

PROPERTY VALUE GUARANTEE AGREEMENT

This Property Value Guarantee Agreement ("Agreement") made and entered into as of _____ (the "Effective Date"), by and between Clear River Energy LLC, a Delaware limited liability company ("Guarantor"), having its principal offices at One South Wacker Drive, Suite 1800, Chicago, Illinois 60606 and _____, residing at _____, Burrillville, Rhode Island ("Property Owner"). Guarantor and Property Owner shall each be referred to as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Guarantor has been granted a license by the Rhode Island Energy Facilities Siting Board ("RI EFSB") to develop, construct and operate a combined-cycle natural gas fired thermal energy facility in Burrillville, Rhode Island (the "Project"); and

WHEREAS, Property Owner owns certain real property in the town of Burrillville, Rhode Island, located within an agreed upon proximity (of the Project, as more particularly described on Exhibit A (the "Property")); and

WHEREAS, the Property is either a buildable lot upon which a permanent residential dwelling may be located in accordance with the local zoning ordinance or is a property upon which a permanent residential dwelling currently exists; and

WHEREAS, Guarantor desires to alleviate concerns about the preservation of values of residential property located in proximity to the Project; and

WHEREAS, Guarantor is also willing to allow Property Owner the option to waive the protections afforded by this Agreement and to instead accept a one-time payment from Guarantor on the terms of the Opt Out Agreement form attached hereto;

NOW THEREFORE, In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Property Value Guarantee.**
 - a. **Initial Appraisal.** The Property was appraised by _____, a Qualified Appraiser (defined below), at Guarantor's sole cost, (such appraisal being the "Initial Appraisal") in the amount of \$ _____. A copy of the Initial Appraisal is attached hereto as Exhibit B. The resale value of the Property, as determined by the Initial Appraisal, shall be referred to herein as the "Base Value".

b. Qualifying Sale. Guarantor shall pay to Property Owner, within sixty (60) days following the closing of the sale of the Property (the "Closing"), the difference between the sale price for the Property (the "Sale Price") and the Base Value (such difference being the "Property Value Guarantee Payment") in the event that: (i) the Closing occurs more than ten (10) business days after the commencement of construction on the Project ("Construction Commencement"), but in no event later than the seventh (7th) anniversary of the Construction Commencement (ii) the Property is sold to a bona fide purchaser for value in an arm's length transaction (excluding any short sale or other sale in exchange for the extinguishment of debt), (iii) the sale price for the Property is less than the Base Value, and (iv) at the Closing, the Property is in substantially the same condition as it was during the Initial Appraisal, reasonable wear and tear excepted. For the avoidance of doubt, this Agreement shall not apply to any sale of less than the entire Property. Upon the sale of less than the entire Property, this Agreement shall become null and void and be of no further force and effect.

c. Pre-Closing Appraisal.

In the event that a written offer to purchase the Property by a bona fide third party purchaser is more than ten percent (10%) less than the Base Value, Guarantor shall have the right, at its sole cost, to engage a Qualified Appraiser to appraise the Property before the Closing (the "Pre Closing Appraisal"). If the Pre Closing Appraisal shows that the offer to purchase the Property is less than the Base value, Guarantor shall pay to Property Owner the Adjusted Property Value Guarantee Payment, to be paid within sixty (60) days following the closing of the sale of the Property. The term "Adjusted Property Value Guarantee Payment shall mean the difference between the Pre Closing Appraisal Price and the Sale Price. Notwithstanding the foregoing, Guarantor shall use commercially reasonable efforts to have the Pre-Closing Appraisal conducted by the same appraiser who conducted the Initial Appraisal, provided that (i) such appraiser is still a Qualified Appraiser. To the extent that the Property Owner has made substantial improvements to the property after the Initial Appraisal, and if the Property Owner believes these substantial improvements have increased the property value then Property Owner may request a pre-closing appraisal to determine whether any adjustments to the Base Value are required, with respect to said improvements.

d. Reimbursement Expenses. There shall be a payment by Guarantor to the Property Owner a flat amount of \$1,500 for the time and convenience and/or future expenses of Property Owner when the Agreement is entered into.

3. Qualified Appraiser.

a. Qualified Appraiser. As used herein, "Qualified Appraiser" means a person

who (i) is licensed by the State of Rhode Island, (ii) is not related to the Property Owner, (iii) is not an employee or contractor of Guarantor or its affiliates, (iv) does not otherwise have a business relationship with Property Owner, Guarantor or its affiliates, (v) has not been subject to any suspension or revocation of license for any prior disciplinary action regarding their Rhode Island license by Rhode Island licensing authorities or from any professional association with which appraiser is a member or affiliated, (vi) has at least 5 years' experience in appraising residential property in Rhode Island in Providence County and/or any surrounding Counties, and (vii) is a Certified General Appraiser within the State of Rhode Island. The Qualified Appraiser shall be a person listed on Exhibit C, or a person agreed upon by mutual consent of the Guarantor and Property Owner; provided, however, that in the event that there are no appraisers listed on Exhibit C who are otherwise a Qualified Appraiser, then Guarantor (in its reasonable judgment) may select an otherwise Qualified Appraiser who is not listed on Exhibit C.

- b. Standards. Any appraisal conducted pursuant to this Agreement shall conform to the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Institute.
- c. Initial Appraisal. In conducting the Initial Appraisal, the Qualified Appraiser shall:
 - i. Use extraordinary assumption: Assume that the "Project" does not exist;
 - ii. Utilize comparable property, developed as the Property was developed as of the Effective Date and located a sufficient distance away from the Project so that, in the opinion of the appraiser, the selling price of that property was not influenced by the presence of the Project;
 - iii. Utilize comparable property, located approximately the same distance from major population centers (such as Providence or Woonsocket) where in the opinion of the appraiser the selling price of the comparable property was not overly influenced by the major population center (such as Providence or Woonsocket).
 - iv. Establish a fair market value which is based upon the Property as developed on the Effective Date (without considering any development or improvements, including new structures, after the Effective Date);
 - v. Prepare the appraisal in full compliance with any and all state and federal standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which conflict with these instructions; and

- vi. Note the condition of the Property, both interior and exterior, at the time of the appraisal.
- d. Appeal of Initial Appraisal Value. If the property owner is dissatisfied or disagrees with the Base Value as determined in the Initial Appraisal by the first appraiser, the property owner shall have the right to a second appraisal performed at Guarantor's expense by another approved appraiser affiliated with a different firm on the approved appraiser list, as selected by the guarantor or the property owner (with the approval of the guarantor).
 - i. The second appraisal is to be prepared to the same Initial Appraisal guidelines.
 - ii. The Base Value shall be the average of the two appraisals.

4. **Listing with Broker.** Property Owner shall utilize the services of a real estate brokerage firm who shall be licensed in Rhode Island, not be related to the Property Owner and, unless waived by the Guarantor, shall be a member of the Board of Realtors and the State-Wide Multiple Listing Exchange. The Listing Agent (entity in the brokerage firm who is identified as the Seller Representative) shall have at least 2 years of demonstrated experience in handling similar properties in the regional market (including Burrillville) and also not related to the Property owner. Property Owner shall give Guarantor notice of the broker with whom they wish to contract and shall obtain Guarantor's approval of said broker. Guarantor will not unreasonably withhold such approval. If the Guarantor objects to the Property Owner's choice of brokers, it shall state those objections, in writing, to Property Owner. In the event Guarantor reasonably objects, the Property Owner shall choose another broker, and proceed as described above. As sellers of the Property, Property Owner shall be responsible for the broker's fee. Nothing herein shall prevent the Property Owner from marketing the Property at a value higher than the Base Value as determined herein. The Listing Agent shall use commercially reasonable efforts consistent with accepted practices and methods utilized by MLS brokers and agents to sell the subject property, including but not limited to: advertising (internet and print), open houses, photos of property, and MLS listings.

In the event Property Owner accepts an offer for the Property by bona fide third party purchaser, purchaser shall deposit five percent (5%) of the Purchase Price of the Property to be held in escrow by an escrow agent mutually agreed upon by Property Owner and Guarantor.

5. **Term of Listing; Conditions of Listing.** Property Owner shall list the Property, utilizing the services of a real estate brokerage firm, at the Base Value as determined herein, or at a higher value. During the listing term, Property Owner shall accept any reasonable offer of purchase for the Base Value or higher. During the listing term the Listing Agent or the Property Owner shall provide notice to the Guarantor of every bona fide offer to purchase the Property. Property Owner shall maintain the Property in good and marketable condition during the listing period.

- (a) In the event the Property Owner has not received any bona fide offer to purchase the Property after 165 days of listing the Property for sale, Guarantor shall prepare a written offer to purchase the Property for the Base Value, unless Property Owner did not reasonably cooperate with the terms of a bona-fide sale contract, or that there are defects to title that the Property Owner has not sufficiently cured to the reasonable satisfaction of Guarantor. If Property Owner accepts the written offer to purchase the Property by Guarantor, Guarantor shall complete the terms of sale within 90 days.
- (b) Provided, however, if the Property has not sold within 165 days of the Listing agreement, and Guarantor provides Multiple Listing Service statistics that demonstrate a median Marketing Time for all Providence County and adjacent jurisdiction residential properties is in excess of 165 days, as of the original Listing date, then Guarantor has the option of notifying the Property Owner that they must extend the Listing or enter into a separate listing agreement with a new Broker for an additional period of 90 days. If the extended Listing option does not result in a bona-fide sale agreement within the second (2nd) 90 day Listing term, then Guarantor must abide by the terms of Section 5(a) above, and offer to purchase the Property for the Base Value.
- (c) The listing term may be modified by the parties in good faith negotiations in the event of extraordinary personal health considerations.

6. **Guarantor's Consent to Purchase.** Guarantor shall have the right to make counter offers on any offers of purchase which are below the Base Value. In the event the purchaser accepts any such counter offer made or requested by the Guarantor, or in the event the Guarantor otherwise consents to a sale of the Property below the Base Value, the Guarantor shall pay the Property Owner, at closing, the difference between the Base Value and the Sale Price.

7. **Opt Out Agreement Payment Option; Waiver.** Guarantor is offering Property Owner the option to receive a one-time payment pursuant to the terms of a Opt Out Agreement in the form attached as Exhibit D. In the event the Property Owner accepts the terms of the Opt Out Agreement the Property Owner expressly waives the rights afforded by the Property Value Agreement. Similarly, in the event the Property Owner accepts the terms of the Property Value Agreement the Property Owner expressly waives the rights afforded by the Opt Out Agreement.

8. **Termination of Guarantor's Obligations.** This Agreement shall terminate and Guarantor shall have no obligations hereunder from and after the earlier to occur of (i) the seventh (7th) anniversary of the Construction Commencement and (ii) the date that the Project is decommissioned and demolished, or operations at the Project have been permanently terminated as the result of an order, judgment, or decree issued by a federal, state, or local agency, court, or unit of government having jurisdiction under administrative code, statute, law or ordinance.

9. **Assignment.** This agreement is personal to _____. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Property Owner; provided, however, that this Agreement may be transferred by devise or descent. This Agreement shall only apply to a first sale by the Property Owner, and not to any

second or subsequent sales of the Property. This agreement shall be binding on Guarantor's successors and assigns.

10. **Confidentiality.** Property Owner agrees to keep confidential the existence, status, or terms and conditions of this Agreement, including, without limitation, the Property Value Guarantee Payment (collectively, the "**Confidential Information**"), and not to disclose or otherwise convey any portion of the Confidential Information to any person except to Property Owner's accountants, attorneys, employees and representatives (collectively, the "**Representatives**"), the Burrillville, Rhode Island town manager, and local, state, and/or national officials who need to know such information for the purpose of assisting Property Owner in connection with this Agreement, and in those instances only to the extent justifiable by that need (it being understood and agreed that such persons shall be informed by Property Owner of the confidential nature of all such information and shall direct all such persons to treat such information confidentially). It is further understood and agreed by Property Owner that money damages would not be a sufficient remedy for any breach of this confidentiality agreement, and that Guarantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the necessity of posting bond. Such remedies shall not be deemed to be the exclusive remedy for breaches of this confidentiality agreement, but shall be in addition to all other remedies that may be available at law or equity. It is understood and agreed that the Town of Burrillville will have to comply with all laws related to the disclosure of public documents, including but not limited to the Rhode Island Access to Public Records Act.

11. **IRS Form W-9.** Notwithstanding anything in this Agreement to the contrary, Guarantor shall have no obligation to make any payment to Property Owner otherwise required under this Agreement until Property Owner has returned to Guarantor a completed Internal Revenue Service Form W-9, such Form W-9 to either (i) have been provided by Guarantor to Property Owner prior to execution of this Agreement or (ii) be provided by Guarantor to Property Owner promptly upon execution of this Agreement.

12. **Application of Law; Disputes.** This Agreement shall be construed in accordance with and governed by the laws of the State of Rhode Island. Disputes concerning the application or terms of this Agreement shall be subject to the jurisdiction of the Providence Superior Court.

13. **Notifications.** For purposes of designating means to provide notice to the parties to this Agreement the following individuals or entities are designated:

For the Property Owner:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

For the Guarantor:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

GUARANTOR:

CLEAR RIVER ENERGY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

PROPERTY OWNER:

[_____] ,
[a(n) _____]

By: _____
Name: _____
Title: _____

OR

[_____] , an individual

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Copy of Initial Appraisal

EXHIBIT C

List of Potential Qualified Appraisers

Thomas O. Sweeney, SIOR
Sweeney Real Estate & Appraisal
One Turks Head Place, Suite 850
Providence, RI 02903
E-mail: tsweeney@sreari.com
Bus.: (401) 331-9300
Fax: (401) 331-9306

William E. Coyle III
Coyle Appraisal Companies
393 Main Street
Pawtucket, RI 02860
E-mail: iii@coyleappraisal.com
Bus.: (401) 725-2200 x207

Peter M. Scotti
Scotti & Associates, Inc.
246 Hope Street
Providence, RI 02906
E-mail: <http://www.scottirealestate.com>
Bus.: (401) 421-8888

Daniel M. Couture
Stone Bridge Appraisal Services
P.O. Box 132
Slatersville, RI 02876
Bus.: (401) 651-4507

Jamie Moore Appraisals Services
46 Sheffield Street
Warwick, RI 02889
Bus.: (401) 743-2963
Fax: (401) 921-0584
E-Mail: jamedmoore@verizon.net

EXHIBIT D

Opt Out Agreement

OPT OUT AGREEMENT

This OPT OUT AGREEMENT (this "Agreement") is made _____, 2016 (the "Effective Date"), by and between Clear River Energy LLC, a Delaware limited liability company of 1 S. Wacker Drive, Suite 1800, Chicago, IL 60606 ("Developer"), and _____ of _____ ("Owner"). Developer and Owner are each a "Party" and collectively the "Parties" to this Agreement.

RECITALS

WHEREAS, Developer has been granted a license to develop, construct and operate a combined-cycle natural gas fired thermal energy facility in Burrillville, Rhode Island (the "Project");

WHEREAS, Owner owns certain real property near the Project commonly known as _____ and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Owner has opted to forego and waive the option of execution of a Property Value Guarantee Agreement with Developer and instead would like to be involved in the Project by way of this Agreement and the Opt Out Payment more particularly described herein; and

WHEREAS, Owner desires to accept the Opt Out Payment on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Opt Out Payment.** Developer shall pay to Owner a single one-time payment of Five Thousand dollars (\$5,000) (the "Opt Out Payment") to be paid by Developer within thirty (30) days after the Effective Date.

2. **Waiver.** As consideration for the Opt Out Payment, Owner on behalf of itself, and its successors and assigns in ownership of the Property, hereby expressly waives the option to enter into a Property Value Guarantee Agreement with Developer. Owner specifically does not, however, waive or release any claim that may arise for a breach of this Agreement. As used herein, "Developer Parties" means Developer's affiliates, and their members, managers, officers, directors, shareholders, employees, contractors, agents, insurers, lenders, investors, beneficiaries, and the successors and assigns of any of the foregoing. As used herein, "Owner Parties" means Owner's principals, employees, servants, guests or invitees.

3. **Authority.** Each Party represents and warrants that it has authority to execute, deliver and perform this Agreement. Owner further represents and warrants that it is the sole owner of the Property and has not assigned, pledged or otherwise transferred any claim released by this Agreement.

4. **General.**

a. **Confidentiality.** Owner agrees to keep confidential the existence and terms and conditions of this Agreement, including, without limitation, the Opt Out Payment (collectively, the "Confidential Information"), and not to disclose the Confidential Information to any person except to Owner's accountants, attorneys, employees, consultants and agents it being understood and agreed that all such persons shall be informed by Owner of the confidential nature of all such information and shall direct all such persons to treat such information confidentially. It is further understood and agreed by Owner that money damages would not be a sufficient remedy for any breach of this confidentiality agreement, and that Developer shall be entitled, in addition to all other remedies at law and in equity, to specific performance and injunctive or other equitable relief as a remedy for any such breach without the necessity of posting bond.

b. Governing Law and Forum. This Agreement shall be interpreted under the laws of the State of Rhode Island without regard to conflicts of laws rules. The Parties agree that Providence County Superior Court in Providence, Rhode Island shall have exclusive jurisdiction and venue over all controversies arising under this Agreement. In the event any action is brought to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs. This Agreement shall not be construed as an admission by any Party of liability or the validity or invalidity of any Party's claims or defenses in any action or proceeding. Neither this Agreement's terms nor the fact of this Agreement shall be offered or received in evidence or be admissible for any reason in any form in any action or proceeding in any court or tribunal (other than an action to enforce the terms hereof), or used, publicized or disclosed in any manner as an admission, concession or evidence of any liability or wrongdoing of any nature by any Party.

c. Entire Agreement, Amendment, Successors and Assigns and Third Party Beneficiaries. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the Parties, whether written or oral. This Agreement may not be amended or modified except by written instrument signed by each of the Parties hereto. This Agreement is binding upon and shall inure to the benefit of the Parties, and any and all of their successors and assigns. All persons and entities released in Section 2 are intended third-party beneficiaries of this Agreement.

d. Construction and Execution. Each Party acknowledges and agrees that it has read and understands this Agreement and is only executing this Agreement after its own independent investigation and without fraud, duress, or undue influence. The headings in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms or provisions shall not be affected and the illegal, invalid or unenforceable part, term or provision shall be deemed not to be part of the Agreement. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

[Signature Page Follows]

Each of the Parties has executed this Agreement as of the Effective Date.

Owner:

By: _____

Name: _____

Developer:

Clear River Energy LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

[Opt Out Agreement]

Exhibit A

The Property