays Cover Damages as provided in this Agreement, the amount included in this clause (b) will not include any penalty for failing to satisfy Buyer's RPS requirements, including any payment made by Buyer at the Alternative Compliance Payment Rate due to such Delivery Failure. Buyer shall provide a statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

"Credit Support" shall mean collateral in the form of (a) cash or (b) a letter of credit issued by a Qualified Bank in a form reasonably acceptable to the Buyer.

"Critical Milestones" shall have the meaning set forth in Section 3.1 hereof.

"Day Ahead Energy Market" shall have the meaning set forth in the ISO-NE Rules.

"Default" shall mean any event or condition which, with the giving of notice or passage of time or both, could become an Event of Default.

"Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has occurred.

"Delay Damages" shall mean the damages assessed pursuant to Section 3.2(a) hereof.

"Deliver" or **"Delivery"** shall mean with respect to (i) Energy, to supply Energy into Buyer's ISO-NE account at the Delivery Point in accordance with the terms of this Agreement and the ISO-NE Rules, and (ii) RECs, to supply RECs in accordance with Section 4.7(e).

"Delivery Shortfall" shall mean the amount (in MWh) for each hour, or shorter settlement interval as required by ISO-NE, by which the Scheduled Energy is less than the Metered Output, and where such shortfall is not excused under Section 4.2(a).

"Delivery Failure" shall have the meaning set forth in Section 4.3 hereof.

"Delivery Point" shall mean the Node within the ISO-NE settlement system that is the proxy bus designated for the New York Interface by ISO-NE as Node ID 4011 - the I.Roseton 345 1 external node, or a proxy bus that serves as a successor proxy bus to Node ID 4011 - the I.Roseton 345 1 external node or such other location as ISO-NE designates from time to time for deliveries of Energy from New York, where Seller shall Deliver the Energy to Buyer within the ISO-NE control area; provided, that if (i) ISO-NE designates multiple locations for such deliveries and (ii) the I.Roseton 345 1 external node is not one of such locations or ISO-NE requires that some or all of the Scheduled Energy be Delivered at a location other than the I.Roseton 345 1 external node, then Seller and Buyer

shall reasonably agree to the location for such deliveries consistent with ISO-NE Rules and ISO-NE Practices.

"Development Period Security" shall have the meaning set forth in Section 6.1(a) hereof.

"Dispute" shall have the meaning set forth in Section 11.1 hereof.

"DOER" shall mean the Massachusetts Department of Energy Resources and its successors.

"Eastern Prevailing Time" shall mean either Eastern Standard Time or Eastern Daylight Savings Time, as in effect from time to time.

"Effective Date" shall have the meaning set forth in the first paragraph hereof.

"Energy" shall mean electric "energy," as such term is defined in the ISO-NE Tariff, generated (or, for the purposes of Scheduled Energy Delivered to Buyer under this Agreement, deemed generated) by the Facility as measured in MWh in Eastern Prevailing Time, less such Facility's station service use, generator lead losses, transformer losses and energy not otherwise delivered to the Interconnection Point, which quantity for purposes of this Agreement will never be less than zero.

"Environmental Attributes" shall mean any and all generation attributes under the RPS, and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future, to Buyer's Percentage Entitlement of the favorable generation or environmental attributes of the Facility or the Products produced by the Facility, up to and including the Contract Maximum Amount, during the Services Term including Buyer's Percentage Entitlement of: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the GIS in connection with Energy generated by the Facility and any renewable energy certificates issued by NYGATS; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of Energy by the Facility; provided, however, that Environmental Attributes shall not include: (i) any production tax credits; (ii) any investment tax credits or other tax credits associated with the construction or ownership of the Facility; (iii) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof; (iv) any tax credit or cash grant introduced after the Effective Date intended to supplement, replace or enhance the tax credits described in the foregoing clauses (i), (ii) or (iii); or (v) any depreciation deductions or other tax benefits permitted under the U. S. Internal Revenue Code, as amended, with respect to the Facility (including any bonus or accelerated depreciation).

"Event of Default" shall have the meaning set forth in Section 9.1 hereof and shall include the events and conditions described in Section 9.1 and Section 9.2 hereof.

"EWG" shall mean an exempt wholesale generator under 15 U.S.C. § 79z-5a, as amended from time to time.

"Facility" shall have the meaning set forth in the Recitals.

"FCM" shall mean the Forward Capacity Market described in the ISO-NE Tariff, which includes a mechanism for procuring capacity in the New England Control Area, or any successor thereto.

"Federal Funds Rate" shall mean the annualized interest rate for the applicable month as set forth in the statistical release designated as H.15, or any successor publication, published by the Board of Governors of the Federal Reserve System.

"FERC" shall mean the United States Federal Energy Regulatory Commission, and shall include its successors.

"Financial Closing Date" shall mean the date of the closing of the initial agreements for any Financing of the Facility and of an initial disbursement of funds under such agreements.

"Financing" shall mean indebtedness, whether secured or unsecured, loans, guarantees, notes, convertible debt, bond issuances adequate for the construction of the Facility

"Force Majeure" shall have the meaning set forth in Section 10.1(a) hereof.

"Generation Unit" shall mean a facility that converts a fuel or an energy resource into electrical energy.

"GIS" shall mean the NEPOOL Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity generated or consumed within New England.

"GIS Operating Rules" are the NEPOOL Generation Information System Operating Rules effective as of the Effective Date, as amended, superseded, or restated from time to time.

"Good Utility Practice" shall mean compliance with all applicable laws, codes, rules and regulations, all ISO-NE Rules and ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the electric industry in New England or New York during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended

to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods and acts generally accepted in the electric industry in New England or New York.

"Governmental Entity" shall mean any federal, state or local governmental agency, authority, department, instrumentality or regulatory body, and any court or tribunal, with jurisdiction over Seller, Buyer or the Facility.

"Guaranteed Commercial Operation Date" shall have the meaning set forth in Section 3.1(a)(v) hereof.

"Independent Engineer" shall mean a licensed Professional Engineer with expertise in the development of renewable energy projects using the same renewable energy technology as the Facility, reasonably selected by and retained by Seller in order to determine the as-built nameplate capacity of the Facility as provided in Section 3.4(b)(xiii) hereof.

"Interconnecting Utility" shall mean the utility (which may or may not be Buyer or an Affiliate of Buyer) providing interconnection service for the Facility to the Transmission System of that utility, which as of the Effective Date is Niagara Mohawk Power Corporation d/b/a National Grid.

"Interconnection Agreement" shall mean an agreement between Seller and the Interconnecting Utility (and NYISO, as applicable) regarding the interconnection of the Facility to the Transmission System of the Interconnecting Utility, as the same may be amended from time to time.

"Interconnection Point" shall mean the meter with a Point Identifier (PTID) number to be assigned by the NYISO, in Zone A, at the physical point of interconnection between the Facility and the Interconnecting Utility's transmission system as specified in the Interconnection Agreement.

"ISO" or **"ISO-NE"** shall mean ISO New England Inc., the independent system operator established in accordance with the RTO arrangements for New England, or its successor.

"ISO-NE Practices" shall mean the ISO-NE practices and procedures for delivery and transmission of energy in effect from time to time and shall include, without limitation, applicable requirements of the NEPOOL Agreement, and any applicable successor practices and procedures.

"ISO-NE Rules" shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, and governing wholesale power markets and transmission in New England, as such rules may be amended from time to time, including but not limited to, the ISO-NE Tariff, the ISO-NE Operating Procedures (as defined in the ISO-NE Tariff), the ISO-NE Planning Procedures (as defined in the ISO-NE Tariff), the Transmission Operating Agreement (as defined in the ISO-NE Tariff), the Participants Agreement, the manuals, procedures and business process documents published by ISO-NE via its web site and/or

by its e-mail distribution to appropriate NEPOOL participants and/or NEPOOL committees, as amended, superseded or restated from time to time.

"ISO-NE Tariff" shall mean ISO-NE's Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, superseded or restated from time to time.

"ISO Settlement Market System" shall have the meaning as set forth in the ISO-NE Tariff.

"Late Payment Rate" shall have the meaning set forth in Section 5.3 hereof.

"Law" shall mean all federal, state and local statutes, regulations, rules, orders, executive orders, decrees, policies, judicial decisions and notifications.

"Lender" shall mean, collectively, any party (a) providing Financing for the development and construction of the Facility, or any refinancing of that Financing, (b) providing debt financing for the ownership and operation of the Facility or (c) any equity investors (including tax equity investors) providing financing for the Facility, and in each of subclause (a) and (b) shall include any assignee or transferee of such a party and any trustee, collateral agent or similar entity acting on behalf of such a party.

"Locational Marginal Price" or **"LMP"** shall have the meaning set forth in the ISO-NE Rules.

"MDPU" shall mean the Massachusetts Department of Public Utilities and its successors.

"Meters" shall have the meaning set forth in Section 4.6(a) hereof.

"Metered Output" shall mean the instantaneous energy output, intermittent and variable within the hour, expressed in MWh, generated by the Facility and delivered to and measured at the Interconnection Point.

"Minimum Required Deliveries" shall mean, in any Contract Year, Scheduled Energy Delivered to Buyer equal to [redacted] of the Buyer's Percentage Entitlement of Metered Output in such Contract Year (in each case measured on an hourly basis) and a corresponding amount of RECs in such Contract Year.

"Moody's" shall mean Moody's Investors Service, Inc., and any successor thereto.

"MW" shall mean a megawatt AC.

"MWh" shall mean a megawatt-hour (one MWh shall equal 1,000 kWh).

"NEPOOL" shall mean the New England Power Pool and any successor organization.

"NEPOOL Agreement" shall mean the Second Amended and Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or restated from time to time.

"NERC" shall mean the North American Electric Reliability Corporation and shall include any successor thereto.

"Network Upgrades" shall mean upgrades to the Transmission Provider's transmission and distribution systems, as determined and identified in the interconnection study approved in connection with construction of the Facility, necessary for Delivery of the Metered Output to the Interconnection Point, including those that are necessary for the Seller's satisfaction of the obligations under Section 7.4 of this Agreement.

"New England Control Area" shall have the meaning as set forth in the ISO-NE Tariff.

"Node" shall have the meaning set forth in ISO-NE Rules.

"Non-Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has not occurred.

"NYDPS" shall mean the New York State Department of Public Service and its successors.

"NYGATS" shall mean the New York Generation Attribute Tracking System or any successor thereto, which includes a generation information database and certificate system that accounts for generation attributes of electricity generated or consumed within New York.

"NYISO" shall mean New York Independent System Operator, the independent system operator established in accordance with the RTO arrangements for New York, or its successor.

"NYISO Rules" shall mean all rules, practices and procedures adopted by NYISO, and governing wholesale power markets and transmission in New York, as such rules may be amended from time to time, including but not limited to, the NYISO Tariff and the agreements, orders, manuals, procedures, practices and business process documents published by NYISO via its web site and/or by its e-mail distribution to its market participants, as amended, superseded or restated from time to time.

"NYISO Tariff" shall mean NYISO's Open Access Transmission Tariff and Market Services Tariff, as amended, superseded or restated from time to time.

"Operational Limitations" of the Facility are the parameters set forth in Exhibit A describing the physical limitations of the Facility, including the time required for start-up and the limitation on the number of scheduled start-ups per Contract Year.

"Operating Period Security" shall have the meaning set forth in Section 6.1(b) hereof.

"Other Agreements" shall mean (a) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The United Illuminating Company, (b) that certain RPS Class I Renewable Generation Unit

Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and NSTAR Electric Company d/b/a Eversource Energy, (c) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The Connecticut Light & Power Company, d/b/a Eversource Energy, (d) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Massachusetts Electric Company and Nantucket Electric Company, d/b/a National Grid, (e) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The Narragansett Electric Company d/b/a National Grid, and (f) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Fitchburg Gas and Electric Light Company, d/b/a Unitil.

"Party" and **"Parties"** shall have the meaning set forth in the first paragraph of this Agreement.

"Peak Hours" shall mean the hours defined as peak hours in ISO-NE by FERC from time to time which as of the Effective Date are weekday hours 7 a.m. to 11 p.m Eastern Prevailing Time.

"Permits" shall mean any permit, authorization, license, order, consent, waiver, exception, exemption, variance or other approval by or from, and any filing, report, certification, declaration, notice or submission to or with, any Governmental Entity required to authorize action, including any of the foregoing relating to the ownership, siting, construction, operation, use or maintenance of the Facility under any applicable Law and the Delivery of the Products in accordance with this Agreement.

"Person" shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, limited partnership, association, trust, unincorporated organization, or a government authority or agency or political subdivision thereof.

"Planned Maintenance" shall mean all maintenance of the Facility or any portion thereof planned by Seller in advance of the time such maintenance is scheduled to be performed and excludes Forced Outages (as defined in the NYISO Rules).

"Pool Transmission Facilities" has the meaning given that term in the ISO-NE Rules.

"Power Cost Reconciliation Tariff" shall mean a fully reconciling cost recovery tariff mechanism that authorizes the establishment of a distribution charge that fully recovers Buyer's net costs under this Agreement (including the annual remuneration of two and three-quarters percent (2.75%)). The rate reconciliation shall be designed in such a way as to limit the build up of any under or over-recoveries over the course of the year. A reconciliation shall occur at least annually, but may also be reconciled quarterly or monthly, to the extent necessary to eliminate regulatory lag for the recovery of costs or crediting of over-recoveries to customers.

"Price" shall mean the purchase price(s) for Products referenced in Section 5.1 hereof and set forth on Exhibit D.

"Products" shall mean Energy and RECs; provided, however, that Energy and RECs generated by or associated with the Facility prior to the Commercial Operation Date, Energy and RECs generated by the Facility in excess of the Contract Maximum Amount or the Scheduled Energy in any hour, and RECs not purchased by Buyer under Section 4.1(b) shall not be deemed Products.

"**Purchased Power Accounting Authorization**" shall mean authorization for Buyer, at Buyer's sole discretion, to take appropriate steps to assure avoidance of a material, negative balance sheet impact on Buyer or Buyer's direct or indirect parent company, upon appropriate filing with and approval by the MDPU; provided that such Purchased Power Accounting Authorization shall not impact Buyer's obligation to purchase the Products under this Agreement or the Price Buyer pays for such Products.

"QF" shall mean a cogeneration or small power production facility which meets the criteria as defined in Title 18, Code of Federal Regulations, §§ 292.201 through 292.207, as amended from time to time.

"Qualified Bank" shall mean a U.S. commercial bank or the U.S. branch office of a foreign bank, in either case, having (x) assets on its most recent audited balance sheet of at least $10,000,000,000 and (y) a rating for its senior long-term unsecured debt obligations of at least (A) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (B) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both.

"Real-Time Energy Market" shall have the meaning as set forth in the ISO-NE Rules.

"Regulatory Agencies" shall mean the Massachusetts Department of Public Utilities and its successors, the Connecticut Public Utilities Regulatory Authority and its successors and the Rhode Island Public Utilities Commission and its successors.

"Regulatory Approval" shall mean the MDPU approval of this entire Agreement (including any amendment of this Agreement as provided for herein), which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83A of Massachusetts Senate Bill 2395, *An Act relative to competitively priced electricity in the Commonwealth,* and the regulations promulgated thereunder and that all of the terms of such Section 83A and such regulations apply to this Agreement; (2) definitive regulatory authorization for Buyer to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff and/or other cost recovery or reconciliation mechanisms; (3) definitive regulatory authorization for Buyer to recover remuneration equal to two and three-quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; and (4) approval of any Purchased Power Accounting Authorization requested by Buyer in connection with the Regulatory Approval. Such approvals shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing.

"Rejected Purchase" shall have the meaning set forth in Section 4.4 hereof.

"Related Transmission" shall mean those transmission and distribution facilities to be used by Seller for delivery of the Scheduled Energy under this Agreement, as described in Exhibit E hereto.

"Related Transmission Approvals" shall mean those FERC filings, agreements, tariffs and approvals associated with service on the Related Transmission.

"Reliability Curtailment" shall mean any curtailment of Delivery of Scheduled Energy resulting from (i) an emergency condition as defined in the Interconnection Agreement or in the ISO-NE Tariff or the NYISO Tariff, or (ii) any other order or directive of the Interconnecting Utility or the Transmission Provider pursuant to an Interconnection Agreement or tariff.

"Renewable Energy Certificates" or **"RECs"** shall mean all of the Certificates and any and all other Environmental Attributes reflecting the Metered Output that is associated with the Scheduled Energy Delivered to Buyer, including, without limitation, all Certificates and any and all other Environmental Attributes, in each case which satisfy the RPS for a RPS Class I Renewable Generation Unit, and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of Scheduled Energy Delivered from such RPS Class I Renewable Generation Unit.

"Replacement Agreements" shall have the meaning set forth in Section 2.2(d) hereof.

"Replacement Energy" shall mean Energy purchased by Buyer as replacement for any Delivery Failure relating to the Scheduled Energy to be provided hereunder.

"Replacement Price" shall mean, with respect to a Delivery Failure in any Contract Year, (a) for Energy, the average Real-Time LMP at the Delivery Point each hour, or shorter settlement period as required by ISO-NE, for such Contract Year, weighted by the proportion of the Delivery Shortfall for such hour or settlement interval to the total of all Delivery Shortfalls for such Contract Year, as reasonably calculated by Buyer and, (b) for RECs, the average market price of RECs for such Contract Year, as reasonably determined by Buyer.

"Replacement RECs" shall mean any generation or environmental attributes, including any Certificates or other certificates or credits related thereto reflecting generation by a RPS Class I Renewable Generation Unit that are purchased by Buyer as replacement for any Delivery Failure.

"Resale Damages" shall mean, with respect to any Rejected Purchase, an amount equal to (a) the positive net amount, if any, by which the applicable Price that would have been paid pursuant to Section 5.1 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price(s) multiplied by the quantity (or applicable quantities) of that Rejected Purchase (in MWh and/or RECs, as applicable), plus (b) any applicable penalties assessed by ISO-NE, NYISO or any other Person against Seller as a result of Buyer's failure to

accept such Products in accordance with the terms of this Agreement, plus (c) transaction, additional transmission, and other administrative costs reasonably incurred by Seller in re-selling such Rejected Purchase that Seller would not have incurred but for the Rejected Purchase. Seller shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Resale Damages.

"Resale Price" shall mean the price at which Seller, acting in a commercially reasonable manner, sells or is paid for a Rejected Purchase; provided, however, that in no event shall Seller be required to utilize or change its utilization of the Facility or its other assets, contracts or market positions in order to minimize Buyer's liability for such Rejected Purchase.

"RPS" shall mean the requirements established pursuant to Mass. Gen. Laws ch.25A, Section 11F and the regulations promulgated thereunder that require all retail electricity suppliers in Massachusetts to provide a minimum percentage of electricity from RPS Class I Renewable Generation Units, and such successor laws and regulations as may be in effect from time to time.

"RPS Class I Renewable Generation Unit" shall mean a Generation Unit termed a New Renewable Generation Unit in a Statement of Qualification issued by the DOER pursuant to 225 CMR 14.00.

"RTO" shall mean ISO-NE and any successor organization or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to FERC's Order No. 2000 and FERC's corresponding regulations, or any successor organization, or any other entity authorized to exercise comparable functions in subsequent orders or regulations of FERC.

"S&P" shall mean Standard & Poor's Financial Services LLC, and any successor thereto.

"Schedule" or "Scheduling" shall mean the actions of Seller and/or its designated representatives pursuant to Section 4.2 of notifying, requesting and confirming to NYISO and ISO-NE the quantity of Energy to be delivered on any given day or days (or in any given hour or hours) during the Services Term at the Delivery Point.

"Scheduled Energy" means the quantity of Energy during any hour, or shorter scheduling interval as applicable, expressed in MWh, that Seller (or Seller's designee) Schedules and confirms with NYISO and ISO-NE for delivery at the Delivery Point pursuant to Section 4.2(a).

"Services Term" shall have the meaning set forth in Section 2.2(b) hereof.

"Seller's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"State Forest Easement" shall mean an easement for an electric collection line for the Facility through the Boutwell Hill state forest to be obtained from the New York State Department of Environmental Conservation, in form and substance reasonably satisfactory to Seller, pursuant to New York Senate Bill 6005-A.

"**Statement of Qualification"** shall mean a written document from the DOER that qualifies a Generation Unit as an RPS Class I Renewable Generation Unit, or that qualifies a portion of the annual electrical energy output of a Generation Unit as RPS Class I Renewable Generation (as defined in 225 CMR 14.01).

"Term" shall have the meaning set forth in Section 2.2(a) hereof.

"Termination Payment" shall have the meaning set forth in Section 9.3(b) hereof.

"Transfer Change Notice" shall have the meaning set forth in Section 4.2(a).

"Transmission Provider" shall mean (a) ISO-NE, its respective successor or Affiliates; (b) NYISO, its respective successor or Affiliates; (c) the Interconnecting Utility, (d) Buyer; and/or (d) such other third parties from whom transmission services are necessary for Seller to fulfill its performance obligations to Buyer hereunder, as the context requires.

"Transmission Provider Rules" shall mean the ISO-NE Rules, the ISO-NE Practices and the NYISO Rules.

"Transmission System" shall mean the transmission facilities operated by a Transmission Provider, now or hereafter in existence, which provide energy transmission service for the Scheduled Energy to or from the Delivery Point or for the Metered Output to the Interconnection Point.

"Unit Contingent" shall mean that the Products are to be supplied only from the Facility and only to the extent that the Facility operates, generates and delivers Products to the Interconnection Point.

"Wind Turbine" shall mean those electric energy generating devices powered by the wind that are included in the Facility.

2. EFFECTIVE DATE; TERM

2.1 Effective Date. Subject in all respects to Section 8.1and Section 8.2, this Agreement is effective as of the Effective Date.

2.2 Term.

(a) The **"Term"** of this Agreement is the period beginning on the Effective Date and ending upon the final settlement of all obligations hereunder after the expiration of the Services Term or the earlier termination of this Agreement in accordance with its terms.

(b) The **"Services Term"** is the period during which Buyer is obligated to purchase Products Delivered to Buyer by Seller commencing on the Commercial Operation Date and continuing for a period of twenty (20) years from the Commercial Operation Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

(c) In the event that (i) an "Adverse Determination" has occurred pursuant to Section 19.7 of any Other Agreement on or before September 30, 2017 and (ii) any purchaser of Energy and RECs under any such Other Agreement terminates such Other Agreement on or before December 31, 2018 as a result of such Adverse Determination, then Seller may terminate this Agreement by written notice to Buyer not later than fifteen (15) days after the termination of such Other Agreement, and upon such termination neither Party will have any further liability to the other hereunder except for obligations arising under Article 12. Nothing set forth in this Section 2.2(c) shall limit or modify the rights and obligations of the Parties under Section 19.7 of this Agreement.

(d) In the event that Seller terminates one of the Other Agreements prior to the Commercial Operation Date due solely to a default by the purchaser of Energy and RECs under such Other Agreement and the Energy and RECs to be purchased under such Other Agreement represents more than five percent (5%) of the total Energy and RECs to be produced by the Facility, then Seller shall use commercially reasonable efforts to enter into one or more new agreements for the sale of the Energy and RECs that would have been sold under such Other Agreement on terms no more favorable to Seller than the terms of such Other Agreement (**"Replacement Agreements"**). If Seller is unable to execute one or more Replacement Agreements for the entire amount of the Energy and RECs that would have been sold under the terminated Other Agreement within six (6) months after the termination of such Other Agreement, then Seller may terminate this Agreement by written notice to Buyer within thirty (30) days after the expiration of such six-month period. Upon such termination neither Party will have any further liability to the other hereunder except for obligations arising under Article 12. All of the deadlines for the Critical Milestones not achieved prior to the termination of the Other Agreement as described herein will be extended on a day-for-day basis by the period of time between the termination of the Other Agreement and the sooner of the execution of the Replacement Agreement(s) or the termination of this Agreement under this Section 2.2(d).

(e) At the expiration of the Term or earlier termination of this Agreement pursuant to the terms hereof, the Parties shall no longer be bound by the terms and provisions hereof, except (i) to the extent necessary to make payments of any amounts owed to the other Party arising prior to or resulting from termination of, or on account of a breach of, this Agreement, (ii) to the extent necessary to enforce the rights and the obligations of the Parties arising under this Agreement before such expiration or termination, and (iii) the obligations of the Parties hereunder with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement.

3. FACILITY DEVELOPMENT AND OPERATION

3.1 Critical Milestones.

(a) Subject to the provisions of Section 3.1(d), commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones (**"Critical Milestones"**) on or before the dates set forth in this Section 3.1(a):

(i) except for the State Forest Easement, acquisition of all required real property rights necessary for construction and operation of the

Facility and the interconnection of the Facility to the Interconnecting Utility in full and final form with all options and/or contingencies having been exercised demonstrating complete site control as set forth in Exhibit B by May 31, 2017;

(ii) receipt of all Permits necessary to construct the Facility, as set forth in Exhibit B, in final form, by June 30, 2018;

(iii) acquisition of the State Forest Easement by September 30, 2018;

(iv) closing of the Financing or other demonstration to Buyer's satisfaction of the financial capability to construct the Facility, including, as applicable, Seller's financial obligations with respect to interconnection of the Facility to the Interconnecting Utility and construction of the Network Upgrades by February 28, 2020; and

(v) achievement of the Commercial Operation Date by December 31, 2020 ("**Guaranteed Commercial Operation Date**").

(b) Seller shall provide Buyer with written notice of the achievement of each Critical Milestone within seven (7) days after that achievement, which notice shall include information demonstrating with reasonable specificity that such Critical Milestone has been achieved. Seller acknowledges that Buyer will receive such notice solely to monitor progress toward the Commercial Operation Date, and Buyer shall have no responsibility or liability for the development, construction, operation or maintenance of the Facility.

(c) Seller may elect to extend all of the dates for the Critical Milestones not yet achieved by up to four six-month periods from the applicable dates set forth in Section 3.1(a) by posting additional Development Period Security in an amount equal to $20,664 for each such six-month period; provided, however, that in no event may Seller extend the date for the Critical Milestone in Section 3.1(a)(i). Any such election shall be made in a written notice delivered to Buyer on or prior to the first date for a Critical Milestone that has not yet been achieved (as such date may have previously been extended).

(d) To the extent a Force Majeure event pursuant to Section 10.1 has occurred that prevents the Seller from achieving the Critical Milestone date for the Commercial Operation Date (Section 3.1(a)(v) by the applicable Critical Milestone date, the Critical Milestone date(s) impacted by such Force Majeure event shall be extended for the duration of the Force Majeure event, but under no circumstances shall extensions of those Critical Milestone dates due to Force Majeure events exceed twelve (12) months beyond the applicable Milestone date, and further provided, that the Seller shall not have the right to declare a Force Majeure event related to the Site Control Critical Milestone (Section 3.1(a)(i), the Permits Critical Milestone (Section 3.1(a)(ii)) or the Financing Critical Milestone (Section 3.1(a)(iv)).

(e) The Parties agree that time is of the essence with respect to the Critical Milestones and is part of the consideration to Buyer in entering into this Agreement.

3.2 Delay Damages.

(a) If the Commercial Operation Date is not achieved by the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c) and 10.1), Seller shall pay to Buyer damages for each day from and after such date in an amount equal to $413, commencing on the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c) and 10.1) and ending on the earlier of (i) the Commercial Operation Date, (ii) the date that Buyer exercises its right to terminate this Agreement under Section 9.3, or (iii) the date that is twelve (12) months after the Guaranteed Commercial Operation Date (**"Delay Damages"**). Delay Damages shall be due under this Section 3.2(a) without regard to whether Buyer exercises its right to terminate this Agreement pursuant to Section 9.3; provided, however, that if Buyer exercises its right to terminate this Agreement under Section 9.3, Delay Damages shall be due and owing to the extent that such Delay Damages were due and owing at the date of such termination. For purposes of illustration, an example calculation of Delay Damages is set forth on Exhibit F.

(b) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to Seller's delay in achieving the Commercial Operation Date by the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Delay Damages as agreed to by the Parties and set forth herein are a fair and reasonable calculation of such damages. Notwithstanding the foregoing, this Article shall not limit the amount of damages payable to Buyer if this Agreement is terminated as a result of Seller's failure to achieve the Commercial Operation Date. Any such termination damages shall be determined in accordance with Article 9.

(c) By the tenth (10th) day following the end of the calendar month in which Delay Damages first become due and continuing by the tenth (10th) day of each calendar month during the period in which Delay Damages accrue (and the following months if applicable), Buyer shall deliver to Seller an invoice showing Buyer's computation of such damages and any amount due Buyer in respect thereof for the preceding calendar month. No later than ten (10) days after receiving such an invoice, Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. If Seller fails to pay such amounts when due, Buyer may draw upon the Development Period Security for payment of such Delay Damages, and Buyer may exercise any other remedies available for Seller's default hereunder.

3.3 Construction and Changes in Capacity.

(a) Construction of Facility. Seller shall construct the Facility as described in Exhibit A, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and all applicable requirements of the NYISO Rules for the delivery of the Buyer's Percentage Entitlement of the Products to Buyer. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide construction functions, so long as Seller maintains overall control over the construction of the Facility through the Term.

(b) Capacity Deficiency. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements for the Commercial Operation Date under Section 3.4(b) of this Agreement, but a Capacity Deficiency exists on the Commercial Operation Date as permitted by Section 3.4(b), then on the Commercial Operation Date, the Contract Maximum Amount shall be automatically and permanently reduced commensurate with the Capacity Deficiency, which reduced Contract Maximum Amount shall be stated in a notice from Buyer to Seller, which notice shall be binding absent manifest error.

(c) Increase in Facility Size. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements under Section 3.4(b) of this Agreement, if the Independent Engineer's certification provides that the Actual Facility Size exceeds the Proposed Facility Size as provided in Exhibit A, the Buyer's Percentage Entitlement will be recalculated and replaced by the percentage derived by dividing the Contract Maximum Amount by the Actual Facility Size.

(d) Progress Reports. Within ten (10) days of the end of each calendar quarter after the Effective Date and until the Commercial Operation Date, Seller shall provide Buyer with a progress report regarding Critical Milestones not yet achieved, including projected time to completion of the Facility, in accordance with the form attached hereto as Exhibit C, and shall provide, upon Buyer's request, such supporting documents regarding the same as are produced during the normal course of developing and constructing the Facility or are requested from Buyer by any Governmental Entity. Seller shall permit Buyer and its advisors and consultants to review and discuss with Seller and its advisors and consultants such progress reports during business hours and upon reasonable notice to Seller.

(e) Site Access. Buyer and its representatives shall have the right but not the obligation, during business hours and upon reasonable notice to Seller, to inspect the Facility site and monitor the construction of the Facility, subject to Seller's reasonable Facility site safety and insurance requirements.

3.4 Commercial Operation.

(a) Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products commences on the Commercial Operation Date; provided, that Energy and RECs generated by the Facility prior to the Commercial Operation Date shall not be deemed Products and shall not be purchased by Buyer under this Agreement.

(b) The Commercial Operation Date shall occur on the date on which the Facility as described in Exhibit A is completed (subject, if applicable, to a Capacity Deficiency so long as the Actual Facility Size on the Commercial Operation Date is at least ninety percent (90%) of the proposed nameplate capacity of the Facility as set forth in Exhibit A) and capable of regular commercial operation in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility, all requirements of the ISO-NE Rules, ISO-NE Practices and NYISO Rules for the delivery of the Products to the Buyer have been satisfied, and all performance testing for the Facility has been successfully completed, provided Seller has also satisfied the following conditions precedent as of such date:

(i) completion of all transmission and interconnection facilities and any Network Upgrades, including final acceptance and authorization to interconnect the Facility from the Transmission Provider at the Interconnection Point in accordance with the fully executed Interconnection Agreement;

(ii) all Related Transmission Facilities as set forth in Exhibit E are complete and in-service;

(iii) Seller has obtained and demonstrated possession of all Permits required for the lawful construction and operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility at the Interconnection Point and for Seller to perform its obligations under this Agreement, including but not limited to Permits related to environmental matters, all as set forth on Exhibit B;

(iv) Seller has obtained qualification by the applicable regulatory authority for the state of Massachusetts qualifying the Facility as a RPS Class I Renewable Generation Unit;

(v) All Related Transmission Approvals have been received;

(vi) Seller has acquired all real property rights needed to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility to construct the Network Upgrades (to the extent that it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement;

(vii) Seller has established all ISO-NE or NYISO-related accounts and entered into all ISO-NE or NYISO-related agreements required for the performance of Seller's obligations in connection with the Facility and this Agreement, which agreements shall be in full force and effect, including the registration of the Facility in the GIS and, to the extent required to Deliver RECs to Buyer, NYGATS;

(viii) Seller has taken all actions as are necessary to effect the transfer of Buyer's Percentage Entitlement of the Scheduled Energy to Buyer in the ISO Settlement Market System;

(ix) Seller has successfully completed all pre-operational testing and commissioning in accordance with manufacturer guidelines;

(x) Seller has satisfied all Critical Milestones that precede the Commercial Operation Date in Section 3.1;

(xi) no Default or Event of Default by Seller shall have occurred and remain uncured;

(xii) the Facility is owned or leased by, and under the care, custody and control of, Seller.

(xiii) Seller has delivered to Buyer:

(A) an Independent Engineer's certification stating (i) that the Facility has been completed in all material respects (excepting punchlist items that do not materially and adversely affect the ability of the Facility to operate as intended hereunder) in accordance with this Agreement, and (ii) the Actual Facility Size;

(B) certificates of insurance evidencing the coverages required under Section 3.5(i); and

(C) the Operating Period Security; and

(xiv) Seller has demonstrated that it can reliably transmit real time data and measurements to NYISO.

(xv) Seller has obtained a separate NYISO registered account and Point Identifier (PTID) for the Facility from NYISO.

3.5 Operation of the Facility.

(a) Compliance With Utility Requirements. Seller shall comply with, and cause the Facility to comply with: (i) Good Utility Practice; (ii) the Operational Limitations; and (iii) all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by ISO-NE, NYISO, any Transmission Provider, NERC and/or any regional reliability entity, including, in each case, all practices, requirements, rules, procedures and standards related to Seller's construction, ownership, operation and maintenance of the Facility and its performance of its obligations under this Agreement (including obligations related to the generation, Scheduling, interconnection, and transmission of Energy, and the transfer of RECs), whether such requirements were imposed prior to or after the Effective Date. Seller shall be solely responsible for registering as the "Generator Owner and Generator Operator" of the Facility with NERC and any applicable regional reliability entities, including without limitation NYISO and ISO-NE.

(b) Permits. Seller shall maintain or cause to be maintained in full force and effect all Permits necessary for it to perform its obligations under this Agreement, including all Permits necessary to operate and maintain the Facility and all Related Transmission Approvals.

(c) Maintenance and Operation of Facility. Seller shall, at all times during the Term, construct, maintain and operate the Facility, or cause the Facility to be constructed, maintained and operated, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and Exhibit A to this Agreement. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide discrete construction,

operation and maintenance functions, so long as Seller maintains overall control over the construction, operation and maintenance of the Facility throughout the Term.

(d) Interconnection Agreement. Seller shall comply with the terms and conditions of the Interconnection Agreement.

(e) ISO-NE Status. Seller shall, at all times during the Services Term, either: (i) be an ISO-NE "Market Participant" pursuant to the ISO-NE Rules; or (ii) have entered into an agreement with an ISO-NE Market Participant that shall perform all of Seller's ISO-NE-related obligations in connection with the Facility and this Agreement.

(f) NYISO Status. Seller shall, at all times during the Services term, either: (i) be a "Market Participant" pursuant to NYISO Market Services Tariff; or (ii) have entered into an agreement with a NYISO Market Participant that shall perform all of Seller's NYISO-related obligations in connection with the Facility and this Agreement.

(g) Forecasts. Commencing at least thirty (30) days prior to the anticipated Commercial Operation Date and continuing throughout the Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month rolling forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Utility Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided. The forecasts described in this Section 3.5(g) shall be non-binding, good faith estimates only. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules, including ISO-NE Operating Procedure No. 5, any applicable NYISO Rules, and each Transmission Provider's rules and regulations.

(h) RPS Class I Renewable Generation Unit. Subject to Section 4.7(b), Seller shall be solely responsible at Seller's cost for maintaining such qualification throughout the Services Term. Seller shall take all actions necessary to register for and maintain participation in the GIS and, to the extent required to Deliver RECs to Buyer, NYGATS, to register, monitor, track, and transfer RECs. Seller shall provide such additional information as Buyer may request relating to such qualification and participation.

(i) Compliance Reporting. Within thirty (30) days following the end of each calendar quarter, Seller shall provide Buyer information pertaining to labor information and any other information to the extent required by Buyer to comply with the disclosure requirements contained under applicable law and any other such disclosure regulations which may be imposed upon Buyer during the Term, which information requirements will be provided to Seller by Buyer at least fifteen (15) days before the beginning of the calendar quarter for which the information is required. To the extent Buyer is subject to any other certification or compliance reporting requirement with respect to the Products produced by Seller and delivered to Buyer hereunder, Seller shall provide any information in its possession (or, if not in Seller's possession, available to it and not reasonably available to Buyer) requested by Buyer to permit Buyer to comply with any such reporting requirement.

(j) Insurance. Throughout the Term, and without limiting any liabilities or any other obligations of Seller hereunder, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-" by the A.M. Best Company (or any successor thereto) the insurance coverage and with the deductibles that are customary for a generating facility of the type and size of the Facility and as otherwise legally required. Upon the execution of this Agreement, and at each subsequent policy renewal date thereafter, Seller shall provide Buyer with a certificate of insurance which (i) shall include Buyer as an additional insured on each policy, (ii) shall not include the legend "certificate is not evidence of coverage" or any statement with similar effect, (iii) shall evidence a firm obligation of the insurer to provide Buyer with thirty (30) days prior written notice of coverage modifications that may adversely affect Buyer, and (iv) shall be endorsed by a Person who has authority to bind the insurer. If any coverage is written on a "claims-made" basis, the certification accompanying the policy shall conspicuously state that the policy is "claims made."

(k) Contacts. Each Party shall identify a principal contact or contacts, which contact(s) shall have adequate authority and expertise to make day-to-day decisions with respect to the administration of this Agreement.

(l) Compliance with Law. Without limiting the generality of any other provision of this Agreement, Seller shall be responsible for complying with all applicable requirements of Law, including all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by FERC and any other Governmental Entity, whether imposed pursuant to existing Law or procedures or pursuant to changes enacted or implemented during the Term, including all risks of operational and environmental matters relating to the Facility or the Facility site. Seller shall indemnify Buyer against any and all claims arising out of or related to such environmental matters and against any costs imposed on Buyer as a result of Seller's violation of any applicable Law, or ISO-NE, NYISO or NERC requirements. For the avoidance of doubt, Seller shall be responsible for procuring, at its expense, all Permits and governmental approvals required for the construction and operation of the Facility in compliance with applicable requirements of Law.

(m) FERC Status. Seller shall be responsible for ensuring that it is in compliance with all FERC directives and requirements necessary for Seller to fulfill its obligations under this Agreement. As part of Seller's satisfaction of this responsibility, it shall maintain the Facility's status as a QF or EWG (to the extent Seller meets the criteria for such status) at all times after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output of the Facility at market-based rates, including market-based rate authority to the extent applicable. If Seller certifies the Facility as a QF, for so long as this Agreement is in effect, Seller waives, and agrees not to assert, any rights Seller may have to require Buyer to purchase or transmit electric power or to pay a specified price for electric power by virtue of the status of the Facility as a QF.

(n) Maintenance. No later than (a) the Commercial Operation Date and (b) two months prior to the end of each calendar year thereafter during the Term, Seller shall submit to Buyer an expected schedule of Planned Maintenance for the following calendar year for the Facility. Throughout the Term, Seller shall coordinate all Planned Maintenance with NYISO,

consistent with NYISO Rules, and shall promptly provide applicable information concerning scheduled outages, as determined by NYISO, to Buyer. To maximize the value of the Products, to the extent possible and consistent with NYISO Rules and the manufacturer's guidelines for all material components of the Facility, Seller shall not schedule Planned Maintenance of more than fifteen percent (15%) of the Wind Turbines at any one time during the months of January through February or June through September; provided, however, that planned maintenance may be scheduled during such period to the extent the failure to perform such planned maintenance is contrary to operation of the Facility in accordance with Good Utility Practice.

3.6 Interconnection and Delivery Services.

(a) Seller shall be responsible for all costs associated with interconnection of the Facility at the Interconnection Point, including the costs of the Network Upgrades, consistent with all standards and requirements set forth by the FERC, any other applicable Governmental Entity, NYISO and the Interconnecting Utility. Seller shall be responsible for procuring delivery service and all costs associated with it.

(b) Seller shall defend, indemnify and hold Buyer harmless against any and all liabilities, fees, costs and expenses, including but not limited to reasonable attorneys' fees incurred by Buyer arising due to Seller's performance or failure to perform under the Interconnection Agreement or any agreement for delivery service associated with Seller's performance of this Agreement.

4. DELIVERY OF PRODUCTS

4.1 Obligation to Sell and Purchase Products.

(a) Beginning on the Commercial Operation Date and subject to Section 4.1(b), Seller shall sell and Deliver, and Buyer shall purchase and receive right, title and interest in and to, Buyer's Percentage Entitlement of the Products in accordance with the terms and conditions of this Agreement, up to and including the Buyer's Percentage Entitlement of Scheduled Energy in each hour, but in no event exceeding the lesser of (1) the Buyer's Percentage Entitlement of the total Metered Output in such hour or (2) the Contract Maximum Amount in such hour, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, (i) if the amount of Metered Output generated by the Facility during any hour is in excess of Scheduled Energy or the Contract Maximum Amount for that hour, the Products associated with such excess shall not be considered to be Products for such period for purposes of this Agreement, and (ii) if the amount of Scheduled Energy in any hour exceeds the Metered Output generated by the Facility in that hour or the Contract Maximum Amount for that hour, the Products associated with such excess shall not be considered to be Products for such period for purposes of this Agreement. The aforementioned obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same are Unit Contingent and shall be subject to the operation of the Facility. To maximize the value of the Products, to the extent possible and consistent with ISO-NE Rules, NYISO Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy during the time periods of anticipated peak load and peak Energy prices in New England, consistent with the provisions of Sections 3.5(a) and recognizing that Sections 4.1(d) and 4.3 address curtailments and corresponding remedies.

(b) Buyer shall not be obligated to accept or pay for any REC which fails to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit, and, to the extent that Buyer does not purchase any such REC, Seller may, in its sole discretion, sell, transfer or otherwise dispose of that REC or comparable certificate, credit, attribute or other similar product. In the event that Buyer notifies Seller that it will not purchase any REC which fails to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit, then Buyer may resume purchasing such RECs upon thirty (30) days' prior written notice to Seller, unless otherwise agreed by Buyer and Seller.

(c) Seller shall Deliver Buyer's Percentage Entitlement of the Products produced by or associated with the Facility, up to and including an amount equal to the least of (i) the Buyer's Percentage Entitlement of the Metered Output, (ii) Buyer's Percentage Entitlement of the Scheduled Energy or (iii) the Contract Maximum Amount in any hour, exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such Products or any certificate or other attribute associated with such Products to any Person other than Buyer during the Term. Seller shall not enter into any agreement or arrangement under which such Products can be claimed by any Person other than Buyer. Buyer shall have the exclusive right to resell or convey the Products in its sole discretion.

(d) Notwithstanding Section 4.1(c), Seller shall have the exclusive right, exercised in its sole discretion, to sell or convey any Energy and RECs to any Person (i) prior to the Services Term, (ii) that are not Products, (iii) in connection with Resale Damages, (iv) in connection with an exercise by Seller of its remedies under Section 9.3(a)(ii), or (v) during any period of curtailment by Seller that is permitted pursuant to this Agreement and periods of curtailment the remedy for which is set forth in Section 4.3.

4.2 Scheduling and Delivery.

(a) During the Services Term and in accordance with Section 4.1, Seller shall Schedule and transfer Deliveries of Energy hereunder with ISO-NE and NYISO within the defined Operational Limitations of the Facility and in accordance with this Agreement and all rules and regulations of each Transmission Provider, and all NYISO rules and regulations and ISO-NE Practices and ISO-NE Rules, as applicable. Seller shall use commercially reasonable efforts, acting in good faith, to maximize the Metered Output of the Facility and Schedule such Metered Output in each hour that would not exceed the limits for Scheduled Energy in Section 4.1, subject to curtailment by Seller as permitted pursuant to this Agreement. Seller shall transfer Scheduled Energy to Buyer (i) in the Day Ahead Energy Market if the Scheduled Energy is offered by Seller and settled in the Day Ahead Energy Market and (ii) in the Real Time Energy Market if the Scheduled Energy is offered by Seller and settled in the Real Time Energy Market, in each case in accordance with all ISO-NE Practices and ISO-NE Rules. Seller shall determine the portion of the Scheduled Energy that is offered and settled in the Day Ahead Energy Market and the portion of the Scheduled Energy that is offered and settled in the Real Time Energy Market, consistent with prevailing ISO-NE Rules and ISO-NE Practices at the time; provided, however that: (x) Seller must offer Scheduled Energy to Buyer in the Day Ahead Energy Market to the extent required in order to satisfy its obligations under Section 7.4; and (y) if a change in the NYISO Rules or ISO-

NE Rules makes transfers in the Day Ahead Energy Market and/or the Real Time Energy Market impracticable for either Party, as reasonably determined by Buyer, then Seller will alter the portions of the Scheduled Energy being offered and settled in each of the Day Ahead Energy Market and the Real Time Energy Market to the extent required to make transfers of Scheduled Energy consistent with those revised NYISO Rules or ISO-NE Rules. In any event, Buyer shall have no obligation to pay for any Energy not transferred to Buyer in accordance with the foregoing or for which Buyer is not credited in the ISO-NE Settlement Market System (including, without limitation, as a result of an outage on any electric transmission system). If Buyer notifies Seller that the manner of the transfers of Scheduled Energy in the Day Ahead Energy Market and/or the Real Time Energy Market that are being undertaken by Seller at the time is having an adverse effect (financial or otherwise) on Buyer (a **"Transfer Change Notice"**), Buyer and Seller will negotiate in good faith to alter the manner in which those transfers are occurring. Buyer will use commercially reasonable efforts to coordinate any Transfer Change Notice under this Agreement with the purchasers of Energy and RECs under the Other Agreements. Any alterations to the portions of Scheduled Energy being offered and settled in, or the manner in which transfers of Scheduled Energy are being undertaken by Seller in respect of, the Day Ahead Energy Market and/or the Real Time Energy Market, in each case pursuant to this Section 4.2(a), shall be implemented in a reasonable timeframe determined by Seller. Notwithstanding any other provision of this Agreement, if during the Term of this Agreement the LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, is negative, or, in the reasonable opinion of Seller, is likely to become negative, then Seller may deliver to Buyer (via electronic mail) a written notice stating that such condition has occurred or is likely to occur and the period during which such condition has occurred or is likely to occur. Buyer and Seller hereby agree that in such event Seller shall be under no obligation to schedule or Deliver Products to the Delivery Point during such period. Seller shall provide Buyer with detailed information, including but not limited to, the start and stop times of such periods of curtailment under this Section 4.2(a) as well as the quantity curtailed, for all such periods of non-delivery during the preceding calendar month which information shall be provided prior to Seller's delivery of the invoice to Buyer.

(b) The Parties agree to use commercially reasonable efforts to comply with all applicable NYISO and Transmission Provider rules and regulations and ISO-NE Rules and ISO-NE Practices in connection with the Scheduling and Delivery of Scheduled Energy hereunder. Penalties or similar charges assessed by a Transmission Provider and caused by noncompliance of Seller with the Scheduling obligations set forth in this Section 4.2 shall be the responsibility of Seller.

(c) Without limiting the generality of this Section 4.2, Seller or the party with whom Seller contracts pursuant to Section 3.5(e) shall at all times during the Services Term be designated as the "Lead Market Participant" (or any similar designation) for the Facility within ISO-NE and NYISO and shall be solely responsible for any obligations and liabilities imposed by ISO-NE or NYISO or under the ISO-NE Rules and ISO-NE Practices or any NYISO Rules with respect to the Facility, including all charges, penalties, financial assurance obligations, losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE, NYISO, or applicable system costs or charges associated with transmission to and at the Delivery Point. To the extent Buyer incurs such costs, charges, penalties or losses which are the

responsibility of Seller, (including amounts not credited to Buyer as described in Section 4.2(a)), Seller shall reimburse Buyer for the same.

4.3 Failure of Seller to Deliver Products. In the event that Seller fails to Deliver the Minimum Required Deliveries in any Contract Year, and such failure is not excused under the express terms of this Agreement (including, without limitation, Section 4.2(a)) (a **"Delivery Failure"**), Seller shall pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages. Such payment shall be due no later than the date for Buyer's payment for the applicable month as set forth in Section 5.2 hereof. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to a Delivery Failure would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Cover Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages. Notwithstanding any other provision of this Agreement, the payment of Cover Damages by Seller shall be Buyer's sole and exclusive remedy for a Delivery Failure except to the extent such a failure constitutes an Event of Default pursuant to Section 9.2(h). For purposes of illustration, an example calculation of Cover Damages is set forth on Exhibit F.

4.4 Failure by Buyer to Accept Delivery of Products. If Buyer fails to accept all or part of any of the Products to be purchased by Buyer hereunder, and such failure to accept (a) is not the result of Reliability Curtailment or (b) is not otherwise excused under the terms of this Agreement (a **"Rejected Purchase"**), then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred, an amount for such Rejected Purchase equal to the Resale Damages. Each Party agrees and acknowledges that (i) the damages that Seller would incur due to a Rejected Purchase would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Resale Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

4.5 Delivery Point.

(a) All Scheduled Energy shall be Delivered hereunder by Seller to Buyer at the Delivery Point. Seller shall be responsible for making all arrangements and paying all costs associated with delivering the Scheduled Energy to the Delivery Point, consistent with all standards and requirements set forth by the FERC, ISO-NE, NYISO, and any other applicable Governmental Entity or tariff.

(b) Seller shall be responsible for all applicable charges associated with transmission interconnection, service and delivery charges, including all related Transmission Provider administrative fees, uplift, socialized charges, and all other charges in connection with the satisfaction of Seller's obligations hereunder, including without limitation the Delivery of Scheduled Energy to and at the Delivery Point. Seller shall indemnify and hold harmless Buyer for any such charges, fees, or expenses imposed upon Buyer by operation of Transmission Provider Rules or otherwise in connection with Seller's performance of its obligations hereunder.

(c) Seller shall not be responsible for any transmission charges, service and delivery charges or any other Transmission Provider fees or charges incurred in connection with the transmission of Scheduled Energy after the Delivery Point.

4.6 Metering.

(a) Metering. All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the **"Meters"**), shall be installed, operated, maintained and tested at Seller's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by NERC, the Interconnecting Utility, NYISO, and ISO-NE; provided that each Meter shall be tested at Seller's expense once each Contract Year. All Meters used to provide data for the computation of payments shall be sealed and Seller shall break the seal only when such Meters are to be inspected and tested (or adjusted) in accordance with this Section 4.6. Seller shall provide Buyer with a copy of all metering and calibration information and documents regarding the Meters promptly following receipt thereof by Seller.

(b) Measurements. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Metered Output generated by the Facility; provided however, that Seller, upon request of Buyer and at Buyer's expense (if more frequently than annually as provided for in Section 4.6(a)), shall cause the Meters to be tested by the Interconnecting Utility in whose territory the Facility is located, and if any Meter is out of service or is determined to be registering inaccurately by more than two percent (2%), (i) the measurement of Metered Output produced by the Facility shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, in accordance with the filed tariff of such Interconnecting Utility, the ISO-NE Tariff, or the NYISO Tariff, whichever is applicable, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder and (ii) Seller shall reimburse Buyer for the cost of such test of the Meters. Meter readings shall be adjusted to take into account the losses to Deliver the Metered Output to the Delivery Point. Seller shall make recorded meter data available monthly to the Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test (at its own expense) any of the Meters at the Facility at reasonable times and upon reasonable notice from Buyer to Seller. Buyer shall have the right to have a representative present during any testing or calibration of the Meters at the Facility by Seller. Seller shall provide Buyer with timely notice of any such testing or calibration.

(d) Audit of Meters. Buyer shall have access to the Meters and the right to audit all information and test data related to such Meters.

(e) Notice of Malfunction. Seller shall provide Buyer with prompt notice of any malfunction or other failure of the Meters or other telemetry equipment necessary to accurately report the quantity of Metered Output being produced by the Facility. If any Meter is found to be inaccurate by more than two percent (2%), the meter readings shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months

from the date that such inaccuracy was discovered, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder.

(f) Telemetry. The Meters shall be capable of sending meter telemetry data, and Seller shall provide Buyer with simultaneous access to such data at no additional cost to Buyer. This provision is in addition to any requirements of Seller under the NYISO Rules and ISO-NE Rules and ISO-NE Practices, including ISO-NE Operating Procedure No. 18.

4.7 RECs.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to Buyer's Percentage Entitlement of the RECs during the Services Term in accordance with the terms of this Section 4.7. The amount of RECs transferred from Seller to Buyer under this Agreement for any hour (or shorter period to the extent that ISO-NE schedules Energy deliveries over a shorter period) will be the equivalent of the lesser of the Buyer's Percentage Entitlement of the Metered Output or Buyer's Percentage Entitlement of the Scheduled Energy during that hour (or such shorter period).

(b) Regarding the RPS:

(i) Except as provided in subsection (ii) of this Section 4.7(b), all Scheduled Energy provided by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility pursuant to the RPS, and Seller's failure to satisfy such requirements shall constitute an Event of Default pursuant to Section 9.1(c) of this Agreement except as provided in Section 4.7(b)(ii) below; and

(ii) If solely as a result of a change in Law, Scheduled Energy provided by Seller to Buyer from the Facility under this Agreement no longer meets the requirements for eligibility pursuant to the RPS, such will not constitute an Event of Default under Article 9, provided Seller promptly uses commercially reasonable efforts to ensure that qualification will continue after the change in Law. If, notwithstanding such commercially reasonable efforts and solely as a result of change in Law, the Facility does not qualify as a RPS Class I Renewable Generation Unit, then (A) Seller shall continue to sell, and Buyer shall continue to purchase Scheduled Energy under this Agreement at the Price for such Scheduled Energy in accordance with Section 5.1 and (B) any purchases and sales of RECs shall be in accordance with Section 4.1(b).

(c) At Seller's sole cost, Seller shall also obtain and maintain throughout the Services Term qualification as a RPS Class I generation resource under the renewable portfolio standard or similar law of New York and the New England states of Connecticut, Maine, New Hampshire, and Rhode Island], to the extent the renewable energy technology used in, and other characteristics of (including location, transmission, environmental effects and operating characteristics), the Facility are and remain eligible under such renewable portfolio standard or

similar law. At Buyer's request and at Seller's sole cost, Seller shall also obtain qualification under any federal renewable energy standard, to the extent the renewable energy technology used in, and other characteristics of (including location, transmission, environmental effects and operating characteristics), the Facility are and remain eligible under such renewable portfolio standard, renewable energy standard or similar law, and Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maintain such qualification at all times during the Services Term unless otherwise agreed by Buyer. Notwithstanding the foregoing, nothing in this Section 4.7(c) shall require Seller to expend more than $100,000, in the aggregate, under this Agreement and all Other Agreements, during the Services Term and the term of such Other Agreements on any modifications to the Facility or the related characteristics to permit the Facility to qualify as a Class I generation resource under the renewable portfolio standard or similar law of New York and the New England states of Connecticut, Maine, New Hampshire, and Rhode Island and under any federal renewable energy standard. In the event that any such qualification(s) would require the expenditure of more than $100,000, in the aggregate, under this Agreement and all Other Agreements, during the Services Term or the term of such Other Agreements, then Buyer may require Seller to expend up to $100,000 for such qualification(s) so long as Buyer, either individually or together with one or more of the purchasers of Energy and RECs under the Other Agreements, agrees to expend, or reimburse Seller for the expenditures of, the amounts in excess of $100,000 that are required for such qualification(s). To the extent Seller qualifies the Facility as a RPS Class I generation resource pursuant to this Section 4.7(c), Seller shall submit to Buyer any information required by any state or federal agency with regard to administration of its rules regarding Environmental Attributes or its renewable energy standard or renewable portfolio standard or Seller's qualification under the foregoing.

(d) Seller shall comply with all GIS Operating Rules relating to the creation and transfer of all RECs to be purchased by Buyer under this Agreement and all other GIS Operating Rules to the extent required for Buyer to achieve the full value of the RECs associated with the Scheduled Energy Delivered hereunder. Seller shall also comply with all NYGATS rules and procedures to the extent required to Deliver RECs to Buyer under this Agreement. In addition, at Buyer's request, Seller shall use commercially reasonable efforts to register with and comply with the rules and requirements of any other tracking system or program that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes, which compliance shall be at Seller's sole cost if such registration and compliance is requested in connection with Section 4.7(c) above and shall be at Buyer's sole cost in other instances.

(e) Prior to the Delivery of any Scheduled Energy hereunder, either (i) Seller shall cause Buyer to be registered in the GIS as the initial owner of all Certificates to be Delivered hereunder to Buyer or (ii) Seller and Buyer shall effect an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) of the Certificates to be Delivered hereunder to Buyer in the GIS for the Services Term; provided, however, that no payment shall be due to Seller for any RECs until the Certificates are actually deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing.

(f) The Parties intend for the transactions entered into hereunder to be physically settled, meaning that the RECs are intended to be Delivered in the GIS account of Buyer or its designee as set forth in this Section 4.7.

5. PRICE AND PAYMENTS FOR PRODUCTS

5.1 Price for Products. All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit D; provided, however, that if the RECs fail to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit and Buyer does not purchase the RECs pursuant to Section 4.1(b), then all Scheduled Energy Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price for Scheduled Energy only, as specified in Exhibit D. Other than the (i) payment for the Products under this Section 5.1, (ii) payments related to Meter testing under Section 4.6(b), (iii) payments related to Meter malfunctions under Section 4.6(e), (iv) payment of any Resale Damages under Section 4.4, (v) payment of interest on late payments under Section 5.3, (vi) payments for reimbursement of Buyer's Taxes under Section 5.4(a), (vii) return of any Credit Support under Section 6.3, and (viii) payment of any Termination Payment due from Buyer under Section 9.3, Buyer shall not be required to make any other payments to Seller under this Agreement, and Seller shall be solely responsible for all costs and losses incurred by it in connection with the performance of its obligations under this Agreement. In the event that the LMP for the Scheduled Energy at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable pursuant to Section 4.2(a), is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (y) such Scheduled Energy Delivered in such hour and (z) the absolute value of the hourly Day Ahead LMP or Real Time LMP at the Delivery Point, as applicable pursuant to Section 4.2(a).

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all charges and payments under this Agreement. On or before the fifteenth (15th) day following the end of each month, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder during the preceding month, based on the Scheduled Energy Delivered to Buyer in the preceding month, and any RECs deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing in the preceding month. Such invoice shall contain supporting detail for all charges reflected on the invoice, and Seller shall provide Buyer with additional supporting documentation and information as Buyer may request.

(b) Timeliness of Payment. All undisputed charges shall be due and payable in accordance with each Party's invoice instructions on or before the later of (x) fifteen (15) days from receipt of the applicable invoice or (y) the last day of the calendar month in which the applicable invoice was received (or in either event the next Business Day if such day is not a Business Day). Each Party shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. All payments due under this Agreement shall be paid in immediately available funds. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Late Payment Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(c) Disputes and Adjustments of Invoices.

(i) All invoices rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on changes resulting from recent ISO-NE billing statements or revisions, if any, to previous ISO-NE billing statements. If ISO-NE resettles any invoice which relates to the Products sold under this Agreement and (a) any charges thereunder are the responsibility of the other Party under this Agreement or (b) any credits issued thereunder would be due to the other Party under this Agreement, then the Party receiving the invoice from ISO-NE shall in the case of (a) above invoice the other Party or in the case of (b) above pay the amount due to the other Party. Any invoices issued or amounts due pursuant to this Section shall be invoiced or paid as provided in this Section 5.2.

(ii) Within twelve (12) months of the issuance of an invoice the Seller may adjust any invoice for any arithmetic or computational error and shall provide documentation and information supporting such adjustment to Buyer. Within twelve (12) months of the receipt of an invoice (or an adjusted invoice), the Buyer may dispute any charges on that invoice. In the event of such a dispute, the Buyer shall give notice to the Seller and shall state the basis for the dispute. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment or refund shall be made within ten (10) days of such resolution along with interest accrued at the Late Payment Rate from and including the due date (or in the case of a refund, the payment date) but excluding the date paid. Any claim for additional payment is waived unless the Seller issues an adjusted invoice within twelve (12) months of issuance of the original invoice. Any dispute of charges is waived unless the Buyer provides notice of the dispute to the Seller within twelve (12) months of receipt of the invoice (or adjusted invoice) including such charges.

(d) Netting of Payments. The Parties hereby agree that they may discharge mutual debts and payment obligations due and owing to each other under this Agreement on the same date through netting of such monetary obligations, in which case all amounts owed by each Party to the other Party for the purchase and sale of Products during the monthly billing period under this Agreement, including any related damages calculated pursuant to this Agreement, interest, and payments or credits, may be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, such Party shall pay such sum in full when due. The Parties agree to provide each other with reasonable detail of such net payment or net payment request.

5.3 Interest on Late Payment or Refund. A late payment charge shall accrue on any late payment or refund as specified above at the lesser of (a) the prime rate specified in the

"Money & Investing" section of The Wall Street Journal (or, if such rate is not published therein, in a successor index mutually selected by the Parties) plus 1% per cent, and (b) the maximum rate permitted by applicable Law in transactions involving entities having the same characteristics as the Parties (the **"Late Payment Rate"**).

5.4 Taxes, Fees and Levies.

(a) Seller shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with the Facility or delivery or sale of the Products ("**Seller's Taxes**"). Buyer shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with such Products after Delivery of such Products to Buyer, or imposed on or associated with the purchase of such Products by Buyer (other than ad valorem, franchise or income taxes which are related to the sale of the Products and are, therefore, the responsibility of Seller) ("**Buyer's Taxes**"). In the event Seller shall be required by law or regulation to remit or pay any Buyer's Taxes, Buyer shall reimburse Seller for such payment. In the event Buyer shall be required by law or regulation to remit or pay any Seller's Taxes, Seller shall reimburse Buyer for such payment, and Buyer may also elect to deduct any of the amount of any such Seller's Taxes from the amount due to Seller under Section 5.2. Buyer shall have the right to all credits, deductions and other benefits associated with taxes paid by Buyer or reimbursed to Seller by Buyer as described herein. Nothing shall obligate or cause a Party to pay or be liable to pay any taxes, fees and levies for which it is exempt under law.

(b) Seller shall bear all risks and retain all benefits, financial and otherwise, throughout the Term, associated with Seller's or the Facility's eligibility to receive any federal or state tax credits, to qualify for accelerated depreciation for Seller's accounting, reporting or tax purposes, or to receive any other favorable tax or accounting right or benefit, or any grant or subsidy from a Governmental Entity or other Person. Seller's obligations under this Agreement shall be effective regardless of whether the Facility is eligible for or receives, or the transactions contemplated under this Agreement are eligible for or receives, any federal or state tax credits, grants or other subsidies or any particular accounting, reporting or tax treatment.

6. SECURITY FOR PERFORMANCE

6.1 Seller's Support.

(a) Seller shall be required to post Credit Support in the amount of $103,320 to secure Seller's obligations in the period between the Effective Date and the Commercial Operation Date (**"Development Period Security"**). $61,992 of the Development Period Security shall be provided to Buyer on the Effective Date; and the remaining $41,328 of the Development Period Security shall be provided to Buyer within fifteen (15) Business Days after receipt of the Regulatory Approval. If at any time prior to the Commercial Operation Date, the amount of Development Period Security is reduced as a result of Buyer's draw upon such Development Period Security to less than the amount of Development Period Security required to be provided by Seller through the period ending fifteen (15) days after receipt of the Regulatory Approval, within five (5) Business Days of that draw Seller shall replenish such Development Period Security to the amount of Development Period Security required to be provided by Seller through the period ending fifteen (15) days after receipt of the Regulatory Approval. Buyer shall return

any undrawn amount of the Development Period Security to Seller within thirty (30) days after the later of (x) Buyer's receipt of an undisputed notice from Seller that the Commercial Operation Date has occurred or (y) Buyer's receipt of the full amount of the Operating Period Security (except to the extent that Development Period Security is converted into Operating Period Security as provided in Section 6.1(b)).

(b) Beginning not later than ten (10) days following the Commercial Operation Date, Seller shall provide Buyer with Credit Support to secure Seller's obligations under this Agreement after the Commercial Operation Date through and including the date that all of Seller's obligations under this Agreement are satisfied (**"Operating Period Security"**). The Operating Period Security shall be in the amount of $82,656; provided that, if the Contract Maximum Amount is adjusted pursuant to Section 3.3(b), then the Operating Period Security shall be an amount equal to $20,000.00 multiplied by the Contract Maximum Amount, as adjusted in accordance with Section 3.3(b). If at any time on or after the Commercial Operation Date, the amount of Operating Period Security is reduced as a result of Buyer's draw upon such Operating Period Security, within five (5) Business Days of that draw Seller shall replenish such Operating Period Security to the total amount required under this Section 6.1(b).

6.2 Cash Deposits. Any cash provided by Seller as Credit Support under this Agreement shall be held in an account selected by Buyer in its reasonable discretion. Interest shall accrue on that cash deposit at the daily Federal Funds Rate and shall be remitted to Seller upon written request to Buyer, with such request not more often than on a quarterly basis and Buyer shall remit such accrued interest to the Seller within a reasonable time following receipt of such request. Seller agrees to comply with the commercially reasonable requirements of Buyer in connection with the receipt and retention of any cash provided as Credit Support under this Agreement.

6.3 Return of Credit Support. Any unused Credit Support provided under this Agreement shall be returned to Seller only after any such Credit Support has been used to satisfy any outstanding obligations of Seller in existence at the time of the expiration or termination of this Agreement. Provided such obligations have been satisfied, such Credit Support shall be returned to Seller within thirty (30) days after the earlier of (a) the expiration of the Term of this Agreement or (b) termination of this Agreement under Section 8.1, Section 8.2, Section 9.3(b) or Section 10.1(c).

6.4 Buyer's Rights and Remedies. If at any time an Event of Default with respect to Seller has occurred and is continuing, then, unless Seller has paid in full all of its obligations hereunder that are then due, without limiting any other rights and remedies Buyer may have under this Agreement or otherwise at law or in equity, Buyer may exercise one or more of the following rights and remedies: (i) all rights and remedies available to a secured party under applicable Law with respect to Credit Support held by Buyer, and (ii) the right to liquidate any Credit Support held by Buyer and to apply the proceeds of such liquidation to any amounts payable to Buyer with respect to Seller's obligations hereunder in such order as Buyer may elect. For the purpose of this Section 6.4, Buyer may draw on the undrawn portion of any letter of credit provided as Credit Support up to the amount of Seller's outstanding obligations hereunder. Seller shall remain liable

for amounts due and owed to Buyer that remain unpaid after the application of Credit Support pursuant to this Section 6.4.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

7.1 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Organization and Good Standing; Power and Authority. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of Massachusetts. Subject to the receipt of the Regulatory Approval, Buyer has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Due Authorization; No Conflicts. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly authorized by all necessary actions on the part of Buyer and do not and, under existing facts and Law, shall not: (i) contravene its certificate of incorporation or any other governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) subject to receipt of the Regulatory Approval, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing.

(c) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Buyer and, assuming the due execution hereof and performance hereunder by Seller and receipt of the Regulatory Approval, constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(d) No Proceedings. Except to the extent relating to the Regulatory Approval, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Buyer or any of its properties (including, without limitation, this Agreement) which (i) relate in any manner to this Agreement or any transaction contemplated hereby, or (ii) Buyer reasonably expects to lead to a material adverse effect on (A) the validity or enforceability of this Agreement or (B) Buyer's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. Except to the extent associated with the Regulatory Approval, the execution, delivery and performance by Buyer of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken or that shall be duly obtained, made or taken on or prior to the date required, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable as required under applicable Law.

(f) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Buyer and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(g) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Buyer, or, to Buyer's knowledge, threatened against it.

(h) No Default. As of the Effective Date, no Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Buyer of its obligations under this Agreement.

7.2 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Organization and Good Standing; Power and Authority. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware. Subject to the receipt of the Permits listed in Exhibit B and any Related Transmission Approvals, Seller has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds, or shall hold, prior to the date on which they are required, all rights and entitlements (including without limitation all transmission rights) necessary to construct, own and operate the Facility and to deliver the Products to the Buyer in accordance with this Agreement.

(c) Due Authorization; No Conflicts. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly authorized by all necessary actions on the part of Seller and do not and, under existing facts and Law, shall not: (i) contravene any of its governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) assuming receipt of the Permits listed on Exhibit B and any Related Transmission Approvals, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing. Seller will not be disqualified from or be materially adversely affected in the performance of any of its obligations under this Agreement by reason of market power or affiliate transaction issues under federal or state regulatory requirements.

(d) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Seller and, assuming the due execution hereof and performance hereunder by Buyer

and receipt of the Permits listed on Exhibit B and any Related Transmission Approvals, constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(e) No Proceedings. Except to the extent associated with the Permits listed on Exhibit B and any Related Transmission Approvals, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Seller or any of its properties (including, without limitation, this Agreement) which (i) relate in any manner to this Agreement or any transaction contemplated hereby or (ii) Seller reasonably expects to lead to a material adverse effect on (A) the validity or enforceability of this Agreement or (B) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. Subject to the receipt of the Permits listed on Exhibit B on or prior to the date such Permits are required under applicable Law and subject to the receipt of the Related Transmission Approvals on or prior to the date such Related Transmission Approvals are required under Applicable Law, the execution, delivery and performance by Seller of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable. As of the Effective Date, Seller expects to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits have not previously been received.

(g) RPS Class I Renewable Generation Unit. The Facility shall be eligible to become qualified as a RPS Class I Renewable Generation Unit, and, on the Commercial Operation Date, the Facility shall be a RPS Class I Renewable Generation Unit, qualified by the DOER as eligible to participate in the RPS program, under 225 CMR 14.00.

(h) Title to Products. Seller has and shall have good and marketable title to all Products sold and Delivered to Buyer under this Agreement, free and clear of all liens, charges and encumbrances. Except as permitted in this Agreement, Seller has not sold and shall not sell any such Products to any other Person, and no Person other than Seller can claim an interest in any Product to be sold to Buyer under this Agreement.

(i) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Seller and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(j) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Seller, or, to Seller's knowledge, threatened against it.

(k) No Misrepresentations. The reports and other submittals by Seller to Buyer under this Agreement are not false or misleading in any material respect.

(l) No Default. As of the Effective Date, no Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Seller of its obligations under this Agreement.

(m) Site Control. As of the Effective Date, (A) other than with respect to the State Forest Easement and the easements related to transmission collection lines for the Facility, Seller either (i) has acquired all real property rights to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility, to construct the Network Upgrades (to the extent it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement or (ii) has an irrevocable option to acquire such real property rights and the only condition upon Seller's exercise of such option to acquire such real property rights is the payment of an amount that represents the fair market value of such real property rights, and (B) the terms of the authorizing legislation for the State Forest Easement are acceptable to Seller (including without limitation the price to be paid for the State Forest Easement) and Seller is not aware of any impediment to obtaining the State Forest Easement on commercially reasonable terms.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Section are made as of the Effective Date and, unless any such representation or warranty is made as of the Effective Date or another specific date, are deemed made continually throughout the Term, subject to the removal of the references to the Regulatory Approval and Permits as and when the Regulatory Approval and Permits are obtained. If at any time during the Term, a Party obtains actual knowledge of any event or information which causes any of the representations and warranties in this Article 7 to be untrue or misleading, such Party shall provide the other Party with prompt written notice of the event or information, the representations and warranties affected, and the corrective action such Party shall take. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

7.4 Forward Capacity Market Participation. Seller must take (i) all necessary and appropriate actions to qualify and participate; and (ii) commercially reasonable actions to be selected and compensated in every auction applicable to the Services Term, in any capacity market, including the Forward Capacity Market and any successor capacity market. Subject to Good Utility Practice and the manufacturer's guidelines for all material components of the Facility, Seller shall operate the Facility in a manner to maximize the Capacity Supply Obligation of the Facility. Seller shall use best efforts to make Network Upgrades such that the maximum output of the Facility shall be qualified to participate in the FCM. Seller shall provide documentation to the Buyer demonstrating the satisfaction of the foregoing obligations. Notwithstanding the foregoing, Seller shall have no obligation under this Section 7.4 unless and until Seller can participate in the FCM as provided in the ISO-NE Rules, as revised from time to time at materially no more cost or risk than would be incurred by a wind generating facility of comparable size within the ISO-NE control area under the ISO-NE Rules at that time. Notwithstanding the foregoing, nothing in this Agreement shall entitle Buyer to any capacity revenues related to the Facility.

8. REGULATORY APPROVAL

8.1 Receipt of Regulatory Approval. The obligations of the Parties to perform this Agreement, other than the Parties' obligations under Section 6.1, Section 8.2, and Section 12, are conditioned upon and shall not become effective or binding until the earlier of: (a) the receipt of the Regulatory Approval and the receipt of final approval of the Other Agreements from the other Regulatory Agencies, or (b) both (i) the receipt of the Regulatory Approval from the MDPU, and (ii) Seller's delivery of written notice to Buyer that Seller elects to make this Agreement immediately effective and binding, which such notice may be delivered to Buyer at any time between the receipt of the Regulatory Approval from the MDPU and fifteen (15) days after the other Regulatory Agencies issue final decisions with respect to the Other Agreements. Buyer shall (A) file for the Regulatory Approval within one hundred eighty (180) days of the Effective Date and (B) notify Seller within five (5) Business Days after receipt of the Regulatory Approval or receipt of any other order of the MDPU regarding this Agreement. This Agreement may be terminated by either Buyer or Seller in the event that (1) Regulatory Approval is not received from the MDPU within two hundred seventy (270) days after filing for the Regulatory Approval, or (2) either (y) the final approval of the Other Agreements from the other Regulatory Agencies has not been received or (z) Seller has not given notice to Buyer that it elects to make this Agreement effective and binding, in the case of either subclause (y) or (z), within two hundred seventy (270) days after filing for the Regulatory Approval. Any such termination of this Agreement by either Buyer or Seller shall be without further liability to either Party, subject to the return of Credit Support as provided in Section 6.3.

8.2 Related Transmission Approvals. The obligation of the Parties to perform this Agreement is further conditioned upon the receipt of any Related Transmission Approvals on or prior to the date such Related Transmission Approvals are required under Applicable Law.

9. BREACHES; REMEDIES

9.1 Events of Default by Either Party. It shall constitute an event of default (**"Event of Default"**) by either Party hereunder if:

(a) Representation or Warranty. Any breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement occurs and, with respect to the period after the Effective Date, such breach would materially and adversely affect the ability of such Party to perform its obligations under this Agreement, where such breach is not fully cured and corrected within thirty (30) days after the Non-Defaulting Party has provided written notice to the Defaulting Party; or

(b) Payment Obligations. Any undisputed payment due and payable hereunder is not made on the date due, and such failure continues for more than ten (10) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than:

(i) a failure to Deliver Scheduled Energy and RECs as specified in Section 9.2(h),

(ii) a Delivery Failure (the sole remedy for which shall be the payment of Cover Damages as set forth in Section 4.3 except to the extent such Failure constitutes an Event of Default pursuant to Section 9.2(h)),

(iii) failure of the Facility to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date,

(iv) a failure to maintain the RPS eligibility requirements as a result of a change in Law (the remedies for which are set forth in Section 4.7(b)),

(v) a Rejected Purchase (the sole remedy for which shall be the payment of Resale Damages as set forth in Section 4.4), or

(vi) an Event of Default described in Section 9.1(a), 9.1(b), 9.1(d), 9.1(e) or 9.2,

such Party fails to perform, observe or otherwise to comply with any obligation hereunder and such failure continues for more than thirty (30) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; provided, however, that such period shall be extended for an additional period of up to sixty (60) days if the Defaulting Party is unable to cure within the initial thirty (30) day period so long as corrective action has been taken by the Defaulting Party within such initial 30-day period and such cure is diligently pursued by the Defaulting Party until such Default had been corrected, but in any event shall be cured within ninety (90) days of the notice from the Non-Defaulting Party; or

(d) Bankruptcy. Such Party (i) is adjudged bankrupt or files a petition in voluntary bankruptcy under any provision of any bankruptcy law or consents to the filing of any bankruptcy or reorganization petition against such Party under any such law, or (without limiting the generality of the foregoing) files a petition to reorganize pursuant to 11 U.S.C. § 101 or any similar statute applicable to such Party, as now or hereinafter in effect, (ii) makes an assignment for the benefit of creditors, or admits in writing an inability to pay its debts generally as they become due, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Party, or (iii) is subject to an order of a court of competent jurisdiction appointing a receiver or liquidator or custodian or trustee of such Party or of a major part of such Party's property, which is not dismissed within sixty (60) days; or

(e) Permit Compliance. Such Party fails to obtain and maintain or cause to be obtained and maintained in full force and effect any Permit (other than the Regulatory Approval) necessary for such Party to perform its obligations under this Agreement, and such failure is not cured within thirty (30) days after Seller has obtained actual knowledge of such failure. Upon Seller obtaining actual knowledge of such failure to obtain or maintain any Permit, Seller shall provide prompt written notice to Buyer regarding such failure and Seller's intent to cure.

9.2 Events of Default by Seller. In addition to the Events of Default described in Section 9.1, each of the following shall constitute an Event of Default by Seller hereunder if:

(a) Taking of Facility Assets. Any asset of Seller that is material to the construction, operation or maintenance of the Facility or the performance by Seller of its obligations hereunder is taken upon execution or by other process of law directed against Seller, other than by condemnation or eminent domain, or any such asset is taken upon or subject to any attachment by any creditor of or claimant against Seller and such attachment is not disposed of within sixty (60) days after such attachment is levied; or

(b) Failure to Maintain Credit Support. The failure of Seller to provide, maintain and/or replenish the Development Period Security or the Operating Period Security as required pursuant to Article 6 of this Agreement, and such failure continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller. For the avoidance of doubt, it shall be deemed an Event of Default if Seller provides Credit Support in the form of a letter of credit and, with respect to an outstanding letter of credit, one of the following events occurs with respect to the issuer of such letter of credit: (i) such issuer shall fail to be a Qualified Bank; (ii) such issuer shall fail to comply with or perform its obligations under such letter of credit; or (iii) such issuer shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such letter of credit, and (a) such failure, disaffirmation, disclamation, repudiation or rejection continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller and (b) Seller has not transferred replacement Credit Support meeting the requirements of this Agreement to Buyer within such five (5) Business Day period; or

(c) Energy Output. The failure of the Facility to produce Metered Output or to Deliver Scheduled Energy for twelve (12) consecutive months during the Services Term for any reason other than Force Majeure; or

(d) Failure to Satisfy ISO-NE or NYISO Obligations. The failure of Seller to satisfy, or cause to be satisfied (other than by Buyer), any material obligation under the ISO-NE Rules or ISO-NE Practices or the NYISO Rules applicable to the Facility, or any other material obligation with respect to ISO-NE or NYISO, after giving effect to any applicable cure period thereunder, and such failure has a material adverse effect on the Facility or Seller's ability to perform its obligations under this Agreement and such failure is not cured within the later of (i) five (5) days of the occurrence of such failure by Seller and (ii) the lapse of any applicable cure period under the ISO-NE Rules, ISO-NE Practices or NYISO Rules, as applicable; or

(e) Failure to Meet Critical Milestones. The failure of Seller to satisfy any Critical Milestone by the date set forth therefor in Section 3.1(a), as the same may be extended in accordance with Section 3.1(c) and/or Section 2.2(d), as applicable; or

(f) Abandonment. On or after the Commercial Operation Date, the permanent relinquishment by Seller of all of its possession and control of the Facility, other than a transfer permitted under this Agreement; or

(g) Assignment. The assignment of this Agreement by Seller, or Seller's sale or transfer of its interest (or any part thereof) in the Facility, except as permitted in accordance with Article 14; or

(h) Recurring Failure to Deliver Energy and RECs. Seller has Delivered no Scheduled Energy or RECs for ten (10) or more consecutive days, except to the extent such failure is due solely to Force Majeure or the unavailability of the transmission interface between the ISO-NE and NYISO control areas, without regard to the cost Seller would incur to Deliver Scheduled Energy; or

(i) Failure to Provide Status Reports. A failure to provide timely, accurate and complete status reports in accordance with this Agreement, and such failure continues for more than thirty (30) days after notice thereof is given by the Buyer; or

(j) Failure to Maintain RPS Eligibility. A failure to maintain RPS eligibility requirements set forth in Section 4.7(b) for any reason other than a change in Law.

9.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence and during the continuance of an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to (i) withhold any payments due the Defaulting Party under this Agreement, (ii) suspend its performance hereunder, and (iii) exercise such other remedies as provided for in this Agreement including, without limitation, the termination right set forth in Section 9.3(b), and, to the extent not inconsistent with the terms of this Agreement, such remedies available at law and in equity. In addition to the foregoing, except for breaches for which an express remedy or measure of damages is provided herein, the Non-Defaulting Party shall retain its right of specific performance to enforce the Defaulting Party's obligations under this Agreement.

(b) Termination and Termination Payment. Upon the occurrence of an Event of Default, a Non-Defaulting Party may terminate this Agreement at its sole discretion by providing written notice of such termination to the Defaulting Party. If the Non-Defaulting Party terminates this Agreement, it shall be entitled to calculate and receive as its sole remedy for such Event of Default a **"Termination Payment"** as follows:

(i) *Termination by Buyer Prior to Commercial Operation Date.* If Buyer terminates this Agreement because of an Event of Default by Seller occurring prior to the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the sum of (x) all Delay Damages due and owing by Seller through the date of such termination plus (y) the full amount of any Development Period Security provided to Buyer by Seller (including the amount of any Development Period Security required to be replenished hereunder).

(ii) *Termination by Seller Prior to Commercial Operation Date.* If Seller terminates this Agreement because of an Event of Default by Buyer prior to the Commercial Operation Date, Seller shall only receive a Termination Payment if the Commercial Operation Date either occurs on or before the Guaranteed Commercial Operation Date or would have occurred by such date but for the Event of

Default by Buyer giving rise to the termination of this Agreement. In such case, (x) if Seller terminates this Agreement because of an Event of Default by Buyer prior to the Financial Closing Date, the Termination Payment due to Seller shall be equal to the lesser of: (i) Buyer's Percentage Entitlement of Seller's out-of-pocket expenses reasonably incurred in connection with the development and construction of the Facility prior to such termination and for which Seller has provided adequate documentation to enable Buyer to verify the expense claimed, or (ii) the Termination Payment due to Seller as calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller; and (y) if Seller terminates this Agreement because of an Event of Default by Buyer on or after the Financial Closing Date, the Termination Payment due to Seller shall be calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller. For purposes of this Section 9.3(b)(ii), Seller's "out-of-pocket" expenses shall include all payments reasonably and actually made by Seller as of the termination date, including any down payments made to any third party equipment provider or the Interconnecting Utility, as well as all re-stocking fees, termination or cancellation payments, breakage costs or similar payments under any agreements between Seller and any third party.

(iii) *Termination by Buyer On or After Commercial Operation Date.* If Buyer terminates this Agreement because of an Event of Default by Seller occurring on or after the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the greater of: (i) the security provided in accordance with Article 6, or (ii) the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of default, plus 300 basis points, for each month remaining in the Services Term, of (i) the amount, if, any, by which the forward market price of Energy and Renewable Energy Credits, as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Buyer, for Replacement Energy and Replacement RECs, exceeds the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, multiplied by (ii) Buyer's Percentage Entitlement of the projected Scheduled Energy as determined by a recognized third party expert selected by Buyer, using a probability of exceedance basis of 50% and assuming no more than the Minimum Required Deliveries are Delivered; plus, (y) any costs incurred by Buyer as a result of the Event of Default and

termination of the Agreement. All such amounts shall be determined by Buyer in good faith and in a commercially reasonable manner, and Buyer shall provide Seller with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iii).

(iv) *Termination by Seller On or After Commercial Operation Date.* If Seller terminates this Agreement because of an Event of Default by Buyer occurring on or after the Commercial Operation Date, the Termination Payment due to Seller shall be equal to the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of default, plus 300 basis points, for each month remaining in the Services Term, of (i) the amount, if, any, by which the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, exceeds the forward market price of Energy and Renewable Energy Credits as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Seller, for Replacement Energy and Replacement RECs, multiplied by (ii) Buyer's Percentage Entitlement of the projected Scheduled Energy as determined by a recognized third party expert selected by Seller using a probability of exceedance basis of fifty percent (50%) and assuming no more than the Minimum Required Deliveries are Delivered; plus, (y) any costs incurred by Seller as a result of the Event of Default and termination of the Agreement. All such amounts shall be determined by Seller in good faith and in a commercially reasonable manner, and Seller shall provide Buyer with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iv).

(v) *Acceptability of Liquidated Damages.* Each Party agrees and acknowledges that (i) the damages that the Parties would incur due to an Event of Default would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Termination Payment as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(vi) *Payment of Termination Payment.* The Defaulting Party shall make the Termination Payment within ten (10) Business Days after such notice is effective, regardless whether the Termination Payment calculation is disputed. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall within ten (10) Business Days

of receipt of the calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. If the Parties are unable to resolve the dispute within thirty (30) days, Article 11 shall apply.

(c) Set-off. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to withhold and set off any amounts owed by the Non-Defaulting Party to the Defaulting Party against any payments and any other amounts owed by the Defaulting Party to the Non-Defaulting Party, including any Termination Payment payable as a result of any early termination of this Agreement.

(d) Notice to Lenders. Seller shall provide Buyer with a notice identifying a single Lender (if any) to whom default notices are to be issued. Buyer shall provide a copy of the notice of any default of Seller under this Article 9 to that Lender, and Buyer shall afford such Lender the same opportunities to cure Events of Default under this Agreement as are provided to Seller hereunder.

(e) Limitation of Remedies, Liability and Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

10. FORCE MAJEURE

10.1 Force Majeure.

(a) The term **"Force Majeure"** means an unusual, unexpected and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that directly prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (v) any full or partial curtailment in the electric output of the Facility that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or design, manufacturing or other flaws in the equipment comprising the Facility or flaws in the installation of that equipment, unless such curtailment is caused by an Act of God such as a flood, hurricane or tornado, or by sabotage, terrorism or war, (w) any occurrence or event that solely increases the costs or causes an economic hardship to a Party, (x) any occurrence or event that was caused by or contributed to by the Party claiming the Force Majeure, (y) Seller's ability to sell the Products at a price greater than that set out in this Agreement, or (z) Buyer's ability to procure the Products at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely obtain and maintain all necessary Permits (excepting the Regulatory Approval until final and non-appealable) or qualifications, any delay or failure in satisfying the Critical Milestone obligations specified in Section 3.1(a)(i) (Site Control), Section 3.1(a)(ii) (Permits) or Section 3.1(a)(iv) (Financing), a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure or be the basis for a claim of Force Majeure. Neither Party may raise a claim of Force Majeure due to the failure of a third party to perform its obligations unless such failure itself would constitute Force Majeure under this Agreement. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider or another failure or inability to obtain transmission service unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Metered Output to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined herein has occurred.

(b) Subject to Section 3.1(d), if either Party is unable, wholly or in part, by Force Majeure to perform obligations under this Agreement, such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be

promptly corrected to the extent it may be corrected through the exercise of due diligence. Neither party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure.

(c) Notwithstanding the foregoing if, after the Commercial Operation Date, any Force Majeure prevents full or partial performance under this Agreement for a period of twelve (12) months or more, the Party whose performance is not prevented by Force Majeure shall have the right to terminate this Agreement upon written notice to the other Party and without further recourse. If any Force Majeure prevents full or partial performance under this Agreement before the Commercial Operation Date, Section 3.1(d) will apply to such Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its stated Term.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a **"Dispute"**), in addition to any other remedies provided hereunder, the Parties shall attempt to resolve such Dispute through consultations between the Parties. If the Dispute has not been resolved within fifteen (15) Business Days after such consultations between the Parties, then either Party may seek to resolve such Dispute in the courts of Massachusetts in accordance with Section 11.3; provided, however, if the Dispute is subject to FERC's jurisdiction over wholesale power contracts, then either Party may elect to proceed with the mediation through FERC's Dispute Resolution Service; provided, however, that if one Party fails to participate in the negotiations as provided in this Section 11.1, the other Party can initiate mediation prior to the expiration of the thirty (30) Business Days. Unless otherwise agreed, the Parties will select a mediator from the FERC panel. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes. To the fullest extent permitted by law, any mediation proceeding and any settlement shall be maintained in confidence by the Parties.

11.2 Allocation of Dispute Costs. The fees and expenses associated with mediation shall be divided equally between the Parties, and each Party shall be responsible for its own legal fees, including but not limited to attorney fees, associated with any Dispute. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in FERC's rules for mediation.

11.3 Consent to Jurisdiction. Subject to Section 11.1, the Parties agree to the exclusive jurisdiction of the state and federal courts located in Massachusetts for any legal proceedings that may be brought by a Party arising out of or in connection with any Dispute.

11.4 Waiver of Jury Trial and Inconvenient Forum Claim. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT. BOTH PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE

LAYING OF VENUE AS SET FORTH IN THIS ARTICLE 11 AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

12. CONFIDENTIALITY

12.1 Nondisclosure. Buyer and Seller each agrees not to disclose to any Person and to keep confidential, and to cause and instruct its Affiliates, officers, directors, employees, partners and representatives not to disclose to any Person and to keep confidential, any non-public information relating to the terms and provisions of this Agreement, any financial statements delivered pursuant to Section 16.2, any information relating to the Products to be supplied by Seller hereunder, and such other non-public information that is designated as "Confidential." Notwithstanding the foregoing, any such information may be disclosed:

(a) to the extent Buyer determines it is appropriate in connection with efforts to obtain or maintain the Regulatory Approval or to seek rate recovery for amounts expended by Buyer under this Agreement;

(b) as required by applicable laws, regulations, filing requirements, rules or orders or by any subpoena or similar legal process of any Governmental Entity so long as the disclosing Party gives the non-disclosing Party written notice at least three (3) Business Days prior to such disclosure, if practicable;

(c) to the Affiliates of either Party and to the consultants, attorneys, auditors, financial advisors, lenders or potential lenders, investors or potential investors and their respective advisors of either Party or their Affiliates, but solely to the extent they have a need to know that information;

(d) in order to comply with any rule or regulation of any Transmission Provider stock exchange or similar Person or for financial disclosure purposes;

(e) to the extent the non-disclosing Party shall have consented in writing prior to any such disclosure;

(f) to the extent that the information was previously made publicly available other than as a result of a breach of this Section 12.1;

(g) by Seller to NYDPS in connection with obtaining the Article 10 Permit, including, without limitation, the terms and conditions of this Agreement;

provided, however, in each case, that the Party seeking such disclosure shall, to the extent practicable, use commercially reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this Section 12.1.

12.2 Public Statements. No public statement, press release or other voluntary publication regarding this Agreement or the transactions to be made hereunder shall be made or issued without the prior consent of the other Party.

13. INDEMNIFICATION

13.1 Indemnification Obligations. Seller shall indemnify, defend and hold Buyer and its partners, shareholders, directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever in connection with or arising from Seller's negligence, gross negligence, or willful misconduct, or Seller's failure to perform or satisfy any obligation or liability under this Agreement.

13.2 Failure to Defend. If Seller fails to assume the defense of a claim meriting indemnification, Buyer may at the expense of Seller contest, settle or pay such claim.

14. ASSIGNMENT AND CHANGE OF CONTROL

14.1 Prohibition on Assignments. Except as permitted under this Article 14, neither this Agreement, nor any portion hereof, may be assigned by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. The Party requesting the other Party's consent to an assignment of this Agreement will reimburse such other Party for all out-of-pocket costs and expenses such other Party incurs in connection with that consent, without regard to whether such consent is provided. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement (and shall not impair any Credit Support given by Seller hereunder) unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations thereunder.

14.2 Permitted Assignment by Seller. Seller may, without Buyer's prior written consent, pledge, encumber or assign the Facility, this Agreement or the accounts, revenues or proceeds under this Agreement to any Lender as security for financing in respect of the Facility. Notwithstanding the foregoing, in connection with any such a pledge, encumbrance or assignment, Buyer shall execute consents to assignment and estoppels that are in form and substance reasonably satisfactory to Buyer and such Lender that incorporates terms and conditions customary for a transaction of this type; provided, however, that Buyer shall not be obligated to enter into any consent which modifies the terms and conditions of this Agreement. Buyer shall not unreasonably withhold, condition or delay providing its consent to an assignment to a Lender. Seller may assign this Agreement to any Affiliate of Seller, upon Buyer's consent, which shall not be unreasonably withheld, conditioned or delayed. Seller will reimburse Buyer for all out-of-pocket costs and expenses incurred by Buyer in connection with such consent, without regard to whether such consent is provided.

14.3 Change in Control over Seller. Buyer's consent shall be required for any direct change in Control of Seller, which consent shall not be unreasonably withheld, conditioned or delayed and shall be provided if Buyer reasonably determines that such change in Control does not have a material adverse effect on Seller's creditworthiness or Seller's ability to perform its obligations under this Agreement. A change in Control in EverPower Wind Holdings, Inc. shall

not require the consent of Buyer; provided that Seller provides written notice of such change to Buyer within thirty (30) days after such change.

14.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with any merger or consolidation of the Buyer with or into another Person or any exchange of all of the common stock or other equity interests of Buyer or Buyer's parent for cash, securities or other property or any acquisition, reorganization, or other similar corporate transaction involving all or substantially all of the common stock or other equity interests in, or assets of, Buyer, or (b) to any substitute purchaser of the Products, so long as in the case of either clause (a) or clause (b) of this Section 14.4, either (1) the proposed assignee's credit rating is at least either BBB- from S&P or Baa3 from Moody's or (2) the proposed assignee's credit rating at the time of the proposed assignment is equal to or better than that of Buyer on the Effective Date, or (3) (i) such assignment, or in the case of clause (a) above the transaction associated with such assignment, has been required by legislative action or has been approved by the MDPU and any other appropriate Government Entity, as applicable, as part of a larger transaction of Buyer, and (ii) if such assignment is not to an Affiliate of Buyer, or in the case of clause (a) above the counterparty to the transaction is not an Affiliate of Buyer, such assignee or counterparty shall have provided Seller with Credit Support in the amount of $82,656.

14.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 14 shall be null and void.

15. TITLE; RISK OF LOSS

Title to and risk of loss related to Buyer's Percentage Entitlement of the Energy shall transfer from Seller to Buyer at the Delivery Point. Title and risk of loss related to Buyer's Percentage Entitlement of the RECs shall transfer to Buyer when the same are credited to Buyer's GIS account(s) or the GIS account(s) designated by Buyer to Seller in writing. Seller warrants that it shall deliver to Buyer the Products free and clear of all liens and claims therein or thereto by any Person.

16. AUDIT

16.1 Audit. Each Party shall have the right, upon reasonable advance notice, and at its sole expense (unless the other Party has defaulted under this Agreement, in which case the Defaulting Party shall bear the expense) and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement (including the determination of any Cover Damages or Resale Damages). If requested, a Party shall provide to the other Party additional information documenting the quantities of Products delivered or provided hereunder. If any such examination reveals any overcharge, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall include interest at the Late Payment Rate from the date the overpayment was made until credited or paid.

16.2 Access to Financial Information. Seller shall provide to Buyer within fifteen (15) days of receipt of Buyer's written request financial information and statements applicable to Seller

as well as access to financial personnel, so that Buyer may address any inquiries relating to Seller's financial resources.

17. NOTICES

Any notice or communication given pursuant hereto shall be in writing and (1) delivered personally (personally delivered notices shall be deemed given upon written acknowledgment of receipt after delivery to the address specified or upon refusal of receipt); or (2) mailed by registered or certified mail, postage prepaid (mailed notices shall be deemed given on the actual date of delivery, as set forth in the return receipt, or upon refusal of receipt); or (3) delivered by fax or electronic mail (notices sent by fax or electronic mail shall be deemed given upon confirmation of delivery); or (4) by reputable overnight courier; in each case addressed as follows or to such other addresses as may hereafter be designated by either Party to the other in writing:

If to Buyer:
Mr. James Daly, Vice President – Energy Supply
Western Massachusetts Electric Company DBA Eversource Energy
247 Station Drive
Westwood, MA 02090
(781) 441-8258
(781) 441-8053 (fax)
James.Daly@Eversource.com

With a copy to:
Western Massachusetts Electric Company DBA Eversource Energy
800 Boylston Street
Boston, MA 02199

Attention: Timothy Cronin
Legal Department / P1701
(617) 424-2104
(617) 424-2733 (fax)
Timothy.Cronin@eversource.com

If to Seller:
Chief Commercial Officer
EverPower Wind Holdings, Inc.
1251 Waterfront Place, 3rd Floor
Pittsburgh, PA 15222
(412) 253-9400
(412) 578-9757 (fax)
E-mail: all-commercial@everpower.com

18. WAIVER AND MODIFICATION

This Agreement may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties, and no subsequent conduct of any Party or course of dealings between the Parties shall effect or be deemed to effect any such amendment or waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any

other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of or acquiescence in or to such provision. Buyer shall determine in its sole discretion whether any amendment or waiver of the provisions of this Agreement shall require Regulatory Approval or MDPU filing and/or approval. If Buyer determines that any such approval or filing is required, then such amendment or waiver shall not become effective unless and until Regulatory Approval or such other approval is received, or such MDPU filing is made and any requested MDPU approval is received.

19. INTERPRETATION

19.1 Choice of Law. Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the Commonwealth of Massachusetts (without regard to its principles of conflicts of law).

19.2 Headings. Article and Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections and exhibits are, unless the context otherwise requires, references to articles, sections and exhibits of this Agreement. The words "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

19.3 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code.

19.4 Standard of Review. The Parties acknowledge and agree that the standard of review for any avoidance, breach, rejection, termination or other cessation of performance of or changes to any portion of this integrated, non-severable Agreement (as described in Section 22) over which FERC has jurisdiction, whether proposed by Seller, by Buyer, by a non-party of, by FERC acting *sua sponte* shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Serv. Co., 350 U.S. 332 (1956) and Federal Power Comm'n v. Sierra Pac. Power Co., 350 U.S. 348 (1956), and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Public Utility Commission, 558 U.S. 527 (2010). The Parties, for themselves and their successors and assigns, expressly and irrevocably waive any rights they can or may have to the application of any other standard of review. Each Party agrees that if it seeks to amend any applicable power sales tariff during the Term, such amendment shall not in any way materially and adversely affect this Agreement without the prior written consent of the other Party. Each Party further agrees that it shall not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.

19.5 Change in ISO-NE Rules and Practices. This Agreement is subject to the ISO-NE Rules and ISO-NE Practices. If, during the Term of this Agreement, any ISO-NE Rule or ISO-NE Practice is terminated, modified or amended or is otherwise no longer applicable, resulting in a material alteration of a material right or obligation of a Party hereunder, the Parties agree to negotiate in good faith in an attempt to amend or clarify this Agreement to embody the Parties' original intent regarding their respective rights and obligations under this Agreement, provided

that neither Party shall have any obligation to agree to any particular amendment or clarification of this Agreement. The intent of the Parties is that any such amendment or clarification reflect, as closely as possible, the intent, substance and effect of the ISO-NE Rule or ISO-NE Practice being replaced, modified, amended or made inapplicable as such ISO-NE Rule or ISO-NE Practice was in effect prior to such termination, modification, amendment, or inapplicability, provided that such amendment or clarification shall not in any event alter (i) the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the amount of any net payment to be made hereunder, including Seller's indemnification obligations or either Party's obligations to pay any costs or expenses of the other Party.

19.6 Dodd Frank Act Representations. The Parties agree that this Agreement (including all transactions reflected herein) is not a "swap" within the meaning of the Commodity Exchange Act ("CEA") and the rules, interpretations and other guidance of the Commodity Futures Trading Commission ("CFTC rules"), and that the primary intent of this Agreement is physical settlement (i.e., actual transfer of ownership) of the nonfinancial commodity and not solely to transfer price risk. In reliance upon such agreement, each Party represents to the other that:

(a) With respect to the commodity to be purchased and sold hereunder, it is a commercial market participant, a commercial entity and a commercial party, as such terms are used in the CFTC rules, and it is a producer, processor, or commercial user of, or a merchant handling, the commodity and it is entering into this Agreement for purposes related to its business as such;

(b) It is not registered or required to be registered under the CFTC rules as a swap dealer or a major swap participant;

(c) It has entered into this Agreement in connection with the conduct of its regular business and it has the capacity or ability to regularly make or take delivery of the commodity to be purchased and sold hereunder;

(d) With respect to the commodity to be purchased and sold hereunder, it intends to make or take physical delivery of the commodity;

(e) At the time that the Parties enter into this Agreement, any embedded volumetric optionality in this Agreement is primarily intended by the holder of such option or optionality to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the commodity to be purchased and sold hereunder;

(f) With respect to any embedded commodity option in this Agreement, such option is intended to be physically settled so that, if exercised, the option would result in the sale of the commodity to be purchased or sold hereunder for immediate or deferred shipment or delivery;

(g) The commodity to be purchased and sold hereunder is a nonfinancial commodity, and is also an exempt commodity or an agricultural commodity, as such terms are defined and interpreted in the CFTC rules. To the extent that reporting of any transactions related to this Agreement is required by the CFTC rules, the Parties agree that Seller shall be responsible

for such reporting (the "Reporting Party"). The Reporting Party's reporting obligations shall continue until the reporting obligation has expired or has been terminated in accordance with CFTC rules. The Buyer, as the Party that is not undertaking the reporting obligations shall timely provide the Reporting Party all necessary information requested by the Reporting Party for it to comply with CFTC rules.

19.7 Change in Law or Buyer's Accounting Treatment, Subsequent Judicial or Regulatory Action.

(a) If, during the Term of this Agreement, there is a change in Law or accounting standards or rules or a change in the interpretation or applicability thereof that would result in adverse balance sheet or creditworthiness impacts on Buyer associated with this Agreement or the amounts paid for Products purchased hereunder, the Buyer shall prepare an amendment to this Agreement to avoid or mitigate such impacts. Buyer shall prepare such amendment in a manner that is designed to be limited to changes required to avoid or mitigate the adverse balance sheet or creditworthiness impact. Buyer shall use commercially reasonable efforts to prepare such amendment in a manner that mitigates any material adverse effect(s) on Seller (as identified by Seller, acting reasonably) that could reasonably be expected to result from such amendment, but only to the extent that such mitigation can be accomplished in a manner that is consistent with the purpose of such amendment. Seller agrees to execute such amendment provided that such amendment does not (unless the Seller otherwise agrees) alter: (i) alter the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the amount of any net payment to be made hereunder, including Seller's indemnification obligations or either Party's obligations to pay any costs or expenses of the other Party.

(b) Upon a determination by a court or regulatory body having jurisdiction (i) over this Agreement or any of the Parties hereto, or (ii) over the establishment and enforcement of any of the statutes or regulations or orders or actions of regulatory agencies (including the MDPU) supporting this Agreement or the rights or (iii) over the rights or obligations of the Parties hereunder that any of the statutes or regulations supporting this Agreement or the rights or obligations of the Parties hereunder, or orders of or actions of regulatory agencies (including the MDPU) implementing such statutes or regulations, or this Agreement on its face or as applied, in the reasonable determination by a Party, violates any Law (including the State or Federal Constitution) (an "**Adverse Determination**"), each Party shall have the right to suspend performance under this Agreement without liability. Seller may deliver and sell Products to a third party during any period of time for which Buyer suspends payments or purchases under this Section. Upon an Adverse Determination becoming final and non-appealable, Buyer shall make a good faith determination regarding whether the Adverse Determination does or may adversely affect the enforceability of any provision of this Agreement and/or Buyer's continued ability to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement and to recover remuneration equal to two and three quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement and whether such adverse effect(s) of the Adverse Determination can reasonably be mitigated by amending the Agreement in a manner that allows the Agreement to continue with modification. If, in Buyer's sole reasonable judgment, such adverse effect(s) of the Adverse Determination cannot be reasonably mitigated by amending the Agreement, Buyer shall have the right to terminate the

Agreement. If Buyer determines that such effect(s) can be so mitigated, it shall promptly prepare an amendment to this Agreement designed to be limited to changes required to avoid or mitigate such effect(s). Thereafter, Buyer and Seller shall negotiate the terms of such amendment in good faith; provided, however, that neither Buyer nor Seller will be required to agree to any particular amendment. If Seller and Buyer cannot reach agreement on such amendment within sixty (60) days after Buyer delivers to Seller the first draft thereof, then either Party may terminate this Agreement by written notice to the other Party delivered within thirty (30) days after such sixty (60) day period. Upon a termination pursuant to this section, Seller shall: (a) prepare a final invoice to Buyer for Products delivered to Buyer, which Buyer shall pay in the normal course pursuant to Section 5.2(b); and (b) have no further obligations or liabilities to Buyer and Seller shall have the right to sell Energy, RECs and capacity to third parties and Seller and Buyer shall have no further obligations or liabilities to the other Party under this Agreement.

19.8 Joint Preparation. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

20. COUNTERPARTS; FACSIMILE SIGNATURES

Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original. Facsimile signatures hereon or on any notice or other instrument delivered under this Agreement shall have the same force and effect as original signatures.

21. NO DUTY TO THIRD PARTIES

Except as provided in any consent to assignment of this Agreement, nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a Party to this Agreement.

22. SEVERABILITY

If any term or provision of this Agreement or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this Agreement and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this Agreement for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction. The Parties acknowledge and agree that essential terms and conditions of this Agreement for each Party include, without limitation, all pricing and payment terms and conditions of this Agreement, and that the essential terms and conditions of this Agreement for Buyer also include, without limitation, the terms and conditions of Section 19.7 of this Agreement.

23. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed as creating any relationship between Buyer and Seller other than that of Seller as independent contractor for the sale of Products, and Buyer as principal and purchaser of the same. Neither Party shall be deemed to be the agent of the other Party for any purpose by reason of this Agreement, and no partnership or joint venture or fiduciary relationship between the Parties is intended to be created hereby. Nothing in this Agreement shall be construed as creating any relationship between Buyer and the Interconnecting Utility.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications.

[Signature page follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

WESTERN MASSACHUSETTS ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By: _____
Name: JAMES G. DALY
Title: VP, ENERGY SUPPLY

CASSADAGA WIND LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

WESTERN MASSACHUSETTS ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By: _____
Name:
Title:

CASSADAGA WIND LLC

By: _____
Name:
Title:

James Spencer
President & CEO

EXHIBIT A

DESCRIPTION OF FACILITY

Facility: Cassadaga Wind Project

Technology: Wind

Site Location: Chautauqua County, New York (Latitude 42.284°, Longitude -79.301°)

Nameplate Capacity: 126 MW

Expected Maximum Output: 126 MW per hour

Interconnection Point: National Grid / Niagara Mohawk Moon Road 115 kV switching station

Delivery Point: NY Import-Roseton 345 kV (ISO-NE 4011)

Minimum/Maximum Operating Criteria: Turbine cut-in minimum wind speed and turbine cut-out maximum wind speed to be designated by Seller

Subject to all other provisions of this Agreement, Seller may modify the site layout of, the model of Wind Turbines and any other equipment used in, and any other characteristics of, the Facility from time to time prior to the Commercial Operation Date; provided that such modifications do not result in a change to the Interconnection Point or Delivery Point.

EXHIBIT B

PART 1: PERMITS REQUIRED FOR FACILITY CONSTRUCTION

Agency	Description of Permit/Approval
Federal	
Federal Aviation Administration	Determination of potential hazards to air navigation
U.S. Army Corps of Engineers	Section 404 or Nationwide permit for placement of fill in Federal jurisdictional waters/wetlands of the U.S.
United States Fish and Wildlife Service	Informal consultation pursuant to Section 7 of the Endangered Species Act associated with the U.S. Army Corps of Engineers permit issuance
State	
New York State Board on Electric Generation Siting and the Environment	Certificate of Environmental Compatibility and Public Need pursuant to Article 10
New York State Department of Environmental Conservation	Water Quality Certification, Section 401 of the Clean Water Act; SPDES General Permit for Construction Activity; Article 24 permit for impacts to freshwater wetlands; Article 15 permit for impacts to protected streams
Local	
Town of Arkwright	Host Community Agreement containing provisions for road use and approval of building plans
Town of Charlotte	Host Community Agreement containing provisions for road use and approval of building plans
Town of Cherry Creek	Host Community Agreement containing provisions for road use and approval of building plans
Chautauqua County	Use of County Highway Right-of-Way

PART 2: REAL ESTATE RIGHTS

Owner	Agreement Type	Land Use	Acreage
Allenbrand, Anthony	Wind Energy Lease	Turbine, Transmission	97.6
Bauer Family Limited	Wind Energy Lease	Turbine, Transmission	364.6
Blakely, Pamela	Easement	Transmission	15.6
Boutwell Hill State Forest	Easement	Transmission	2,950.0
Burkholder, John	Wind Energy Lease	Turbine, Transmission	159.9
Carlstrom, Darren	Wind Energy Lease	Turbine, Transmission	203.9
Carlstrom, Heather	Wind Energy Lease	Turbine, Transmission	140.2
Case, James	Wind Energy Lease	Turbine, Transmission	67.5
Charrington Creek Inc	Wind Energy Lease	Turbine, Transmission	363.2
Deering, Kevin	Wind Energy Lease	Turbine, Transmission	28.7
Egleston, Marc	Easement	Transmission	4.0
Emke, Dennis	Wind Energy Lease	Turbine, Transmission	449.1
Frost, Robert & Wendy	Easement	Transmission	5.2
Frost, Wendy	Easement	Transmission	31.7
Gassman, Jennifer	Easement	Transmission	14.6
Genovese, Jason	Easement	Transmission	97.4
Gierlinger, Frank	Wind Energy Lease	Turbine, Transmission	119.3
Graber, Thomas	Wind Energy Lease	Turbine, Transmission	100.5
Hall, Grant	Easement	Transmission	117.0
Hamrick, Cynthia	Easement	Transmission	16.3
Herb, Donald	Wind Energy Lease	Turbine, Transmission	109.6
Higgs, Gary	Wind Energy Lease	Turbine, Transmission	130.6
Hoelzle, Timothy	Wind Energy Lease	Turbine, Transmission	92.0
Isula, Michael	Easement	Transmission	71.4
Johnson, Deborah	Easement	Transmission	17.7
Johnson, Jason	Easement	Transmission	158.7
Johnson, Robert	Easement	Transmission	126.4
Kelly, Patrick	Easement	Transmission	33.2
Mark R. Mansfield, LLC	Easement	Transmission	107.7
McMillan, Allan	Easement	Transmission	27.2
Milliman, Lee	Wind Energy Lease	Turbine, Transmission	139.8
Morley, Donald	Easement	Transmission	45.2
Perez, Paula	Easement	Transmission	14.3
Rettig, Robert	Wind Energy Lease	Turbine, Transmission	233.5
Reynolds, Thomas	Wind Energy Lease	Turbine, Transmission	552.8
Rice-Altemus, Lisa	Easement	Transmission	8.7
Rodgers, Clyde	Wind Energy Lease	Turbine, Transmission	209.8

Rodgers, Robert	Easement	Transmission	3.9
Rowan Trust, Nicholas	Easement	Transmission	83.5
Stec, Charles	Easement	Transmission	23.4
Torgalski, Darryl	Easement	Transmission	48.6
Vanrensselaer, Robert	Easement	Transmission	41.9
Weber, Karl	Wind Energy Lease	Turbine, Transmission	243.9
Williams, Scott	Easement	Transmission	38.3
Yusczyk, John	Easement	Transmission	117.4

Seller shall have the right to obtain additional real property rights to further optimize the site layout of the Facility and to modify the Facility in accordance with the terms of this Agreement.

EXHIBIT C

FORM OF PROGRESS REPORT

For the Quarter Ending:_____

Milestones Achieved:

Milestones Pending:

Status of Progress toward achievement of Milestones during the quarter:

Status of permitting and Permits obtained during the quarter:

Status of Financing for Facility:

Current projection for Financial Closing Date:

Events expected to result in delays in achievement of any Milestones:

Critical Milestones not yet achieved and projected date for achievement:

Current projection for Commercial Operation Date:

EXHIBIT D

PRODUCTS AND PRICING

Price for Buyer's Percentage Entitlement of Products up to the Contract Maximum Amount. The Price for the Buyer's Percentage Entitlement of Delivered Products up to the Contract Maximum Amount in nominal dollars shall be as follow:

(a) Commencing on the Commercial Operation Date, the Price per MWh for the Products shall be equal to the sum of the Scheduled Energy Price and the REC Price set forth below as follows.

Year	Scheduled Energy Price (Peak Hours) ($/MWh)	Scheduled Energy Price (non-Peak Hours) ($/MWh)	REC Price ($/REC)
1	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]
4	[redacted]	[redacted]	[redacted]
5	[redacted]	[redacted]	[redacted]
6	[redacted]	[redacted]	[redacted]
7	[redacted]	[redacted]	[redacted]
8	[redacted]	[redacted]	[redacted]
9	[redacted]	[redacted]	[redacted]
10	[redacted]	[redacted]	[redacted]
11	[redacted]	[redacted]	[redacted]
12	[redacted]	[redacted]	[redacted]
13	[redacted]	[redacted]	[redacted]
14	[redacted]	[redacted]	[redacted]
15	[redacted]	[redacted]	[redacted]
16	[redacted]	[redacted]	[redacted]
17	[redacted]	[redacted]	[redacted]
18	[redacted]	[redacted]	[redacted]
19	[redacted]	[redacted]	[redacted]
20	[redacted]	[redacted]	[redacted]

EXHIBIT E

RELATED TRANSMISSION FACILITIES

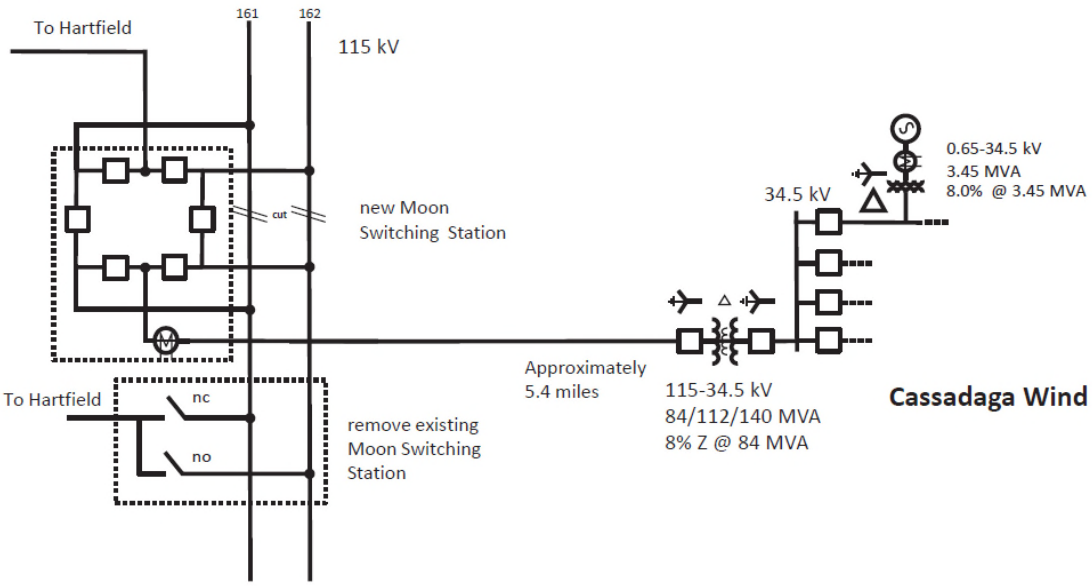

Exhibit F

EXAMPLE CALCULATIONS

Cover Damages Calculation

Hour	Net Metered Output (MWh)	Delivered Energy (MWh)	Shortfall (MWh)	Shortfall Weighting	Real-Time LMP	LMP Weight
1	77	77	[redacted]	[redacted]	$ 72.00	[redacted]
2	64	64	[redacted]	[redacted]	$ 55.00	[redacted]
3	51	40	[redacted]	[redacted]	$ 62.00	[redacted]
4*	57	33	[redacted]	[redacted]	$ (10.00)	[redacted]
5	70	45	[redacted]	[redacted]	$ 66.00	[redacted]
6	61	61	[redacted]	[redacted]	$ 110.00	[redacted]
7	52	52	[redacted]	[redacted]	$ 85.00	[redacted]
8	83	75	[redacted]	[redacted]	$ 91.00	[redacted]
9	89	60	[redacted]	[redacted]	$ 55.00	[redacted]
10	65	45	[redacted]	[redacted]	$ 60.00	[redacted]
	(Total Output MWh)	**(Total Delivered Energy MWh)**	**(Total Shortfall MWh)**			
	669	**552**	[redacted]			

*no shortfall MWhs or delivery failure if Delivery Point LMP is negative

Shortfall Weighting = Shortfall MWh in Hour / Total Shortfall MWh
LMP Weight = Shortfall Weighting * Real-Time LMP

Tolerance %	[redacted]	<-- 100% less Minimum Delivery requirement
Tolerance MWh	[redacted]	[redacted]
Shortfall (MWh)	[redacted]	
Delivery Failure (MWh)	[redacted]	<-- Delivery failure applies to MWh shortfall in excess of the tolerance
Energy Replacement Price	[redacted]	<--Sum of LMP weightings
REC Replacement Price	[redacted]	
Total Replacement Price	[redacted]	← Sum of Energy Replacement Price + REC Replacement Price
Contract Price	[redacted]	<-- Contract Price
Difference, if positive	[redacted]	
Cover Damages	[redacted]	

Delay Damages Calculation

Guaranteed COD	12/31/2020	
Actual COD	01/10/2021	
# of Days Delayed	10 Days	
Contract Maximum Amount	126 MW	
Damage Rate (Per MWh/hour)	$100	
Total Payment	$126,000	(=10 Days * 126 MW * $100)

Tab D

REDACTED

RPS CLASS I RENEWABLE GENERATION UNIT

POWER PURCHASE AGREEMENT

BETWEEN

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, D/B/A UNITIL
AS BUYER

AND

CASSADAGA WIND LLC
AS SELLER

As of May 25, 2017

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Exhibits

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (as amended from time to time in accordance with the terms hereof, this **"Agreement"**) is entered into as of May 25, 2017 (the **"Effective Date"**), by and between Fitchburg Gas and Electric Light Company, d/b/a Unitil, a Massachusetts corporation (**"Buyer"**), and Cassadaga Wind LLC, a Delaware limited liability company (**"Seller"**). Buyer and Seller are individually referred to herein as a **"Party"** and are collectively referred to herein as the **"Parties"**.

WHEREAS, Seller is developing the Cassadaga Wind electric generation facility to be located in Chautauqua County, New York, which is more fully described in Exhibit A hereto (the **"Facility"**), from which the Buyer's Percentage Entitlement of the Products (as defined below) is to be delivered to Buyer pursuant to the terms of this Agreement; and

WHEREAS, the Facility is intended to be, and shall qualify as, a RPS Class I Renewable Generation Unit in the state of Massachusetts and is expected to be in commercial operation by December 31, 2020; and

WHEREAS, pursuant to Section 83A of the Massachusetts Green Communities Act as added by chapter 209 of the Acts of 2012, *An Act relative to competitively priced electricity in the Commonwealth*, Buyer is authorized to enter into certain long-term contracts for the purchase of energy or energy and renewable energy certificates from renewable generators meeting the requirements of Mass. Gen. Laws ch. 25a, § 11F; and

WHEREAS, Buyer and Seller desire to enter into this Agreement whereby Buyer shall purchase from Seller certain Scheduled Energy and RECs (each as defined herein) generated by or associated with the Facility;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to terms defined in the recitals hereto, the following terms shall have the meanings set forth below. Any capitalized terms used in this Agreement and not defined herein shall have the same meaning as ascribed to such terms under the ISO-NE Practices and ISO-NE Rules.

"Actual Facility Size" shall mean the actual nameplate capacity of the Facility, as built, and as certified by an Independent Engineer, as provided in Section 3.4(b)(xiii).

"Adverse Determination" shall have the meaning set forth in Section 19.7(b).

"Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person.

"Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

"Alternative Compliance Payment Rate" means the rate per MWh paid by electricity suppliers under applicable Law for failure to supply RECs in accordance with the RPS.

"Article 10 Permit" means any approval to be obtained from NYDPS or any division thereof (including the State of New York Board on Electric Generation Siting and the Environment) in respect of the Facility that is necessary or required pursuant to Article 10 of the New York Public Service Law and the regulations promulgated pursuant thereto.

"Business Day" means a day on which Federal Reserve member banks in New York, New York are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

"Buyer's Percentage Entitlement" shall mean 0.4 percent (0.4%). Buyer's Percentage Entitlement may be adjusted in accordance with Section 3.3(c).

"Buyer's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"Capacity Deficiency" means, at the Commercial Operation Date, the amount (expressed in MW), if any, by which the Actual Facility Size is less than the proposed nameplate capacity of the Facility as set forth in Exhibit A.

"Certificate" shall mean an electronic certificate created pursuant to the GIS Operating Rules or any successor thereto to represent certain Environmental Attributes of each MWh of Energy generated within the ISO-NE control area and the generation attributes of certain Energy imported into the ISO-NE control area.

"Commercial Operation Date" shall mean the date on which the conditions set forth in Section 3.4(b) have been satisfied, as set out in a written notice from Seller to Buyer.

"Contract Maximum Amount" shall mean 0.504 MWh per hour of Energy and a corresponding amount of RECs, as may be adjusted in accordance with Section 3.3(b).

"Contract Year" shall mean the twelve (12) consecutive calendar months starting on the first day of the calendar month following the Commercial Operation Date and each subsequent twelve (12) consecutive calendar month period; provided that the first Contract Year shall include the days in the prior month in which the Commercial Operation Date occurred.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Cover Damages" shall mean, with respect to any Delivery Failure for a Contract Year, an amount equal to (a) the positive net amount, if any, by which the Replacement Price for Energy and/or RECs for that Contract Year exceeds the applicable Price for Energy and/or

RECs that would have been paid pursuant to Section 5.1 hereof, multiplied by the amount (in MWh and/or RECs) by which the Scheduled Energy and/or quantity of Delivered RECs is less than the Minimum Required Deliveries during such Contract Year plus (b) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of such Delivery Failure; provided, however, that so long as Seller pays Cover Damages as provided in this Agreement, the amount included in this clause (b) will not include any penalty for failing to satisfy Buyer's RPS requirements, including any payment made by Buyer at the Alternative Compliance Payment Rate due to such Delivery Failure. Buyer shall provide a statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

"Credit Support" shall mean collateral in the form of (a) cash or (b) a letter of credit issued by a Qualified Bank in a form reasonably acceptable to the Buyer.

"Critical Milestones" shall have the meaning set forth in Section 3.1 hereof.

"Day Ahead Energy Market" shall have the meaning set forth in the ISO-NE Rules.

"Default" shall mean any event or condition which, with the giving of notice or passage of time or both, could become an Event of Default.

"Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has occurred.

"Delay Damages" shall mean the damages assessed pursuant to Section 3.2(a) hereof.

"Deliver" or **"Delivery"** shall mean with respect to (i) Energy, to supply Energy into Buyer's ISO-NE account at the Delivery Point in accordance with the terms of this Agreement and the ISO-NE Rules, and (ii) RECs, to supply RECs in accordance with Section 4.7(e).

"Delivery Shortfall" shall mean the amount (in MWh) for each hour, or shorter settlement interval as required by ISO-NE, by which the Scheduled Energy is less than the Metered Output, and where such shortfall is not excused under Section 4.2(a).

"Delivery Failure" shall have the meaning set forth in Section 4.3 hereof.

"Delivery Point" shall mean the Node within the ISO-NE settlement system that is the proxy bus designated for the New York Interface by ISO-NE as Node ID 4011 - the I.Roseton 345 1 external node, or a proxy bus that serves as a successor proxy bus to Node ID 4011 - the I.Roseton 345 1 external node or such other location as ISO-NE designates from time to time for deliveries of Energy from New York, where Seller shall Deliver the Energy to Buyer within the ISO-NE control area; provided, that if (i) ISO-NE designates multiple locations for such deliveries and (ii) the I.Roseton 345 1 external node is not one of such locations or ISO-NE requires that some or all of the Scheduled Energy be Delivered at a location other than the I.Roseton 345 1 external node, then Seller and Buyer

shall reasonably agree to the location for such deliveries consistent with ISO-NE Rules and ISO-NE Practices.

"Development Period Security" shall have the meaning set forth in Section 6.1(a) hereof.

"Dispute" shall have the meaning set forth in Section 11.1 hereof.

"DOER" shall mean the Massachusetts Department of Energy Resources and its successors.

"Eastern Prevailing Time" shall mean either Eastern Standard Time or Eastern Daylight Savings Time, as in effect from time to time.

"Effective Date" shall have the meaning set forth in the first paragraph hereof.

"Energy" shall mean electric "energy," as such term is defined in the ISO-NE Tariff, generated (or, for the purposes of Scheduled Energy Delivered to Buyer under this Agreement, deemed generated) by the Facility as measured in MWh in Eastern Prevailing Time, less such Facility's station service use, generator lead losses, transformer losses and energy not otherwise delivered to the Interconnection Point, which quantity for purposes of this Agreement will never be less than zero.

"Environmental Attributes" shall mean any and all generation attributes under the RPS, and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future, to Buyer's Percentage Entitlement of the favorable generation or environmental attributes of the Facility or the Products produced by the Facility, up to and including the Contract Maximum Amount, during the Services Term including Buyer's Percentage Entitlement of: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the GIS in connection with Energy generated by the Facility and any renewable energy certificates issued by NYGATS; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of Energy by the Facility; provided, however, that Environmental Attributes shall not include: (i) any production tax credits; (ii) any investment tax credits or other tax credits associated with the construction or ownership of the Facility; (iii) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof; (iv) any tax credit or cash grant introduced after the Effective Date intended to supplement, replace or enhance the tax credits described in the foregoing clauses (i), (ii) or (iii); or (v) any depreciation deductions or other tax benefits permitted under the U. S. Internal Revenue Code, as amended, with respect to the Facility (including any bonus or accelerated depreciation).

"Event of Default" shall have the meaning set forth in Section 9.1 hereof and shall include the events and conditions described in Section 9.1 and Section 9.2 hereof.

"EWG" shall mean an exempt wholesale generator under 15 U.S.C. § 79z-5a, as amended from time to time.

"Facility" shall have the meaning set forth in the Recitals.

"FCM" shall mean the Forward Capacity Market described in the ISO-NE Tariff, which includes a mechanism for procuring capacity in the New England Control Area, or any successor thereto.

"Federal Funds Rate" shall mean the annualized interest rate for the applicable month as set forth in the statistical release designated as H.15, or any successor publication, published by the Board of Governors of the Federal Reserve System.

"FERC" shall mean the United States Federal Energy Regulatory Commission, and shall include its successors.

"Financial Closing Date" shall mean the date of the closing of the initial agreements for any Financing of the Facility and of an initial disbursement of funds under such agreements.

"Financing" shall mean indebtedness, whether secured or unsecured, loans, guarantees, notes, convertible debt, bond issuances adequate for the construction of the Facility

"Force Majeure" shall have the meaning set forth in Section 10.1(a) hereof.

"Generation Unit" shall mean a facility that converts a fuel or an energy resource into electrical energy.

"GIS" shall mean the NEPOOL Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity generated or consumed within New England.

"GIS Operating Rules" are the NEPOOL Generation Information System Operating Rules effective as of the Effective Date, as amended, superseded, or restated from time to time.

"Good Utility Practice" shall mean compliance with all applicable laws, codes, rules and regulations, all ISO-NE Rules and ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the electric industry in New England or New York during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended

to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods and acts generally accepted in the electric industry in New England or New York.

"Governmental Entity" shall mean any federal, state or local governmental agency, authority, department, instrumentality or regulatory body, and any court or tribunal, with jurisdiction over Seller, Buyer or the Facility.

"Guaranteed Commercial Operation Date" shall have the meaning set forth in Section 3.1(a)(v) hereof.

"Independent Engineer" shall mean a licensed Professional Engineer with expertise in the development of renewable energy projects using the same renewable energy technology as the Facility, reasonably selected by and retained by Seller in order to determine the as-built nameplate capacity of the Facility as provided in Section 3.4(b)(xiii) hereof.

"Interconnecting Utility" shall mean the utility (which may or may not be Buyer or an Affiliate of Buyer) providing interconnection service for the Facility to the Transmission System of that utility, which as of the Effective Date is Niagara Mohawk Power Corporation d/b/a National Grid.

"Interconnection Agreement" shall mean an agreement between Seller and the Interconnecting Utility (and NYISO, as applicable) regarding the interconnection of the Facility to the Transmission System of the Interconnecting Utility, as the same may be amended from time to time.

"Interconnection Point" shall mean the meter with a Point Identifier (PTID) number to be assigned by the NYISO, in Zone A, at the physical point of interconnection between the Facility and the Interconnecting Utility's transmission system as specified in the Interconnection Agreement.

"ISO" or **"ISO-NE"** shall mean ISO New England Inc., the independent system operator established in accordance with the RTO arrangements for New England, or its successor.

"ISO-NE Practices" shall mean the ISO-NE practices and procedures for delivery and transmission of energy in effect from time to time and shall include, without limitation, applicable requirements of the NEPOOL Agreement, and any applicable successor practices and procedures.

"ISO-NE Rules" shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, and governing wholesale power markets and transmission in New England, as such rules may be amended from time to time, including but not limited to, the ISO-NE Tariff, the ISO-NE Operating Procedures (as defined in the ISO-NE Tariff), the ISO-NE Planning Procedures (as defined in the ISO-NE Tariff), the Transmission Operating Agreement (as defined in the ISO-NE Tariff), the Participants Agreement, the manuals, procedures and business process documents published by ISO-NE via its web site and/or

by its e-mail distribution to appropriate NEPOOL participants and/or NEPOOL committees, as amended, superseded or restated from time to time.

"ISO-NE Tariff" shall mean ISO-NE's Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, superseded or restated from time to time.

"ISO Settlement Market System" shall have the meaning as set forth in the ISO-NE Tariff.

"Late Payment Rate" shall have the meaning set forth in Section 5.3 hereof.

"Law" shall mean all federal, state and local statutes, regulations, rules, orders, executive orders, decrees, policies, judicial decisions and notifications.

"Lender" shall mean, collectively, any party (a) providing Financing for the development and construction of the Facility, or any refinancing of that Financing, (b) providing debt financing for the ownership and operation of the Facility or (c) any equity investors (including tax equity investors) providing financing for the Facility, and in each of subclause (a) and (b) shall include any assignee or transferee of such a party and any trustee, collateral agent or similar entity acting on behalf of such a party.

"Locational Marginal Price" or **"LMP"** shall have the meaning set forth in the ISO-NE Rules.

"MDPU" shall mean the Massachusetts Department of Public Utilities and its successors.

"Meters" shall have the meaning set forth in Section 4.6(a) hereof.

"Metered Output" shall mean the instantaneous energy output, intermittent and variable within the hour, expressed in MWh, generated by the Facility and delivered to and measured at the Interconnection Point.

"Minimum Required Deliveries" shall mean, in any Contract Year, Scheduled Energy Delivered to Buyer equal to [redacted] of the Buyer's Percentage Entitlement of Metered Output in such Contract Year (in each case measured on an hourly basis) and a corresponding amount of RECs in such Contract Year.

"Moody's" shall mean Moody's Investors Service, Inc., and any successor thereto.

"MW" shall mean a megawatt AC.

"MWh" shall mean a megawatt-hour (one MWh shall equal 1,000 kWh).

"NEPOOL" shall mean the New England Power Pool and any successor organization.

"NEPOOL Agreement" shall mean the Second Amended and Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or restated from time to time.

"NERC" shall mean the North American Electric Reliability Corporation and shall include any successor thereto.

"Network Upgrades" shall mean upgrades to the Transmission Provider's transmission and distribution systems, as determined and identified in the interconnection study approved in connection with construction of the Facility, necessary for Delivery of the Metered Output to the Interconnection Point, including those that are necessary for the Seller's satisfaction of the obligations under Section 7.4 of this Agreement.

"New England Control Area" shall have the meaning as set forth in the ISO-NE Tariff.

"Node" shall have the meaning set forth in ISO-NE Rules.

"Non-Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has not occurred.

"NYDPS" shall mean the New York State Department of Public Service and its successors.

"NYGATS" shall mean the New York Generation Attribute Tracking System or any successor thereto, which includes a generation information database and certificate system that accounts for generation attributes of electricity generated or consumed within New York.

"NYISO" shall mean New York Independent System Operator, the independent system operator established in accordance with the RTO arrangements for New York, or its successor.

"NYISO Rules" shall mean all rules, practices and procedures adopted by NYISO, and governing wholesale power markets and transmission in New York, as such rules may be amended from time to time, including but not limited to, the NYISO Tariff and the agreements, orders, manuals, procedures, practices and business process documents published by NYISO via its web site and/or by its e-mail distribution to its market participants, as amended, superseded or restated from time to time.

"NYISO Tariff" shall mean NYISO's Open Access Transmission Tariff and Market Services Tariff, as amended, superseded or restated from time to time.

"Operational Limitations" of the Facility are the parameters set forth in Exhibit A describing the physical limitations of the Facility, including the time required for start-up and the limitation on the number of scheduled start-ups per Contract Year.

"Operating Period Security" shall have the meaning set forth in Section 6.1(b) hereof.

"Other Agreements" shall mean (a) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The United Illuminating Company, (b) that certain RPS Class I Renewable Generation Unit

Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and NSTAR Electric Company d/b/a Eversource Energy, (c) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Western Massachusetts Electric Company d/b/a Eversource Energy, (d) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and Massachusetts Electric Company and Nantucket Electric Company, d/b/a National Grid, (e) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The Narragansett Electric Company d/b/a National Grid, and (f) that certain RPS Class I Renewable Generation Unit Power Purchase Agreement, dated as of May 25, 2017, by and between Seller and The Connecticut Light & Power Company, d/b/a Eversource Energy.

"Party" and **"Parties"** shall have the meaning set forth in the first paragraph of this Agreement.

"Peak Hours" shall mean the hours defined as peak hours in ISO-NE by FERC from time to time which as of the Effective Date are weekday hours 7 a.m. to 11 p.m Eastern Prevailing Time.

"Permits" shall mean any permit, authorization, license, order, consent, waiver, exception, exemption, variance or other approval by or from, and any filing, report, certification, declaration, notice or submission to or with, any Governmental Entity required to authorize action, including any of the foregoing relating to the ownership, siting, construction, operation, use or maintenance of the Facility under any applicable Law and the Delivery of the Products in accordance with this Agreement.

"Person" shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, limited partnership, association, trust, unincorporated organization, or a government authority or agency or political subdivision thereof.

"Planned Maintenance" shall mean all maintenance of the Facility or any portion thereof planned by Seller in advance of the time such maintenance is scheduled to be performed and excludes Forced Outages (as defined in the NYISO Rules).

"Pool Transmission Facilities" has the meaning given that term in the ISO-NE Rules.

"Power Cost Reconciliation Tariff" shall mean a fully reconciling cost recovery tariff mechanism that authorizes the establishment of a distribution charge that fully recovers Buyer's net costs under this Agreement (including the annual remuneration of two and three-quarters percent (2.75%)). The rate reconciliation shall be designed in such a way as to limit the build up of any under or over-recoveries over the course of the year. A reconciliation shall occur at least annually, but may also be reconciled quarterly or monthly, to the extent necessary to eliminate regulatory lag for the recovery of costs or crediting of over-recoveries to customers.

"Price" shall mean the purchase price(s) for Products referenced in Section 5.1 hereof and set forth on Exhibit D.

"Products" shall mean Energy and RECs; provided, however, that Energy and RECs generated by or associated with the Facility prior to the Commercial Operation Date, Energy and RECs generated by the Facility in excess of the Contract Maximum Amount or the Scheduled Energy in any hour, and RECs not purchased by Buyer under Section 4.1(b) shall not be deemed Products.

"**Purchased Power Accounting Authorization**" shall mean authorization for Buyer, at Buyer's sole discretion, to take appropriate steps to assure avoidance of a material, negative balance sheet impact on Buyer or Buyer's direct or indirect parent company, upon appropriate filing with and approval by the MDPU; provided that such Purchased Power Accounting Authorization shall not impact Buyer's obligation to purchase the Products under this Agreement or the Price Buyer pays for such Products.

"QF" shall mean a cogeneration or small power production facility which meets the criteria as defined in Title 18, Code of Federal Regulations, §§ 292.201 through 292.207, as amended from time to time.

"Qualified Bank" shall mean a U.S. commercial bank or the U.S. branch office of a foreign bank, in either case, having (x) assets on its most recent audited balance sheet of at least $10,000,000,000 and (y) a rating for its senior long-term unsecured debt obligations of at least (A) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (B) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both.

"Real-Time Energy Market" shall have the meaning as set forth in the ISO-NE Rules.

"Regulatory Agencies" shall mean the Massachusetts Department of Public Utilities and its successors, the Connecticut Public Utilities Regulatory Authority and its successors and the Rhode Island Public Utilities Commission and its successors.

"Regulatory Approval" shall mean the MDPU approval of this entire Agreement (including any amendment of this Agreement as provided for herein), which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83A of Massachusetts Senate Bill 2395, *An Act relative to competitively priced electricity in the Commonwealth*, and the regulations promulgated thereunder and that all of the terms of such Section 83A and such regulations apply to this Agreement; (2) definitive regulatory authorization for Buyer to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff and/or other cost recovery or reconciliation mechanisms; (3) definitive regulatory authorization for Buyer to recover remuneration equal to two and three-quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; and (4) approval of any Purchased Power Accounting Authorization requested by Buyer in connection with the Regulatory Approval. Such approvals shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing.

"Rejected Purchase" shall have the meaning set forth in Section 4.4 hereof.

"Related Transmission" shall mean those transmission and distribution facilities to be used by Seller for delivery of the Scheduled Energy under this Agreement, as described in Exhibit E hereto.

"Related Transmission Approvals" shall mean those FERC filings, agreements, tariffs and approvals associated with service on the Related Transmission.

"Reliability Curtailment" shall mean any curtailment of Delivery of Scheduled Energy resulting from (i) an emergency condition as defined in the Interconnection Agreement or in the ISO-NE Tariff or the NYISO Tariff, or (ii) any other order or directive of the Interconnecting Utility or the Transmission Provider pursuant to an Interconnection Agreement or tariff.

"Renewable Energy Certificates" or **"RECs"** shall mean all of the Certificates and any and all other Environmental Attributes reflecting the Metered Output that is associated with the Scheduled Energy Delivered to Buyer, including, without limitation, all Certificates and any and all other Environmental Attributes, in each case which satisfy the RPS for a RPS Class I Renewable Generation Unit, and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of Scheduled Energy Delivered from such RPS Class I Renewable Generation Unit.

"Replacement Agreements" shall have the meaning set forth in Section 2.2(d) hereof.

"Replacement Energy" shall mean Energy purchased by Buyer as replacement for any Delivery Failure relating to the Scheduled Energy to be provided hereunder.

"Replacement Price" shall mean, with respect to a Delivery Failure in any Contract Year, (a) for Energy, the average Real-Time LMP at the Delivery Point each hour, or shorter settlement period as required by ISO-NE, for such Contract Year, weighted by the proportion of the Delivery Shortfall for such hour or settlement interval to the total of all Delivery Shortfalls for such Contract Year, as reasonably calculated by Buyer and, (b) for RECs, the average market price of RECs for such Contract Year, as reasonably determined by Buyer.

"Replacement RECs" shall mean any generation or environmental attributes, including any Certificates or other certificates or credits related thereto reflecting generation by a RPS Class I Renewable Generation Unit that are purchased by Buyer as replacement for any Delivery Failure.

"Resale Damages" shall mean, with respect to any Rejected Purchase, an amount equal to (a) the positive net amount, if any, by which the applicable Price that would have been paid pursuant to Section 5.1 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price(s) multiplied by the quantity (or applicable quantities) of that Rejected Purchase (in MWh and/or RECs, as applicable), plus (b) any applicable penalties assessed by ISO-NE, NYISO or any other Person against Seller as a result of Buyer's failure to

accept such Products in accordance with the terms of this Agreement, plus (c) transaction, additional transmission, and other administrative costs reasonably incurred by Seller in re-selling such Rejected Purchase that Seller would not have incurred but for the Rejected Purchase. Seller shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Resale Damages.

"Resale Price" shall mean the price at which Seller, acting in a commercially reasonable manner, sells or is paid for a Rejected Purchase; provided, however, that in no event shall Seller be required to utilize or change its utilization of the Facility or its other assets, contracts or market positions in order to minimize Buyer's liability for such Rejected Purchase.

"RPS" shall mean the requirements established pursuant to Mass. Gen. Laws ch.25A, Section 11F and the regulations promulgated thereunder that require all retail electricity suppliers in Massachusetts to provide a minimum percentage of electricity from RPS Class I Renewable Generation Units, and such successor laws and regulations as may be in effect from time to time.

"RPS Class I Renewable Generation Unit" shall mean a Generation Unit termed a New Renewable Generation Unit in a Statement of Qualification issued by the DOER pursuant to 225 CMR 14.00.

"RTO" shall mean ISO-NE and any successor organization or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to FERC's Order No. 2000 and FERC's corresponding regulations, or any successor organization, or any other entity authorized to exercise comparable functions in subsequent orders or regulations of FERC.

"S&P" shall mean Standard & Poor's Financial Services LLC, and any successor thereto.

"Schedule" or "Scheduling" shall mean the actions of Seller and/or its designated representatives pursuant to Section 4.2 of notifying, requesting and confirming to NYISO and ISO-NE the quantity of Energy to be delivered on any given day or days (or in any given hour or hours) during the Services Term at the Delivery Point.

"Scheduled Energy" means the quantity of Energy during any hour, or shorter scheduling interval as applicable, expressed in MWh, that Seller (or Seller's designee) Schedules and confirms with NYISO and ISO-NE for delivery at the Delivery Point pursuant to Section 4.2(a).

"Services Term" shall have the meaning set forth in Section 2.2(b) hereof.

"Seller's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"State Forest Easement" shall mean an easement for an electric collection line for the Facility through the Boutwell Hill state forest to be obtained from the New York State Department of Environmental Conservation, in form and substance reasonably satisfactory to Seller, pursuant to New York Senate Bill 6005-A.

"**Statement of Qualification"** shall mean a written document from the DOER that qualifies a Generation Unit as an RPS Class I Renewable Generation Unit, or that qualifies a portion of the annual electrical energy output of a Generation Unit as RPS Class I Renewable Generation (as defined in 225 CMR 14.01).

"Term" shall have the meaning set forth in Section 2.2(a) hereof.

"Termination Payment" shall have the meaning set forth in Section 9.3(b) hereof.

"Transfer Change Notice" shall have the meaning set forth in Section 4.2(a).

"Transmission Provider" shall mean (a) ISO-NE, its respective successor or Affiliates; (b) NYISO, its respective successor or Affiliates; (c) the Interconnecting Utility, (d) Buyer; and/or (d) such other third parties from whom transmission services are necessary for Seller to fulfill its performance obligations to Buyer hereunder, as the context requires.

"Transmission Provider Rules" shall mean the ISO-NE Rules, the ISO-NE Practices and the NYISO Rules.

"Transmission System" shall mean the transmission facilities operated by a Transmission Provider, now or hereafter in existence, which provide energy transmission service for the Scheduled Energy to or from the Delivery Point or for the Metered Output to the Interconnection Point.

"Unit Contingent" shall mean that the Products are to be supplied only from the Facility and only to the extent that the Facility operates, generates and delivers Products to the Interconnection Point.

"Wind Turbine" shall mean those electric energy generating devices powered by the wind that are included in the Facility.

2. EFFECTIVE DATE; TERM

2.1 Effective Date. Subject in all respects to Section 8.1and Section 8.2, this Agreement is effective as of the Effective Date.

2.2 Term.

(a) The **"Term"** of this Agreement is the period beginning on the Effective Date and ending upon the final settlement of all obligations hereunder after the expiration of the Services Term or the earlier termination of this Agreement in accordance with its terms.

(b) The **"Services Term"** is the period during which Buyer is obligated to purchase Products Delivered to Buyer by Seller commencing on the Commercial Operation Date and continuing for a period of twenty (20) years from the Commercial Operation Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

(c) In the event that (i) an "Adverse Determination" has occurred pursuant to Section 19.7 of any Other Agreement on or before September 30, 2017 and (ii) any purchaser of Energy and RECs under any such Other Agreement terminates such Other Agreement on or before December 31, 2018 as a result of such Adverse Determination, then Seller may terminate this Agreement by written notice to Buyer not later than fifteen (15) days after the termination of such Other Agreement, and upon such termination neither Party will have any further liability to the other hereunder except for obligations arising under Article 12. Nothing set forth in this Section 2.2(c) shall limit or modify the rights and obligations of the Parties under Section 19.7 of this Agreement.

(d) In the event that Seller terminates one of the Other Agreements prior to the Commercial Operation Date due solely to a default by the purchaser of Energy and RECs under such Other Agreement and the Energy and RECs to be purchased under such Other Agreement represents more than five percent (5%) of the total Energy and RECs to be produced by the Facility, then Seller shall use commercially reasonable efforts to enter into one or more new agreements for the sale of the Energy and RECs that would have been sold under such Other Agreement on terms no more favorable to Seller than the terms of such Other Agreement (**"Replacement Agreements"**). If Seller is unable to execute one or more Replacement Agreements for the entire amount of the Energy and RECs that would have been sold under the terminated Other Agreement within six (6) months after the termination of such Other Agreement, then Seller may terminate this Agreement by written notice to Buyer within thirty (30) days after the expiration of such six-month period. Upon such termination neither Party will have any further liability to the other hereunder except for obligations arising under Article 12. All of the deadlines for the Critical Milestones not achieved prior to the termination of the Other Agreement as described herein will be extended on a day-for-day basis by the period of time between the termination of the Other Agreement and the sooner of the execution of the Replacement Agreement(s) or the termination of this Agreement under this Section 2.2(d).

(e) At the expiration of the Term or earlier termination of this Agreement pursuant to the terms hereof, the Parties shall no longer be bound by the terms and provisions hereof, except (i) to the extent necessary to make payments of any amounts owed to the other Party arising prior to or resulting from termination of, or on account of a breach of, this Agreement, (ii) to the extent necessary to enforce the rights and the obligations of the Parties arising under this Agreement before such expiration or termination, and (iii) the obligations of the Parties hereunder with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement.

3. FACILITY DEVELOPMENT AND OPERATION

3.1 Critical Milestones.

(a) Subject to the provisions of Section 3.1(d), commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones (**"Critical Milestones"**) on or before the dates set forth in this Section 3.1(a):

(i) except for the State Forest Easement, acquisition of all required real property rights necessary for construction and operation of the

Facility and the interconnection of the Facility to the Interconnecting Utility in full and final form with all options and/or contingencies having been exercised demonstrating complete site control as set forth in Exhibit B by May 31, 2017;

(ii) receipt of all Permits necessary to construct the Facility, as set forth in Exhibit B, in final form, by June 30, 2018;

(iii) acquisition of the State Forest Easement by September 30, 2018;

(iv) closing of the Financing or other demonstration to Buyer's satisfaction of the financial capability to construct the Facility, including, as applicable, Seller's financial obligations with respect to interconnection of the Facility to the Interconnecting Utility and construction of the Network Upgrades by February 28, 2020; and

(v) achievement of the Commercial Operation Date by December 31, 2020 ("**Guaranteed Commercial Operation Date**").

(b) Seller shall provide Buyer with written notice of the achievement of each Critical Milestone within seven (7) days after that achievement, which notice shall include information demonstrating with reasonable specificity that such Critical Milestone has been achieved. Seller acknowledges that Buyer will receive such notice solely to monitor progress toward the Commercial Operation Date, and Buyer shall have no responsibility or liability for the development, construction, operation or maintenance of the Facility.

(c) Seller may elect to extend all of the dates for the Critical Milestones not yet achieved by up to four six-month periods from the applicable dates set forth in Section 3.1(a) by posting additional Development Period Security in an amount equal to $2,520 for each such six-month period; provided, however, that in no event may Seller extend the date for the Critical Milestone in Section 3.1(a)(i). Any such election shall be made in a written notice delivered to Buyer on or prior to the first date for a Critical Milestone that has not yet been achieved (as such date may have previously been extended).

(d) To the extent a Force Majeure event pursuant to Section 10.1 has occurred that prevents the Seller from achieving the Critical Milestone date for the Commercial Operation Date (Section 3.1(a)(v) by the applicable Critical Milestone date, the Critical Milestone date(s) impacted by such Force Majeure event shall be extended for the duration of the Force Majeure event, but under no circumstances shall extensions of those Critical Milestone dates due to Force Majeure events exceed twelve (12) months beyond the applicable Milestone date, and further provided, that the Seller shall not have the right to declare a Force Majeure event related to the Site Control Critical Milestone (Section 3.1(a)(i), the Permits Critical Milestone (Section 3.1(a)(ii)) or the Financing Critical Milestone (Section 3.1(a)(iv)).

(e) The Parties agree that time is of the essence with respect to the Critical Milestones and is part of the consideration to Buyer in entering into this Agreement.

3.2 Delay Damages.

(a) If the Commercial Operation Date is not achieved by the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c) and 10.1), Seller shall pay to Buyer damages for each day from and after such date in an amount equal to $50, commencing on the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c) and 10.1) and ending on the earlier of (i) the Commercial Operation Date, (ii) the date that Buyer exercises its right to terminate this Agreement under Section 9.3, or (iii) the date that is twelve (12) months after the Guaranteed Commercial Operation Date (**"Delay Damages"**). Delay Damages shall be due under this Section 3.2(a) without regard to whether Buyer exercises its right to terminate this Agreement pursuant to Section 9.3; provided, however, that if Buyer exercises its right to terminate this Agreement under Section 9.3, Delay Damages shall be due and owing to the extent that such Delay Damages were due and owing at the date of such termination. For purposes of illustration, an example calculation of Delay Damages is set forth on Exhibit F.

(b) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to Seller's delay in achieving the Commercial Operation Date by the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Delay Damages as agreed to by the Parties and set forth herein are a fair and reasonable calculation of such damages. Notwithstanding the foregoing, this Article shall not limit the amount of damages payable to Buyer if this Agreement is terminated as a result of Seller's failure to achieve the Commercial Operation Date. Any such termination damages shall be determined in accordance with Article 9.

(c) By the tenth (10th) day following the end of the calendar month in which Delay Damages first become due and continuing by the tenth (10th) day of each calendar month during the period in which Delay Damages accrue (and the following months if applicable), Buyer shall deliver to Seller an invoice showing Buyer's computation of such damages and any amount due Buyer in respect thereof for the preceding calendar month. No later than ten (10) days after receiving such an invoice, Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. If Seller fails to pay such amounts when due, Buyer may draw upon the Development Period Security for payment of such Delay Damages, and Buyer may exercise any other remedies available for Seller's default hereunder.

3.3 Construction and Changes in Capacity.

(a) Construction of Facility. Seller shall construct the Facility as described in Exhibit A, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and all applicable requirements of the NYISO Rules for the delivery of the Buyer's Percentage Entitlement of the Products to Buyer. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide construction functions, so long as Seller maintains overall control over the construction of the Facility through the Term.

(b) Capacity Deficiency. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements for the Commercial Operation Date under Section 3.4(b) of this Agreement, but a Capacity Deficiency exists on the Commercial Operation Date as permitted by Section 3.4(b), then on the Commercial Operation Date, the Contract Maximum Amount shall be automatically and permanently reduced commensurate with the Capacity Deficiency, which reduced Contract Maximum Amount shall be stated in a notice from Buyer to Seller, which notice shall be binding absent manifest error.

(c) Increase in Facility Size. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements under Section 3.4(b) of this Agreement, if the Independent Engineer's certification provides that the Actual Facility Size exceeds the Proposed Facility Size as provided in Exhibit A, the Buyer's Percentage Entitlement will be recalculated and replaced by the percentage derived by dividing the Contract Maximum Amount by the Actual Facility Size.

(d) Progress Reports. Within ten (10) days of the end of each calendar quarter after the Effective Date and until the Commercial Operation Date, Seller shall provide Buyer with a progress report regarding Critical Milestones not yet achieved, including projected time to completion of the Facility, in accordance with the form attached hereto as Exhibit C, and shall provide, upon Buyer's request, such supporting documents regarding the same as are produced during the normal course of developing and constructing the Facility or are requested from Buyer by any Governmental Entity. Seller shall permit Buyer and its advisors and consultants to review and discuss with Seller and its advisors and consultants such progress reports during business hours and upon reasonable notice to Seller.

(e) Site Access. Buyer and its representatives shall have the right but not the obligation, during business hours and upon reasonable notice to Seller, to inspect the Facility site and monitor the construction of the Facility, subject to Seller's reasonable Facility site safety and insurance requirements.

3.4 Commercial Operation.

(a) Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products commences on the Commercial Operation Date; provided, that Energy and RECs generated by the Facility prior to the Commercial Operation Date shall not be deemed Products and shall not be purchased by Buyer under this Agreement.

(b) The Commercial Operation Date shall occur on the date on which the Facility as described in Exhibit A is completed (subject, if applicable, to a Capacity Deficiency so long as the Actual Facility Size on the Commercial Operation Date is at least ninety percent (90%) of the proposed nameplate capacity of the Facility as set forth in Exhibit A) and capable of regular commercial operation in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility, all requirements of the ISO-NE Rules, ISO-NE Practices and NYISO Rules for the delivery of the Products to the Buyer have been satisfied, and all performance testing for the Facility has been successfully completed, provided Seller has also satisfied the following conditions precedent as of such date:

(i) completion of all transmission and interconnection facilities and any Network Upgrades, including final acceptance and authorization to interconnect the Facility from the Transmission Provider at the Interconnection Point in accordance with the fully executed Interconnection Agreement;

(ii) all Related Transmission Facilities as set forth in Exhibit E are complete and in-service;

(iii) Seller has obtained and demonstrated possession of all Permits required for the lawful construction and operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility at the Interconnection Point and for Seller to perform its obligations under this Agreement, including but not limited to Permits related to environmental matters, all as set forth on Exhibit B;

(iv) Seller has obtained qualification by the applicable regulatory authority for the state of Massachusetts qualifying the Facility as a RPS Class I Renewable Generation Unit;

(v) All Related Transmission Approvals have been received;

(vi) Seller has acquired all real property rights needed to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility to construct the Network Upgrades (to the extent that it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement;

(vii) Seller has established all ISO-NE or NYISO-related accounts and entered into all ISO-NE or NYISO-related agreements required for the performance of Seller's obligations in connection with the Facility and this Agreement, which agreements shall be in full force and effect, including the registration of the Facility in the GIS and, to the extent required to Deliver RECs to Buyer, NYGATS;

(viii) Seller has taken all actions as are necessary to effect the transfer of Buyer's Percentage Entitlement of the Scheduled Energy to Buyer in the ISO Settlement Market System;

(ix) Seller has successfully completed all pre-operational testing and commissioning in accordance with manufacturer guidelines;

(x) Seller has satisfied all Critical Milestones that precede the Commercial Operation Date in Section 3.1;

(xi) no Default or Event of Default by Seller shall have occurred and remain uncured;

(xii) the Facility is owned or leased by, and under the care, custody and control of, Seller.

(xiii) Seller has delivered to Buyer:

(A) an Independent Engineer's certification stating (i) that the Facility has been completed in all material respects (excepting punchlist items that do not materially and adversely affect the ability of the Facility to operate as intended hereunder) in accordance with this Agreement, and (ii) the Actual Facility Size;

(B) certificates of insurance evidencing the coverages required under Section 3.5(i); and

(C) the Operating Period Security; and

(xiv) Seller has demonstrated that it can reliably transmit real time data and measurements to NYISO.

(xv) Seller has obtained a separate NYISO registered account and Point Identifier (PTID) for the Facility from NYISO.

3.5 Operation of the Facility.

(a) Compliance With Utility Requirements. Seller shall comply with, and cause the Facility to comply with: (i) Good Utility Practice; (ii) the Operational Limitations; and (iii) all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by ISO-NE, NYISO, any Transmission Provider, NERC and/or any regional reliability entity, including, in each case, all practices, requirements, rules, procedures and standards related to Seller's construction, ownership, operation and maintenance of the Facility and its performance of its obligations under this Agreement (including obligations related to the generation, Scheduling, interconnection, and transmission of Energy, and the transfer of RECs), whether such requirements were imposed prior to or after the Effective Date. Seller shall be solely responsible for registering as the "Generator Owner and Generator Operator" of the Facility with NERC and any applicable regional reliability entities, including without limitation NYISO and ISO-NE.

(b) Permits. Seller shall maintain or cause to be maintained in full force and effect all Permits necessary for it to perform its obligations under this Agreement, including all Permits necessary to operate and maintain the Facility and all Related Transmission Approvals.

(c) Maintenance and Operation of Facility. Seller shall, at all times during the Term, construct, maintain and operate the Facility, or cause the Facility to be constructed, maintained and operated, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and Exhibit A to this Agreement. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide discrete construction,

operation and maintenance functions, so long as Seller maintains overall control over the construction, operation and maintenance of the Facility throughout the Term.

(d) Interconnection Agreement. Seller shall comply with the terms and conditions of the Interconnection Agreement.

(e) ISO-NE Status. Seller shall, at all times during the Services Term, either: (i) be an ISO-NE "Market Participant" pursuant to the ISO-NE Rules; or (ii) have entered into an agreement with an ISO-NE Market Participant that shall perform all of Seller's ISO-NE-related obligations in connection with the Facility and this Agreement.

(f) NYISO Status. Seller shall, at all times during the Services term, either: (i) be a "Market Participant" pursuant to NYISO Market Services Tariff; or (ii) have entered into an agreement with a NYISO Market Participant that shall perform all of Seller's NYISO-related obligations in connection with the Facility and this Agreement.

(g) Forecasts. Commencing at least thirty (30) days prior to the anticipated Commercial Operation Date and continuing throughout the Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month rolling forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Utility Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided. The forecasts described in this Section 3.5(g) shall be non-binding, good faith estimates only. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules, including ISO-NE Operating Procedure No. 5, any applicable NYISO Rules, and each Transmission Provider's rules and regulations.

(h) RPS Class I Renewable Generation Unit. Subject to Section 4.7(b), Seller shall be solely responsible at Seller's cost for maintaining such qualification throughout the Services Term. Seller shall take all actions necessary to register for and maintain participation in the GIS and, to the extent required to Deliver RECs to Buyer, NYGATS, to register, monitor, track, and transfer RECs. Seller shall provide such additional information as Buyer may request relating to such qualification and participation.

(i) Compliance Reporting. Within thirty (30) days following the end of each calendar quarter, Seller shall provide Buyer information pertaining to labor information and any other information to the extent required by Buyer to comply with the disclosure requirements contained under applicable law and any other such disclosure regulations which may be imposed upon Buyer during the Term, which information requirements will be provided to Seller by Buyer at least fifteen (15) days before the beginning of the calendar quarter for which the information is required. To the extent Buyer is subject to any other certification or compliance reporting requirement with respect to the Products produced by Seller and delivered to Buyer hereunder, Seller shall provide any information in its possession (or, if not in Seller's possession, available to it and not reasonably available to Buyer) requested by Buyer to permit Buyer to comply with any such reporting requirement.

(j) Insurance. Throughout the Term, and without limiting any liabilities or any other obligations of Seller hereunder, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-" by the A.M. Best Company (or any successor thereto) the insurance coverage and with the deductibles that are customary for a generating facility of the type and size of the Facility and as otherwise legally required. Upon the execution of this Agreement, and at each subsequent policy renewal date thereafter, Seller shall provide Buyer with a certificate of insurance which (i) shall include Buyer as an additional insured on each policy, (ii) shall not include the legend "certificate is not evidence of coverage" or any statement with similar effect, (iii) shall evidence a firm obligation of the insurer to provide Buyer with thirty (30) days prior written notice of coverage modifications that may adversely affect Buyer, and (iv) shall be endorsed by a Person who has authority to bind the insurer. If any coverage is written on a "claims-made" basis, the certification accompanying the policy shall conspicuously state that the policy is "claims made."

(k) Contacts. Each Party shall identify a principal contact or contacts, which contact(s) shall have adequate authority and expertise to make day-to-day decisions with respect to the administration of this Agreement.

(l) Compliance with Law. Without limiting the generality of any other provision of this Agreement, Seller shall be responsible for complying with all applicable requirements of Law, including all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by FERC and any other Governmental Entity, whether imposed pursuant to existing Law or procedures or pursuant to changes enacted or implemented during the Term, including all risks of operational and environmental matters relating to the Facility or the Facility site. Seller shall indemnify Buyer against any and all claims arising out of or related to such environmental matters and against any costs imposed on Buyer as a result of Seller's violation of any applicable Law, or ISO-NE, NYISO or NERC requirements. For the avoidance of doubt, Seller shall be responsible for procuring, at its expense, all Permits and governmental approvals required for the construction and operation of the Facility in compliance with applicable requirements of Law.

(m) FERC Status. Seller shall be responsible for ensuring that it is in compliance with all FERC directives and requirements necessary for Seller to fulfill its obligations under this Agreement. As part of Seller's satisfaction of this responsibility, it shall maintain the Facility's status as a QF or EWG (to the extent Seller meets the criteria for such status) at all times after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output of the Facility at market-based rates, including market-based rate authority to the extent applicable. If Seller certifies the Facility as a QF, for so long as this Agreement is in effect, Seller waives, and agrees not to assert, any rights Seller may have to require Buyer to purchase or transmit electric power or to pay a specified price for electric power by virtue of the status of the Facility as a QF.

(n) Maintenance. No later than (a) the Commercial Operation Date and (b) two months prior to the end of each calendar year thereafter during the Term, Seller shall submit to Buyer an expected schedule of Planned Maintenance for the following calendar year for the Facility. Throughout the Term, Seller shall coordinate all Planned Maintenance with NYISO,

consistent with NYISO Rules, and shall promptly provide applicable information concerning scheduled outages, as determined by NYISO, to Buyer. To maximize the value of the Products, to the extent possible and consistent with NYISO Rules and the manufacturer's guidelines for all material components of the Facility, Seller shall not schedule Planned Maintenance of more than fifteen percent (15%) of the Wind Turbines at any one time during the months of January through February or June through September; provided, however, that planned maintenance may be scheduled during such period to the extent the failure to perform such planned maintenance is contrary to operation of the Facility in accordance with Good Utility Practice.

3.6 Interconnection and Delivery Services.

(a) Seller shall be responsible for all costs associated with interconnection of the Facility at the Interconnection Point, including the costs of the Network Upgrades, consistent with all standards and requirements set forth by the FERC, any other applicable Governmental Entity, NYISO and the Interconnecting Utility. Seller shall be responsible for procuring delivery service and all costs associated with it.

(b) Seller shall defend, indemnify and hold Buyer harmless against any and all liabilities, fees, costs and expenses, including but not limited to reasonable attorneys' fees incurred by Buyer arising due to Seller's performance or failure to perform under the Interconnection Agreement or any agreement for delivery service associated with Seller's performance of this Agreement.

4. DELIVERY OF PRODUCTS

4.1 Obligation to Sell and Purchase Products.

(a) Beginning on the Commercial Operation Date and subject to Section 4.1(b), Seller shall sell and Deliver, and Buyer shall purchase and receive right, title and interest in and to, Buyer's Percentage Entitlement of the Products in accordance with the terms and conditions of this Agreement, up to and including the Buyer's Percentage Entitlement of Scheduled Energy in each hour, but in no event exceeding the lesser of (1) the Buyer's Percentage Entitlement of the total Metered Output in such hour or (2) the Contract Maximum Amount in such hour, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, (i) if the amount of Metered Output generated by the Facility during any hour is in excess of Scheduled Energy or the Contract Maximum Amount for that hour, the Products associated with such excess shall not be considered to be Products for such period for purposes of this Agreement, and (ii) if the amount of Scheduled Energy in any hour exceeds the Metered Output generated by the Facility in that hour or the Contract Maximum Amount for that hour, the Products associated with such excess shall not be considered to be Products for such period for purposes of this Agreement. The aforementioned obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same are Unit Contingent and shall be subject to the operation of the Facility. To maximize the value of the Products, to the extent possible and consistent with ISO-NE Rules, NYISO Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy during the time periods of anticipated peak load and peak Energy prices in New England, consistent with the provisions of Sections 3.5(a) and recognizing that Sections 4.1(d) and 4.3 address curtailments and corresponding remedies.

(b) Buyer shall not be obligated to accept or pay for any REC which fails to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit, and, to the extent that Buyer does not purchase any such REC, Seller may, in its sole discretion, sell, transfer or otherwise dispose of that REC or comparable certificate, credit, attribute or other similar product. In the event that Buyer notifies Seller that it will not purchase any REC which fails to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit, then Buyer may resume purchasing such RECs upon thirty (30) days' prior written notice to Seller, unless otherwise agreed by Buyer and Seller.

(c) Seller shall Deliver Buyer's Percentage Entitlement of the Products produced by or associated with the Facility, up to and including an amount equal to the least of (i) the Buyer's Percentage Entitlement of the Metered Output, (ii) Buyer's Percentage Entitlement of the Scheduled Energy or (iii) the Contract Maximum Amount in any hour, exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such Products or any certificate or other attribute associated with such Products to any Person other than Buyer during the Term. Seller shall not enter into any agreement or arrangement under which such Products can be claimed by any Person other than Buyer. Buyer shall have the exclusive right to resell or convey the Products in its sole discretion.

(d) Notwithstanding Section 4.1(c), Seller shall have the exclusive right, exercised in its sole discretion, to sell or convey any Energy and RECs to any Person (i) prior to the Services Term, (ii) that are not Products, (iii) in connection with Resale Damages, (iv) in connection with an exercise by Seller of its remedies under Section 9.3(a)(ii), or (v) during any period of curtailment by Seller that is permitted pursuant to this Agreement and periods of curtailment the remedy for which is set forth in Section 4.3.

4.2 Scheduling and Delivery.

(a) During the Services Term and in accordance with Section 4.1, Seller shall Schedule and transfer Deliveries of Energy hereunder with ISO-NE and NYISO within the defined Operational Limitations of the Facility and in accordance with this Agreement and all rules and regulations of each Transmission Provider, and all NYISO rules and regulations and ISO-NE Practices and ISO-NE Rules, as applicable. Seller shall use commercially reasonable efforts, acting in good faith, to maximize the Metered Output of the Facility and Schedule such Metered Output in each hour that would not exceed the limits for Scheduled Energy in Section 4.1, subject to curtailment by Seller as permitted pursuant to this Agreement. Seller shall transfer Scheduled Energy to Buyer (i) in the Day Ahead Energy Market if the Scheduled Energy is offered by Seller and settled in the Day Ahead Energy Market and (ii) in the Real Time Energy Market if the Scheduled Energy is offered by Seller and settled in the Real Time Energy Market, in each case in accordance with all ISO-NE Practices and ISO-NE Rules. Seller shall determine the portion of the Scheduled Energy that is offered and settled in the Day Ahead Energy Market and the portion of the Scheduled Energy that is offered and settled in the Real Time Energy Market, consistent with prevailing ISO-NE Rules and ISO-NE Practices at the time; provided, however that: (x) Seller must offer Scheduled Energy to Buyer in the Day Ahead Energy Market to the extent required in order to satisfy its obligations under Section 7.4; and (y) if a change in the NYISO Rules or ISO-

NE Rules makes transfers in the Day Ahead Energy Market and/or the Real Time Energy Market impracticable for either Party, as reasonably determined by Buyer, then Seller will alter the portions of the Scheduled Energy being offered and settled in each of the Day Ahead Energy Market and the Real Time Energy Market to the extent required to make transfers of Scheduled Energy consistent with those revised NYISO Rules or ISO-NE Rules. In any event, Buyer shall have no obligation to pay for any Energy not transferred to Buyer in accordance with the foregoing or for which Buyer is not credited in the ISO-NE Settlement Market System (including, without limitation, as a result of an outage on any electric transmission system). If Buyer notifies Seller that the manner of the transfers of Scheduled Energy in the Day Ahead Energy Market and/or the Real Time Energy Market that are being undertaken by Seller at the time is having an adverse effect (financial or otherwise) on Buyer (a **"Transfer Change Notice"**), Buyer and Seller will negotiate in good faith to alter the manner in which those transfers are occurring. Buyer will use commercially reasonable efforts to coordinate any Transfer Change Notice under this Agreement with the purchasers of Energy and RECs under the Other Agreements. Any alterations to the portions of Scheduled Energy being offered and settled in, or the manner in which transfers of Scheduled Energy are being undertaken by Seller in respect of, the Day Ahead Energy Market and/or the Real Time Energy Market, in each case pursuant to this Section 4.2(a), shall be implemented in a reasonable timeframe determined by Seller. Notwithstanding any other provision of this Agreement, if during the Term of this Agreement the LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, is negative, or, in the reasonable opinion of Seller, is likely to become negative, then Seller may deliver to Buyer (via electronic mail) a written notice stating that such condition has occurred or is likely to occur and the period during which such condition has occurred or is likely to occur. Buyer and Seller hereby agree that in such event Seller shall be under no obligation to schedule or Deliver Products to the Delivery Point during such period. Seller shall provide Buyer with detailed information, including but not limited to, the start and stop times of such periods of curtailment under this Section 4.2(a) as well as the quantity curtailed, for all such periods of non-delivery during the preceding calendar month which information shall be provided prior to Seller's delivery of the invoice to Buyer.

(b) The Parties agree to use commercially reasonable efforts to comply with all applicable NYISO and Transmission Provider rules and regulations and ISO-NE Rules and ISO-NE Practices in connection with the Scheduling and Delivery of Scheduled Energy hereunder. Penalties or similar charges assessed by a Transmission Provider and caused by noncompliance of Seller with the Scheduling obligations set forth in this Section 4.2 shall be the responsibility of Seller.

(c) Without limiting the generality of this Section 4.2, Seller or the party with whom Seller contracts pursuant to Section 3.5(e) shall at all times during the Services Term be designated as the "Lead Market Participant" (or any similar designation) for the Facility within ISO-NE and NYISO and shall be solely responsible for any obligations and liabilities imposed by ISO-NE or NYISO or under the ISO-NE Rules and ISO-NE Practices or any NYISO Rules with respect to the Facility, including all charges, penalties, financial assurance obligations, losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE, NYISO, or applicable system costs or charges associated with transmission to and at the Delivery Point. To the extent Buyer incurs such costs, charges, penalties or losses which are the

responsibility of Seller, (including amounts not credited to Buyer as described in Section 4.2(a)), Seller shall reimburse Buyer for the same.

4.3 Failure of Seller to Deliver Products. In the event that Seller fails to Deliver the Minimum Required Deliveries in any Contract Year, and such failure is not excused under the express terms of this Agreement (including, without limitation, Section 4.2(a)) (a **"Delivery Failure"**), Seller shall pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages. Such payment shall be due no later than the date for Buyer's payment for the applicable month as set forth in Section 5.2 hereof. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to a Delivery Failure would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Cover Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages. Notwithstanding any other provision of this Agreement, the payment of Cover Damages by Seller shall be Buyer's sole and exclusive remedy for a Delivery Failure except to the extent such a failure constitutes an Event of Default pursuant to Section 9.2(h). For purposes of illustration, an example calculation of Cover Damages is set forth on Exhibit F.

4.4 Failure by Buyer to Accept Delivery of Products. If Buyer fails to accept all or part of any of the Products to be purchased by Buyer hereunder, and such failure to accept (a) is not the result of Reliability Curtailment or (b) is not otherwise excused under the terms of this Agreement (a **"Rejected Purchase"**), then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred, an amount for such Rejected Purchase equal to the Resale Damages. Each Party agrees and acknowledges that (i) the damages that Seller would incur due to a Rejected Purchase would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Resale Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

4.5 Delivery Point.

(a) All Scheduled Energy shall be Delivered hereunder by Seller to Buyer at the Delivery Point. Seller shall be responsible for making all arrangements and paying all costs associated with delivering the Scheduled Energy to the Delivery Point, consistent with all standards and requirements set forth by the FERC, ISO-NE, NYISO, and any other applicable Governmental Entity or tariff.

(b) Seller shall be responsible for all applicable charges associated with transmission interconnection, service and delivery charges, including all related Transmission Provider administrative fees, uplift, socialized charges, and all other charges in connection with the satisfaction of Seller's obligations hereunder, including without limitation the Delivery of Scheduled Energy to and at the Delivery Point. Seller shall indemnify and hold harmless Buyer for any such charges, fees, or expenses imposed upon Buyer by operation of Transmission Provider Rules or otherwise in connection with Seller's performance of its obligations hereunder.

(c) Seller shall not be responsible for any transmission charges, service and delivery charges or any other Transmission Provider fees or charges incurred in connection with the transmission of Scheduled Energy after the Delivery Point.

4.6 Metering.

(a) Metering. All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the **"Meters"**), shall be installed, operated, maintained and tested at Seller's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by NERC, the Interconnecting Utility, NYISO, and ISO-NE; provided that each Meter shall be tested at Seller's expense once each Contract Year. All Meters used to provide data for the computation of payments shall be sealed and Seller shall break the seal only when such Meters are to be inspected and tested (or adjusted) in accordance with this Section 4.6. Seller shall provide Buyer with a copy of all metering and calibration information and documents regarding the Meters promptly following receipt thereof by Seller.

(b) Measurements. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Metered Output generated by the Facility; provided however, that Seller, upon request of Buyer and at Buyer's expense (if more frequently than annually as provided for in Section 4.6(a)), shall cause the Meters to be tested by the Interconnecting Utility in whose territory the Facility is located, and if any Meter is out of service or is determined to be registering inaccurately by more than two percent (2%), (i) the measurement of Metered Output produced by the Facility shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, in accordance with the filed tariff of such Interconnecting Utility, the ISO-NE Tariff, or the NYISO Tariff, whichever is applicable, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder and (ii) Seller shall reimburse Buyer for the cost of such test of the Meters. Meter readings shall be adjusted to take into account the losses to Deliver the Metered Output to the Delivery Point. Seller shall make recorded meter data available monthly to the Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test (at its own expense) any of the Meters at the Facility at reasonable times and upon reasonable notice from Buyer to Seller. Buyer shall have the right to have a representative present during any testing or calibration of the Meters at the Facility by Seller. Seller shall provide Buyer with timely notice of any such testing or calibration.

(d) Audit of Meters. Buyer shall have access to the Meters and the right to audit all information and test data related to such Meters.

(e) Notice of Malfunction. Seller shall provide Buyer with prompt notice of any malfunction or other failure of the Meters or other telemetry equipment necessary to accurately report the quantity of Metered Output being produced by the Facility. If any Meter is found to be inaccurate by more than two percent (2%), the meter readings shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months

from the date that such inaccuracy was discovered, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder.

(f) Telemetry. The Meters shall be capable of sending meter telemetry data, and Seller shall provide Buyer with simultaneous access to such data at no additional cost to Buyer. This provision is in addition to any requirements of Seller under the NYISO Rules and ISO-NE Rules and ISO-NE Practices, including ISO-NE Operating Procedure No. 18.

4.7 RECs.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to Buyer's Percentage Entitlement of the RECs during the Services Term in accordance with the terms of this Section 4.7. The amount of RECs transferred from Seller to Buyer under this Agreement for any hour (or shorter period to the extent that ISO-NE schedules Energy deliveries over a shorter period) will be the equivalent of the lesser of the Buyer's Percentage Entitlement of the Metered Output or Buyer's Percentage Entitlement of the Scheduled Energy during that hour (or such shorter period).

(b) Regarding the RPS:

(i) Except as provided in subsection (ii) of this Section 4.7(b), all Scheduled Energy provided by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility pursuant to the RPS, and Seller's failure to satisfy such requirements shall constitute an Event of Default pursuant to Section 9.1(c) of this Agreement except as provided in Section 4.7(b)(ii) below; and

(ii) If solely as a result of a change in Law, Scheduled Energy provided by Seller to Buyer from the Facility under this Agreement no longer meets the requirements for eligibility pursuant to the RPS, such will not constitute an Event of Default under Article 9, provided Seller promptly uses commercially reasonable efforts to ensure that qualification will continue after the change in Law. If, notwithstanding such commercially reasonable efforts and solely as a result of change in Law, the Facility does not qualify as a RPS Class I Renewable Generation Unit, then (A) Seller shall continue to sell, and Buyer shall continue to purchase Scheduled Energy under this Agreement at the Price for such Scheduled Energy in accordance with Section 5.1 and (B) any purchases and sales of RECs shall be in accordance with Section 4.1(b).

(c) At Seller's sole cost, Seller shall also obtain and maintain throughout the Services Term qualification as a RPS Class I generation resource under the renewable portfolio standard or similar law of New York and the New England states of Connecticut, Maine, New Hampshire, and Rhode Island], to the extent the renewable energy technology used in, and other characteristics of (including location, transmission, environmental effects and operating characteristics), the Facility are and remain eligible under such renewable portfolio standard or

similar law. At Buyer's request and at Seller's sole cost, Seller shall also obtain qualification under any federal renewable energy standard, to the extent the renewable energy technology used in, and other characteristics of (including location, transmission, environmental effects and operating characteristics), the Facility are and remain eligible under such renewable portfolio standard, renewable energy standard or similar law, and Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maintain such qualification at all times during the Services Term unless otherwise agreed by Buyer. Notwithstanding the foregoing, nothing in this Section 4.7(c) shall require Seller to expend more than $100,000, in the aggregate, under this Agreement and all Other Agreements, during the Services Term and the term of such Other Agreements on any modifications to the Facility or the related characteristics to permit the Facility to qualify as a Class I generation resource under the renewable portfolio standard or similar law of New York and the New England states of Connecticut, Maine, New Hampshire, and Rhode Island and under any federal renewable energy standard. In the event that any such qualification(s) would require the expenditure of more than $100,000, in the aggregate, under this Agreement and all Other Agreements, during the Services Term or the term of such Other Agreements, then Buyer may require Seller to expend up to $100,000 for such qualification(s) so long as Buyer, either individually or together with one or more of the purchasers of Energy and RECs under the Other Agreements, agrees to expend, or reimburse Seller for the expenditures of, the amounts in excess of $100,000 that are required for such qualification(s). To the extent Seller qualifies the Facility as a RPS Class I generation resource pursuant to this Section 4.7(c), Seller shall submit to Buyer any information required by any state or federal agency with regard to administration of its rules regarding Environmental Attributes or its renewable energy standard or renewable portfolio standard or Seller's qualification under the foregoing.

(d) Seller shall comply with all GIS Operating Rules relating to the creation and transfer of all RECs to be purchased by Buyer under this Agreement and all other GIS Operating Rules to the extent required for Buyer to achieve the full value of the RECs associated with the Scheduled Energy Delivered hereunder. Seller shall also comply with all NYGATS rules and procedures to the extent required to Deliver RECs to Buyer under this Agreement. In addition, at Buyer's request, Seller shall use commercially reasonable efforts to register with and comply with the rules and requirements of any other tracking system or program that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes, which compliance shall be at Seller's sole cost if such registration and compliance is requested in connection with Section 4.7(c) above and shall be at Buyer's sole cost in other instances.

(e) Prior to the Delivery of any Scheduled Energy hereunder, either (i) Seller shall cause Buyer to be registered in the GIS as the initial owner of all Certificates to be Delivered hereunder to Buyer or (ii) Seller and Buyer shall effect an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) of the Certificates to be Delivered hereunder to Buyer in the GIS for the Services Term; provided, however, that no payment shall be due to Seller for any RECs until the Certificates are actually deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing.

(f) The Parties intend for the transactions entered into hereunder to be physically settled, meaning that the RECs are intended to be Delivered in the GIS account of Buyer or its designee as set forth in this Section 4.7.

5. PRICE AND PAYMENTS FOR PRODUCTS

5.1 Price for Products. All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit D; provided, however, that if the RECs fail to satisfy the RPS as an Environmental Attribute associated with the specified MWh of generation from a RPS Class I Renewable Generation Unit and Buyer does not purchase the RECs pursuant to Section 4.1(b), then all Scheduled Energy Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price for Scheduled Energy only, as specified in Exhibit D. Other than the (i) payment for the Products under this Section 5.1, (ii) payments related to Meter testing under Section 4.6(b), (iii) payments related to Meter malfunctions under Section 4.6(e), (iv) payment of any Resale Damages under Section 4.4, (v) payment of interest on late payments under Section 5.3, (vi) payments for reimbursement of Buyer's Taxes under Section 5.4(a), (vii) return of any Credit Support under Section 6.3, and (viii) payment of any Termination Payment due from Buyer under Section 9.3, Buyer shall not be required to make any other payments to Seller under this Agreement, and Seller shall be solely responsible for all costs and losses incurred by it in connection with the performance of its obligations under this Agreement. In the event that the LMP for the Scheduled Energy at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable pursuant to Section 4.2(a), is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (y) such Scheduled Energy Delivered in such hour and (z) the absolute value of the hourly Day Ahead LMP or Real Time LMP at the Delivery Point, as applicable pursuant to Section 4.2(a).

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all charges and payments under this Agreement. On or before the fifteenth (15th) day following the end of each month, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder during the preceding month, based on the Scheduled Energy Delivered to Buyer in the preceding month, and any RECs deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing in the preceding month. Such invoice shall contain supporting detail for all charges reflected on the invoice, and Seller shall provide Buyer with additional supporting documentation and information as Buyer may request.

(b) Timeliness of Payment. All undisputed charges shall be due and payable in accordance with each Party's invoice instructions on or before the later of (x) fifteen (15) days from receipt of the applicable invoice or (y) the last day of the calendar month in which the applicable invoice was received (or in either event the next Business Day if such day is not a Business Day). Each Party shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. All payments due under this Agreement shall be paid in immediately available funds. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Late Payment Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(c) Disputes and Adjustments of Invoices.

(i) All invoices rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on changes resulting from recent ISO-NE billing statements or revisions, if any, to previous ISO-NE billing statements. If ISO-NE resettles any invoice which relates to the Products sold under this Agreement and (a) any charges thereunder are the responsibility of the other Party under this Agreement or (b) any credits issued thereunder would be due to the other Party under this Agreement, then the Party receiving the invoice from ISO-NE shall in the case of (a) above invoice the other Party or in the case of (b) above pay the amount due to the other Party. Any invoices issued or amounts due pursuant to this Section shall be invoiced or paid as provided in this Section 5.2.

(ii) Within twelve (12) months of the issuance of an invoice the Seller may adjust any invoice for any arithmetic or computational error and shall provide documentation and information supporting such adjustment to Buyer. Within twelve (12) months of the receipt of an invoice (or an adjusted invoice), the Buyer may dispute any charges on that invoice. In the event of such a dispute, the Buyer shall give notice to the Seller and shall state the basis for the dispute. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment or refund shall be made within ten (10) days of such resolution along with interest accrued at the Late Payment Rate from and including the due date (or in the case of a refund, the payment date) but excluding the date paid. Any claim for additional payment is waived unless the Seller issues an adjusted invoice within twelve (12) months of issuance of the original invoice. Any dispute of charges is waived unless the Buyer provides notice of the dispute to the Seller within twelve (12) months of receipt of the invoice (or adjusted invoice) including such charges.

(d) Netting of Payments. The Parties hereby agree that they may discharge mutual debts and payment obligations due and owing to each other under this Agreement on the same date through netting of such monetary obligations, in which case all amounts owed by each Party to the other Party for the purchase and sale of Products during the monthly billing period under this Agreement, including any related damages calculated pursuant to this Agreement, interest, and payments or credits, may be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, such Party shall pay such sum in full when due. The Parties agree to provide each other with reasonable detail of such net payment or net payment request.

5.3 Interest on Late Payment or Refund. A late payment charge shall accrue on any late payment or refund as specified above at the lesser of (a) the prime rate specified in the

"Money & Investing" section of The Wall Street Journal (or, if such rate is not published therein, in a successor index mutually selected by the Parties) plus 1% per cent, and (b) the maximum rate permitted by applicable Law in transactions involving entities having the same characteristics as the Parties (the **"Late Payment Rate"**).

5.4 Taxes, Fees and Levies.

(a) Seller shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with the Facility or delivery or sale of the Products ("**Seller's Taxes**"). Buyer shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with such Products after Delivery of such Products to Buyer, or imposed on or associated with the purchase of such Products by Buyer (other than ad valorem, franchise or income taxes which are related to the sale of the Products and are, therefore, the responsibility of Seller) ("**Buyer's Taxes**"). In the event Seller shall be required by law or regulation to remit or pay any Buyer's Taxes, Buyer shall reimburse Seller for such payment. In the event Buyer shall be required by law or regulation to remit or pay any Seller's Taxes, Seller shall reimburse Buyer for such payment, and Buyer may also elect to deduct any of the amount of any such Seller's Taxes from the amount due to Seller under Section 5.2. Buyer shall have the right to all credits, deductions and other benefits associated with taxes paid by Buyer or reimbursed to Seller by Buyer as described herein. Nothing shall obligate or cause a Party to pay or be liable to pay any taxes, fees and levies for which it is exempt under law.

(b) Seller shall bear all risks and retain all benefits, financial and otherwise, throughout the Term, associated with Seller's or the Facility's eligibility to receive any federal or state tax credits, to qualify for accelerated depreciation for Seller's accounting, reporting or tax purposes, or to receive any other favorable tax or accounting right or benefit, or any grant or subsidy from a Governmental Entity or other Person. Seller's obligations under this Agreement shall be effective regardless of whether the Facility is eligible for or receives, or the transactions contemplated under this Agreement are eligible for or receives, any federal or state tax credits, grants or other subsidies or any particular accounting, reporting or tax treatment.

6. SECURITY FOR PERFORMANCE

6.1 Seller's Support.

(a) Seller shall be required to post Credit Support in the amount of $12,600 to secure Seller's obligations in the period between the Effective Date and the Commercial Operation Date (**"Development Period Security"**). $7,560 of the Development Period Security shall be provided to Buyer on the Effective Date; and the remaining $5,040 of the Development Period Security shall be provided to Buyer within fifteen (15) Business Days after receipt of the Regulatory Approval. If at any time prior to the Commercial Operation Date, the amount of Development Period Security is reduced as a result of Buyer's draw upon such Development Period Security to less than the amount of Development Period Security required to be provided by Seller through the period ending fifteen (15) days after receipt of the Regulatory Approval, within five (5) Business Days of that draw Seller shall replenish such Development Period Security to the amount of Development Period Security required to be provided by Seller through the period ending fifteen (15) days after receipt of the Regulatory Approval. Buyer shall return

any undrawn amount of the Development Period Security to Seller within thirty (30) days after the later of (x) Buyer's receipt of an undisputed notice from Seller that the Commercial Operation Date has occurred or (y) Buyer's receipt of the full amount of the Operating Period Security (except to the extent that Development Period Security is converted into Operating Period Security as provided in Section 6.1(b)).

(b) Beginning not later than ten (10) days following the Commercial Operation Date, Seller shall provide Buyer with Credit Support to secure Seller's obligations under this Agreement after the Commercial Operation Date through and including the date that all of Seller's obligations under this Agreement are satisfied (**"Operating Period Security"**). The Operating Period Security shall be in the amount of $10,080; provided that, if the Contract Maximum Amount is adjusted pursuant to Section 3.3(b), then the Operating Period Security shall be an amount equal to $20,000.00 multiplied by the Contract Maximum Amount, as adjusted in accordance with Section 3.3(b). If at any time on or after the Commercial Operation Date, the amount of Operating Period Security is reduced as a result of Buyer's draw upon such Operating Period Security, within five (5) Business Days of that draw Seller shall replenish such Operating Period Security to the total amount required under this Section 6.1(b).

6.2 Cash Deposits. Any cash provided by Seller as Credit Support under this Agreement shall be held in an account selected by Buyer in its reasonable discretion. Interest shall accrue on that cash deposit at the daily Federal Funds Rate and shall be remitted to Seller upon written request to Buyer, with such request not more often than on a quarterly basis and Buyer shall remit such accrued interest to the Seller within a reasonable time following receipt of such request. Seller agrees to comply with the commercially reasonable requirements of Buyer in connection with the receipt and retention of any cash provided as Credit Support under this Agreement.

6.3 Return of Credit Support. Any unused Credit Support provided under this Agreement shall be returned to Seller only after any such Credit Support has been used to satisfy any outstanding obligations of Seller in existence at the time of the expiration or termination of this Agreement. Provided such obligations have been satisfied, such Credit Support shall be returned to Seller within thirty (30) days after the earlier of (a) the expiration of the Term of this Agreement or (b) termination of this Agreement under Section 8.1, Section 8.2, Section 9.3(b) or Section 10.1(c).

6.4 Buyer's Rights and Remedies. If at any time an Event of Default with respect to Seller has occurred and is continuing, then, unless Seller has paid in full all of its obligations hereunder that are then due, without limiting any other rights and remedies Buyer may have under this Agreement or otherwise at law or in equity, Buyer may exercise one or more of the following rights and remedies: (i) all rights and remedies available to a secured party under applicable Law with respect to Credit Support held by Buyer, and (ii) the right to liquidate any Credit Support held by Buyer and to apply the proceeds of such liquidation to any amounts payable to Buyer with respect to Seller's obligations hereunder in such order as Buyer may elect. For the purpose of this Section 6.4, Buyer may draw on the undrawn portion of any letter of credit provided as Credit Support up to the amount of Seller's outstanding obligations hereunder. Seller shall remain liable

for amounts due and owed to Buyer that remain unpaid after the application of Credit Support pursuant to this Section 6.4.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

7.1 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Organization and Good Standing; Power and Authority. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of Massachusetts. Subject to the receipt of the Regulatory Approval, Buyer has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Due Authorization; No Conflicts. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly authorized by all necessary actions on the part of Buyer and do not and, under existing facts and Law, shall not: (i) contravene its certificate of incorporation or any other governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) subject to receipt of the Regulatory Approval, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing.

(c) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Buyer and, assuming the due execution hereof and performance hereunder by Seller and receipt of the Regulatory Approval, constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(d) No Proceedings. Except to the extent relating to the Regulatory Approval, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Buyer or any of its properties (including, without limitation, this Agreement) which (i) relate in any manner to this Agreement or any transaction contemplated hereby, or (ii) Buyer reasonably expects to lead to a material adverse effect on (A) the validity or enforceability of this Agreement or (B) Buyer's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. Except to the extent associated with the Regulatory Approval, the execution, delivery and performance by Buyer of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken or that shall be duly obtained, made or taken on or prior to the date required, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable as required under applicable Law.

(f) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Buyer and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(g) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Buyer, or, to Buyer's knowledge, threatened against it.

(h) No Default. As of the Effective Date, no Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Buyer of its obligations under this Agreement.

7.2 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Organization and Good Standing; Power and Authority. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware. Subject to the receipt of the Permits listed in Exhibit B and any Related Transmission Approvals, Seller has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds, or shall hold, prior to the date on which they are required, all rights and entitlements (including without limitation all transmission rights) necessary to construct, own and operate the Facility and to deliver the Products to the Buyer in accordance with this Agreement.

(c) Due Authorization; No Conflicts. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly authorized by all necessary actions on the part of Seller and do not and, under existing facts and Law, shall not: (i) contravene any of its governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) assuming receipt of the Permits listed on Exhibit B and any Related Transmission Approvals, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing. Seller will not be disqualified from or be materially adversely affected in the performance of any of its obligations under this Agreement by reason of market power or affiliate transaction issues under federal or state regulatory requirements.

(d) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Seller and, assuming the due execution hereof and performance hereunder by Buyer

and receipt of the Permits listed on Exhibit B and any Related Transmission Approvals, constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(e) No Proceedings. Except to the extent associated with the Permits listed on Exhibit B and any Related Transmission Approvals, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Seller or any of its properties (including, without limitation, this Agreement) which (i) relate in any manner to this Agreement or any transaction contemplated hereby or (ii) Seller reasonably expects to lead to a material adverse effect on (A) the validity or enforceability of this Agreement or (B) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. Subject to the receipt of the Permits listed on Exhibit B on or prior to the date such Permits are required under applicable Law and subject to the receipt of the Related Transmission Approvals on or prior to the date such Related Transmission Approvals are required under Applicable Law, the execution, delivery and performance by Seller of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable. As of the Effective Date, Seller expects to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits have not previously been received.

(g) RPS Class I Renewable Generation Unit. The Facility shall be eligible to become qualified as a RPS Class I Renewable Generation Unit, and, on the Commercial Operation Date, the Facility shall be qualified by the PURA as eligible to participate in the RPS program, under Conn. Gen. Stat. Section 16-245a.

(h) Title to Products. Seller has and shall have good and marketable title to all Products sold and Delivered to Buyer under this Agreement, free and clear of all liens, charges and encumbrances. Except as permitted in this Agreement, Seller has not sold and shall not sell any such Products to any other Person, and no Person other than Seller can claim an interest in any Product to be sold to Buyer under this Agreement.

(i) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Seller and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(j) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Seller, or, to Seller's knowledge, threatened against it.

(k) No Misrepresentations. The reports and other submittals by Seller to Buyer under this Agreement are not false or misleading in any material respect.

(l) No Default. As of the Effective Date, no Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Seller of its obligations under this Agreement.

(m) Site Control. As of the Effective Date, (A) other than with respect to the State Forest Easement and the easements related to transmission collection lines for the Facility, Seller either (i) has acquired all real property rights to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility, to construct the Network Upgrades (to the extent it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement or (ii) has an irrevocable option to acquire such real property rights and the only condition upon Seller's exercise of such option to acquire such real property rights is the payment of an amount that represents the fair market value of such real property rights, and (B) the terms of the authorizing legislation for the State Forest Easement are acceptable to Seller (including without limitation the price to be paid for the State Forest Easement) and Seller is not aware of any impediment to obtaining the State Forest Easement on commercially reasonable terms.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Section are made as of the Effective Date and, unless any such representation or warranty is made as of the Effective Date or another specific date, are deemed made continually throughout the Term, subject to the removal of the references to the Regulatory Approval and Permits as and when the Regulatory Approval and Permits are obtained. If at any time during the Term, a Party obtains actual knowledge of any event or information which causes any of the representations and warranties in this Article 7 to be untrue or misleading, such Party shall provide the other Party with prompt written notice of the event or information, the representations and warranties affected, and the corrective action such Party shall take. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

7.4 Forward Capacity Market Participation. Seller must take (i) all necessary and appropriate actions to qualify and participate; and (ii) commercially reasonable actions to be selected and compensated in every auction applicable to the Services Term, in any capacity market, including the Forward Capacity Market and any successor capacity market. Subject to Good Utility Practice and the manufacturer's guidelines for all material components of the Facility, Seller shall operate the Facility in a manner to maximize the Capacity Supply Obligation of the Facility. Seller shall use best efforts to make Network Upgrades such that the maximum output of the Facility shall be qualified to participate in the FCM. Seller shall provide documentation to the Buyer demonstrating the satisfaction of the foregoing obligations. Notwithstanding the foregoing, Seller shall have no obligation under this Section 7.4 unless and until Seller can participate in the FCM as provided in the ISO-NE Rules, as revised from time to time at materially no more cost or risk than would be incurred by a wind generating facility of comparable size within the ISO-NE control area under the ISO-NE Rules at that time. Notwithstanding the foregoing, nothing in this Agreement shall entitle Buyer to any capacity revenues related to the Facility.

8. REGULATORY APPROVAL

8.1 Receipt of Regulatory Approval. The obligations of the Parties to perform this Agreement, other than the Parties' obligations under Section 6.1, Section 8.2, and Section 12, are conditioned upon and shall not become effective or binding until the earlier of: (a) the receipt of the Regulatory Approval and the receipt of final approval of the Other Agreements from the other Regulatory Agencies, or (b) both (i) the receipt of the Regulatory Approval from the MDPU, and (ii) Seller's delivery of written notice to Buyer that Seller elects to make this Agreement immediately effective and binding, which such notice may be delivered to Buyer at any time between the receipt of the Regulatory Approval from the MDPU and fifteen (15) days after the other Regulatory Agencies issue final decisions with respect to the Other Agreements. Buyer shall (A) file for the Regulatory Approval within one hundred eighty (180) days of the Effective Date and (B) notify Seller within five (5) Business Days after receipt of the Regulatory Approval or receipt of any other order of the MDPU regarding this Agreement. This Agreement may be terminated by either Buyer or Seller in the event that (1) Regulatory Approval is not received from the MDPU within two hundred seventy (270) days after filing for the Regulatory Approval, or (2) either (y) the final approval of the Other Agreements from the other Regulatory Agencies has not been received or (z) Seller has not given notice to Buyer that it elects to make this Agreement effective and binding, in the case of either subclause (y) or (z), within two hundred seventy (270) days after filing for the Regulatory Approval. Any such termination of this Agreement by either Buyer or Seller shall be without further liability to either Party, subject to the return of Credit Support as provided in Section 6.3.

8.2 Related Transmission Approvals. The obligation of the Parties to perform this Agreement is further conditioned upon the receipt of any Related Transmission Approvals on or prior to the date such Related Transmission Approvals are required under Applicable Law.

9. BREACHES; REMEDIES

9.1 Events of Default by Either Party. It shall constitute an event of default (**"Event of Default"**) by either Party hereunder if:

(a) Representation or Warranty. Any breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement occurs and, with respect to the period after the Effective Date, such breach would materially and adversely affect the ability of such Party to perform its obligations under this Agreement, where such breach is not fully cured and corrected within thirty (30) days after the Non-Defaulting Party has provided written notice to the Defaulting Party; or

(b) Payment Obligations. Any undisputed payment due and payable hereunder is not made on the date due, and such failure continues for more than ten (10) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than:

(i) a failure to Deliver Scheduled Energy and RECs as specified in Section 9.2(h),

(ii) a Delivery Failure (the sole remedy for which shall be the payment of Cover Damages as set forth in Section 4.3 except to the extent such Failure constitutes an Event of Default pursuant to Section 9.2(h)),

(iii) failure of the Facility to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date,

(iv) a failure to maintain the RPS eligibility requirements as a result of a change in Law (the remedies for which are set forth in Section 4.7(b)),

(v) a Rejected Purchase (the sole remedy for which shall be the payment of Resale Damages as set forth in Section 4.4), or

(vi) an Event of Default described in Section 9.1(a), 9.1(b), 9.1(d), 9.1(e) or 9.2,

such Party fails to perform, observe or otherwise to comply with any obligation hereunder and such failure continues for more than thirty (30) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; provided, however, that such period shall be extended for an additional period of up to sixty (60) days if the Defaulting Party is unable to cure within the initial thirty (30) day period so long as corrective action has been taken by the Defaulting Party within such initial 30-day period and such cure is diligently pursued by the Defaulting Party until such Default had been corrected, but in any event shall be cured within ninety (90) days of the notice from the Non-Defaulting Party; or

(d) Bankruptcy. Such Party (i) is adjudged bankrupt or files a petition in voluntary bankruptcy under any provision of any bankruptcy law or consents to the filing of any bankruptcy or reorganization petition against such Party under any such law, or (without limiting the generality of the foregoing) files a petition to reorganize pursuant to 11 U.S.C. § 101 or any similar statute applicable to such Party, as now or hereinafter in effect, (ii) makes an assignment for the benefit of creditors, or admits in writing an inability to pay its debts generally as they become due, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Party, or (iii) is subject to an order of a court of competent jurisdiction appointing a receiver or liquidator or custodian or trustee of such Party or of a major part of such Party's property, which is not dismissed within sixty (60) days; or

(e) Permit Compliance. Such Party fails to obtain and maintain or cause to be obtained and maintained in full force and effect any Permit (other than the Regulatory Approval) necessary for such Party to perform its obligations under this Agreement, and such failure is not cured within thirty (30) days after Seller has obtained actual knowledge of such failure. Upon Seller obtaining actual knowledge of such failure to obtain or maintain any Permit, Seller shall provide prompt written notice to Buyer regarding such failure and Seller's intent to cure.

9.2 Events of Default by Seller. In addition to the Events of Default described in Section 9.1, each of the following shall constitute an Event of Default by Seller hereunder if:

(a) Taking of Facility Assets. Any asset of Seller that is material to the construction, operation or maintenance of the Facility or the performance by Seller of its obligations hereunder is taken upon execution or by other process of law directed against Seller, other than by condemnation or eminent domain, or any such asset is taken upon or subject to any attachment by any creditor of or claimant against Seller and such attachment is not disposed of within sixty (60) days after such attachment is levied; or

(b) Failure to Maintain Credit Support. The failure of Seller to provide, maintain and/or replenish the Development Period Security or the Operating Period Security as required pursuant to Article 6 of this Agreement, and such failure continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller. For the avoidance of doubt, it shall be deemed an Event of Default if Seller provides Credit Support in the form of a letter of credit and, with respect to an outstanding letter of credit, one of the following events occurs with respect to the issuer of such letter of credit: (i) such issuer shall fail to be a Qualified Bank; (ii) such issuer shall fail to comply with or perform its obligations under such letter of credit; or (iii) such issuer shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such letter of credit, and (a) such failure, disaffirmation, disclamation, repudiation or rejection continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller and (b) Seller has not transferred replacement Credit Support meeting the requirements of this Agreement to Buyer within such five (5) Business Day period; or

(c) Energy Output. The failure of the Facility to produce Metered Output or to Deliver Scheduled Energy for twelve (12) consecutive months during the Services Term for any reason other than Force Majeure; or

(d) Failure to Satisfy ISO-NE or NYISO Obligations. The failure of Seller to satisfy, or cause to be satisfied (other than by Buyer), any material obligation under the ISO-NE Rules or ISO-NE Practices or the NYISO Rules applicable to the Facility, or any other material obligation with respect to ISO-NE or NYISO, after giving effect to any applicable cure period thereunder, and such failure has a material adverse effect on the Facility or Seller's ability to perform its obligations under this Agreement and such failure is not cured within the later of (i) five (5) days of the occurrence of such failure by Seller and (ii) the lapse of any applicable cure period under the ISO-NE Rules, ISO-NE Practices or NYISO Rules, as applicable; or

(e) Failure to Meet Critical Milestones. The failure of Seller to satisfy any Critical Milestone by the date set forth therefor in Section 3.1(a), as the same may be extended in accordance with Section 3.1(c) and/or Section 2.2(d), as applicable; or

(f) Abandonment. On or after the Commercial Operation Date, the permanent relinquishment by Seller of all of its possession and control of the Facility, other than a transfer permitted under this Agreement; or

(g) Assignment. The assignment of this Agreement by Seller, or Seller's sale or transfer of its interest (or any part thereof) in the Facility, except as permitted in accordance with Article 14; or

(h) Recurring Failure to Deliver Energy and RECs. Seller has Delivered no Scheduled Energy or RECs for ten (10) or more consecutive days, except to the extent such failure is due solely to Force Majeure or the unavailability of the transmission interface between the ISO-NE and NYISO control areas, without regard to the cost Seller would incur to Deliver Scheduled Energy; or

(i) Failure to Provide Status Reports. A failure to provide timely, accurate and complete status reports in accordance with this Agreement, and such failure continues for more than thirty (30) days after notice thereof is given by the Buyer; or

(j) Failure to Maintain RPS Eligibility. A failure to maintain RPS eligibility requirements set forth in Section 4.7(b) for any reason other than a change in Law.

9.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence and during the continuance of an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to (i) withhold any payments due the Defaulting Party under this Agreement, (ii) suspend its performance hereunder, and (iii) exercise such other remedies as provided for in this Agreement including, without limitation, the termination right set forth in Section 9.3(b), and, to the extent not inconsistent with the terms of this Agreement, such remedies available at law and in equity. In addition to the foregoing, except for breaches for which an express remedy or measure of damages is provided herein, the Non-Defaulting Party shall retain its right of specific performance to enforce the Defaulting Party's obligations under this Agreement.

(b) Termination and Termination Payment. Upon the occurrence of an Event of Default, a Non-Defaulting Party may terminate this Agreement at its sole discretion by providing written notice of such termination to the Defaulting Party. If the Non-Defaulting Party terminates this Agreement, it shall be entitled to calculate and receive as its sole remedy for such Event of Default a **"Termination Payment"** as follows:

(i) *Termination by Buyer Prior to Commercial Operation Date.* If Buyer terminates this Agreement because of an Event of Default by Seller occurring prior to the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the sum of (x) all Delay Damages due and owing by Seller through the date of such termination plus (y) the full amount of any Development Period Security provided to Buyer by Seller (including the amount of any Development Period Security required to be replenished hereunder).

(ii) *Termination by Seller Prior to Commercial Operation Date.* If Seller terminates this Agreement because of an Event of Default by Buyer prior to the Commercial Operation Date, Seller shall only receive a Termination Payment if the Commercial Operation Date either occurs on or before the Guaranteed Commercial Operation Date or would have occurred by such date but for the Event of

Default by Buyer giving rise to the termination of this Agreement. In such case, (x) if Seller terminates this Agreement because of an Event of Default by Buyer prior to the Financial Closing Date, the Termination Payment due to Seller shall be equal to the lesser of: (i) Buyer's Percentage Entitlement of Seller's out-of-pocket expenses reasonably incurred in connection with the development and construction of the Facility prior to such termination and for which Seller has provided adequate documentation to enable Buyer to verify the expense claimed, or (ii) the Termination Payment due to Seller as calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller; and (y) if Seller terminates this Agreement because of an Event of Default by Buyer on or after the Financial Closing Date, the Termination Payment due to Seller shall be calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller. For purposes of this Section 9.3(b)(ii), Seller's "out-of-pocket" expenses shall include all payments reasonably and actually made by Seller as of the termination date, including any down payments made to any third party equipment provider or the Interconnecting Utility, as well as all re-stocking fees, termination or cancellation payments, breakage costs or similar payments under any agreements between Seller and any third party.

(iii) *Termination by Buyer On or After Commercial Operation Date.* If Buyer terminates this Agreement because of an Event of Default by Seller occurring on or after the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the greater of: (i) the security provided in accordance with Article 6, or (ii) the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of default, plus 300 basis points, for each month remaining in the Services Term, of (i) the amount, if, any, by which the forward market price of Energy and Renewable Energy Credits, as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Buyer, for Replacement Energy and Replacement RECs, exceeds the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, multiplied by (ii) Buyer's Percentage Entitlement of the projected Scheduled Energy as determined by a recognized third party expert selected by Buyer, using a probability of exceedance basis of 50% and assuming no more than the Minimum Required Deliveries are Delivered; plus, (y) any costs incurred by Buyer as a result of the Event of Default and

termination of the Agreement. All such amounts shall be determined by Buyer in good faith and in a commercially reasonable manner, and Buyer shall provide Seller with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iii).

(iv) *Termination by Seller On or After Commercial Operation Date.* If Seller terminates this Agreement because of an Event of Default by Buyer occurring on or after the Commercial Operation Date, the Termination Payment due to Seller shall be equal to the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of default, plus 300 basis points, for each month remaining in the Services Term, of (i) the amount, if, any, by which the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, exceeds the forward market price of Energy and Renewable Energy Credits as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Seller, for Replacement Energy and Replacement RECs, multiplied by (ii) Buyer's Percentage Entitlement of the projected Scheduled Energy as determined by a recognized third party expert selected by Seller using a probability of exceedance basis of fifty percent (50%) and assuming no more than the Minimum Required Deliveries are Delivered; plus, (y) any costs incurred by Seller as a result of the Event of Default and termination of the Agreement. All such amounts shall be determined by Seller in good faith and in a commercially reasonable manner, and Seller shall provide Buyer with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iv).

(v) *Acceptability of Liquidated Damages.* Each Party agrees and acknowledges that (i) the damages that the Parties would incur due to an Event of Default would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Termination Payment as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(vi) *Payment of Termination Payment.* The Defaulting Party shall make the Termination Payment within ten (10) Business Days after such notice is effective, regardless whether the Termination Payment calculation is disputed. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall within ten (10) Business Days

of receipt of the calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. If the Parties are unable to resolve the dispute within thirty (30) days, Article 11 shall apply.

(c) Set-off. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to withhold and set off any amounts owed by the Non-Defaulting Party to the Defaulting Party against any payments and any other amounts owed by the Defaulting Party to the Non-Defaulting Party, including any Termination Payment payable as a result of any early termination of this Agreement.

(d) Notice to Lenders. Seller shall provide Buyer with a notice identifying a single Lender (if any) to whom default notices are to be issued. Buyer shall provide a copy of the notice of any default of Seller under this Article 9 to that Lender, and Buyer shall afford such Lender the same opportunities to cure Events of Default under this Agreement as are provided to Seller hereunder.

(e) Limitation of Remedies, Liability and Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

10. FORCE MAJEURE

10.1 Force Majeure.

(a) The term **"Force Majeure"** means an unusual, unexpected and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that directly prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (v) any full or partial curtailment in the electric output of the Facility that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or design, manufacturing or other flaws in the equipment comprising the Facility or flaws in the installation of that equipment, unless such curtailment is caused by an Act of God such as a flood, hurricane or tornado, or by sabotage, terrorism or war, (w) any occurrence or event that solely increases the costs or causes an economic hardship to a Party, (x) any occurrence or event that was caused by or contributed to by the Party claiming the Force Majeure, (y) Seller's ability to sell the Products at a price greater than that set out in this Agreement, or (z) Buyer's ability to procure the Products at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely obtain and maintain all necessary Permits (excepting the Regulatory Approval until final and non-appealable) or qualifications, any delay or failure in satisfying the Critical Milestone obligations specified in Section 3.1(a)(i) (Site Control), Section 3.1(a)(ii) (Permits) or Section 3.1(a)(iv) (Financing), a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure or be the basis for a claim of Force Majeure. Neither Party may raise a claim of Force Majeure due to the failure of a third party to perform its obligations unless such failure itself would constitute Force Majeure under this Agreement. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider or another failure or inability to obtain transmission service unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Metered Output to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined herein has occurred.

(b) Subject to Section 3.1(d), if either Party is unable, wholly or in part, by Force Majeure to perform obligations under this Agreement, such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be

promptly corrected to the extent it may be corrected through the exercise of due diligence. Neither party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure.

(c) Notwithstanding the foregoing if, after the Commercial Operation Date, any Force Majeure prevents full or partial performance under this Agreement for a period of twelve (12) months or more, the Party whose performance is not prevented by Force Majeure shall have the right to terminate this Agreement upon written notice to the other Party and without further recourse. If any Force Majeure prevents full or partial performance under this Agreement before the Commercial Operation Date, Section 3.1(d) will apply to such Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its stated Term.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a **"Dispute"**), in addition to any other remedies provided hereunder, the Parties shall attempt to resolve such Dispute through consultations between the Parties. If the Dispute has not been resolved within fifteen (15) Business Days after such consultations between the Parties, then either Party may seek to resolve such Dispute in the courts of Massachusetts in accordance with Section 11.3; provided, however, if the Dispute is subject to FERC's jurisdiction over wholesale power contracts, then either Party may elect to proceed with the mediation through FERC's Dispute Resolution Service; provided, however, that if one Party fails to participate in the negotiations as provided in this Section 11.1, the other Party can initiate mediation prior to the expiration of the thirty (30) Business Days. Unless otherwise agreed, the Parties will select a mediator from the FERC panel. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes. To the fullest extent permitted by law, any mediation proceeding and any settlement shall be maintained in confidence by the Parties.

11.2 Allocation of Dispute Costs. The fees and expenses associated with mediation shall be divided equally between the Parties, and each Party shall be responsible for its own legal fees, including but not limited to attorney fees, associated with any Dispute. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in FERC's rules for mediation.

11.3 Consent to Jurisdiction. Subject to Section 11.1, the Parties agree to the exclusive jurisdiction of the state and federal courts located in Massachusetts for any legal proceedings that may be brought by a Party arising out of or in connection with any Dispute.

11.4 Waiver of Jury Trial and Inconvenient Forum Claim. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT. BOTH PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE

LAYING OF VENUE AS SET FORTH IN THIS ARTICLE 11 AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

12. CONFIDENTIALITY

12.1 Nondisclosure. Buyer and Seller each agrees not to disclose to any Person and to keep confidential, and to cause and instruct its Affiliates, officers, directors, employees, partners and representatives not to disclose to any Person and to keep confidential, any non-public information relating to the terms and provisions of this Agreement, any financial statements delivered pursuant to Section 16.2, any information relating to the Products to be supplied by Seller hereunder, and such other non-public information that is designated as "Confidential." Notwithstanding the foregoing, any such information may be disclosed:

(a) to the extent Buyer determines it is appropriate in connection with efforts to obtain or maintain the Regulatory Approval or to seek rate recovery for amounts expended by Buyer under this Agreement;

(b) as required by applicable laws, regulations, filing requirements, rules or orders or by any subpoena or similar legal process of any Governmental Entity so long as the disclosing Party gives the non-disclosing Party written notice at least three (3) Business Days prior to such disclosure, if practicable;

(c) to the Affiliates of either Party and to the consultants, attorneys, auditors, financial advisors, lenders or potential lenders, investors or potential investors and their respective advisors of either Party or their Affiliates, but solely to the extent they have a need to know that information;

(d) in order to comply with any rule or regulation of any Transmission Provider stock exchange or similar Person or for financial disclosure purposes;

(e) to the extent the non-disclosing Party shall have consented in writing prior to any such disclosure;

(f) to the extent that the information was previously made publicly available other than as a result of a breach of this Section 12.1;

(g) by Seller to NYDPS in connection with obtaining the Article 10 Permit, including, without limitation, the terms and conditions of this Agreement;

provided, however, in each case, that the Party seeking such disclosure shall, to the extent practicable, use commercially reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this Section 12.1.

12.2 Public Statements. No public statement, press release or other voluntary publication regarding this Agreement or the transactions to be made hereunder shall be made or issued without the prior consent of the other Party.

13. INDEMNIFICATION

13.1 Indemnification Obligations. Seller shall indemnify, defend and hold Buyer and its partners, shareholders, directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever in connection with or arising from Seller's negligence, gross negligence, or willful misconduct, or Seller's failure to perform or satisfy any obligation or liability under this Agreement.

13.2 Failure to Defend. If Seller fails to assume the defense of a claim meriting indemnification, Buyer may at the expense of Seller contest, settle or pay such claim.

14. ASSIGNMENT AND CHANGE OF CONTROL

14.1 Prohibition on Assignments. Except as permitted under this Article 14, neither this Agreement, nor any portion hereof, may be assigned by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. The Party requesting the other Party's consent to an assignment of this Agreement will reimburse such other Party for all out-of-pocket costs and expenses such other Party incurs in connection with that consent, without regard to whether such consent is provided. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement (and shall not impair any Credit Support given by Seller hereunder) unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations thereunder.

14.2 Permitted Assignment by Seller. Seller may, without Buyer's prior written consent, pledge, encumber or assign the Facility, this Agreement or the accounts, revenues or proceeds under this Agreement to any Lender as security for financing in respect of the Facility. Notwithstanding the foregoing, in connection with any such a pledge, encumbrance or assignment, Buyer shall execute consents to assignment and estoppels that are in form and substance reasonably satisfactory to Buyer and such Lender that incorporates terms and conditions customary for a transaction of this type; provided, however, that Buyer shall not be obligated to enter into any consent which modifies the terms and conditions of this Agreement. Buyer shall not unreasonably withhold, condition or delay providing its consent to an assignment to a Lender. Seller may assign this Agreement to any Affiliate of Seller, upon Buyer's consent, which shall not be unreasonably withheld, conditioned or delayed. Seller will reimburse Buyer for all out-of-pocket costs and expenses incurred by Buyer in connection with such consent, without regard to whether such consent is provided.

14.3 Change in Control over Seller. Buyer's consent shall be required for any direct change in Control of Seller, which consent shall not be unreasonably withheld, conditioned or delayed and shall be provided if Buyer reasonably determines that such change in Control does not have a material adverse effect on Seller's creditworthiness or Seller's ability to perform its obligations under this Agreement. A change in Control in EverPower Wind Holdings, Inc. shall

not require the consent of Buyer; provided that Seller provides written notice of such change to Buyer within thirty (30) days after such change.

14.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with any merger or consolidation of the Buyer with or into another Person or any exchange of all of the common stock or other equity interests of Buyer or Buyer's parent for cash, securities or other property or any acquisition, reorganization, or other similar corporate transaction involving all or substantially all of the common stock or other equity interests in, or assets of, Buyer, or (b) to any substitute purchaser of the Products, so long as in the case of either clause (a) or clause (b) of this Section 14.4, either (1) the proposed assignee's credit rating is at least either BBB- from S&P or Baa3 from Moody's or (2) the proposed assignee's credit rating at the time of the proposed assignment is equal to or better than that of Buyer on the Effective Date, or (3) (i) such assignment, or in the case of clause (a) above the transaction associated with such assignment, has been required by legislative action or has been approved by the MDPU and any other appropriate Government Entity, as applicable, as part of a larger transaction of Buyer, and (ii) if such assignment is not to an Affiliate of Buyer, or in the case of clause (a) above the counterparty to the transaction is not an Affiliate of Buyer, such assignee or counterparty shall have provided Seller with Credit Support in the amount of $10,080.

14.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 14 shall be null and void.

15. TITLE; RISK OF LOSS

Title to and risk of loss related to Buyer's Percentage Entitlement of the Energy shall transfer from Seller to Buyer at the Delivery Point. Title and risk of loss related to Buyer's Percentage Entitlement of the RECs shall transfer to Buyer when the same are credited to Buyer's GIS account(s) or the GIS account(s) designated by Buyer to Seller in writing. Seller warrants that it shall deliver to Buyer the Products free and clear of all liens and claims therein or thereto by any Person.

16. AUDIT

16.1 Audit. Each Party shall have the right, upon reasonable advance notice, and at its sole expense (unless the other Party has defaulted under this Agreement, in which case the Defaulting Party shall bear the expense) and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement (including the determination of any Cover Damages or Resale Damages). If requested, a Party shall provide to the other Party additional information documenting the quantities of Products delivered or provided hereunder. If any such examination reveals any overcharge, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall include interest at the Late Payment Rate from the date the overpayment was made until credited or paid.

16.2 Access to Financial Information. Seller shall provide to Buyer within fifteen (15) days of receipt of Buyer's written request financial information and statements applicable to Seller

as well as access to financial personnel, so that Buyer may address any inquiries relating to Seller's financial resources.

17. NOTICES

Any notice or communication given pursuant hereto shall be in writing and (1) delivered personally (personally delivered notices shall be deemed given upon written acknowledgment of receipt after delivery to the address specified or upon refusal of receipt); or (2) mailed by registered or certified mail, postage prepaid (mailed notices shall be deemed given on the actual date of delivery, as set forth in the return receipt, or upon refusal of receipt); or (3) delivered by fax or electronic mail (notices sent by fax or electronic mail shall be deemed given upon confirmation of delivery); or (4) by reputable overnight courier; in each case addressed as follows or to such other addresses as may hereafter be designated by either Party to the other in writing:

If to Buyer:
Robert S. Furino
Vice President
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842
Tel (603) 773-6452
Fax (603) 773-6652
furino@unitil.com

With a copy to:
Gary Epler
Chief Regulatory Counsel
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842
Tel (603) 773-6440
Fax (603) 773-6605
epler@unitil.com

If to Seller:
Chief Commercial Officer
EverPower Wind Holdings, Inc.
1251 Waterfront Place, 3rd Floor
Pittsburgh, PA 15222
(412) 253-9400
(412) 578-9757 (fax)
E-mail: all-commercial@everpower.com

18. WAIVER AND MODIFICATION

This Agreement may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties, and no subsequent conduct of any Party or course of dealings between the Parties shall effect or be deemed to effect any such amendment or waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any

other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of or acquiescence in or to such provision. Buyer shall determine in its sole discretion whether any amendment or waiver of the provisions of this Agreement shall require Regulatory Approval or the MDPU filing and/or approval. If Buyer determines that any such approval or filing is required, then such amendment or waiver shall not become effective unless and until Regulatory Approval or such other approval is received, or such the MDPU filing is made and any requested the MDPU approval is received.

19. INTERPRETATION

19.1 Choice of Law. Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the Commonwealth of Massachusetts (without regard to its principles of conflicts of law).

19.2 Headings. Article and Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections and exhibits are, unless the context otherwise requires, references to articles, sections and exhibits of this Agreement. The words "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

19.3 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code.

19.4 Standard of Review. The Parties acknowledge and agree that the standard of review for any avoidance, breach, rejection, termination or other cessation of performance of or changes to any portion of this integrated, non-severable Agreement (as described in Section 22) over which FERC has jurisdiction, whether proposed by Seller, by Buyer, by a non-party of, by FERC acting *sua sponte* shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Serv. Co., 350 U.S. 332 (1956) and Federal Power Comm'n v. Sierra Pac. Power Co., 350 U.S. 348 (1956), and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Public Utility Commission, 558 U.S. 527 (2010). The Parties, for themselves and their successors and assigns, expressly and irrevocably waive any rights they can or may have to the application of any other standard of review. Each Party agrees that if it seeks to amend any applicable power sales tariff during the Term, such amendment shall not in any way materially and adversely affect this Agreement without the prior written consent of the other Party. Each Party further agrees that it shall not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.

19.5 Change in ISO-NE Rules and Practices. This Agreement is subject to the ISO-NE Rules and ISO-NE Practices. If, during the Term of this Agreement, any ISO-NE Rule or ISO-NE Practice is terminated, modified or amended or is otherwise no longer applicable, resulting in a material alteration of a material right or obligation of a Party hereunder, the Parties agree to negotiate in good faith in an attempt to amend or clarify this Agreement to embody the Parties' original intent regarding their respective rights and obligations under this Agreement, provided

that neither Party shall have any obligation to agree to any particular amendment or clarification of this Agreement. The intent of the Parties is that any such amendment or clarification reflect, as closely as possible, the intent, substance and effect of the ISO-NE Rule or ISO-NE Practice being replaced, modified, amended or made inapplicable as such ISO-NE Rule or ISO-NE Practice was in effect prior to such termination, modification, amendment, or inapplicability, provided that such amendment or clarification shall not in any event alter (i) the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the amount of any net payment to be made hereunder, including Seller's indemnification obligations or either Party's obligations to pay any costs or expenses of the other Party.

19.6 Dodd Frank Act Representations. The Parties agree that this Agreement (including all transactions reflected herein) is not a "swap" within the meaning of the Commodity Exchange Act ("CEA") and the rules, interpretations and other guidance of the Commodity Futures Trading Commission ("CFTC rules"), and that the primary intent of this Agreement is physical settlement (i.e., actual transfer of ownership) of the nonfinancial commodity and not solely to transfer price risk. In reliance upon such agreement, each Party represents to the other that:

(a) With respect to the commodity to be purchased and sold hereunder, it is a commercial market participant, a commercial entity and a commercial party, as such terms are used in the CFTC rules, and it is a producer, processor, or commercial user of, or a merchant handling, the commodity and it is entering into this Agreement for purposes related to its business as such;

(b) It is not registered or required to be registered under the CFTC rules as a swap dealer or a major swap participant;

(c) It has entered into this Agreement in connection with the conduct of its regular business and it has the capacity or ability to regularly make or take delivery of the commodity to be purchased and sold hereunder;

(d) With respect to the commodity to be purchased and sold hereunder, it intends to make or take physical delivery of the commodity;

(e) At the time that the Parties enter into this Agreement, any embedded volumetric optionality in this Agreement is primarily intended by the holder of such option or optionality to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the commodity to be purchased and sold hereunder;

(f) With respect to any embedded commodity option in this Agreement, such option is intended to be physically settled so that, if exercised, the option would result in the sale of the commodity to be purchased or sold hereunder for immediate or deferred shipment or delivery;

(g) The commodity to be purchased and sold hereunder is a nonfinancial commodity, and is also an exempt commodity or an agricultural commodity, as such terms are defined and interpreted in the CFTC rules. To the extent that reporting of any transactions related to this Agreement is required by the CFTC rules, the Parties agree that Seller shall be responsible

for such reporting (the "Reporting Party"). The Reporting Party's reporting obligations shall continue until the reporting obligation has expired or has been terminated in accordance with CFTC rules. The Buyer, as the Party that is not undertaking the reporting obligations shall timely provide the Reporting Party all necessary information requested by the Reporting Party for it to comply with CFTC rules.

19.7 Change in Law or Buyer's Accounting Treatment, Subsequent Judicial or Regulatory Action.

(a) If, during the Term of this Agreement, there is a change in Law or accounting standards or rules or a change in the interpretation or applicability thereof that would result in adverse balance sheet or creditworthiness impacts on Buyer associated with this Agreement or the amounts paid for Products purchased hereunder, the Buyer shall prepare an amendment to this Agreement to avoid or mitigate such impacts. Buyer shall prepare such amendment in a manner that is designed to be limited to changes required to avoid or mitigate the adverse balance sheet or creditworthiness impact. Buyer shall use commercially reasonable efforts to prepare such amendment in a manner that mitigates any material adverse effect(s) on Seller (as identified by Seller, acting reasonably) that could reasonably be expected to result from such amendment, but only to the extent that such mitigation can be accomplished in a manner that is consistent with the purpose of such amendment. Seller agrees to execute such amendment provided that such amendment does not (unless the Seller otherwise agrees) alter: (i) alter the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the amount of any net payment to be made hereunder, including Seller's indemnification obligations or either Party's obligations to pay any costs or expenses of the other Party.

(b) Upon a determination by a court or regulatory body having jurisdiction (i) over this Agreement or any of the Parties hereto, or (ii) over the establishment and enforcement of any of the statutes or regulations or orders or actions of regulatory agencies (including the MDPU) supporting this Agreement or the rights or (iii) over the rights or obligations of the Parties hereunder that any of the statutes or regulations supporting this Agreement or the rights or obligations of the Parties hereunder, or orders of or actions of regulatory agencies (including the MDPU) implementing such statutes or regulations, or this Agreement on its face or as applied, in the reasonable determination by a Party, violates any Law (including the State or Federal Constitution) (an "**Adverse Determination**"), each Party shall have the right to suspend performance under this Agreement without liability. Seller may deliver and sell Products to a third party during any period of time for which Buyer suspends payments or purchases under this Section. Upon an Adverse Determination becoming final and non-appealable, Buyer shall make a good faith determination regarding whether the Adverse Determination does or may adversely affect the enforceability of any provision of this Agreement and/or Buyer's continued ability to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement and to recover remuneration equal to two and three quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement and whether such adverse effect(s) of the Adverse Determination can reasonably be mitigated by amending the Agreement in a manner that allows the Agreement to continue with modification. If, in Buyer's sole reasonable judgment, such adverse effect(s) of the Adverse Determination cannot be reasonably mitigated by amending the Agreement, Buyer shall have the right to terminate the

Agreement. If Buyer determines that such effect(s) can be so mitigated, it shall promptly prepare an amendment to this Agreement designed to be limited to changes required to avoid or mitigate such effect(s). Thereafter, Buyer and Seller shall negotiate the terms of such amendment in good faith; provided, however, that neither Buyer nor Seller will be required to agree to any particular amendment. If Seller and Buyer cannot reach agreement on such amendment within sixty (60) days after Buyer delivers to Seller the first draft thereof, then either Party may terminate this Agreement by written notice to the other Party delivered within thirty (30) days after such sixty (60) day period. Upon a termination pursuant to this section, Seller shall: (a) prepare a final invoice to Buyer for Products delivered to Buyer, which Buyer shall pay in the normal course pursuant to Section 5.2(b); and (b) have no further obligations or liabilities to Buyer and Seller shall have the right to sell Energy, RECs and capacity to third parties and Seller and Buyer shall have no further obligations or liabilities to the other Party under this Agreement.

19.8 Joint Preparation. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

20. COUNTERPARTS; FACSIMILE SIGNATURES

Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original. Facsimile signatures hereon or on any notice or other instrument delivered under this Agreement shall have the same force and effect as original signatures.

21. NO DUTY TO THIRD PARTIES

Except as provided in any consent to assignment of this Agreement, nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a Party to this Agreement.

22. SEVERABILITY

If any term or provision of this Agreement or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this Agreement and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this Agreement for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction. The Parties acknowledge and agree that essential terms and conditions of this Agreement for each Party include, without limitation, all pricing and payment terms and conditions of this Agreement, and that the essential terms and conditions of this Agreement for Buyer also include, without limitation, the terms and conditions of Section 19.7 of this Agreement.

23. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed as creating any relationship between Buyer and Seller other than that of Seller as independent contractor for the sale of Products, and Buyer as principal and purchaser of the same. Neither Party shall be deemed to be the agent of the other Party for any purpose by reason of this Agreement, and no partnership or joint venture or fiduciary relationship between the Parties is intended to be created hereby. Nothing in this Agreement shall be construed as creating any relationship between Buyer and the Interconnecting Utility.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications.

[Signature page follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, D/B/A UNITIL

By: _____
Name: MARK H. COLLIN
Title: SENIOR VICE PRESIDENT

CASSADAGA WIND LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, D/B/A UNITIL

By: _____
Name:
Title:

CASSADAGA WIND LLC

By: _____
Name:
Title:

James Spencer
President & CEO

EXHIBIT A

DESCRIPTION OF FACILITY

Facility: Cassadaga Wind Project

Technology: Wind

Site Location: Chautauqua County, New York (Latitude 42.284°, Longitude -79.301°)

Nameplate Capacity: 126 MW

Expected Maximum Output: 126 MW per hour

Interconnection Point: National Grid / Niagara Mohawk Moon Road 115 kV switching station

Delivery Point: NY Import-Roseton 345 kV (ISO-NE 4011)

Minimum/Maximum Operating Criteria: Turbine cut-in minimum wind speed and turbine cut-out maximum wind speed to be designated by Seller

Subject to all other provisions of this Agreement, Seller may modify the site layout of, the model of Wind Turbines and any other equipment used in, and any other characteristics of, the Facility from time to time prior to the Commercial Operation Date; provided that such modifications do not result in a change to the Interconnection Point or Delivery Point.

EXHIBIT B

PART 1: PERMITS REQUIRED FOR FACILITY CONSTRUCTION

Agency	Description of Permit/Approval
Federal	
Federal Aviation Administration	Determination of potential hazards to air navigation
U.S. Army Corps of Engineers	Section 404 or Nationwide permit for placement of fill in Federal jurisdictional waters/wetlands of the U.S.
United States Fish and Wildlife Service	Informal consultation pursuant to Section 7 of the Endangered Species Act associated with the U.S. Army Corps of Engineers permit issuance
State	
New York State Board on Electric Generation Siting and the Environment	Certificate of Environmental Compatibility and Public Need pursuant to Article 10
New York State Department of Environmental Conservation	Water Quality Certification, Section 401 of the Clean Water Act; SPDES General Permit for Construction Activity; Article 24 permit for impacts to freshwater wetlands; Article 15 permit for impacts to protected streams
Local	
Town of Arkwright	Host Community Agreement containing provisions for road use and approval of building plans
Town of Charlotte	Host Community Agreement containing provisions for road use and approval of building plans
Town of Cherry Creek	Host Community Agreement containing provisions for road use and approval of building plans
Chautauqua County	Use of County Highway Right-of-Way

PART 2: REAL ESTATE RIGHTS

Owner	Agreement Type	Land Use	Acreage
Allenbrand, Anthony	Wind Energy Lease	Turbine, Transmission	97.6
Bauer Family Limited	Wind Energy Lease	Turbine, Transmission	364.6
Blakely, Pamela	Easement	Transmission	15.6
Boutwell Hill State Forest	Easement	Transmission	2,950.0
Burkholder, John	Wind Energy Lease	Turbine, Transmission	159.9
Carlstrom, Darren	Wind Energy Lease	Turbine, Transmission	203.9
Carlstrom, Heather	Wind Energy Lease	Turbine, Transmission	140.2
Case, James	Wind Energy Lease	Turbine, Transmission	67.5
Charrington Creek Inc	Wind Energy Lease	Turbine, Transmission	363.2
Deering, Kevin	Wind Energy Lease	Turbine, Transmission	28.7
Egleston, Marc	Easement	Transmission	4.0
Emke, Dennis	Wind Energy Lease	Turbine, Transmission	449.1
Frost, Robert & Wendy	Easement	Transmission	5.2
Frost, Wendy	Easement	Transmission	31.7
Gassman, Jennifer	Easement	Transmission	14.6
Genovese, Jason	Easement	Transmission	97.4
Gierlinger, Frank	Wind Energy Lease	Turbine, Transmission	119.3
Graber, Thomas	Wind Energy Lease	Turbine, Transmission	100.5
Hall, Grant	Easement	Transmission	117.0
Hamrick, Cynthia	Easement	Transmission	16.3
Herb, Donald	Wind Energy Lease	Turbine, Transmission	109.6
Higgs, Gary	Wind Energy Lease	Turbine, Transmission	130.6
Hoelzle, Timothy	Wind Energy Lease	Turbine, Transmission	92.0
Isula, Michael	Easement	Transmission	71.4
Johnson, Deborah	Easement	Transmission	17.7
Johnson, Jason	Easement	Transmission	158.7
Johnson, Robert	Easement	Transmission	126.4
Kelly, Patrick	Easement	Transmission	33.2
Mark R. Mansfield, LLC	Easement	Transmission	107.7
McMillan, Allan	Easement	Transmission	27.2
Milliman, Lee	Wind Energy Lease	Turbine, Transmission	139.8
Morley, Donald	Easement	Transmission	45.2
Perez, Paula	Easement	Transmission	14.3
Rettig, Robert	Wind Energy Lease	Turbine, Transmission	233.5
Reynolds, Thomas	Wind Energy Lease	Turbine, Transmission	552.8
Rice-Altemus, Lisa	Easement	Transmission	8.7
Rodgers, Clyde	Wind Energy Lease	Turbine, Transmission	209.8

Rodgers, Robert	Easement	Transmission	3.9
Rowan Trust, Nicholas	Easement	Transmission	83.5
Stec, Charles	Easement	Transmission	23.4
Torgalski, Darryl	Easement	Transmission	48.6
Vanrensselaer, Robert	Easement	Transmission	41.9
Weber, Karl	Wind Energy Lease	Turbine, Transmission	243.9
Williams, Scott	Easement	Transmission	38.3
Yusczyk, John	Easement	Transmission	117.4

Seller shall have the right to obtain additional real property rights to further optimize the site layout of the Facility and to modify the Facility in accordance with the terms of this Agreement.

EXHIBIT C

FORM OF PROGRESS REPORT

For the Quarter Ending:_____

Milestones Achieved:

Milestones Pending:

Status of Progress toward achievement of Milestones during the quarter:

Status of permitting and Permits obtained during the quarter:

Status of Financing for Facility:

Current projection for Financial Closing Date:

Events expected to result in delays in achievement of any Milestones:

Critical Milestones not yet achieved and projected date for achievement:

Current projection for Commercial Operation Date:

EXHIBIT D

PRODUCTS AND PRICING

Price for Buyer's Percentage Entitlement of Products up to the Contract Maximum Amount. The Price for the Buyer's Percentage Entitlement of Delivered Products up to the Contract Maximum Amount in nominal dollars shall be as follow:

(a) Commencing on the Commercial Operation Date, the Price per MWh for the Products shall be equal to the sum of the Scheduled Energy Price and the REC Price set forth below.

Year	Scheduled Energy Price (Peak Hours) ($/MWh)	Scheduled Energy Price (non-Peak Hours) ($/MWh)	REC Price ($/REC)
1	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]
4	[redacted]	[redacted]	[redacted]
5	[redacted]	[redacted]	[redacted]
6	[redacted]	[redacted]	[redacted]
7	[redacted]	[redacted]	[redacted]
8	[redacted]	[redacted]	[redacted]
9	[redacted]	[redacted]	[redacted]
10	[redacted]	[redacted]	[redacted]
11	[redacted]	[redacted]	[redacted]
12	[redacted]	[redacted]	[redacted]
13	[redacted]	[redacted]	[redacted]
14	[redacted]	[redacted]	[redacted]
15	[redacted]	[redacted]	[redacted]
16	[redacted]	[redacted]	[redacted]
17	[redacted]	[redacted]	[redacted]
18	[redacted]	[redacted]	[redacted]
19	[redacted]	[redacted]	[redacted]
20	[redacted]	[redacted]	[redacted]

If the market price at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable pursuant to Section 4.2(a), for Scheduled Energy Delivered by Seller is negative in any hour, the payment to Seller for deliveries of Scheduled Energy shall be reduced by the difference

between the absolute value of the hourly LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, and $0.00 per MWh for that Scheduled Energy for each such hour. Each monthly invoice shall reflect a reduction for all hours in the applicable month in which the LMP for the Scheduled Energy at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, is less than $0.00 per MWh.

Examples. If delivered Scheduled Energy equals 1 MWh and Price equals $50.00/MWh:

LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, equals (or is greater than) $0.00/MWh

Buyer payment of Price to Seller $50.00

Seller credit/reimbursement for negative LMP to Buyer $0.00

Net Result: Buyer pays Seller $50 for that hour

LMP at the Delivery Point in the Day Ahead Energy Market and/or the Real Time Energy Market, as applicable, equals -$150.00/MWh

Buyer payment of Price to Seller $50.00

Seller credit/reimbursement for negative LMP to Buyer $150.00

Net Result: Seller credits or reimburses Buyer $100 for that hour

EXHIBIT E

RELATED TRANSMISSION FACILITIES

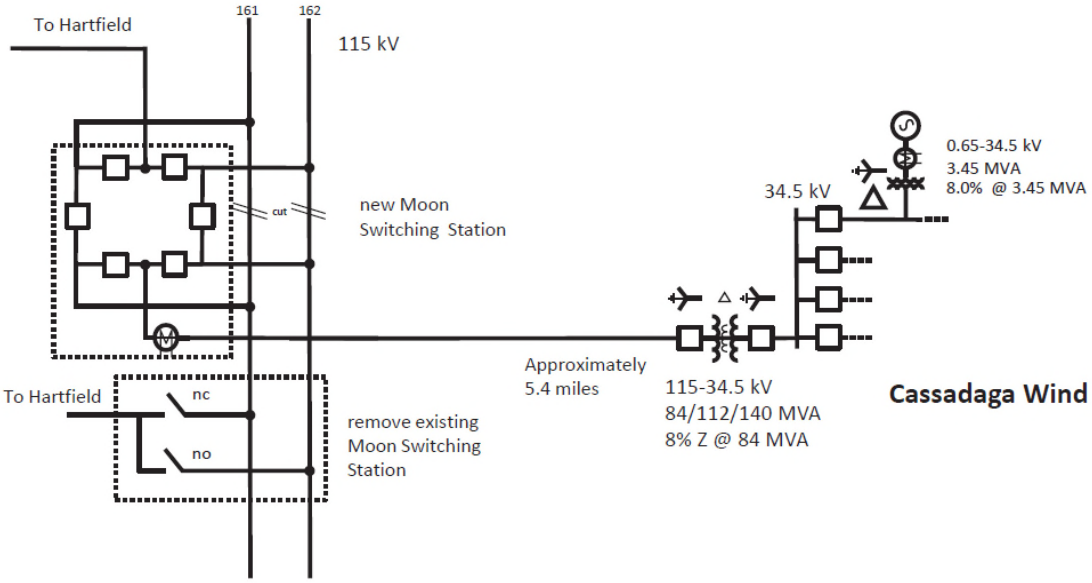

Exhibit F

EXAMPLE CALCULATIONS

Cover Damages Calculation

Hour	Net Metered Output (MWh)	Delivered Energy (MWh)	Shortfall (MWh)	Shortfall Weighting	Real-Time LMP	LMP Weight
1	77	77	[redacted]	[redacted]	$ 72.00	$ -
2	64	64	[redacted]	[redacted]	$ 55.00	$ -
3	51	40	[redacted]	[redacted]	$ 62.00	$ 7.33
4*	57	33	[redacted]	[redacted]	$ (10.00)	$ -
5	70	45	[redacted]	[redacted]	$ 66.00	$ 17.74
6	61	61	[redacted]	[redacted]	$ 110.00	$ -
7	52	52	[redacted]	[redacted]	$ 85.00	$ -
8	83	75	[redacted]	[redacted]	$ 91.00	$ 7.83
9	89	60	[redacted]	[redacted]	$ 55.00	$ 17.15
10	65	45	[redacted]	[redacted]	$ 60.00	$ 12.90
	(Total Output MWh)	**(Total Delivered Energy MWh)**	**(Total Shortfall MWh)**			
	669	**552**	[redacted]			

*no shortfall MWhs or delivery failure if Delivery Point LMP is negative

Shortfall Weighting = Shortfall MWh in Hour / Total Shortfall MWh
LMP Weight = Shortfall Weighting * Real-Time LMP

Tolerance %	[redacted]	<-- 100% less Minimum Delivery requirement
Tolerance MWh	[redacted]	[redacted])
Shortfall (MWh)	[redacted]	
Delivery Failure (MWh)	[redacted]	<-- Delivery failure applies to MWh shortfall in excess of the tolerance
Energy Replacement Price	[redacted]	<--Sum of LMP weightings
REC Replacement Price	[redacted]	
Total Replacement Price	[redacted]	← Sum of Energy Replacement Price + REC Replacement Price
Contract Price	[redacted]	<-- Contract Price
Difference, if positive	[redacted]	
Cover Damages	[redacted]	

Delay Damages Calculation

Guaranteed COD	12/31/2020	
Actual COD	01/10/2021	
# of Days Delayed	10 Days	
Contract Maximum Amount	126 MW	
Damage Rate (Per MWh/hour)	$100	
Total Payment	$126,000	(=10 Days * 126 MW * $100)