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2014 AUG 12 PM 3:51
PUBLIC UTILITIES COMMISSION

August 7, 2014

42 Weybosset Street
Providence
Rhode Island 02903
401 626.4839
401 753.6306 FAX

Ms. Luly Massaro, Clerk
RI Public Utilities Commission
89 Jefferson Blvd.
Warwick, RI 02888

**RE: Docket 4483 In RE: Distributed Generation Interconnection Dispute
between Wind Energy Development, LLC, ACP Land, LLC and
Narragansett Electric Company, d/b/a National Grid**

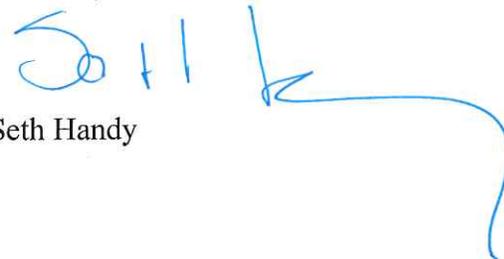
Dear Ms. Massaro:

I have enclosed two copies of the Wind Energy Development, LLC and ACP Land LLCs' Reply to Commission's First Set of Data Requests (July 24, 2014), one bound and indexed in a binder and one bound and indexed not in a binder. I have also enclosed 4 copies of a CD.

Should you have any questions, please contact me.

Thank you for your assistance with regard to this matter.

Sincerely,


Seth Handy

Cc: National Grid

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

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PUBLIC UTILITIES COMMISSION
DOCKET NO. 4483

IN RE: DISTRIBUTED GENERATION
INTERCONNECTION DISPUTE between
WIND ENERGY DEVELOPMENT, LLC,
ACP LAND, LLC, and NARRAGANSETT
ELECTRIC COMPANY, d/b/a NATIONAL GRID

WIND ENERGY DEVELOPMENT, LLC and ACP LAND, LLC'S REPLY TO
COMMISSION'S FIRST SET OF DATA REQUESTS
(July 24, 2014)

1. If the IRS should determine after a private letter ruling (PLR) involving the WED and ACP Land projects that National Grid does in fact owe the interconnection tax that is the subject of this dispute, do you agree that it is appropriate for National Grid to charge this tax to Petitioners?

RESPONSE: Yes, but the charge has already been assessed and paid. Developers are required to prepay estimated interconnection charges before the interconnection will be completed. If the IRS decides that the tax is not owed, the tax Petitioners have paid should be refunded.

2. Petitioners' memorandum states that \$23,000 in interconnection taxes was paid for two installed projects (p.1). Identify the two projects and the amount paid for each project.

RESPONSE: WED NK Green, LLC paid \$15,467 for the North Kingstown wind turbine and ACP Land, LLC paid \$8,321 for its solar project in Middletown. National Grid subsequently (subsequent to ACP's payment and to this petition) audited its interconnection cost for ACP Land, LLC's project and reduced the charge from the estimate of \$91,531 to an actual cost of \$32,376.01, issuing a credit of \$59,154.99, including a \$3,104.05 credit for the "income tax." During the mediation of this petition, National Grid agreed to also audit WED NK Green, LLC's actual interconnection costs but they have yet to produce the results of that audit.

3. Did National Grid provide Petitioners with a statement of the Company's policies on collection of tax gross-ups pursuant to §5.3 of the tariff governing this dispute, R.I.P.U.C. No. 2078? If yes, identify the projects for which this information was received and the date received.

RESPONSE: Petitioners received nothing more than the following statement in section 9(2) of each Impact Study issued for each project:

2. The associated tax effect liability is the result of an IRS rule, which states that all costs for construction collected by National Grid, as well as the value of donated property, are considered taxable income. Current tax effect rate is 11.29% for The Narragansett Electric Company assets.

4. What was the amount of interconnection fees paid by ACP Land?

RESPONSE: Feasibility Study fee of \$1,500 paid 10/6/11; Impact Study fee of \$5,000 paid 2/16/12; Interconnection fee of \$91,531 paid 2/21/13. As noted above, an audit of the actual interconnection costs revealed that the estimated fee of \$91,531 exceeded the actual cost by \$59,154.99, so National Grid ultimately issued a credit for that amount.

5. Provide executed copies of interconnection agreements, impact study agreements and any other agreements signed by and between the parties in this docket.

RESPONSE: The documents requested that pertain to WED COV 1 and WED COV 2 were produced in Wind Energy Development, LLC (WED) and/or ACP Land, LLC (ACP)'s Response to the Commission Staff's Data Request (Feb. 28, 2014), with the exception of WED COV 1 Power Purchase Agreement which is being produced in response to this request. The following documents are contained in a disk produced with this request:

- ACP Power Purchase Agreement, dated 12/28/11
- ACP Impact Study or ISRDG Agreement dated 1/24/12
- ACP Interconnection Service Agreement dated 1/28/13
- COV 3 Impact Study or ISRDG Agreement dated 4/28/14
- COV 3 Generating Facility Expedited/Standard Process Interconnection Application dated 8/22/12
- COV 4 Impact Study or ISRDG Agreement dated 4/28/14
- COV 4 Generating Facility Expedited/Standard Process Interconnection Application dated 9/17/12
- NK Green Power Purchase Agreement dated 12/28/11
- NK Green Interconnection Agreement dated 5/24/12
- NK Green Impact Study Agreement dated 9/9/11

6. WED states it prepaid an interconnection cost of \$169,767 for the North Kingstown Green project (p.4). WED states it paid a \$10,000 impact study fee for the North Kingstown Green project (p.6). Is the total amount paid to National Grid for the North Kingstown Green project \$179,767 (\$169,767 + \$10,000) or is the \$10,000 study fee included in the \$169,767?

RESPONSE: The total for these interconnection items is \$179,767, including \$169,767 for the interconnection cost and \$10,000 for the impact study fee. This does not include the additional fee for National Grid's interconnection feasibility study.

7. What was the amount of the impact study fee paid by ACP Land to National Grid on January 1, 2012 (p.6)?

RESPONSE: ACP paid an impact study fee of \$5,000 on February 16, 2012. That was evidently a mistaken date on page 6 of the petition.

INDEX

COV 1 POWER PURCHASE AGREEMENT DATED 8/2/13

COV 3 IMPACT STUDY OR ISRDG AGREEMENT DATED 4/28/14

COV 3 GENERATING FACILITY INTERCONNECTION APPLICATION DATED 8/22/12

COV 4 IMPACT STUDY OR ISRDG AGREEMENT DATED 4/28/14

COV 4 GENERATION FACILITY INTERCONNECTION APPLICATION DATED 9/17/12

NK GREEN - POWER PURCHASE AGREEMENT DATED 12/28/11

NK GREEN - IMPACT STUDY OR ISRDG AGREEMENT DATED 9/9/11

NK GREEN - INTERCONNECTION SERVICE AGREEMENT DATED 5/24/12

ACP - POWER PURCHASE AGREEMENT DATED 12/28/11

ACP - INTERCONNECTION SERVICE AGREEMENT DATED 1/28/13

ACP- IMPACT STUDY OR ISRDG AGREEMENT DATED 1/24/12

**POWER PURCHASE AGREEMENT
(TO BE USED ONLY FOR FACILITIES WITH A
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

COVER SHEET

This **POWER PURCHASE AGREEMENT** (this "**Agreement**") is entered into as of August 2, 2013 (the "**Effective Date**") by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation ("**Buyer**"), and the Seller identified below ("**Seller**" and, together with Buyer, each a "**Party**" and collectively the "**Parties**"). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

Seller: WED Coventry One, LLC

Type of Organization and Jurisdiction of Organization of Seller:

Rhode Island Limited Liability Company

Address for Notices:

Street: 1130 Ten Rod Road Suite E-102
City, State: North Kingstown, Rhode Island Zip: 02852
Attention: Mark DePasquale
Fax: 401-295-4944
Email: md@wedenergy.com

Facility Description:

Project Name: WED Coventry One
Street: 210 Piggy Lane-RI Plat 310, Lot 9
City, State: Coventry, Rhode Island Zip: 02816

Technology: Wind

Fuel Type: N/A

Operational Limitations: one week outage annually

Nameplate Capacity: 1,500kW

Delivery Point: 54F1 feeder from Coventry Substation

Proposed Hourly Output: 1,500 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied

the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

Projected Annual Energy Output (each of first two Contract Years): 3,127 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

Projected Project Useful Life: 21 Years

Performance Guarantee Deposit \$ 46,905.00

Is the Facility a Net Metered Facility: yes no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

Seller's Permits:

Construction Permits

Federal Permits	Regulatory Authority(ies)
Aeronautical Study No. 2011-WTE-22730-OE	Federal Aviation Administration
State Permits	Regulatory Authority(ies)
Local/County Permits	Regulatory Authority(ies)
Building Permit No. 13-062	Town of Coventry

Operating Permits

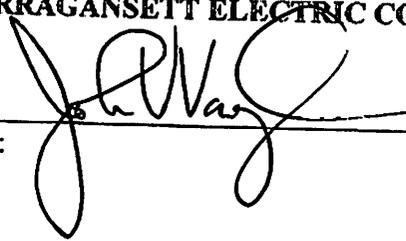
Federal Permits	Regulatory Authority(ies)
State Permits	Regulatory Authority(ies)
Interconnection Agreement	National Grid
Local/County Permits	Regulatory Authority(ies)

Bundled Price per MWh: \$ 148.00 per MWh

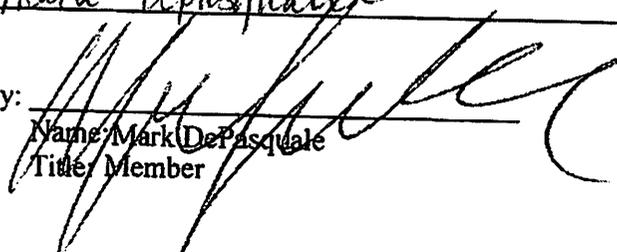
IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

BUYER:

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

By:  CMAA
Name:
Title:

SELLER:

Mark DePasquale
By: 
Name: Mark DePasquale
Title: Member

BUYER:

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

By: _____

Name:

Title:

SELLER:

Mark DePasquale

By: _____

Name: Mark DePasquale

Title: Member

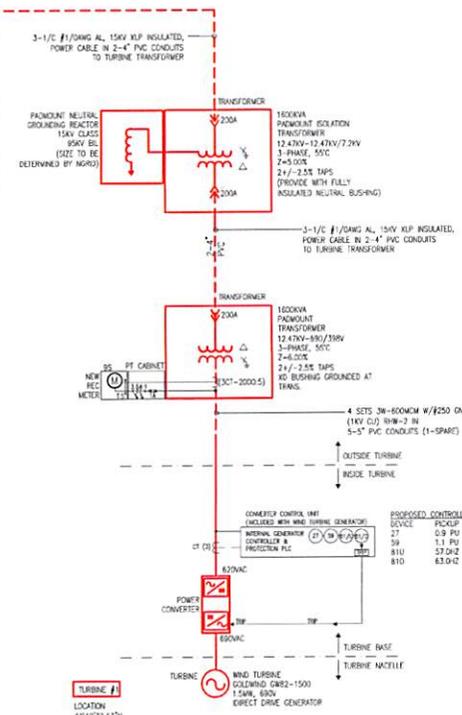
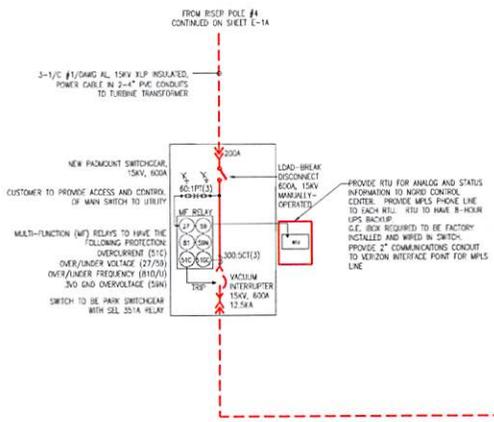
Appendix A to Cover Sheet

Diagram of Interconnection and Delivery Points

PROPOSED RELAY SETTINGS

DEVICE	PICKUP	TIME DELAY
27-1	50%	6.5 SEC
27-2	80%	1.0 SEC
28-1	110%	5.0 SEC
28-2	120%	8.5 SEC
810-1	27.0%	6.5 SEC
810-2	58.5%	150 SEC
810-1	60.5%	6.5 SEC
50N	14V	80 SEC
51C	75A	10-0.5 CURVE I4
51C	60A	10-0.5 CURVE I4

(SETTINGS INCLUDE 3 CYCLE ESTIMATE CONTACTOR OPENING TIME)



TURBINE #1
 LOCATION
 47°42'22.63"N
 77°42'26.97"W

TURBINE #1 IS FOR THE DC CONTACT

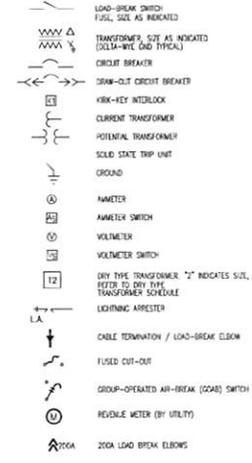
NEW WORK
 SHOWN IN RED

CONVENTRY SHALL PROVIDE ALL
 TURBINE TOWER OR
 ONE LINE BRACING UNLESS
 NOTED TO BE PROVIDED BY
 OTHER



DEVICE NO.	DESCRIPTION
27T	TIME UNDER VOLTAGE RELAY
27F	INSTANTANEOUS UNDER VOLTAGE RELAY
32F	FORWARD OVER POWER RELAY
32R	REVERSE POWER RELAY
48	NEGATIVE PHASE SEQUENCE OVERCURRENT RELAY
47	REVERSE PHASE VOLTAGE RELAY
50/21	INSTANTANEOUS / TIME OVERCURRENT RELAY
51N	GROUND OVERCURRENT RELAY
58	INSTANTANEOUS OVERVOLTAGE RELAY
59T	TIME OVERVOLTAGE RELAY
60	VOLTAGE SINKING RELAY
81/D	OVER FREQUENCY RELAY
81/S	UNDER FREQUENCY RELAY
59N	ZERO-SEQU. GROUND OVER-VOLTAGE RELAY (3Φ)

ONE LINE POWER DIAGRAM



No.	DATE	REVISIONS
1	01/03/2013	REVISED FOR NGRD APPLICATION
2	01/09/2012	ISSUED FOR REVIEW

PROJ. MANAGER	SCALE
CHIEF DESIGNER	HORIZ. NONE
REVIEWED BY	VERT.
DATE	DATUM
	HORIZ.
	VERT.
	GRAPHIC SCALE

POWER ENGINEERS, LLC
 31 Fox Den Road
 Kingston, RI 02864-2150
 (508) 612-0382
 www.PowerEngineersLLC.com

*Electrical Engineering, Power, Lighting,
 Technical Studies and Utility Consulting*

WIND ENERGY DEVELOPMENT, LLC
 CONVENTRY 2 X 1.5MW WIND TURBINES
 PROPOSED ONE-LINE DIAGRAM
 OFF OF PERRY HILL ROAD, CONVENTRY RHODE ISLAND

PROJ. No. 1840
 DATE: JAN 2012
E-1B
 SIZE: D | REV: 1

**POWER PURCHASE AGREEMENT
(TO BE USED ONLY FOR FACILITIES WITH A
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

BETWEEN

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID,
AS BUYER**

AND

THE SELLER IDENTIFIED HEREIN

**GENERAL TERMS AND CONDITIONS
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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In addition to terms defined in the Cover Sheet 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. There is an Index of Definitions at the end of this Agreement.

“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.

“Board” shall mean the Distributed Generation Standard Contract Board established pursuant to R.I.G.L. Section 39-26.2-9 and any successor thereto.

“Business Day” shall mean a day on which Federal Reserve member banks in New York, New York are open for business.

“Capacity” shall mean all capacity from the Facility as determined by ISO-NE’s Seasonal Claimed Capability rating (or successor or replacement rating used to measure capability) as defined in the ISO-NE Rules that is obligated to deliver and receive payments in the Forward Capacity Market (or its successor market) as set forth in the ISO-NE Rules; provided, however, that in the case of a Net Metered Facility, Capacity means only that portion of capacity from such Facility associated with the Excess Energy Output.

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

“Certificates” shall mean an electronic certificate created pursuant to the Operating Rules of the GIS or any successor thereto to represent the generation 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.

“Code” shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time or any successor law, and regulations issued pursuant thereto.

“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.

“Commercial Operation Date” shall mean the date on which the conditions set forth in Section 3.3(b) have been satisfied, as set out in a written notice from Seller to Buyer.

“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.

“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 Shortfall, an amount equal to (a) the positive net amount, if any, by which the Replacement Price exceeds the applicable Price that would have been paid pursuant to Section 5.1 and the Cover Sheet, multiplied by the quantity of that Delivery Shortfall, plus (b) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of Seller’s failure to deliver such Products in accordance with the terms of this Agreement. Buyer shall provide a statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

“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.

“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 rules of the Interconnecting Utility, (ii) RECs, to supply RECs in accordance with Section 4.7(e) and (iii) Capacity, delivery consistent with Section 4.8.

“Delivery Point” shall mean the Facility’s busbar on Seller’s side of the interconnection point with Buyer’s distribution system located within the Facility substation, the currently contemplated location of which is shown as the revenue meter location in Appendix A to the Cover Sheet hereto.

“Distributed Generation Facility” shall mean a Generation Unit that is a Newly Developed Renewable Energy Resource located in Buyer’s ISO-NE load zone, with a nameplate capacity no greater than five MW using eligible renewable energy resources as defined by R.I.G.L. § 39-26-5, including biogas created as a result of anaerobic digestion, but, specifically excluding all other listed eligible biomass fuels, and connected to the electric distribution system owned by Buyer.

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

“Energy” shall mean electric “energy,” as such term is defined in the ISO-NE Tariff, generated by the Facility as measured in kWh (unless otherwise noted) in Eastern Prevailing Time, less such Facility’s station service use, generator lead losses and transformer losses, which quantity for purposes of this Agreement will never be less than zero.

“Environmental Attributes” shall mean any and all generation attributes under the Renewable Energy Standard and/or 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 the favorable generation or environmental attributes of the Facility or the Products produced by the Facility, up to and including the Proposed Hourly Output, during the Services Term.

“Excess Energy Output” shall mean, in the case of a Net Metered Facility, that portion of the Energy generated by the Facility in any calendar month of the Services Term that is in excess of one hundred percent (100%) of the aggregate Energy consumption by the net metering customer(s) (as defined in R.I.G.L. § 39-26.2-2) for that Net Metered Facility during that calendar month.

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

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

“Financial Closing Date” shall mean the date of signing of the initial agreements for any Financing of the Facility.

“Financing” shall mean indebtedness, whether secured or unsecured, loans, guarantees, notes, equity, convertible debt, sale-leaseback or other tax-equity transactions, bond issuances, recapitalizations and all similar financing or refinancing.

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

“GIS” shall mean the New England Power Pool 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.

“Good Utility Practice” shall mean compliance with all applicable laws, codes, regulations, ISO-NE Rules, ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the electric industry in New England 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 industry in New England.

“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.

“Interconnecting Utility” shall mean the utility providing interconnection service for the Facility to the transmission or distribution system of that utility.

“Interconnection Agreement” shall mean an agreement between Seller and the Interconnecting Utility regarding the interconnection of the Facility to the transmission or distribution system of the Interconnecting Utility, as the case may be, as the same may be amended from time to time.

“Interconnection Point” shall have the meaning set forth in the Interconnection Agreement.

“Internal Bilateral Transaction” means the purchase or sale of electric energy or regulation obligations between two market participants internal to NEPOOL.

“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 and capacity and capacity testing in effect from time to time.

“ISO-NE Rules” shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, 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 from time to time.

“kW” shall mean a kilowatt.

“kWh” shall mean a kilowatt-hour.

“Large Distributed Generation Project” shall mean a Distributed Generation Facility that has a nameplate capacity that exceeds the size of a Small Distributed Generation Project but is no greater than 5 MW.

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

“Lender” shall mean any party providing Financing for the development, construction, and ownership of the Facility, or any refinancing of that Financing, and 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.

“Moody’s” shall mean Moody’s Investors Service, Inc., and any successor thereto.

“MW” shall mean a megawatt.

“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.

“NERC” shall mean the North American Electric Reliability Council and shall include any successor thereto.

“Net Metered Facility” shall mean a Distributed Generation Facility that participates in net metering (as defined in R.I.G.L. § 39-26.2-2) pursuant to R.I.G.L. Chapter 26.2.

“Network Upgrades” shall mean any upgrades to the Pool Transmission Facilities and the Transmission Provider’s transmission and distribution systems, including any System Modifications under the Interconnection Agreement, necessary for Delivery of the Energy to the Delivery Point, including those that are necessary for the Facility’s Capacity to be recognized as a Capacity Resource pursuant to the ISO-NE Rules.

“Newly Developed Renewable Energy Resource” shall have the meaning given to that term in R.I.G.L. § 39-26.1-2(6).

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

“Non-Peak Months” shall mean the months of September, October, April and May.

“Notification Time” shall mean 1:00 p.m. Eastern Prevailing Time on a Business Day.

“Operational Limitations” of the Facility are the parameters set forth in the Cover Sheet hereto describing the physical limitations of the Facility.

“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.

“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.

“Posted Collateral” shall mean all amounts delivered to or received by Buyer as the Performance Guarantee Deposit. All Posted Collateral shall be in the form of Cash.

“Price” shall mean the purchase price(s) for Products referenced in Section 5.1 hereof and the Cover Sheet hereto.

“Products” shall mean Energy, Capacity, RECs and all other products or output associated with the Facility that have a positive value under the ISO-NE Rules or ISO-NE Practices; provided, however, that (i) if the Facility is a Net Metered Facility, only Energy, Capacity, RECs and such other products or output that are associated with the Excess Energy Output shall be deemed Products; provided, further that Energy, Capacity and RECs generated by the Facility in excess of the Proposed Hourly Output shall not be deemed Products, regardless of whether the Facility is a Net Metered Facility.

“Projected Annual Energy Output” shall mean the historic average of actual generation of the Facility or, for a Net Metered Facility, the Excess Energy Output of the Net Metered Facility since the Commercial Operation Date or, solely for the period up to and including the Contract Year immediately after the Contract Year in which the Commercial Operation Date occurred, the amount identified on the Cover Sheet hereto.

“PUC” shall mean the Rhode Island Public Utilities Commission and shall include its successors.

“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) “A2” 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 “A2” by Moody’s, if such entity is rated by either S&P or Moody’s but not both.

“Renewable Energy Certificates” or **“RECs”** shall mean all of the Certificates and any and all other Environmental Attributes associated with the Products or otherwise produced by the Facility which conform with the eligibility criteria set forth in the applicable Rhode Island regulations and are eligible to satisfy the Renewable Energy Standard, and shall represent title to and claim over all Environmental

Attributes associated with the specified MWh of generation from such Newly Developed Renewable Energy Resource.

“Renewable Energy Standard” shall mean the requirements established pursuant to R.I.G.L. § 39-26-1 et seq. and the regulations promulgated thereunder that requires all retail electricity sellers in Rhode Island (except Block Island Power Company and Pascoag Utility District) to provide a minimum percentage of electricity from eligible renewable energy resources, and such successor laws and regulations as may be in effect from time to time.

“Replacement Energy” shall mean Energy purchased by Buyer as replacement for any Delivery Shortfall.

“Replacement Price” shall mean the price at which Buyer, acting in a commercially reasonable manner, purchases Replacement Energy and Replacement RECs plus (i) transaction and other administrative costs reasonably incurred by Buyer in purchasing such Replacement Energy and Replacement RECs and (ii) additional transmission charges, if any, reasonably incurred by Buyer to transmit Replacement Energy to the Delivery Point; provided, however, that (a) in no event shall Buyer be required to utilize or change its utilization of its owned or controlled assets, contracts or market positions to minimize Seller’s liability, (b) Buyer shall have no obligation to purchase Replacement Energy and/or Replacement RECs, and (c) if Buyer does not purchase Replacement Energy and/or Replacement RECs, the market value of Energy and/or RECs at the time of the Delivery Shortfall (as reasonably determined by Buyer) will replace the price at which Buyer purchases Energy and/or Replacement RECs in the calculation of the Replacement Price.

“Replacement RECs” shall mean any generation or environmental attributes, including any Certificates or other certificates or credits related thereto reflecting generation by a Newly Developed Renewable Energy Resource that are purchased by Buyer as replacement for any Delivery Shortfall.

“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 4.4 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price multiplied by the quantity of that Rejected Purchase, plus (b) any applicable penalties assessed by ISO-NE or any other Person against Seller as a result of Buyer’s failure to accept such Products. Seller shall provide a written statement 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, plus transaction and other administrative costs reasonably incurred by Seller in re-selling such 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.

“RTO” shall mean ISO-NE and any successor organization or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to the 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 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.

“Seasonal Claimed Capacity” shall mean the maximum dependable load carrying ability of the Facility in the summer or winter, excluding capacity required for use by the Facility, as determined by ISO-NE pursuant to the ISO-NE Rules.

“Small Distributed Generation Project” shall mean a Distributed Generation Facility that has a nameplate capacity no larger than the following: solar, 500 kW; wind, 1.5 MW; and Distributed Generation Facilities other than solar or wind, 1.0 MW or such lesser amount as may be established from time to time pursuant to applicable Law.

“Transfer” shall mean, with respect to any Posted Collateral, and in accordance with the instructions of the Party entitled thereto, payment or transfer by wire transfer into one or more bank accounts specified by the Party to whom such Cash is being delivered.

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

“Unit Contingent” means that Seller is obligated to deliver Products only to the extent that the Facility operates and generates Products.

2. EFFECTIVE DATE; CONDITIONS; TERM

2.1 **Term.** 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.

2.2 Services Term. 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 fifteen (15) years from the Commercial Operation Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

3. FACILITY DEVELOPMENT AND OPERATION

3.1 Critical Milestones.

(a) Commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones ("Critical Milestones") on or before the date set forth in this Section 3.1(a):

(i) receipt of all Permits necessary to construct the Facility, as set forth on the Cover Sheet hereto, in final form, by the date that is sixteen (16) months after the Effective Date;

(ii) acquisition of all required real property and other site control rights necessary for construction and operation of the Facility, for interconnection of the Facility to the Interconnecting Utility, for construction of the Network Upgrades (to the extent it is Seller's responsibility to do so) and for performance of Seller's obligations under this Agreement, by the date that is sixteen (16) months after the Effective Date;

(iii) issuance of a full notice to proceed by Seller to its general construction contractor and commencement of construction of the Facility by the date that is sixteen (16) months after the Effective Date;

(iv) achievement of an hourly Energy generation rate or, in the case of a Net Metered Facility, hourly Excess Energy Output, that is equivalent to the Proposed Hourly Output for at least four complete hours (which do not need to be four consecutive hours), which amount shall be adjusted to the extent required to reflect a lack of availability of a motive energy (such as wind speed or insolation), and other factors, as proposed by Seller's engineer and accepted by Buyer in its reasonable discretion (the "Output Demonstration") within eighteen (18) months after the Effective Date; and

(v) achievement of the Commercial Operation Date by the date that is twenty (20) months after the Effective 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, which information will be acceptable to Buyer in its reasonable discretion.

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

(d) If the Facility does not achieve the Output Demonstration by the milestone date set out in Section 3.1(a)(iv), then (i) Buyer shall retain the full amount of the Performance Guarantee Deposit and (ii) this Agreement shall automatically terminate on such milestone date, and upon such termination neither Party will have any further liability to the other hereunder. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to a failure of the Facility to achieve the Output Demonstration 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 retention of the Performance Guarantee Deposit as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(e) If the Facility does not achieve the Commercial Operation Date by the Commercial Operation Date milestone set out in Section 3.1(a)(v), either Party may terminate this Agreement within sixty (60) days after such date by written notice to the other Party (which termination shall be effective upon delivery of such notice), and upon such termination neither Party will have any further liability to the other hereunder.

3.2 Construction. At 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 A, and shall provide supporting documents and detail regarding the same upon Buyer's request. 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

3.3 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. Energy, Capacity and RECs generated prior to the Commercial Operation Date shall not be deemed Products and shall not be Delivered and sold to, or purchased by Buyer.

(b) The Commercial Operation Date shall occur on the date on which the Facility is 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 and ISO-NE Practices for the delivery of the Products to Seller have been satisfied, and all

performance testing for the Facility has been successfully completed, provided Seller has also satisfied, and continues to satisfy, 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 Interconnecting Utility in accordance with the Interconnection Agreement;

(ii) 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 (including any Network Upgrades) 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 the Cover Sheet hereto;

(iii) Seller has (i) qualified the Facility as an "eligible renewable energy resource" pursuant to Section 5.0 of the Code of Rhode Island Rules 90-060-015 and (ii) otherwise satisfied the requirements for the Facility to be a Distributed Generation Facility;

(iv) Seller has established all ISO-NE-related accounts and entered into all ISO-NE-related agreements (including without limitation registration of the Facility as a "settlement only generator" in the ISO-NE Settlement Market System) 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;

(v) Seller has provided to Buyer I.3.9 confirmation from ISO-NE regarding approval of generation entry, has submitted the Asset Registration Form (as defined in ISO-NE Practices) for the Facility to ISO-NE and has taken such other actions as are necessary to effect the transfer of the Energy to Buyer in the ISO-NE Settlement Market System;

(vi) Seller has substantially completed the Facility and has successfully completed all pre-operational testing and commissioning for the Facility in accordance with manufacturer guidelines;

(vii) Seller has satisfied and continues to satisfy all Critical Milestones that precede the Commercial Operation Date in Section 3.1;

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

(ix) Seller has obtained any and all necessary authorizations from FERC to sell Energy from the Facility and shall be in compliance with such authorization; and

(x) the Facility, as constructed to date, is under the sole control of Seller (including without limitation with respect to the operation, maintenance and management of the Facility) and is either owned or leased by Seller, and Seller is a party to all material contracts relating to the construction, operation, management and maintenance of the Facility.

3.4 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, any Transmission Provider, the Interconnecting Utility, NERC and/or any regional reliability entity, 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.

(b) Outages. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to schedule all Generator Maintenance Outages during Non-Peak Months, and shall schedule all Generator Planned Outages (as defined in the ISO-NE Rules) during Non-Peak Months. Seller shall provide Buyer with a schedule setting forth all Generator Planned Outages for the next twelve (12) months no later than January 15th of each calendar year of the Services Term, and shall provide Buyer with notice of any Generator Maintenance Outage within twenty-four (24) hours after Seller schedules such Generator Maintenance Outage.

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

(d) ISO-NE Status. Seller shall, at all times during the 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 to the extent required under this Agreement.

(e) Forecasts. Commencing at least thirty (30) days prior to the Commercial Operation Date and continuing throughout the Services Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Utility Practice.

(f) Eligible Renewable Energy Resource. Seller shall be solely responsible for certifying the Facility with the PUC as a renewable energy resource

pursuant to Section 6.0 of the Code of Rhode Island Rules 90-060-015 (as amended from time to time) and maintaining such certification throughout the Services Term; provided, however, that if the Facility ceases to qualify as a renewable energy resource solely as a result of a change in Law, Seller shall only be required to use commercially reasonable efforts to maintain such certification after that change in Law.

(g) Compliance Reporting. If Buyer is subject to any certification or compliance reporting requirement with respect to the Products delivered to Buyer hereunder, then 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.

(h) 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.

(i) 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. Seller shall indemnify Buyer against any and all claims arising out of or related to environmental matters relating to the Facility or the Facility site and against any costs imposed on Buyer as a result of Seller's violation of any applicable Law, or ISO-NE or NERC requirements.

(j) FERC Status. Seller shall maintain the Facility's status as a QF or EWG at all times after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output, including Energy and Capacity, of the Facility or an exemption from the requirement that it have such authority.

3.5 Interconnection and Delivery Services.

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 any applicable Governmental Entity and the Interconnecting Utility; provided, however, that the PUC may reduce the portion of the Network Upgrade costs to be paid by Seller, so long as the PUC expressly directs that any such Network Upgrade costs not paid by Seller shall be recovered by Buyer in its retail rates in the calendar year following the year in which such Network Upgrade costs are incurred.

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, the Products produced by the Facility and capable of being Delivered, up to and including the Proposed Hourly Output, in accordance with the terms and conditions of this Agreement. The aforementioned obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same is Unit Contingent and shall be subject to the operation of the Facility.

(b) Buyer shall not be obligated to purchase or accept any Products to the extent that such Products (i) exceed the Proposed Hourly Output in any hour or (ii) are Energy, or RECs associated with Energy, that is produced using any fuel or energy source other than one that qualifies the Facility as a Distributed Generation Facility.

(c) Seller shall Deliver the Products produced by the Facility, up to and including the Proposed Hourly Output, 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.

4.2 Scheduling and Delivery of Energy.

(a) During the Services Term, Seller shall Schedule Deliveries of Energy hereunder with ISO-NE within the defined Operational Limitations of the Facility and in accordance with this Agreement, all ISO-NE Practices and ISO-NE Rules, as applicable. Buyer shall have no obligation to pay for any Energy not transferred to Buyer in the Real Time Energy Market 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 or distribution system). Delivery of the Energy is contemplated to occur within the ISO-NE Settlement Market System through Seller's registration of the Facility as a generation asset and assignment of the Energy to Buyer in such ISO-NE Settlement Market System. Buyer may, in its sole discretion, direct Seller to deliver Energy through any other appropriate ISO-NE market mechanism.

(b) Penalties or similar charges assessed by a Transmission Provider and caused by noncompliance 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 shall at all times during the Services Term be designated as the “Lead Market Participant” (or any successor designation) for the Facility and shall be solely responsible for any obligations and liabilities, including all charges, penalties and financial assurance obligations, imposed by ISO-NE or under the ISO-NE Rules and ISO-NE Practices with respect to the Facility, other than as set forth in Section 4.8.

4.3 Failure of Seller to Deliver Products.

In the event that Seller fails to satisfy any of its obligations to Deliver any of the Products hereunder in accordance with Section 4.1 and Section 4.2, and such failure is not excused under the express terms of this Agreement (a “Delivery Shortfall”), Seller shall pay Buyer an amount for such Delivery Shortfall 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 Shortfall 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.

4.4 Failure by Buyer to Accept Delivery of Products. If Buyer fails to accept or pay for all or part of any of the Products to be purchased by Buyer hereunder and such failure to accept is not 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 Energy shall be Delivered hereunder by Seller to Buyer at the Delivery Point. Seller shall be responsible for the costs of delivering its Energy to the Delivery Point consistent with all standards and requirements set forth by the FERC, ISO-NE, the Interconnecting Utility and any other applicable Governmental Entity and any applicable tariff.

(b) Seller shall be responsible for all applicable charges associated with transmission and/or distribution interconnection, service and delivery charges, including all related ISO-NE administrative fees and other

FERC-approved charges in connection with the Delivery of Energy to and at the Delivery Point.

(c) Buyer shall be responsible for all losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE, Interconnecting Utility or applicable system costs or charges associated with transmission incurred, in each case, in connection with the transmission of Energy delivered under this Agreement from and 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, the GIS Operating Rules and any applicable requirements and standards issued by NERC, the Interconnecting Utility, and ISO-NE; provided that each Meter shall be tested at Seller’s expense once each Contract Year. The Meters shall be used for the registration, recording and transmission of information regarding the Energy output of the Facility. 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 (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Energy 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, 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 Energy produced by the Facility shall be adjusted as far back as can reasonably be ascertained, but no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, in accordance with the filed tariff of the Interconnecting Utility, 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 Energy to the Delivery Point. Seller shall make recorded meter data available monthly to Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test 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 Energy 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 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.

(g) Net Metering. In the case of a Net Metered Facility, Seller shall have responsibility for the installation of any metering facilities necessary to meet the requirements for metering of the aggregate Energy consumption by the net metering customer(s) (as defined in R.I.G.L. § 39-26.2-2) for that Net Metered Facility.

4.7 RECs.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to the Facility's Environmental Attributes, including the RECs, associated with the Facility's Energy Delivered during the Term in accordance with the terms of this Section 4.7.

(b) All Energy provided by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility pursuant to the Renewable Energy Standard; provided, however, that if the Facility ceases to qualify as a Newly Developed Renewable Energy Resource solely as a result of a change in Law, Seller shall only be required to use commercially reasonable efforts to ensure that all Energy provided by Seller to Buyer from the Facility under this Agreement meets the requirements for eligibility pursuant to the Renewable Energy Standard after that change in Law.

(c) At Buyer's request and at Seller's sole cost, Seller shall seek qualification under the renewable portfolio standard or similar law of New York and/or one or more New England states (in addition to Rhode Island) and/or any federal renewable energy standard. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maintain such qualification at all times during the Services Term, or until Buyer indicates such qualification is no longer necessary.

Seller shall also submit any information required by any state or federal agency (including without limitation the PUC) with regard to administration of its rules regarding Environmental Attributes or its renewable energy standard or renewable portfolio standard to Buyer or as directed by Buyer.

(d) Seller shall comply with all GIS Operating Rules relating to the metering of Energy, 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 such RECs. In addition, at Buyer's request, Seller shall 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) Buyer may, solely at its discretion, offer to provide data from the Meters to the GIS if the PUC authorizes Buyer to do so. Seller may, solely at its discretion, accept such offer, and if Seller selects such offer, Seller shall reimburse Buyer for all costs it incurs in providing such data to the GIS. Buyer shall have no liability or responsibility for any data provided to the GIS under this Section 4.7(e).

(f) Prior to the delivery of any 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 transfer of the Certificates to be Delivered hereunder to Buyer in the GIS. In the event any Certificates associated with the RECs to be delivered to Buyer under this Agreement are not actually deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing) on the date such Certificates are created in the GIS, Buyer shall notify Seller accordingly in writing and Seller shall, within ten (10) Business Days of receipt of such notice, credit Buyer with the value of the RECs associated with those Certificates, calculated in accordance with Section 2 of Exhibit B. Notwithstanding the foregoing or any other provision of this Agreement (including without limitation Exhibit B) to the contrary, Buyer shall withhold from any payment due to Seller under Section 5.2 after either (x) the date that is seven (7) months prior to the end of the Services Term or (y) the date on which Buyer has exercised a right to terminate this Agreement prior to the expiration of the Services Term an amount equal to the value of the RECs (calculated in accordance with Section 2 of Exhibit B) that would otherwise be included in that payment, and such withheld amount shall be paid to Seller within fifteen (15) days after the Certificates associated with those RECs have been deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing).

(g) In the case of a Net Metered Facility, Seller shall be responsible for assuring that Buyer's NEPOOL GIS Account accurately reflects any adjustments for Energy delivered to the Interconnection Point, but utilized for net metering credits in the monthly settlement for the net metering customer(s) (as defined in R.I.G.L. § 39-26.2-2) for that Net Metered Facility. Buyer will use commercially reasonable efforts to cooperate with Seller to effect such adjustments.

4.8 Capacity.

(a) If the Facility is a Large Distributed Generation Facility, Buyer will be the "Project Sponsor" for the Facility under the ISO-NE Rules, and Buyer may, but shall not be required to, qualify the Facility as an Existing Capacity Resource in the Forward Capacity Market after the Commercial Operation Date and participate in every Capacity Commitment Period in the Forward Capacity Market with respect to the Facility. In such case, the following shall apply:

(i) Buyer shall communicate to Seller the general information that Buyer will require to qualify the Facility as an Existing Capacity Resource in the ISO-NE Forward Capacity Market in advance of the beginning of the relevant qualification period.

(ii) For the initial submission by Buyer with respect to the Facility, Buyer will provide Seller with the data requirements for qualifying the Facility as an Existing Capacity Resource in the Forward Capacity Market, and Seller shall provide such requested data within five (5) Business Days of that request. Seller will provide any data subsequently requested by Buyer within two (2) Business Day of that subsequent request by Buyer.

(iii) Without limiting the generality of the foregoing, Seller shall take commercially reasonable actions (including providing Buyer with reasonably requested data and information) necessary in order for Buyer (i) to qualify the Facility in the Forward Capacity Market, (ii) to clear the Facility in each Forward Capacity Auction after the Commercial Operation Date with the maximum Seasonal Claimed Capability available for the Facility, (iii) to secure a Capacity Supply Obligation for the Facility in each Forward Capacity Auction after the Commercial Operation Date and (iv) to avoid the Facility being de-listed from the Forward Capacity Market, consistent with this Section 4.8.

(b) If the Facility is a Small Distributed Generation Facility, Buyer may, in its sole discretion and after consultation with the Rhode Island Division of Public Utilities and Carriers and the Board, elect to require Seller to comply with the requirements of Section 4.8(a) with respect to the Facility.

(c) To the extent that any payment is made with respect to the Facility in the ISO-NE Forward Capacity Market, such payment shall be due solely to Buyer, and Seller shall have no rights or claims with respect to such payment.

(d) Any failure of Seller to perform its obligations under this Section 4.8 shall not be a Default or Event of Default; provided that the Bundled Price paid by Buyer for the Products shall at all times while such failure is continuing be reduced by the product of the Forward Capacity Market clearing price in dollars per kW-month times the following conversion factor:

$$\frac{(12 \text{ months/year}) \times (1000\text{kW/MW})}{8760 \text{ hours/year}}$$

which reduction shall be reasonably calculated by Buyer. Such reduction shall be in effect beginning with the first capability period following Seller's failure to perform its obligations under the Section 4.8 and shall continue until the beginning of the capability period immediately following Seller's compliance with this Section 4.8.

4.9 Deliveries During Test Period. During the period from the first Delivery of Energy produced by the Facility to the Delivery Point until the Commercial Operation Date (the "Test Period"), Seller shall sell and Deliver, and Buyer shall purchase and receive, any Energy produced by the Facility and Delivered. Completion of all requirements in Section 3.3(b) necessary to accomplish Delivery shall be complete. Notwithstanding the provisions of Section 5.1, payment for Energy produced and Delivered during the Test Period shall be equal to the product of (x) the MWh of Energy Delivered from the Facility to the Delivery Point and (y) the Real Time Locational Marginal Price at such Delivery Point (as determined by ISO-NE) for each hour of the month when Energy is produced by the Facility. The Test Period shall not exceed two months.

5. **PRICE AND PAYMENTS FOR PRODUCTS**

5.1 Price for Products.

(a) All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified on the Cover Sheet hereto and in accordance with this Section 5.1.

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all 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, and based on the Energy Delivered 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 reasonably request. Should an alternative to rendering an invoice become available, such alternative meeting all of Buyer's business requirements, this alternative may be implemented at Buyer's sole discretion.

(b) Timeliness of Payment. Unless otherwise agreed to by the Parties, all invoices under this Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or the tenth (10th) day after receipt of the invoice, or if such day is not a Business Day, then on the next 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. 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 any 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 Section 5.2.

(ii) A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement, or adjust any invoice for any arithmetic or computational error within twenty-four (24) months of the date the invoice, or adjustment to an invoice, was rendered. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment along with all available supporting documentation. Upon resolution of the dispute, any required payment or refund shall be made with the next monthly invoice following such resolution.

(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.

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 Collateral Interest Rate plus one percent (1%), 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. 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"), unless Buyer collects such taxes, fees and levies upon resale of the Products (as, for example, with a value added tax). 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 (other than ad valorem, franchise or income taxes which are related to the sale of the Products by Seller and are, therefore, the responsibility of Seller) ("Buyer's Taxes").

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 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 Performance Guarantee Deposit. On the Effective Date, Seller shall post a Cash deposit in the amount of fifteen dollars (\$15.00) for a Small Distributed Generation Project 2 or twenty-five dollars (\$25.00) for a Large Distributed Generation Project multiplied by the Projected Annual Energy Output (measured in MWh) for the first Contract Year ("Performance Guarantee Deposit"); provided that in no event will the Performance Guarantee Deposit be less than five hundred dollars (\$500) or more than seventy-five thousand dollars (\$75,000). Buyer shall return a portion of the Performance Guarantee Deposit quarterly during the first Contract Year *pro rata* based on the actual Energy Delivered to Buyer during such quarter compared to the total Projected Annual Energy Output for the first Contract Year. Any Performance Guarantee Deposit remaining at the conclusion of the first Contract Year shall be forfeited to Buyer. Each Party agrees and acknowledges that (i) the damages that the Parties would incur due to a failure of the Facility to achieve the Projected Annual Energy Output in the first Contract Year 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 retention of all or a portion of the Performance Guarantee Deposit as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

6.3 Administration of Posted Collateral.

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

(a) 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 6.3(a) shall not apply with respect to Buyer and Cash shall be held in a Qualified Institution in accordance with the provisions of Section 6.3(c). 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 6.3(c). Except as set forth in Section 6.3(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.

(b) 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.

(c) If neither Buyer nor the Custodian is eligible to hold Cash pursuant to Section 6.3(a) then 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.

(d) 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 8.3(b) of this Agreement, Buyer may exercise one or more of the following rights and remedies, in addition to any rights and remedies under Section 8.3: (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. Seller shall remain liable for amounts due and owing to Buyer that remain unpaid after the application of Posted Collateral, pursuant to this Section 6.3.

(e) Seller's Rights and Remedies.

If at any time a termination date has occurred or been designated as the result of an Event of Default with respect to Buyer, in addition to any rights and remedies under Section 8.3, (i) Buyer will be obligated immediately to return all Posted Collateral provided by Seller, including any accrued interest to Seller, or (ii) to the extent that Posted Collateral provided by Seller, including any accrued interest is not returned pursuant to (i) above, Seller may set-off any amounts payable by Seller with respect to any Obligations against any Posted Collateral or to the extent that Seller does not set off such amounts, withhold payment of any remaining amounts payable by Seller with respect to any obligations of Buyer, up to the value of the remaining Posted Collateral.

6.4 Additional Rights Regarding Posted Collateral

(a) Further Assurances. Promptly following a request by Buyer, Seller 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 security interest or lien, to enable Buyer to exercise or enforce its rights or remedies under this Agreement, or to effect or document a release of a security interest on Posted Collateral or accrued interest.

(b) Further Protection. Seller will promptly give notice to Buyer of, and defend against, any suit, action, proceeding, or lien 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 of the Effective Date 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 Rhode Island. 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) 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 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. 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 relate in any manner to this Agreement or any transaction contemplated hereby, or which Buyer reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Buyer's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. 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) 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.

(g) No Default. 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 of the Effective Date as follows:

(a) Organization and Good Standing; Power and Authority. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Subject to the receipt of the Permits listed in on the Cover Sheet hereto, 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 (including without limitation the State of Rhode Island); and (iii) holds, or shall hold by the Commercial Operation Date, all rights and entitlements necessary to construct, own or lease (as applicable) and operate the Facility and to deliver the Products to 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 the Cover Sheet, 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.

(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 Seller and receipt of the Permits listed on the Cover Sheet hereto, 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 the Cover Sheet hereto, 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 relate in any manner to this Agreement or any transaction contemplated hereby, or which Seller reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. Subject to the receipt of the Permits listed on the Cover Sheet hereto on or prior to the date such Permits 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. To Seller's knowledge, Seller shall be able to receive the Permits listed on the Cover Sheet hereto in due course and as required under applicable Law to the extent that those Permits have not previously been received.

(g) Newly Developed Renewable Energy Resource. Subject to Section 4.7(b), the Facility shall be a Distributed Generation Facility, qualified by the PUC as a Newly Developed Renewable Energy Resource eligible to participate in the Renewable Energy Standard program under R.I.G.L. § 39-26-1 et seq.

(h) Title to Facility and Products. Seller has and shall throughout the Term have good and marketable title to the Facility and all Products sold and delivered to Buyer under this Agreement, and all Products sold and delivered to Buyer under this Agreement shall be free and clear of all liens, charges and encumbrances. 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) 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.

(j) No Default. 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.

(k) Useful Life. As of the Effective Date, the projected useful life of the Facility is at least twenty-one (21) years.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Section 7 are made as of the Effective Date and deemed made continually throughout the Term.

8. BREACHES; REMEDIES

8.1 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 material breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement, and such breach continues for more than thirty (30) days after the Non-Defaulting Party has provided written notice to the Defaulting Party that any material representation or warranty set forth herein is false, misleading or erroneous in any material respect without the breach having been cured; 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 thirty (30) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than a Delivery Shortfall (the sole remedy for which shall be the payment of Cover Damages under Section 4.3), a Rejected Purchase (the sole remedy for which shall be the payment of Resale Damages under Section 4.4), a failure by Seller to perform its obligations under Section 4.8 (which is

addressed in Section 4.8(d)), or an Event of Default described in Section 8.1(a), 8.1(b), 8.1(d), 8.1(e) or 8.2, 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; 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 in full force and effect any Permit necessary for such Party to perform its obligations under this Agreement and such failure continues for more than sixty (60) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party.

8.2 Events of Default by Seller. In addition to the Events of Default described in Section 8.1, it 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 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 Satisfy ISO-NE 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 any other material obligation with respect to ISO-NE, to the extent required under this Agreement; or

(c) Failure to Meet Critical Milestones. The failure of Seller to satisfy any Critical Milestone, other than with respect to the Output Demonstration under Section 3.1(a)(iv), and such failure continues for more than thirty (30) days after Buyer has given notice thereof to Seller.

8.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence 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 or, to the extent not inconsistent with the terms of this Agreement, at law, including, without limitation, the termination right set forth in Section 8.3(b).

(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. If Buyer terminates this Agreement because of an Event of Default by Seller that occurs after the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the amount, if positive, calculated according to the following formula:

$$\frac{\sum(RV - CV) + P}{N}$$

where:

" \sum " is the summation over the remainder of the Services Term.

"RV" is the replacement value of the Products for the remainder of the Services Term, calculated with reference to the applicable Replacement Price and the Supply Forecast, using a discount factor of eight percent (8.0%).

"CV" is the contract value of the Products for the remainder of the Services Term calculated with reference to the applicable Price and the Supply Forecast, using a discount factor of eight percent (8.0%) (the "Contract Value").

"P" is the amount of any applicable penalties and costs incurred by Buyer in replacing the Products not Delivered to Buyer as a result of the termination of this 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 8.3(b)(i). Any Termination Payment required from Seller under this

Section 8.3(b)(i) shall be in addition to any Performance Guarantee Deposit forfeited to Buyer under Section 6.2.

(ii) *Termination by Seller*

Prior to Financial Closing Date. 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 all of Seller's out-of-pocket expenses incurred in connection with the development and construction of the Facility prior to such termination.

(iii) *Termination by Seller*

On or After Financial Closing Date. 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 equal to the amount, if positive, calculated according to the following formula:

$$\sum \frac{(CV - MV) + P}{N}$$

where:

" \sum " is the summation over the remainder of the Services Term.

"CV" is the Contract Value.

"MV" is the market value of the Products for the remaining Services Term as determined with reference to the applicable Resale Price and the Supply Forecast, using a discount factor of eight percent (8.0%).

"P" is the amount of any applicable penalties and costs incurred by Seller in selling the Products not accepted and paid for by Buyer as a result of the termination of this 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 8.3(b)(iii).

(iv) *Supply Forecast.*

For purposes of determining the Termination Payment pursuant to Section 8.3(b)(i) and 8.3(b)(iii) above, the quantity of Products to be delivered shall be based upon the then-current Projected Annual Energy Output (the "Supply Forecast").

(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 the notice thereof is effective.

(vii) *Reinstatement of*

Agreement. In the event that Buyer terminates this Agreement prior to the Commercial Operation Date and Seller thereafter achieves the Commercial Operation Date within one (1) year after such termination, Buyer may elect to reinstate this Agreement in accordance with its terms by providing Seller with at least six (6) months' prior written notice of such reinstatement. Upon such reinstatement, Buyer shall return to Seller any Termination Payment made by Seller, together with interest accruing at the Late Payment Rate, on or prior to the date selected for reinstatement of this Agreement.

(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 and Cure Rights of

Lender. Buyer shall provide a copy of any notice given to Seller under this Article 8 to one representative of the Financing providing loans to or for the benefit of Seller and one representative of the Financing providing equity to or for the benefit of Seller, of which Buyer shall have written notice. Buyer shall permit a Lender to Seller to cure an Event of Default by Seller under this Agreement within any cure periods provided to Seller for such Event of Default and subject to all rights and remedies of Buyer with respect to such Event of Default.

(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, EACH PARTY'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, EACH PARTY'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.

9. FORCE MAJEURE

9.1 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 (w) any occurrence or event that merely 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, 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.

(b) 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. The Party whose performance is affected shall also give prompt notice of the termination of the Force Majeure and shall resume performance of its obligations under this Agreement upon such termination. 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 the 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.

(d) Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Energy 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 in Section 9.1(a) has occurred.

10. 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**”), the Parties shall attempt in the first instance to resolve such Dispute through consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days after notice of the Dispute has been delivered to either Party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within fifteen (15) days after such referral to the senior management of the Parties, then the Parties may seek to resolve such Dispute in the courts of the State of Rhode Island. The Parties agree to the exclusive jurisdiction of the state and federal courts located in the State of Rhode Island for any legal proceedings that may be brought by a Party arising out of or in connection with this Agreement. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE.

11. ASSIGNMENT AND CHANGE OF CONTROL

11.1 Prohibition on Assignments. Except as permitted under this Article 11, this Agreement may not

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 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 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.

11.2 Assignor Remains Liable. Unless specifically agreed in writing, any assignment by a Party as contemplated by this Section 11 shall not be construed to relieve the assignor of any of its obligations under this Agreement, nor shall any such assignment be deemed to modify or otherwise affect any of the rights of the non-assigning Party hereunder.

11.3 Permitted Assignment by Seller. Seller may (i) assign this Agreement without consent of Buyer to an Affiliate of Seller or a purchaser of all or substantially all of the Seller's assets used in connection with performing this Agreement, upon a showing of the proposed assignee's technical and financial capability to fulfill the requirements of Seller under this Agreement, as determined by Buyer in its reasonable discretion, or (ii) transfer, pledge, encumber or assign the Facility, this Agreement or the accounts, revenues or proceeds under the Agreement as security for the project financing associated with the Facility.

11.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with (i) any merger or consolidation of Buyer with or into another Person; (ii) 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 (iii) 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; provided that (A) the proposed assignee agrees in writing to assume all of Buyer's obligations under this Agreement and (B) the proposed assignee delivers to Seller a legal opinion as to due power and authority, due authorization, enforceability and regulatory approvals, or (b) to a Person whose credit rating as established by S&P or Moody's is equal or better than BBB- from S&P or Baa3 from Moody's after giving effect to the proposed assignment of this Agreement; provided that (i) the proposed assignee agrees in writing to assume all of Buyer's obligations

under this Agreement and (ii) the proposed assignee delivers to Seller a legal opinion as to due power and authority, due authorization, enforceability and regulatory approvals.

11.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 11 shall be null and void.

12. TITLE; RISK OF LOSS

Title to and risk of loss related to the Energy shall transfer from Seller to Buyer at the Delivery Point. Title and risk of loss related to 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. Title to and risk of loss with respect to the Capacity shall transfer upon the transfer of title to and risk of loss related to Energy, subject to Section 4.8. Seller warrants that it shall deliver to Buyer the Products free and clear of all liens, claims, charges or encumbrances therein or thereto by any Person.

13. AUDIT

13.1 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. If requested, a Party shall provide to the other Party statements evidencing the quantities of Products delivered or provided hereunder. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall bear interest at the Late Payment Rate from the date the overpayment or underpayment was made until paid.

13.2 Consolidation of Financial Information. Generally accepted accounting principles and U.S. Securities and Exchange Commission rules may require Buyer to evaluate whether Buyer must consolidate Seller's financial information on Buyer's financial statements. Buyer shall require access to financial records and personnel to determine if consolidated financial reporting is required. If Buyer determines at any time that such consolidation is required, Buyer shall require the following from Seller within fifteen (15) days after the end of every calendar quarter for the Term of this Agreement:

- (a) complete financial statements and notes to financial statements for such quarter;
- (b) financial schedules underlying such financial statements; and

(c) access to records and personnel to enable Buyer's independent auditor to conduct financial audits (in accordance with generally accepted auditing standards) and internal control audits (in accordance with Section 404 of the Sarbanes-Oxley Act of 2002). Any information provided to Buyer under this Section 13.2 shall be treated as confidential except that such information may be disclosed for financial statement purposes.

14. 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); (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); 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: Corinne M. Abrams
National Grid
100 E. Old Country Road
Hicksville, NY 11801-4218
Fax: (516) 545-3130
Email:
Corinne.Abrams@us.ngrid.com

With a copy to: Brooke E. Skulley, Esq.
National Grid
40 Sylvan Road
Waltham, MA 02451-1120
Fax: (781) 907-5701
Email: Brooke.Skulley@us.ngrid.com

If to Seller: at the address provided on the Cover Sheet hereto

15. 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 approval of or filing with the PUC or another Governmental Entity, and if

Buyer determines that such approval or filing is required for any amendment or waiver of the provisions of this Agreement, then such amendment or waiver shall not become effective unless and until such approval is obtained or such filing is made.

16. INTERPRETATION

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

16.2 Headings. Article and section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections, cover sheets, appendices and exhibits are, unless the context otherwise requires, references to articles, sections, cover sheets, appendices 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.

16.3 Forward Contract; Commodities Exchange Act. 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. Each Party represents and warrants, solely as to itself, that it is (i) a "forward merchant" within the meaning of the United States Bankruptcy Code and (ii) an "eligible commercial entity" and an "eligible contract participant" within the meaning of the United States Commodities Exchange Act.

16.4 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 Bundled Price.

17. 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.

18. 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.

19. 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.

20. 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.

21. ENTIRE AGREEMENT

This Agreement, including the Cover Sheet, the Appendix to the Cover Sheet, the Standard Terms and Conditions and the Exhibits to the Standard Terms and Conditions, shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications.

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EXHIBIT A
FORM OF PROGRESS REPORT

For the Quarter Ending: _____

Status of construction and significant construction milestones achieved during the quarter:

Status of permitting and significant Permits obtained during the quarter:

Status of Financing for Facility:

Events during quarter expected to result in delays in Commercial Operation Date:

Critical Milestones not yet achieved and projected date for achievement:

Current projection for Commercial Operation Date:

EXHIBIT B

PRODUCTS AND PRICING

1. Payment. Buyer shall, in accordance with the terms of the Agreement and this Exhibit B, with respect to any month after the Commercial Operation Date, pay to Seller, in immediately available funds, for each MWh of Products Delivered by Seller during such month, the Bundled Price per MWh set forth on the Cover Page hereto.
2. Allocation of MWh Price. The Bundled Price per MWh for each billing period shall be allocated between Energy and RECs as follows:

- RECs = The RECs futures settlement price as published by the Chicago Climate Futures Exchange for the applicable billing period (the "CCFE Index Price"). In the event that the CCFE Index Price is no longer published, the Parties shall in good faith undertake commercially reasonable efforts to agree on a substitute index that reflects the market value of the RECs. Should such a substitute index not be available or if the Parties are unable to agree upon such a substitute index, the RECs will be valued at the "Alternative Compliance Payment Rate" for the Renewable Energy Standard published by the PUC for the applicable billing period.
- Energy = The \$/MWh price of Energy for the applicable month shall be equal to the Bundled Price per MWh less the RECs allocation determined under this Section 2 for the applicable billing period.

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Exhibit E – Impact Study or ISRDG Agreement

This Agreement, dated April 28, 2014, is entered into by and between Wind Energy Development, LLC (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting an Impact Study relative to the Standard Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Impact Study pertains to Application Number RI-15640455 (the Interconnecting Customer’s application ID number).

1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer’s application.
2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
3. Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Impact Study without the Interconnecting Customer’s consent to have the other studies conducted.
4. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within $\pm 25\%$) and a Detailed Study Agreement and its estimated cost.
5. Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer’s proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer’s risk.
6. The Impact Study fee of \$10,000.00 (except as noted below) is due in full prior to the execution of the Impact Study. For a Renewable Interconnecting Customer the ISRDG Study fee is as per Table 2 in Section 3.5 of the interconnection tariff.
7. **Final Accounting.** Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer’s cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer’s previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer’s cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer’s previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that

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Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

8. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 11 below.
9. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
10. Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its 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 for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer. Moreover, with respect to an ISRDC provided to a Renewable Interconnecting Customer, the Company may not be held liable or responsible if the actual costs exceed the estimate as long as the estimate was provided in good faith and the interconnection was implemented prudently the Company.

11. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
12. This agreement shall be construed and governed in accordance with the laws of the State of Rhode Island and the Providence Plantations.
13. All amendments to this Agreement shall be in written form executed by both Parties.
14. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
15. This Agreement will remain in effect for a period of up to two years from its effective date.
16. This Agreement may be terminated under the following conditions.
 - a) The Parties agree in writing to terminate the Agreement.
 - b) The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.
 - c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff.

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Interconnecting Customer:

Narragansett Electric Company d/b/a National Grid:

Name: mark Depasquale

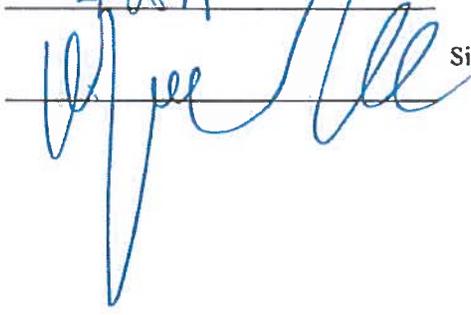
Name: Sean Mongan

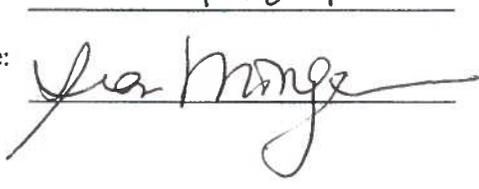
Title: managing member

Title: Vice Pres

Date: 4-28-14

Date: 4-28-14

Signature: 

Signature: 

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Generating Facility Expedited/Standard Process Interconnection Application

Contact Information

Date Prepared: 8/22/2012 _____

Legal Name and address of Interconnecting Customer (or, Company name, if appropriate)

Customer or Company Name: Wind Energy Development, LLC _____

Contact: Mark DePasquale _____

Mailing Address: 1130 Ten Rod Road, Suite E102 _____

City: North Kingstown _____ State: RI _____ Zip Code: 02852 _____

Telephone (Primary): 401-295-4998 x204 _____ Telephone (Secondary): 401-580-2060 _____

Fax: 401-295-4944 _____ E-Mail (s): md@wedenergy.com _____

Alternative Contact Information (e.g. system installation contractor or coordinating company)

Name: David Colombo, Power Engineers LLC _____

Mailing Address: 37 Fox Den Road _____

City: Kingston _____ State: MA _____ Zip Code: 02364 _____

Telephone (Primary): 508-612-0382 _____ Telephone (Secondary): _____

Fax: 781-936-8641 _____ E-Mail (s): Dave@PowerEngineersLLC.com _____

Ownership (include % ownership by any electric utility): Wind Energy Development, LLC

Generating Facility Information

Address of Facility (if different from above): Flat River Road, WED Coventry 3 41d41.73877'N,
71d43.25718'W _____

City: Coventry _____ State: RI _____ Zip Code: 02816 _____

Electric Service Company: National Grid _____ Account Number: new 44354-35004 _____ Meter Number: new _____

Work Request Number (For Upgrades or New Service): 15640012 _____

Type of Generating Unit: Synchronous Induction Inverter

Manufacturer: Goldwind _____ Model: GW82-1500 _____

Nameplate Rating: 1500_ (kW) 0_ (kVAr) 690_ (Volts) Single or Three Phase

Prime Mover: Fuel Cell Recip Engine Turbine Photo Voltaic Other Specify: _____

Energy Source: Solar Wind Hydro Diesel Natural Gas Fuel Oil Other Specify: _____

For Solar PV provide system DCC-STC rating: _ (kW) Requesting Feasibility Study? Yes No

Need an air quality permit from RIDEM? Yes No Not Sure

If "yes", have you applied for it? Yes No IEEE1547.1(UL1741) Listed? Yes No

Generating system already exists on current account? Yes No

Planning to Export Power? Yes No A Cogeneration Facility? Yes No

Anticipated Export Power Purchaser: Town of Coventry via Net Metering

Export Form: Simultaneous Purchase/Sale Net Purchase/Sale Net Metering Other

Specify:

Est. Install Date: 12/2013 _____ Est. In-Service Date: 08/2014 _____ Agreement Needed By: 10/2013 _____

Application Process

The Narragansett Electric Company
Standards for Connecting Distributed Generation

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true:

Interconnecting Customer Signature: [Signature] Title: Narragansett member Date: 8-27-13
National Grid Signature: [Signature] Title: CSR Date: 09/10/13

The Narragansett Electric Company
 Standards for Connecting Distributed Generation

Generating Facility Technical Detail
8/22/2013_____

Date:

Information on components of the generating facility that are currently Listed:

Equipment Type	Manufacturer	Model	National Standard
1. Wind Turbine 1500	Goldwind IEC60056	GW82-	
2. Protective Relay C37	SEL	SEL-351	ANSI
3.			
4.			
5.			
6.			

Total Number of Generating Units in Facility? 1_____

Generator Unit Power Factor Rating: 1.0 unity__

Max Adjustable Leading Power Factor? 0.95_____ Max Adjustable Lagging Power Factor? 0.95_____

Generator Characteristic Data (for all inverter-based machines)

Max Design Fault Contribution Current? 1600A at 690V_____ Instantaneous or
 RMS?

Harmonics Characteristics: In accordance with IEC 61400-21 at PCC_____

Start-up power requirements: _____

Generator Characteristic Data (for all rotating machines)

Rotating Frequency: _____ (rpm) Neutral Grounding Resistor (If Applicable): n/a_____

Additional Information for Synchronous Generating Units

Synchronous Reactance, Xd: _____ (PU) Transient Reactance, X'd: _____ (PU)

Subtransient Reactance, X''d: _____ (PU) Neg Sequence Reactance, X₂: _____ (PU)

Zero Sequence Reactance, X₀: _____ (PU) kVA Base: _____

Field Voltage: _____ (Volts) Field Current: _____ (Amps)

Additional information for Induction Generating Units

Rotor Resistance, R_r: _____ Stator Resistance, R_s: _____

Rotor Reactance, X_r: _____ Stator Reactance, X_s: _____

Magnetizing Reactance, X_m: _____ Short Circuit Reactance, X_d'': _____

Exciting Current: _____ Temperature Rise: _____

Frame Size: _____

Total Rotating Inertia, H: _____ Per Unit on kVA Base: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Additional information for Induction Generating Units that are started by motoring

Motoring Power: _____ Design Letter: _____

The Narragansett Electric Company
 Standards for Connecting Distributed Generation

Interconnection Equipment Technical Detail

Date:

8/22/2013_____

Will a transformer be used between the generator and the point of interconnection? Yes No

Will the transformer be provided by Interconnecting Customer? Yes No

Transformer Data (if applicable, for Interconnecting Customer-Owned Transformer):

Nameplate Rating: 1600____ (kVA) Single or Three Phase

Transformer Impedance: 6.00____ (%) on a 1600____ kVA Base

If Three Phase:

Transformer Primary: 12.47kV_ (Volts) Delta Wye Wye Grounded Other

Transformer Secondary: 690/398_ (Volts) Delta Wye Wye Grounded Other

Transformer Fuse Data (if applicable, for Interconnecting Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves)

Manufacturer: n/a_____ Type: _____

Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: Park____ Type: VFI____ Load Rating: 600A____ Interrupting Rating: 12.5kA____ Trip Speed: _____
 (Amps) (Amps) (Cycles)

Interconnection Protective Relays (if applicable):

(If microprocessor-controlled)

List of Functions and Adjustable Set points for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. See attached one-line_____	_____	_____
2. 27/59/81U/81O/59N_____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

(If discrete components) (Enclose copy of any proposed Time Over-current Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (if applicable):

(Enclose copy of Manufacturer's Excitation & Ratio Correction Curves)

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (if applicable):

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

The Narragansett Electric Company
Standards for Connecting Distributed Generation

ATTACHMENT 2

**Certificate of Completion for Expedited/Standard Process
Interconnections**

Installation Information:

Check if owner-installed

Customer or Company Name (print): _____

Contact Person, if Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Primary): _____ Telephone (Secondary): _____

Fax: _____ E-Mail (s): _____

Address of Facility (if different from above): _____

City: _____ State: _____ Zip Code: _____

Account Number: _____ Meter Number: _____

Electrical Contractor's Company or Name (print): _____

Electrician Name, if Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Primary): _____ Telephone (Secondary): _____

Fax: _____ E-Mail (s): _____

License number: _____

Date of approval to install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of:

(City/Town)

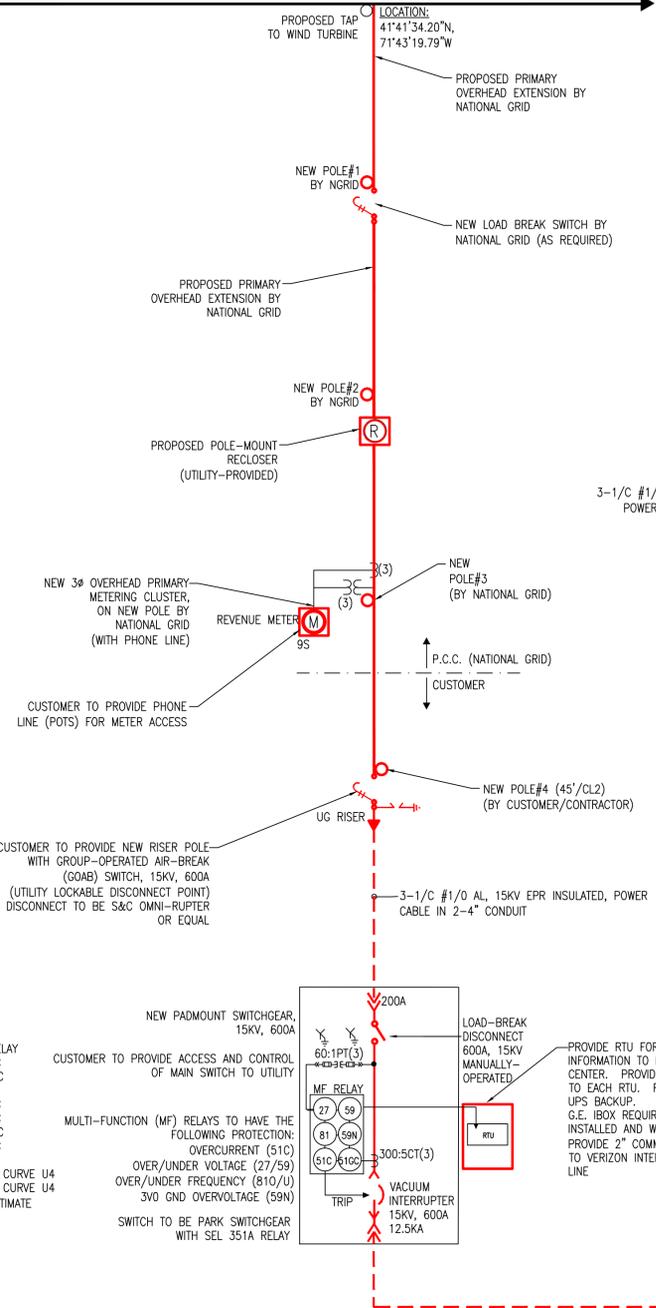
Signed/Date (Local/Federal Electrical Wiring
Inspector, or attach signed electrical inspection): _____

Wiring Inspector Name (printed): _____

Telephone Number: _____

Email Address: _____

EXISTING 12.47KV OVERHEAD FEEDER
FLAT RIVER ROAD, COVENTRY, RI



PROPOSED RELAY SETTINGS:

DEVICE	PICKUP	TIME DELAY
27-1	50%	6.5 CYC
27-2	88%	117 CYC
59-1	110%	57 CYC
59-2	120%	6.5 CYC
81U-1	57.0HZ	6.5 CYC
81U-2	58.5HZ	100 SEC
81O-1	60.5HZ	6.5 CYC
59N	140V	80 CYC
51C	78A	TD=0.5 CURVE U4
51GC	60A	TD=0.5 CURVE U4

(SETTINGS INCLUDED 3 CYCLE ESTIMATE CONTACTOR OPENING TIME)

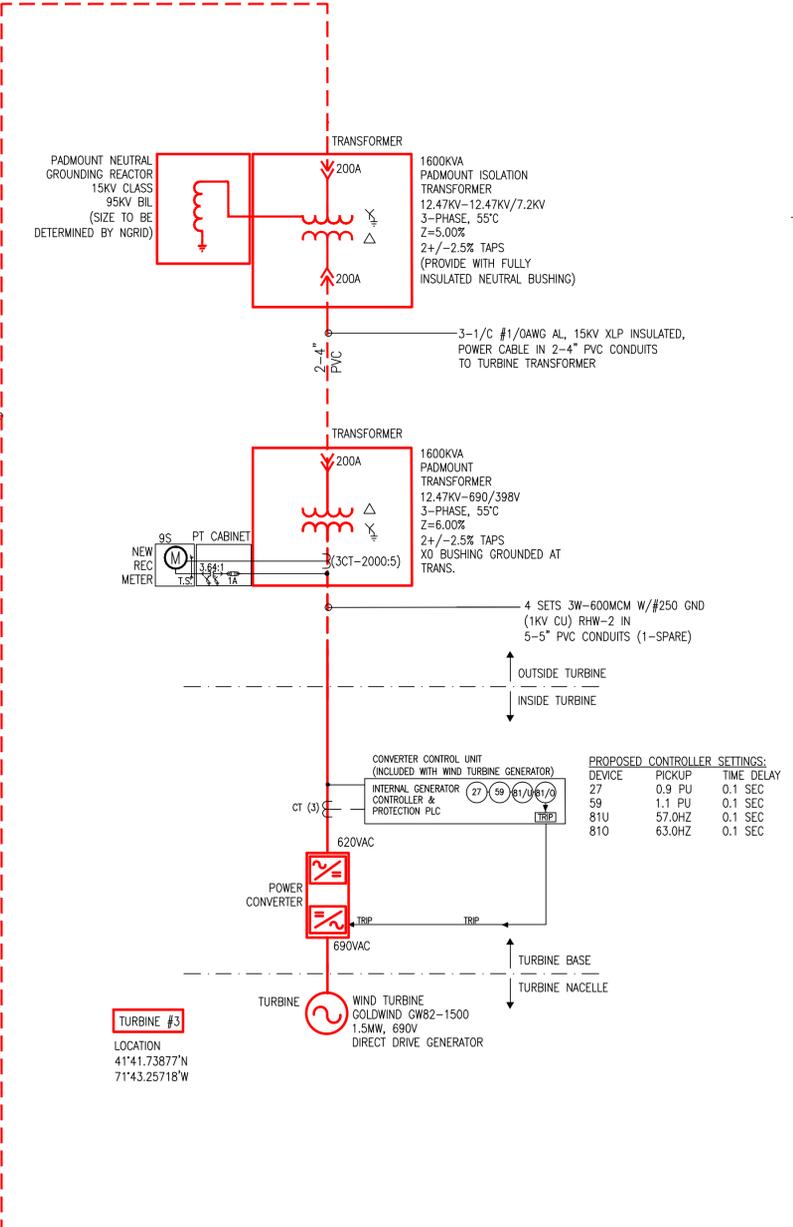
CUSTOMER TO PROVIDE ACCESS AND CONTROL OF MAIN SWITCH TO UTILITY

MULTI-FUNCTION (MF) RELAYS TO HAVE THE FOLLOWING PROTECTION:
OVERCURRENT (51C)
OVER/UNDER VOLTAGE (27/59)
OVER/UNDER FREQUENCY (81O/U)
3V0 GND OVERVOLTAGE (59N)

SWITCH TO BE PARK SWITCHGEAR WITH SEL 351A RELAY

LOAD-BREAK-DISCONNECT 600A, 15KV MANUALLY-OPERATED

PROVIDE RTU FOR ANALOG AND STATUS INFORMATION TO NGRID CONTROL CENTER. PROVIDE MPLS PHONE LINE TO EACH RTU. RTU TO HAVE 8-HOUR UPS BACKUP. G.E. IBOX REQUIRED TO BE FACTORY INSTALLED AND WIRED IN SWITCH. PROVIDE 2" COMMUNICATIONS CONDUIT TO VERIZON INTERFACE POINT FOR MPLS LINE



TURBINE #3
LOCATION
41°41.73877'N
71°43.25718'W

NEW WORK SHOWN IN RED

CONTRACTOR SHALL PROVIDE ALL EQUIPMENT SHOWN ON ONE-LINE DIAGRAM, UNLESS NOTED TO BE PROVIDED BY UTILITY.

— PRIMARY
— SECONDARY
— OVERHEAD
- - - UNDERGROUND

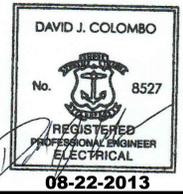
DEVICE NO.	DESCRIPTION
27T	TIME UNDER VOLTAGE RELAY
27I	INSTANTANEOUS UNDER VOLTAGE RELAY
32F	FORWARD OVER POWER RELAY
32R	REVERSE POWER RELAY
46	NEGATIVE PHASE SEQUENCE OVERCURRENT RELAY
47	REVERSE PHASE VOLTAGE RELAY
50/51	INSTANTANEOUS / TIME OVERCURRENT RELAY
51N	GROUND OVERCURRENT RELAY
59I	INSTANTANEOUS OVERVOLTAGE RELAY
59T	TIME OVERVOLTAGE RELAY
60	VOLTAGE BALANCE RELAY
81/O	OVER FREQUENCY RELAY
81/U	UNDER FREQUENCY RELAY
59N	ZERO-SEQ. GROUND OVER-VOLTAGE RELAY (3V0)

ONE LINE POWER DIAGRAM

- LOAD-BREAK SWITCH FUSE, SIZE AS INDICATED
- TRANSFORMER, SIZE AS INDICATED (DELTA-WYE GND TYPICAL)
- CIRCUIT BREAKER
- DRAW-OUT CIRCUIT BREAKER
- KIRK-KEY INTERLOCK
- CURRENT TRANSFORMER
- POTENTIAL TRANSFORMER
- SOLID STATE TRIP UNIT
- GROUND
- AMMETER
- AMMETER SWITCH
- VOLTMETER
- VOLTMETER SWITCH
- DRY TYPE TRANSFORMER. "2" INDICATES SIZE, REFER TO DRY TYPE TRANSFORMER SCHEDULE
- LIGHTNING ARRESTER
- CABLE TERMINATION / LOAD-BREAK ELBOW
- FUSED CUT-OUT
- GROUP-OPERATED AIR-BREAK (GOAB) SWITCH
- REVENUE METER (BY UTILITY)
- 200A 200A LOAD BREAK ELBOWS

UTILITY INTERCONNECTION NOTES:

- INTERFACE TRANSFORMER TO BE GROUNDED WYE PRIMARY AND DELTA SECONDARY.
- INTERFACE TRANSFORMER NEUTRAL BUSHING TO BE FULLY INSULATED
- INTERFACE TRANSFORMER TO HAVE NEUTRAL GROUNDING REACTOR ON PRIMARY SIDE; SIZE TO BE DETERMINED BY NATIONAL GRID IMPACT STUDY.
- PROVIDE POTS PHONE LINE TO THE NGRID PRIMARY METERING CLUSTERS. PROVIDE 3 FEET ADDITIONAL PHONE LINE AND LIQUID-TIGHT CONDUIT WITH END NUT TO BOTTOM OF METER SOCKET ON POLE.
- PROTECTIVE RELAYS TO HAVE BATTERY BACKUP OR UPS FOR BACKUP.
- NGRID RTU TO HAVE MINIMUM 8 HOUR BACKUP
- NGRID RTU TO MEET THE REQUIREMENTS OF NGRID IMPACT STUDY WITH REGARDS TO REQUIRED ELECTRONICS, MPLS PHONE LINE AND POINTS TO BE DELIVERED.
- PROTECTIVE RELAY ALARM CIRCUIT TO BE WIRED TO TRIP SWITCH FOR REDUNDANCY PER NATIONAL GRID REQUIREMENTS.
- The RTU will be required to report the following:
 - Status of individual generator breakers
 - Status of main or interconnect breaker (on a case-by-case basis)
 - Three phase line current for each generator
 - Three phase line current at the point of connection with Ngrid.
 - Three phase line-to-line voltage for each generator
 - Three phase line-to-line voltage at the point of connection with Ngrid.
 - Output KW for each unit (+ delivered to NGRID, - received)
 - Total MW (+ delivered, - received)
 - Total MVAR (+ delivered, - received)
- ADDITIONAL RTU REQUIREMENTS.
 - Communication to National Grid's EMS will be in DNP protocol over a MPLS circuit; MPLS allows EMS to funnel data to both primary and back-up systems simultaneously. National Grid will assign the RTU a DNP slave id. The customer is responsible to secure a Multiprotocol Label Switching (MPLS) connected to National Grid's new network through their own Verizon representative. National Grid will supply a default MPLS default serial configuration to the customer's RTU. The customer is responsible to configure its RTU communications. The MPLS circuit will require the customer to purchase a GarrettCom Magnum DX940 Industrial Router with the following specifications:
 - DX940-4R-J-H, base unit with four RJ45 10/100 Ethernet ports (Slot B), 90-250Vdc/ac power supply.
 - DXC-2GSFP, Gb Module, two SFP pluggable (Slot A).
 - (2) SFP-SX, Fiber Optic SFP transceiver, 1Gb SX / or 56K modem as required by National Grid (Slot A).
 - DXC-4SERIAL, four RS232/RS485/RS422 software selectable serial ports (Slot D).
 - ACC-DX-00-RRM, reverse rack mount bracket.
 - MNS-DX-SECURE, licensed software.
 - MNS-DX-ADVVAR, advanced routing software.
 - The generation customer will own, operate and maintain: all related RTU equipment and the MPLS communication line.
 - Due to the need for remote trip and block closing, National Grid requires the use of GE IBOX for the customer's RTU. The customer must ensure that the RTU is purchased with the Control I/O necessary to support remote tripping by National Grid EMS. See below link for further information: GE IBOX - <http://www.gedigitalenergy.com/multiin/energy/catalog/ibox.htm>. This unit can be purchased with IO on board. It will need similar licenses and capability as defined by industry standards.



<p>PROJ. MANAGER: CHIEF DESIGNER: REVIEWED BY: DATE</p>		SEAL	SCALE: HORIZ.: NONE VERT.: DATUM: HORIZ.: VERT.:	<p>POWER ENGINEERS, LLC 37 Fox Den Road Kingston, MA 02364-2150 (508) 612-0382 www.PowerEngineersLLC.com</p> <p>Electrical Engineering, Power, Lighting, Technical Studies and Utility Consulting</p>	<p>WIND ENERGY DEVELOPMENT, LLC CONVENTRY WIND#3 1.5MW WIND TURBINE PROPOSED ONE-LINE DIAGRAM FLAT RIVER ROAD, COVENTRY RHODE ISLAND</p>	<p>PROJ. No.: 144D DATE: AUGUST 2013</p> <p>E-1.3</p> <p>SIZE: D REV: 0</p>
<p>ISSUED FOR REVIEW No. DATE DESCRIPTION</p>		<p>REVISIONS No. DATE DESCRIPTION</p>				



41.69564616° N, 71.72095295° W
 41° 41.73877' N, 71° 43.25718' W
 ELEVATION: 544 FT. AMSL

**WED Coventry 3
 (Homestead)**

COVENTRY
 KENT
 COUNTY

ELECTRICAL NOTES:

1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE LATEST APPLICABLE STANDARDS OF ANSI, NEMA, UL, NFPA-70, AND THE NATIONAL ELECTRICAL CODE WITH REGARDS TO MATERIAL, DESIGN, AND CONSTRUCTION.
2. THIS DRAWING IS FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS, DEVICES, MATERIALS, AND EQUIPMENT, PRIOR TO THE START OF ANY WORK.
3. CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE, AT LEAST 72 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
4. PVC CONDUIT AND FITTINGS SHALL CONFORM TO ANSI/NEMA SPECIFICATIONS, TC-2, TC-3 AND UL-651.
5. CONTRACTOR SHALL OBTAIN ALL NECESSARY INSPECTIONS AND COORDINATE ALL WORK WITH THE OWNER AND THE CITY/TOWN TRENCHES SHALL BE INSPECTED PRIOR TO BACKFILLING.
6. LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY.

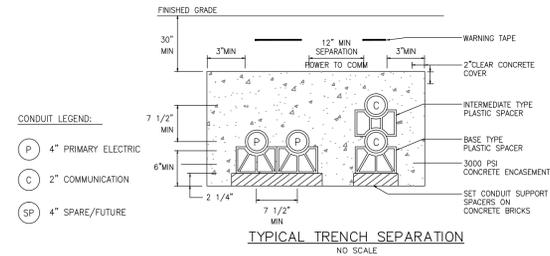
PROPOSED UNDERGROUND PRIMARY FROM RISER POLE TO PADMOUNT SWITCHGEAR, 2-4" CONC. ENCASED PVC CONDUITS WITH 3-1/c #11/0AWG AL 15KV EPR PRIMARY CABLE

APPROXIMATE LOCATION OF NATIONAL GRID PRIMARY DISCONNECT POLE, RECLOSER POLE, PRIMARY METERING POLE, AND CUSTOMER OWNED RISER POLE WITH THREE-PHASE DISCONNECT

PROPOSED PADMOUNT EQUIPMENT AREA WITH 15KV SWITCHGEAR, TRANSFORMER(S) AND NEUTRAL GROUNDING REACTOR

Legend

- Potential Turbine Sites
- Preferred_Turbine_Alt_126M_Buffer
- 85 Metter (279-FT Turbine Buffer)
- Potential Development Zone
- Approximate Parcel Boundary



No.	DATE	DESCRIPTION	No.	DATE	DESCRIPTION
0	8/22/2013	ISSUED FOR REVIEW & UTILITY APPLICATION			
REVISIONS					

PROJ. MANAGER:
 CHIEF DESIGNER:
 REVIEWED BY: _____ DATE: _____



SCALE:
 HORZ.: 1" = 300'-0"
 VERT.: _____
 DATUM:
 HORZ.: _____
 VERT.: _____
 GRAPHIC SCALE: 300' 150' 0 300'

POWER ENGINEERS, LLC
 37 Fox Den Road
 Kingston, MA 02364-2150
 (508) 612-0382
 www.PowerEngineersLLC.com
*Electrical Engineering, Power, Lighting,
 Technical Studies and Utility Consulting*

WIND ENERGY DEVELOPMENT, LLC
 COVENTRY WIND#3 1.5MW WIND TURBINE
 PROPOSED ELECTRICAL SITE PLAN
 FLAT RIVER ROAD, COVENTRY
 RHODE ISLAND

PROJ. No.: 144D
 DATE: AUGUST
E-2.3
 SIZE: D REV: 0

PROPOSED PROJECT FUNCTIONAL DESCRIPTION

WIND ENERGY DEVELOPMENT, LLC
FLAT RIVER ROAD, COVENTRY
WIND TURBINE PROJECT (1500kW Turbine)
Utility Interconnection

ELECTRICAL FUNCTIONAL DESCRIPTION

August 2013

1.0 Engineering and Interconnection Requirements

1.0.0 Existing Electrical Infrastructure

The existing property is off of Flat River Road, Coventry RI. The turbine site is located at 41°41.73877'N, 71°43.25718'W. The sites are off of Flat River Road and are presently fed from a three-phase 12.47kV overhead National Grid feeder.

1.0.1 Electrical Interconnection Plan

There are a number of possible options that have been reviewed to connect the proposed Goldwind GW82-1500 wind turbine to the existing utility distribution system. The GW82-1500 wind turbine is a 1.5MW direct-drive synchronous generator connected to the grid via full power electronics converter. The proposed option minimizes the amount of new equipment required, while satisfying the utility interconnection requirements. The proposed interconnection is detailed in the attached Drawing E-1.3, dated August 2013.

The proposed interconnection will include a connection to the existing overhead three-phase National Grid 12.47kV primary system at the locations noted above off of Flat River Road in Coventry, RI. The existing primary pole line will be tapped for the three-phase 12.47kV connection to the wind turbine.

The proposed interconnection would comply with the National Grid standards for interconnection and would likely include several new poles to tap the existing overhead 12.47kV feeder. These poles would include National Grid installed protection in the form of a three-phase group-operated disconnect switch, circuit recloser and overhead primary metering. All of these elements are required and are typical of DG projects of this size. From the overhead disconnect switch, the power would transition underground to padmount primary switchgear, which would be the primary protection for the turbine project, installed by the contractor. This switchgear would contain intelligent utility-grade protective relaying (for anti-islanding protection). Customer primary metering would also be installed to meter the production of the turbine. From this equipment the power would connect to a padmount

transformer, which would change the voltage from the utility voltage of 12,470 volts to the turbine connection voltage of 690 volts. Depending on the transformer winding configuration required by the utility a 1:1 isolation transformer may be required. Power cables would connect the secondary side of the transformer to the main circuit breaker inside of the turbine.

A pad mounted primary switch will be installed just outside the turbine and the 15kV primary cable will be extended to the turbine padmount transformer, rated 1600kVA, 12.47kV primary and 690V secondary to the turbine converter. The converter inside of the turbine is rated 690V on the grid side and 690V on the generator side.

The new pad mounted disconnect switch near the turbine will provide protection for the primary cable, via a vacuum interrupter installed in the switch. The padmount switch would be equipped with a utility-grade distribution relay (SEL-351A or equal) to provide overcurrent and ground fault protection of the utility 12.47kV feeder.

The new polemount metering cluster (utility-installed) would be installed to allow National Grid to meter the turbine. This metering location will be the Point of Common Coupling (PCC), which is the ownership demarcation point between the utility and the customer.

The proposed interconnection would provide utility-grade relaying to protect the National Grid system from any negative effects of the wind turbine, should there be a problem, along with protecting their workers from the turbine exporting power into a “dead” line during an outage; which can be a safety issue. This type of protective device would be typical for a project of this size, and would allow protection for variations in voltage, frequency, etc. caused by the turbine. A relay would be included in the proposed padmount interrupter switch.

The underground primary cables would be three, single conductor, 15kV class, #1/0 AWG, aluminum cables to carry the expected maximum 1,500kW from the turbine. New 15kV class cables should be installed in an underground conduit for physical protection rather than being directly buried.

1.0.2 Electrical Interconnection Details

1.0.2.1 - National Grid Interconnection Requirements

National Grid has specific standards and requirements for the interconnection of distributed generation such as the proposed wind turbine generator project. The interconnection requirements address electrical system protection, revenue metering, operation, and the configuration of the primary interconnection equipment. National Grid will review the proposed design of the electrical interconnection facilities and will perform analyses to determine the impact of the proposed generation on their electrical distribution system.

Based on the results of National Grid’s analysis, certain modifications may be needed within the National Grid distribution system and/or to the interconnection facilities.

1.0.2.2 - Electrical Interconnection Equipment Details

The technical details of the major power system components associated with the electrical interconnection of the wind turbine generator are described in this section.

1.0.2.2.1 Generator Step-up Transformer

The generator step-up transformer is described by specifying the transformer voltage rating (primary and secondary), power rating (kilovolt-amperes or kVA), winding configuration (primary and secondary), and construction type. The GSU transformer on this project would be provided by the turbine vendor and installed in the nacelle.

The three phase power rating of the generator step-up transformer (expressed in kVA) shall be consistent with the wind turbine generator power rating (expressed in kW) and increased for the allowable generator power factor. A GW82-1500 wind turbine generator operating at a slightly lagging power factor requires a padmount transformer with a minimum continuous rating of 1600 kVA.

1.0.2.2.2 - Interconnection Circuit 15kV Class Cables

The proposed wind turbine generator interconnection option requires the use of 15kV class interconnection circuit cables. A three phase interconnection circuit of is required from the proposed riser pole to the turbine padmount switch and internal disconnect.

The power cables shall be specified for 15kV class insulation and consist of three, single conductor cables with either aluminum or copper conductors. For this project and 1500kW turbine, the size of the power cables shall be a minimum of #1/0 AWG Aluminum.

The power cable shall be installed in underground conduit. The conduit shall be Schedule 40 PVC that is encased in concrete. At least one (1) additional conduit for communications and control of the wind turbine generator should also be included in the conduit system. It is recommended that the primary cable ductbank be 2-4" conduits. Additional communications conduits (2-2") shall also be installed from the turbine to a riser poles for remote monitoring.

1.0.2.2.3 - Main 12.47kV Disconnect Switch

The main 12.47kV disconnect switch specified for the proposed generator interconnection shall be a combination manual load-break switch with relay-operated vacuum interrupter, three pole, switch. The switch shall be rated 600 amperes continuous current with a momentary rating of 12,500 amperes. The main 12.47kV disconnect switch provides an open point between the wind turbine generator and the National Grid 12.47kV supply circuit. The operating handle of the main 12.47kV disconnect switch (load-break) shall be capable of being padlocked by National Grid's lock in the open position. The 12.47kV padmount switch shall be equipped with a utility-grade protective relay (SEL-351A or equal) that provides overcurrent (51), ground over-voltage 3V0 (59N), under-voltage (27), overvoltage (59), under-frequency (81U) and over-frequency (81O) protection for the wind turbine, underground primary cable, etc.

1.0.2.2.4 - Protective Relay Scheme

The required protective relays for the selected generator interconnection option will be specified by National Grid based on the results of their system impact study. Based on a review of the National Grid Interconnection Requirements, it is anticipated that the protective features the wind turbine shall be able to detect are over/under frequency and over/under voltage and overcurrent. Upon sensing conditions that exceed allowable operating limits, the protective features shall disconnect the wind turbine generator from the rest of the distribution system. Redundant protection is

proposed via the turbine vendors internal control system and the utility pole-mount recloser (if required).

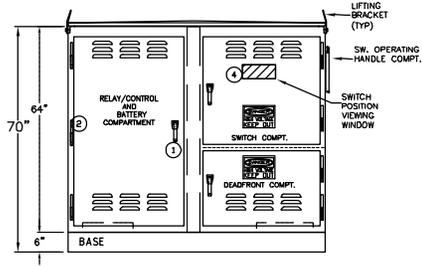
1.0.3 Revenue Metering Modifications

As mentioned, the proposed interconnection will need to be metered to measure energy produced by the wind turbine. The proposed interconnection will create a new primary metered point at the facility, for the turbine. A polemount primary metering cluster is proposed where the wind turbine circuit will connect to existing overhead 12.47kV National Grid-owned primary infrastructure. This would be the ownership point and the PCC onto the 12.47kV primary system. Additional metering can be provided at the turbine transformer for customer metering and REC metering.

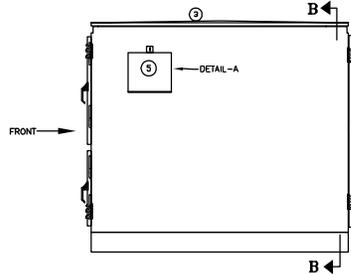
END OF SECTION

**PADMOUNT 15KV SWITCHGEAR
PARK MANUFACTURING
WITH SEL-351 RELAY
TECHNICAL INFORMATION**

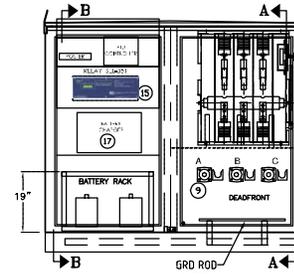
TYPICAL 15KV SWITCHGEAR DRAWINGS



FRONT VIEW



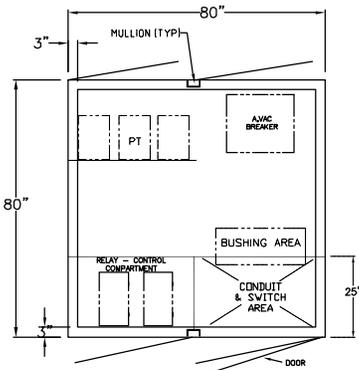
SIDE VIEW



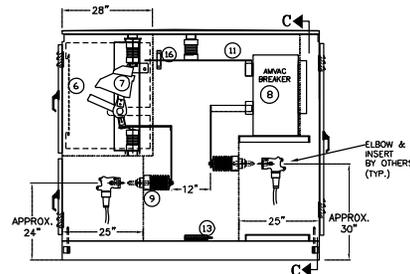
FRONT VIEW-INSIDE
MAIN DOOR REMOVED

GENERAL NOTES:

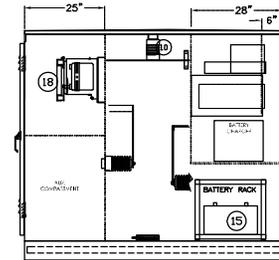
1. 15KV (OPER. AT 12.47KV), 200A, 3PH, 4W DEAD-FRONT SWITCHGEAR-PAD MOUNTED.
2. NEMA 3R CONSTRUCTION: 11GA. WELDED STEEL, OPEN BASE-10GA. GALV. STEEL. FRONT/REAR ACCESS.
3. PAINT: ANSI# 61-LIGHT GRAY OR SPECIFIED BY CUSTOMER
4. DOORS ARE EQUIPPED WITH:
 - 3-POINT LATCHING PADLOCKABLE HANDLE (PADLOCK BY OTHERS)
 - LOUVERS W/ FILTERS AND METAL SCREEN
 - VIEWING WINDOW TO OBSERVE SWITCH POSITION
5. MAIN BUS: SILVER PLATED COPPER BARS FOR 200A.
6. GROUND BUS: (1) 1/4" X 2" CU BAR-INSTALLED IN THE BASE.
7. 15KV/600A INTERRUPTER SWITCH WITH SIDE OPERATING HANDLE. POLYCARBONATE BARRIER IN FRONT OF SWITCH.
8. 15KV VACUUM INTERRUPTER FIXED MOUNT BREAKER.
9. 200A DEAD FRONT BUSHING WELLS WITH PARKING STANDS (ELBOWS AND INSERTS BY OTHERS)
10. FOR ONE LINE DIAGRAM SEE DWG, SHT# 2



PLAN VIEW



SECTION A-A
NOT ALL PARTS SHOWN



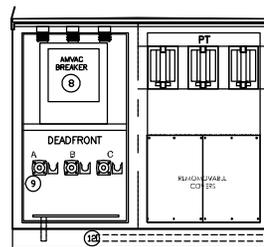
SECTION B-B

LEGEND

- (1) PADLOCKABLE DOOR HANDLE
- (2) LIFT-OFF HINGE (BRASS PIN/STAINLESS STEEL TUBE)
- (3) SLOPED (CROWNED) WEATHERTIGHT ROOF
- (4) SWITCH BLADES POSITION VIEWING WINDOW
- (5) PADLOCKABLE COVER FOR SWITCH OPERATOR HANDLE (DETAIL-A)
- (6) POLYCARBONATE BARRIER
- (7) LOAD INTERRUPTER SWITCH
- (8) VACUUM CIRCUIT BREAKER
- (9) 200A DEAD FRONT BUSHING WELLS
- (10) INSULATOR
- (11) SILVER-PLATED COPPER BUS
- (12) COPPER GROUND BUS
- (13) 240V/150W HEATER
- (14) SEL-351 PROTECTION RELAY
- (15) 12-CELL BATTERY 24V
- (16) CURRENT TRANSFORMER (WINDOW TYPE)
- (17) BATTERY CHARGER
- (18) VOLTAGE XFMR



DETAIL-A

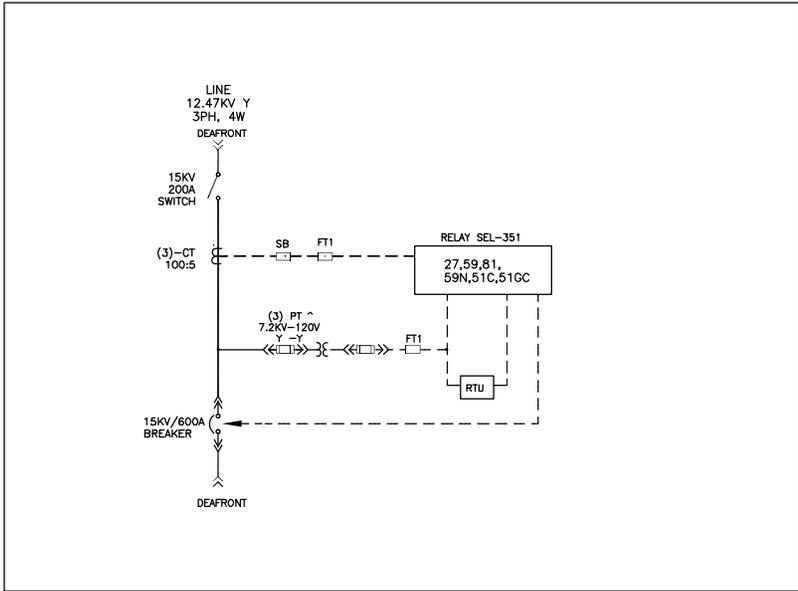


SECTION C-C
REAR VIEW

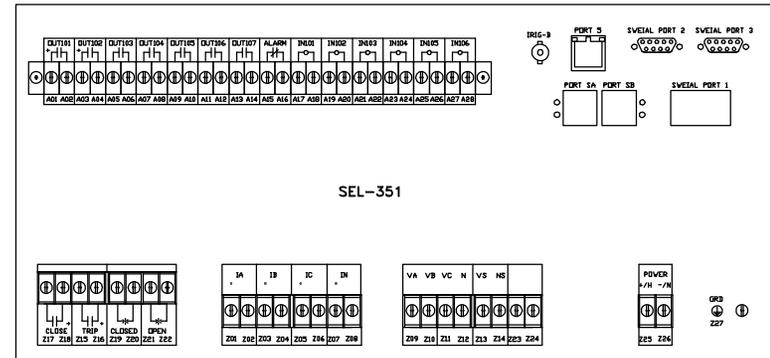
**CUSTOMER
APPROVAL REQUIRED**
(NOT FOR PRODUCTION)
DATE : 08/06/12

NORTH KINGSTON WIND TURBINE

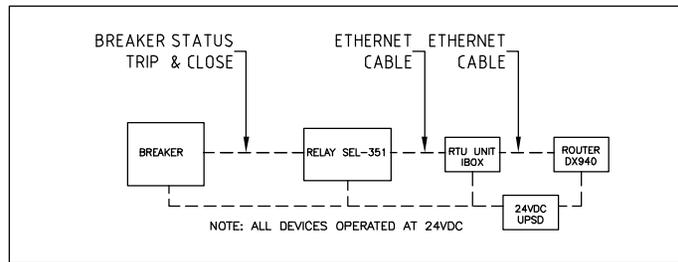
PARK 19197 SHERWOOD AVE. DETROIT, MICHIGAN 48234-2880			STORED FILE: NUMBER2012\17060-1.DWG				
THE INFORMATION SHOWN IN THIS DRAWING IS PROPERTY OF PARK DETROIT. ANYONE ATTEMPTING TO USE OR DUPLICATE WITHOUT THE WRITTEN CONSENT FROM PARK, WILL BE HELD LIABLE AND MAY FACE LEGAL ACTION.			CUSTOMER: NORTHEAST ELECTRICAL				
PROJECT: NORTH KINGSTON WIND TURB			DESCRIPTION: SWITCHGEAR LAYOUT				
CONSTRUCTION : OUTDOOR - NEMA 3R			RATED : 12.47KV, 3-PHASE, 4-WIRE				
REV.	DATE	BY	DESCRIPTION	MAIN BUS : 200A	NEUTRAL BUS: NO	GRD BUS: YES	DATE: 7-12-12
				ENGINEER : CG	P.D. # S013344261		SCALE: 1"=39"
				SALESPERSON: RO	S.D. # 46196		QUOTE: R0367512
				APPROVALS:	DRAWING# 17060		SHT# 1 DF 7



ONE LINE DIAGRAM



SEL-351 REAR CONNECTION



COMMUNICATION SCHEMATIC

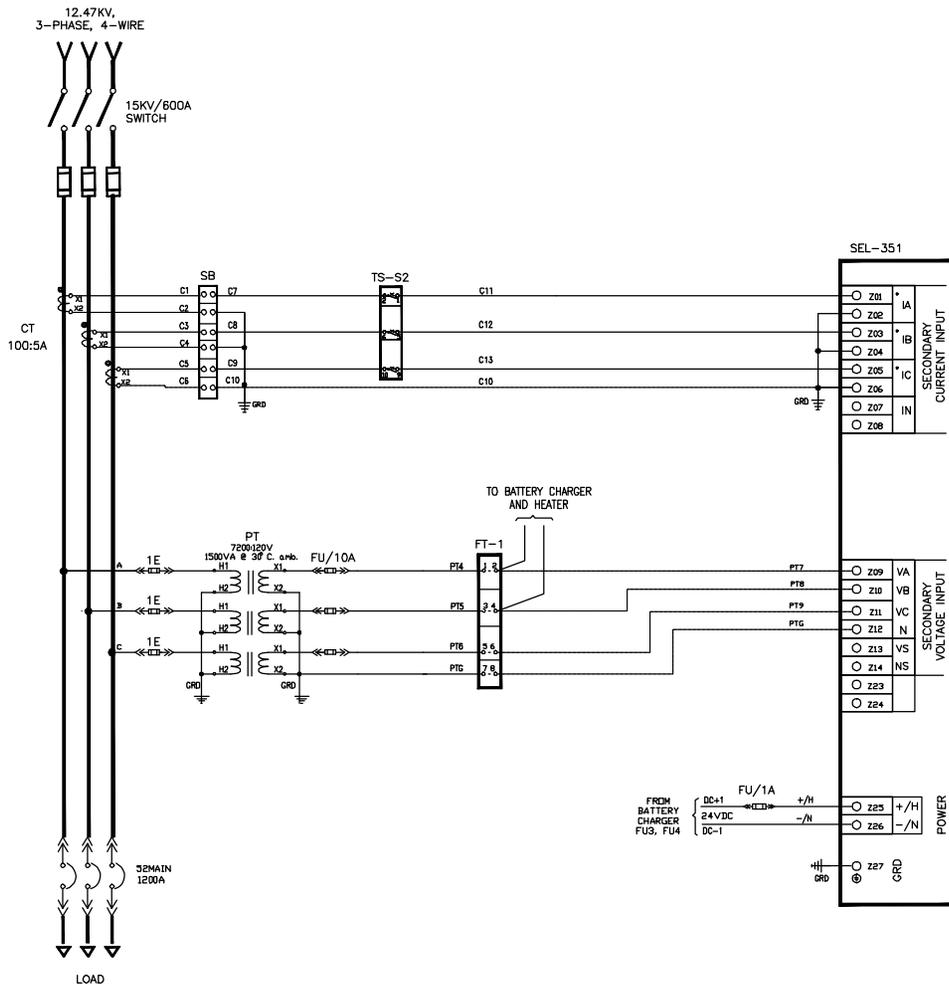
NOTE:

1. WIRING: #14 AWG SIS LABELED AT BOTH ENDS.
2. 25% SPARE TERMINAL BLOCKS
3. WIRING #12 OR #10 AWG SIS FOR GROUND

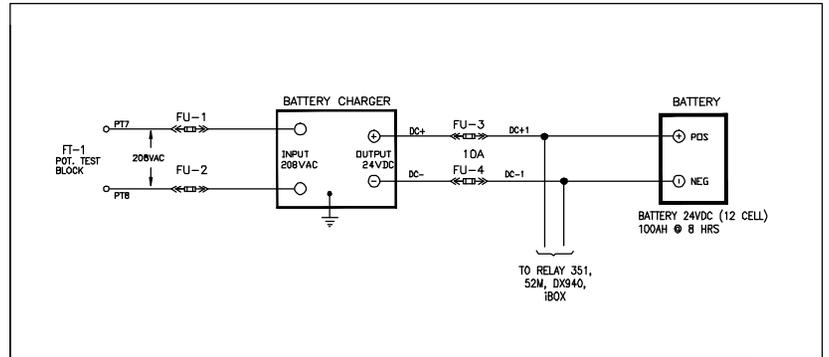
CUSTOMER APPROVAL REQUIRED
(NOT FOR PRODUCTION)
DATE : 08/06/12

NORTH KINGSTON WIND TURBINE

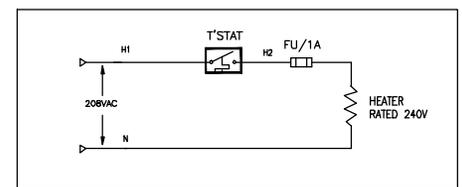
19197 SHERWOOD AVE. DETROIT, MICHIGAN 48234-2880			STORED FILE: NUMBER2012\17060-2.DWG				
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PROJECT: NORTH KINGSTON WIND TURB			DESCRIPTION: ONE LINE DIAGRAM - SCHEMATIC CONNECTION				
CONSTRUCTION : OUTDOOR - NEMA 3R			RATED : 12.47KV, 3-PHASE, 4-WIRE				
REV.	DATE	BY	DESCRIPTION	MAIN BUS :	NEUTRAL BUS: NO	GRD BUS: YES	DATE: 07-24-12
1	08/03/12	RD	CORRECTED VT RATIO TO 60:1	200A			SCALE: 1"=20'
2	08/03/12	RD	CHANGED SYS VOLTAGE TO 12.47KV	ENGINEER : CG	P.O. # S013344261		QUOTE: R0367612
3	08/06/12	RD	CHANGED TO ETHERNET COMM	SALESPERSON: RO	S.O. # 46196		SHT# 2 DF 7
APPROVALS:				DRAWING# 17060			



CONTROLS WIRING DIAGRAM



BATTERY CHARGE SCHEMATIC

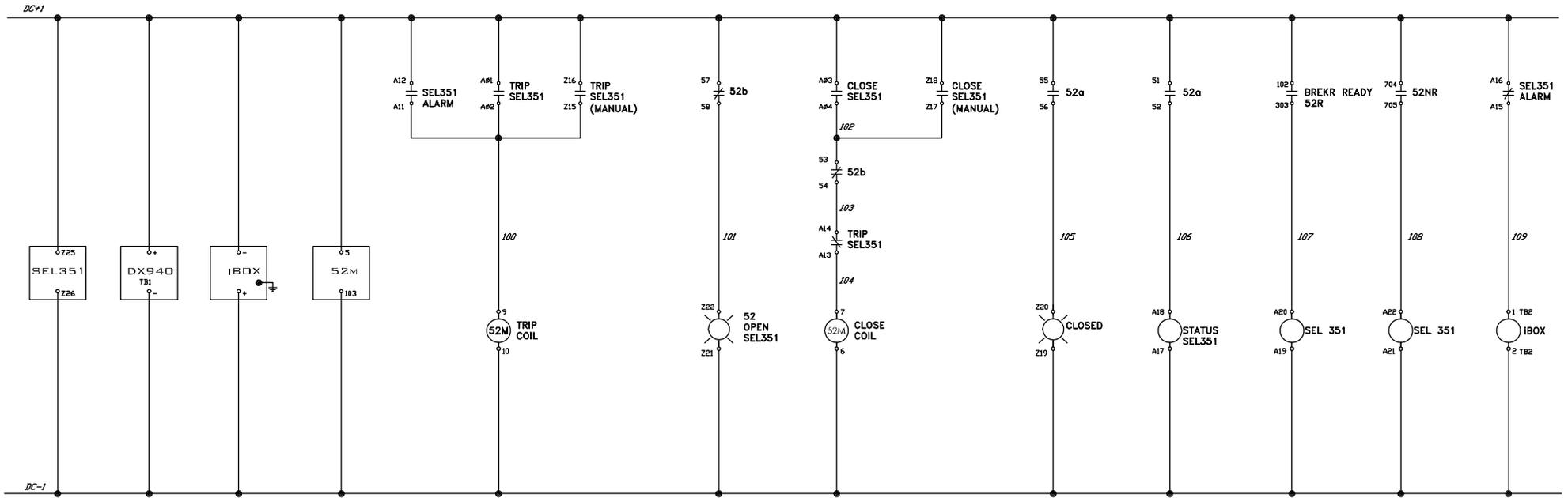


HEATER DIAGRAM

CUSTOMER APPROVAL REQUIRED
(NOT FOR PRODUCTION)
DATE : 08/07/12

NORTH KINGSTON WIND TURBINE

PARK 19197 SHERWOOD AVE. DETROIT, MICHIGAN 48234-2880		STORED FILE: NUMBER2012\17060-3.DWG	
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PROJECT: NORTH KINGSTON WIND TURBINE		DESCRIPTION: SEL-351 DIAGRAM AND BATTERY CHARGE	
CONSTRUCTION : OUTDOOR - NEMA 3R		RATED : 12.47KV, 3-PHASE, 4-WIRE	
REV. DATE	BY	DESCRIPTION	DATE: 6-28-12
1	8-6-12	CG REVISED/UPDATED DIAGRAM	SCALE:
2	8-07-12	CG CORRECTED PT VALUE	SALESPERSON: RO S.D. # 46196
APPROVALS:		DRAWING# 17060	QUOTE: RO367512
			SHT# 3 OF 7

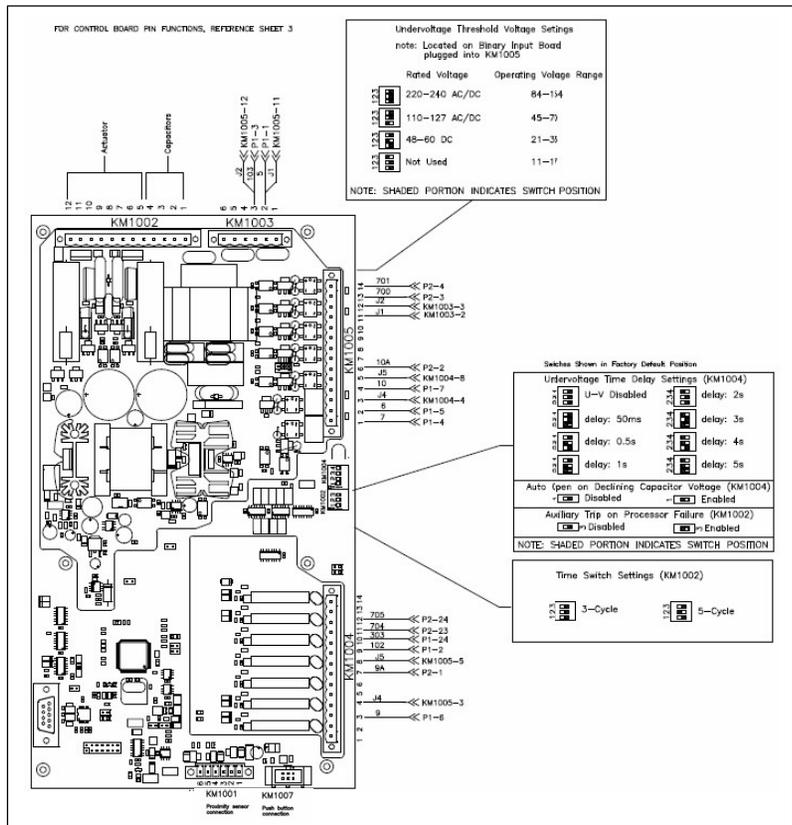
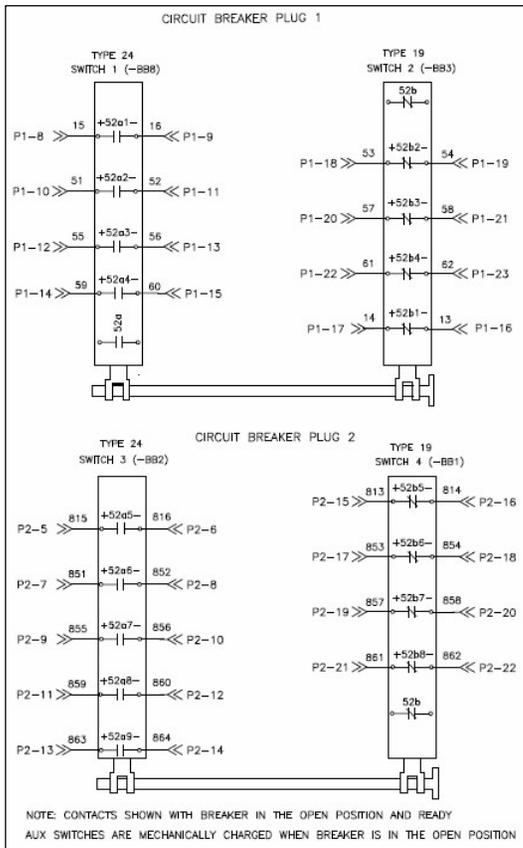


CONTROL DIAGRAM

CUSTOMER
APPROVAL REQUIRED
(NOT FOR PRODUCTION)
DATE : 08/06/12

NORTH KINGSTOWN RI WIND

19197 SHERWOOD AVE. DETROIT, MICHIGAN 48234-2880 THE INFORMATION SHOWN IN THIS DRAWING IS PROPERTY OF PARK DETROIT. ANYONE ATTEMPTING TO USE OR DUPLICATE WITHOUT THE WRITTEN CONSENT FROM PARK, WILL BE HELD LIABLE AND MAY FACE LEGAL ACTION.		STORED FILE: NUMBER2012\17060-4.DWG CUSTOMER: NORTHEAST ELECTRICAL PROJECT: NORTH KINGSTOWN RI WIND TURB DESCRIPTION: BREAKER SCHEMATIC DIAGRAM CONSTRUCTION: OUTDOOR - NEMA 3R RATED: 12.47KV, 3-PHASE, 4-WIRE MAIN BUS: 200A NEUTRAL BUS: NO GRD BUS: YES DATE: 6-19-12 ENGINEER: CG P.O. # S013344261 SCALE: SALESPERSON: RO S.O. # 46196 QUOTE: R0367512 APPROVALS: DRAWING# 17060 SHT# 4 DF 7	
REV. DATE	BY	DESCRIPTION	
8-6-12	WEDATED	DIAGRAM	



PLUG PIN REF	WIRE# (AM)	FUNCTION (AM)	PLUG PIN REF	WIRE# (AM)	FUNCTION (AM)
1-1	5	+ CTRL PWR	2-1	9A	+ AUX. TRIP
1-2	102	+ READY	2-2	10A	- AUX. TRIP
1-3	103	- CTRL PWR	2-3	700	+LVD
1-4	7	+ CLOSE	2-4	701	-LVD
1-5	6	- CLOSE	2-5	815	+a5
1-6	9	+ TRIP	2-6	816	- a5
1-7	10	- TRIP	2-7	851	+ a6
1-8	15	+ a1	2-8	852	- a6
1-9	16	- a1	2-9	855	+ a7
1-10	51	+ a2	2-10	856	- a7
1-11	52	- a2	2-11	859	+ a8
1-12	55	+ a3	2-12	860	- a8
1-13	56	-a3	2-13	863	+ a9
1-14	59	+a4	2-14	864	- a9
1-15	60	-a4	2-15	813	+ b5
1-16	13	+b1 PIN	2-16	814	- b5
1-17	14	-b1 PIN	2-17	853	+ b6
1-18	53	+b2	2-18	854	- b6
1-19	54	-b2	2-19	857	+ b7
1-20	57	+b3	2-20	858	- b7
1-21	58	-b3	2-21	861	+ b8
1-22	61	+b4	2-22	862	- b8
1-23	62	-b4	2-23	704	+NOT_READY
1-24	303	- READY	2-24	705	-NOT_READY
1-25	OPEN		2-25	OPEN	

PLUG 1

NOTE: DO NOT USE PIN 1 NOR 25 FOR GROUND.

REAR VIEW OF BREAKER SECONDARY RECEPTACLE

PLUG 2

NOTE: DO NOT USE PIN 1 NOR 25 FOR GROUND.

REAR VIEW OF BREAKER SECONDARY RECEPTACLE

AMVAG FIXED MOUNT

WIRING DIAGRAM

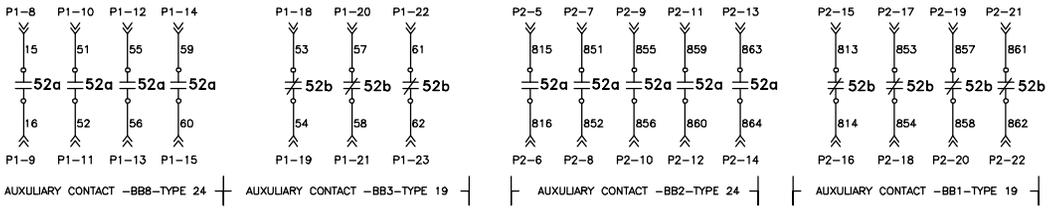
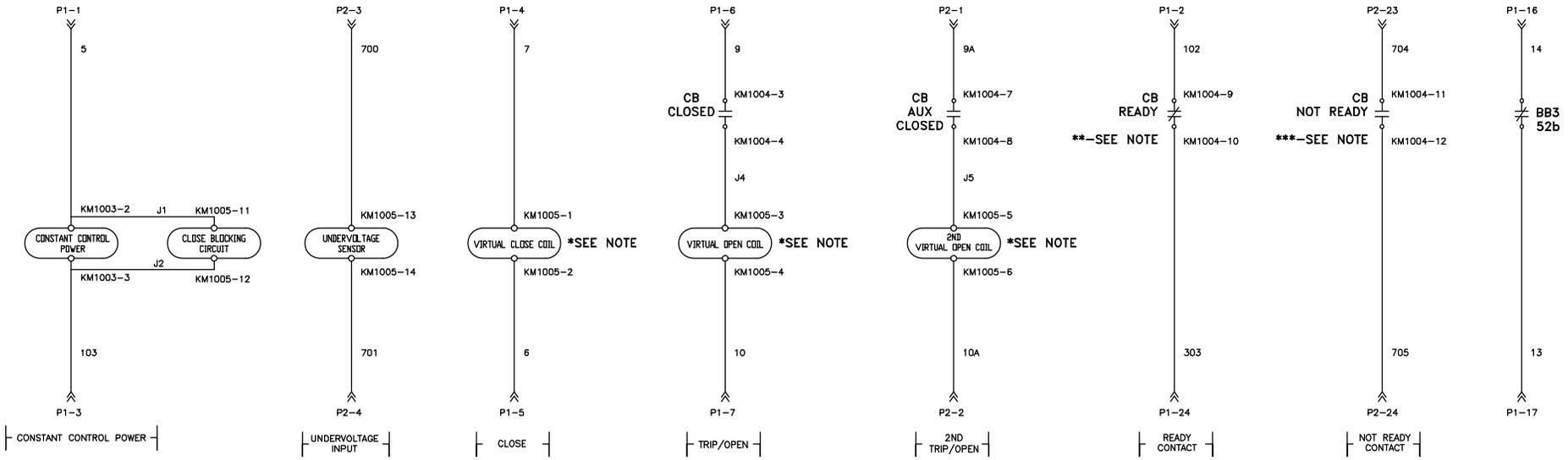
PER ABB DWG# 1B11771, SHT 1, REV. E

CUSTOMER APPROVAL REQUIRED
(NOT FOR PRODUCTION)
DATE : 08/06/12

PARK			19197 SHERWOOD AVE. DETROIT, MICHIGAN 48234-2880		
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REV.	DATE	BY	DESCRIPTION		

STORED FILE: NUMBER2012\17060-5.DWG			
CUSTOMER: NORTHEAST ELECTRICAL			
PROJECT: NORTH KINGSTOWN RI WIND TURB			
DESCRIPTION: BREAKER DIAGRAM			
CONSTRUCTION : OUTDOOR - NEMA 3R			
RATED : 12.47KV, 3-PHASE, 4-WIRE			
MAIN BUS : 200A	NEUTRAL BUS: NO	GRD BUS: YES	DATE: 6-19-12
ENGINEER : CG	P.O. # S013344261	SCALE:	
SALESPERSON: RO	S.O. # 46196	QUOTE: R0367512	
APPROVALS:	DRAWING# 17060	SHT# 5	DF 7

NORTH KINGSTOWN RI WIND



NOTES:

ALL CONTACTS ARE SHOWN WITH THE BREAKER IN THE OPEN POSITION & READY UNLESS OTHERWISE SPECIFIED.

* COIL MONITORING DEVICES CANNOT BE USED AND WILL BE RECOGNIZED AS A CLOSE OR OPEN SIGNAL.

** READY CONTACT IS CLOSED WHEN THE BREAKER IS READY FOR OPERATION.
"READY" MONITORS CONTROL POWER, CAPACITOR VOLTAGE, CLOSE & OPEN COILS & UP WATCHDOG.

*** NOT READY CONTACT IS CLOSED WHEN THE BREAKER IS NOT READY FOR OPERATION.

SCHEMATIC WIRING DIAGRAM
PER ABB DWG# 1B11771, SHT 2, REV. D

NORTH KINGSTOWN RI WIND

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(NOT FOR PRODUCTION)
DATE : 7-26-12

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REV.	DATE	BY	DESCRIPTION

QTY	PART NUMBER	DESIGNATION	MANUFACTURER	DESCRIPTION
1	255032R1	SWITCH	S&C	15KV 600A 40KAIC,95KV BIL LOAD INTERRUPTER
1	MF4G12500101001	600A/3	ABB	15KV /600A VACUUM BREAKER FIXED MTG 16KAIC
1	035152D2B51XX1	SEL-351	SCHWEITZER	SEL-351 PROTECTION RELAY
3	PTG5-1-110-722F	PT	GE	VOLT XFMR 7,200-120V, 110KV BIL WITH PRI-FU
6	1101-225B	BUSHING	ELLIOTT	25KV/200A APPARATUS BUSHING WELL
3	780-101	CT	GE	100A:5A CURRENT XFMR, RELAY CLASS C10
1	EB27B06SC	SB	GE	6 POLE CURRENT TRANSFORMER SHORTING BLOCK
LOT	SERIES 300	TB	MARATHON	600V/30A TERMINAL BLOCK
2	30047077	BATTERY	C&D	VRLA BATTERY MODEL# LS-12-100 6-CELL/UNIT
				24 VDC, 12 CELLS, 100AH
1	Ibox-1-U-A-U-U-A	iBOX RTU	GE	iBOX RTU CONTROLLER WITH DNP3 COMM. PROTOCOL, 24VDC
1	DX940-4RJ-L	ROUTER	GARRET COM	ROUTER WITH :
		Gb MODULE		DXC-2-GSFP, Gb MODULE, 2- SFP PLUGGABLE(SLOT
1	SFP-SX	X-CEIVER		FIBER OPTIC SFP TRANSRECEIVER, 1GB SX (SLOT A)
		DXC-4SERIAL		DXC-4SERIAL, 4-RS232/RS485/RS422 SOFTWARE
				SELECTIBLE SERIAL PORTS (SLOT D)
1	ACC-DX-00-RRM	RACK BRKT		REVERSE RACK MOUNT BRACKET
1	MNS-DX-SECURE	SOFTWARE		LICENCED SOFTWARE
1	MNS-DX-ADVAR	R-SOFTWARE		ADVANCED ROUTING SOFTWARE
1	A12B-6-24V-D1-12L	CHARGER	LaMARCHE	BATTERY CHARGER 208VAC-24 VDC, 60HZ
1		HTR	HEATREX	240V/150W HEATER
1	ATM1	FU	FERRAZ	1A FUSE FOR HEATER
2	30310	FUBLK	FERRAZ	30A/240V FUSE BLOCK
1		T-STAT		20A HEATER THERMOSTAT
1	129A555G01	FT -1	ABB	5 POLE CURRENT TEST SWITCH
1	6422120G4	PK2	GE-ITI	6 POLE VOLTAGE TEST SWITCH

NOTES:

- SOME PART NUMBERS MAY CHANGE DUE TO VERIFIED OPERATING SYSTEM OR THEIR EQUIVALENT

**CUSTOMER
APPROVAL REQUIRED**
(NOT FOR PRODUCTION)
DATE : 7-30-12

NORTH KINGSTOWN RI WIND

BILL OF MATERIAL

PARK				19197 SHERWOOD AVE. DETROIT, MICHIGAN 48234-2880				STORED FILE: NUMBER2012\17060-7.DWG			
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								PROJECT: NORTH KINGSTOWN RI WIND			
								DESCRIPTION: SWITCHGEAR BILL OF MATERIAL			
								CONSTRUCTION : OUTDOOR - NEMA 3R			
								RATED : 12.47KV, 3-PHASE, 4-WIRE			
1	08/03/12	RD	VT PART NUMBER TO 60:1 RATIO	MAIN BUS : 200A				NEUTRAL BUS: NO		GRD BUS: YES	DATE: 6-19-12
2	08/03/12	RD	BREAKER PART NUMBER & CT RATIO	ENGINEER : CG				P.O. # S013344261		SCALE:	
3	08/06/12	RD	RENUMBERED TO SHEET 7	SALESPERSON: RO				S.O. # 46196		QUOTE: R0367512	
				APPROVALS:				DRAWING# 17060		SHT# 7 OF 7	

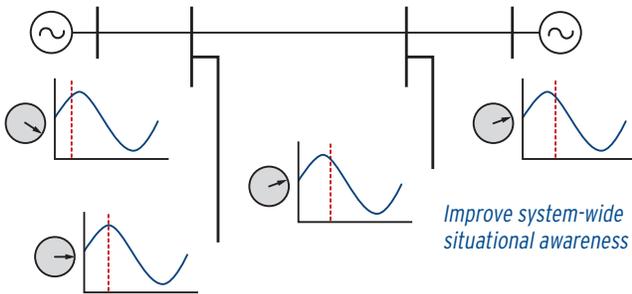
SEL-351A Protection System



The SEL-351A provides comprehensive distribution and overcurrent protection for control and monitoring in a compact, secure, and economical package.

Standard SEL-351A protection system.

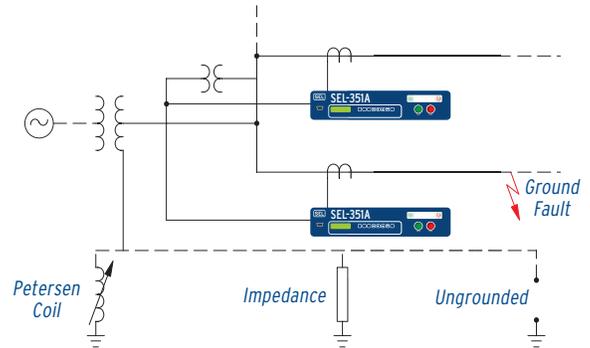
Built-In Synchrophasors



Improve system-wide situational awareness

Industry standard IEEE C37.118 protocol

Comprehensive Distribution Protection



Substation-Hardened Ethernet



Modbus[®] TCP, Telnet, DNP3, and IEC 61850 protocols

Withstands electrostatic air discharge of 15 kV

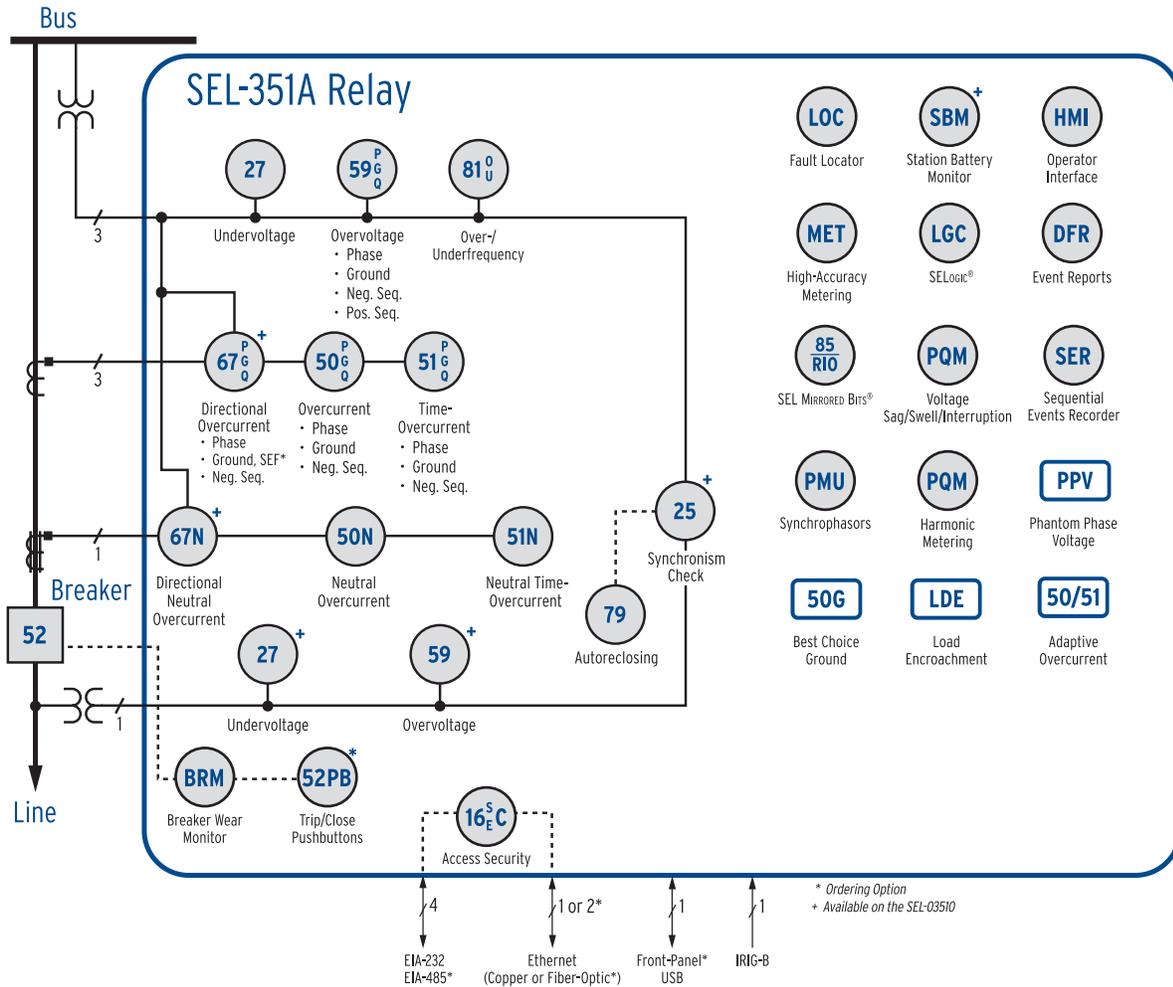
Industry-Leading Quality, Reliability, and Service

-40°C +85°C

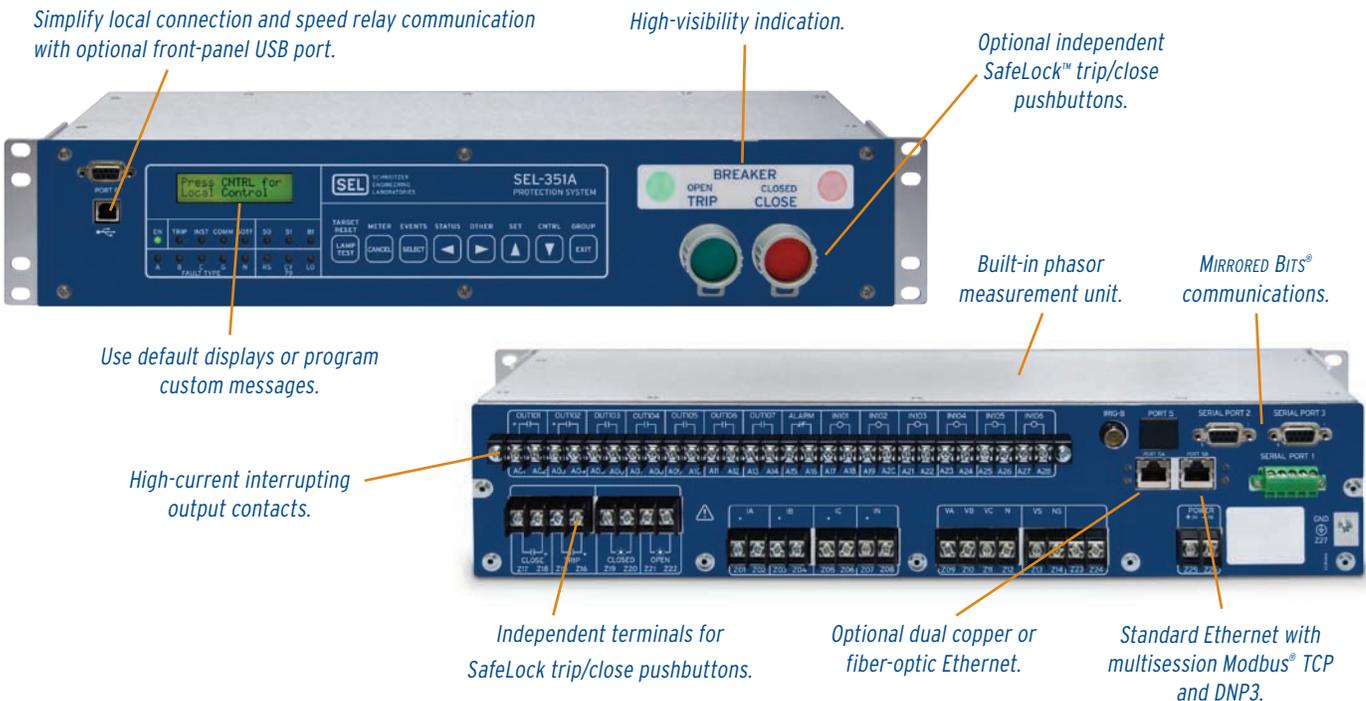


Making Electric Power Safer, More Reliable, and More Economical[®]

Functional Overview



Feature Overview



Flexible Communications

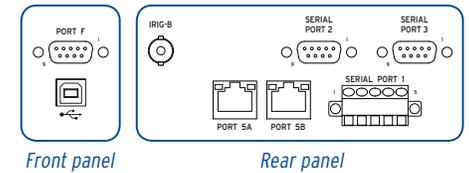
Communications Protocols

- MIRRORED BITS® Communications
- IEEE C37.118 Synchrophasors
- IEC 61850
- Modbus TCP
- Modbus RTU
- Telnet
- DNP3 Serial
- DNP3 IP
- Web Server
- Simple Network Time Protocol (SNTP)
- FTP
- SEL Fast Messages
- ASCII
- IRIG-B

Communications Media

- 10/100BASE-T Ethernet
- 100BASE-FX Ethernet
- EIA-232 Serial
- EIA-485 Serial
- USB Type B
- BNC

The SEL-351A Relay offers many communications options.

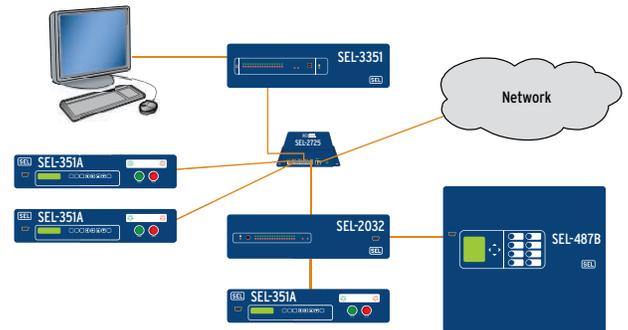


Integrate With Ethernet Networks

Apply SEL-351A Relays with Ethernet directly to a local network or through an SEL communications processor.

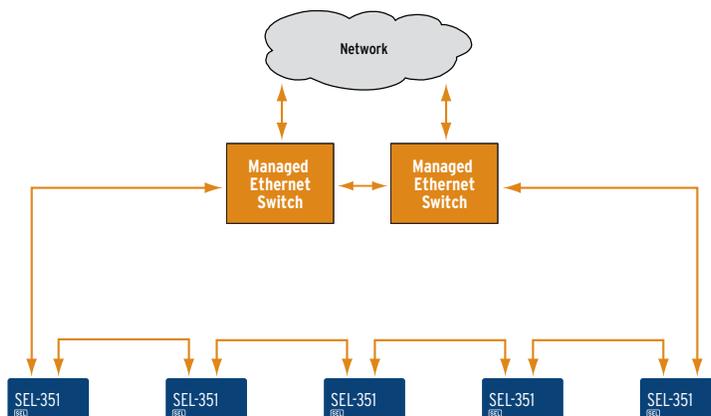
- Use DNP3 LAN/WAN or Modbus TCP to quickly send information through your networks.
- Provide information to the right people for improved system performance.
- Increase communications reliability with failover redundant communications ports.
- Transfer data with high-speed Ethernet for fast HMI updates and file uploads.
- Use popular Telnet applications for easy terminal communication with SEL relays and other devices.
- Combine IEC 61850 technology, Ethernet network, and the SEL-351A for the fastest overall performance of IEC 61850 relays for substation automation and control.

- Access basic relay information on a standard Ethernet network with the built-in web server. View relay status, Sequential Events Recorder (SER) reports, metering information, and settings. Web server access requires relay password and is limited to read-only viewing of information.
- Simplify wiring and installation by receiving a time signal over existing Ethernet networks. SNTP makes a good backup to more accurate IRIG-B time synchronization.

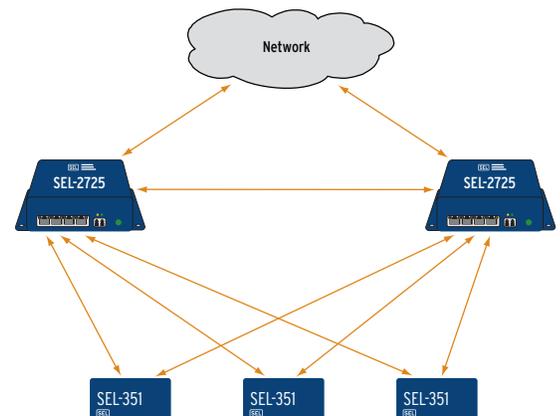


Reliable, Secure Networking Options

Increase network reliability and availability by incorporating dual-port Ethernet SEL-351A Relays with external managed or unmanaged switches. Implement a self-healing ring structure with managed switches, or use unmanaged switches in a dual-redundant configuration.



Typical network configuration for switched-mode operation.

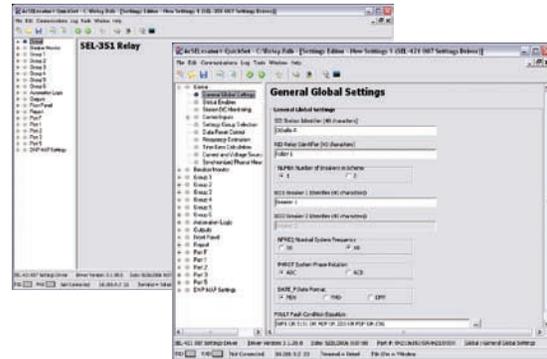


Typical network configuration for failover-mode operation.

Easy to Set and Use

Use acSELEATOR QuickSet® SEL-5030 Software to set, monitor, and control the SEL-351A.

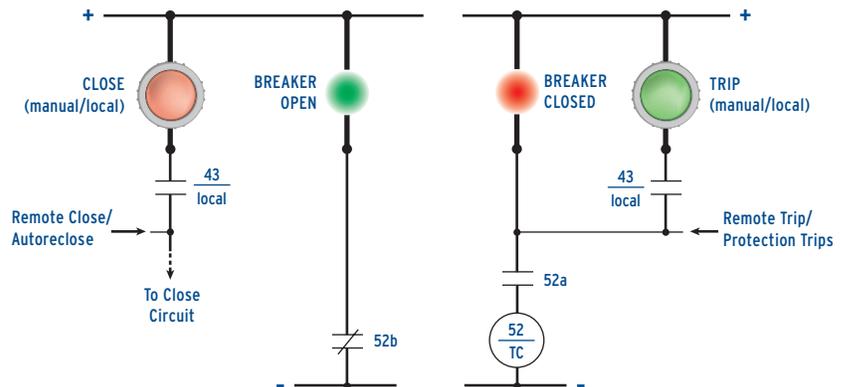
- Save engineering time while maintaining flexibility. Communicate with the SEL-351A through terminal software or with the acSELEATOR QuickSet graphical user interface.
- Develop settings offline with a menu-driven interface and completely documented help screens. Speed installation by copying existing settings files and modifying application-specific items.
- Simplify the setting procedure with rules-based architecture to automatically check interrelated settings—out-of-range or conflicting settings are highlighted for correction.
- Streamline configuration of IEC 61850-enabled relays with acSELEATOR Architect® SEL-5032 Software.



Easily set, monitor, and control the SEL-351A with acSELEATOR QuickSet® SEL-5030 Software.

Eliminate Panel-Mounted Breaker Control Switches

Specify optional SafeLock trip/close pushbuttons and indicating lamps for your next SEL-351A application. The independently operated switches and breaker status lamps are functional even if the relay is out of service. Switch contacts and indicating lamps are separately wired to screw-terminal blocks on the rear of the relay. Choose the wiring arrangement that best suits your need for breaker control and status indication. The trip/close pushbuttons are equipped with the SafeLock system to prevent inadvertent operation and facilitate tagout procedures.



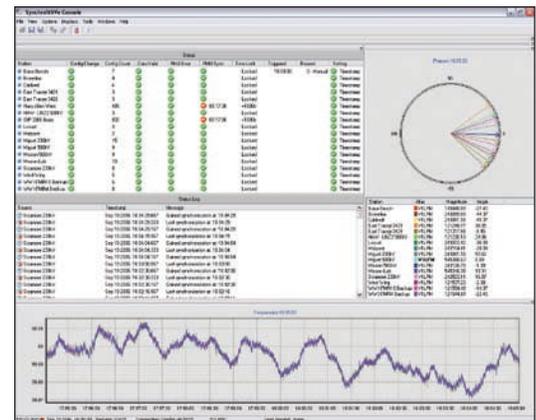
Optional trip/close pushbuttons operate independently from the relay function.

Add Synchrophasors to Your System

Improve System Performance With Synchrophasor Technology

SEL offers complete synchrophasor solutions, including hardware, communication, data collection, viewing and analysis software, and data archiving.

- Improve system performance using real-time, system-state measurement with the time-synchronized voltages and currents available in SEL-351A Relays.
- Help system operators prevent cascading blackouts and monitor system stability with a new synchrophasor view of the power system.
- Use SEL-5078 SYNCHROWAVE® Console Software or third-party software to view and analyze system phase angle, load oscillations, voltage profiles, and other critical system information. Stream synchrophasor data with IEEE C37.118 standard format at up to 60 messages per second.
- Monitor distribution and transmission networks to detect potential cascading voltage collapse before it happens.



SEL SYNCHROWAVE® Software displays and archives power system operating conditions.



Pullman, Washington USA
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GOLDWIND
GW82-1500
WIND TURBINE
TECHNICAL DOCUMENTATION

Extract of the test report
Power quality measurements on a wind turbine of the type Goldwind 82/1500kW
according to "IEC 61400-21 First Edition"

Report no.:
WT 7182/09
Page 1 of 2

Type:	Goldwind 82/1500	Manufacturer's specification:	
Manufacturer:	Goldwind Science & Technology Co. Ltd 107, Shanghai Road, Eco.& Tech. Devel. 830026 Urumqi China	Generic type of installation:	Synchronous
		Rated power P_{ng} :	1500 kW
		Rated wind speed v_{ng} :	12 m/s
Test report:	WT 7181/09	Rated apparent power S_n :	1500 kVA
Period of measurement:	2009-03-11 to 2009-03-23	Rated reactive power Q_n :	0 kvar
Order no. (WINDTEST) :	4280 08 04501 252	Rated current I_n :	1255 A
		Rated voltage U_n :	690 V

Performance:

P_{mc} [kW]	1500.0	P_{60} [kW]	1514.0	$P_{0.2}$ [kW]	1530.0
$p_{mc} = P_{mc} / P_n$	1.00	$p_{60} = P_{60} / P_n$	1.01	$p_{0.2} = P_{0.2} / P_n$	1.02
Output power [% of P_i]		Output power [kW]		Reactive Power [kvar]	
0..10		63.9		0.9	
10..20		221.2		-1.4	
20..30		378.9		-3.4	
30..40		508.4		-5.2	
40..50		668.4		-7.0	
50..60		816.5		-7.5	
60..70		970.1		-9.5	
70..80		1115.7		-9.4	
80..90		1270.6		-10.4	
90..100		1465.7		-10.4	
100..110		1506.3		-10.2	
Reactive Power at P_{mc} [kvar]			-10.5		
Reactive Power at P_{60} [kvar]			-11.3		
Reactive Power at $P_{0.2}$ [kvar]			-7.6		

Flicker:

Network impedance phase angle, ψ_k	30°	50°	70°	85°
Annual average wind speed, v_a (m/s)	Flicker coefficient, $c(\psi_k, v_a)$			
$v_a = 6.0$ m/s	1.61	1.50	1.38	1.31
$v_a = 7.5$ m/s	1.66	1.52	1.38	1.33
$v_a = 8.5$ m/s	1.66	1.52	1.38	1.33
$v_a = 10.0$ m/s	1.67	1.52	1.38	1.34

Extract of the test report
Power quality measurements on a wind turbine of the type Goldwind 82/1500kW
according to "IEC 61400-21 First Edition"

Report no.:
WT 7182/09
Page 2 of 2

Switching operations:)

Case of switching operation	Start-up at cut-in wind speed			
Max. number of switching operations, N_{10}	1			
Max. number of switching operations, N_{120}	5			
Grid impedance angle	30°	50°	70°	85°
Flicker step factor, $k_f(\psi_k)$	0.07	0.07	0.08	0.08
Voltage step factor, $k_u(\psi_k)$	0.15	0.13	0.13	0.13

Case of switching operation	Start-up at rated wind speed			
Max. number of switching operations, N_{10}	1			
Max. number of switching operations, N_{120}	5			
Grid impedance angle	30°	50°	70°	85°
Flicker step factor, $k_f(\psi_k)$	0.09	0.08	0.08	0.08
Voltage step factor, $k_u(\psi_k)$	0.90	0.68	0.39	0.17

Harmonics:

Order	Output power	Harmonic current	Order	Output power	Harmonic current	Order	Output power	Harmonic current
	[kW]	[% from I_n]		[kW]	[% from I_n]		[kW]	[% from I_n]
2	652.8	2.81	11	1444.5	0.44	22	1341.5	0.15
3	388.4	2.32	12	859.3	0.16	23	1341.5	0.27
4	652.8	1.56	13	1364.4	0.62	24	1341.5	0.10
5	652.8	1.72	15	1342.2	0.20	25	632.1	0.23
6	652.8	1.08	17	1429.3	0.17	26	1341.5	0.11
7	652.8	0.85	18	1173.6	0.11	27	1148.3	0.34
8	652.8	0.49	19	523.3	0.32	29	1041.9	0.31
9	652.8	0.33	20	1341.5	0.18	31	1210.0	0.20
10	28.9	0.24	21	1210.0	0.34	33	1421.9	0.11

Maximum THD [% from rated current]	4.52
Power at maximum THD [kW]	652.8

Remarks:

Reactive power at p_{mic} was determined from the existing data sets of reactive power (10-min-maximum-average-values)

This report is only valid in conjunction with the report WT 7181/09

WINDTEST Kaiser-Wilhelm-Koog GmbH
Sommerdeich 14 b
25709 Kaiser-Wilhelm-Koog

Date: 2008-05-29
Engineer: Dipl.-Ing. M. Voß
Tel./ Fax.: +49 4856 901-37 / - 859


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(Power Quality Department,
Test Engineer)


Dipl.-Ing. Arne Jensen
(Power Quality Department,
Test Engineer)



This report comprises 2 pages in total.

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GW XX/1500 Technical Description

GW XX/1500 Technical Description

1. General Information

Goldwind GW XX/1500 turbines are fully converted, direct drive, horizontal axis wind energy converters equipped with a three-blade, pitch-controlled rotor and produce a rated output of 1.5 MW. Optimum aerodynamic rotor efficiency at all wind speeds is achieved by using variable speed technology.

Highlights:

- **Highly efficient direct drive multi-pole permanent magnet generator**
 - Direct coupling of the multi-pole generator to the turbine rotor
 - No gearbox required
 - Reduced rotational speed of critical drivetrain components
 - Increased machining and assembly tolerances
 - Synchronous generator with permanent magnet excitation
 - High efficiency, particularly at partial load
 - No parasitic energy consumption required for generator excitation
 - No slip rings required for generator or excitation current transfer
 - External generator rotor concept
 - Compact design, comparatively small generator diameter
 - Passive air-cooling system
 - Highly efficient cooling without any additional energy demand
- **Blade pitch system and safety system**
 - Blade pitch system using toothed belts
 - No lubrication required
 - Improved precision in blade drive train
 - Eliminates concentrated metal-to-metal contact patch and wear associated with traditional geared designs
 - Decreased blade axial vibration
 - Brushless pitch motors
 - Double-layer capacitors for emergency pitch control
 - Eliminates lead-acid or gel batteries
 - Increased lifetime and decreased maintenance requirements
- **Fully converted power output**
 - Grid-friendly electrical interface
 - Best in class fault ride-through characteristics
 - Minimal component changes required for various rotor diameters or for 50 to 60 Hz transition

2. Rotor, Generator, and Nacelle

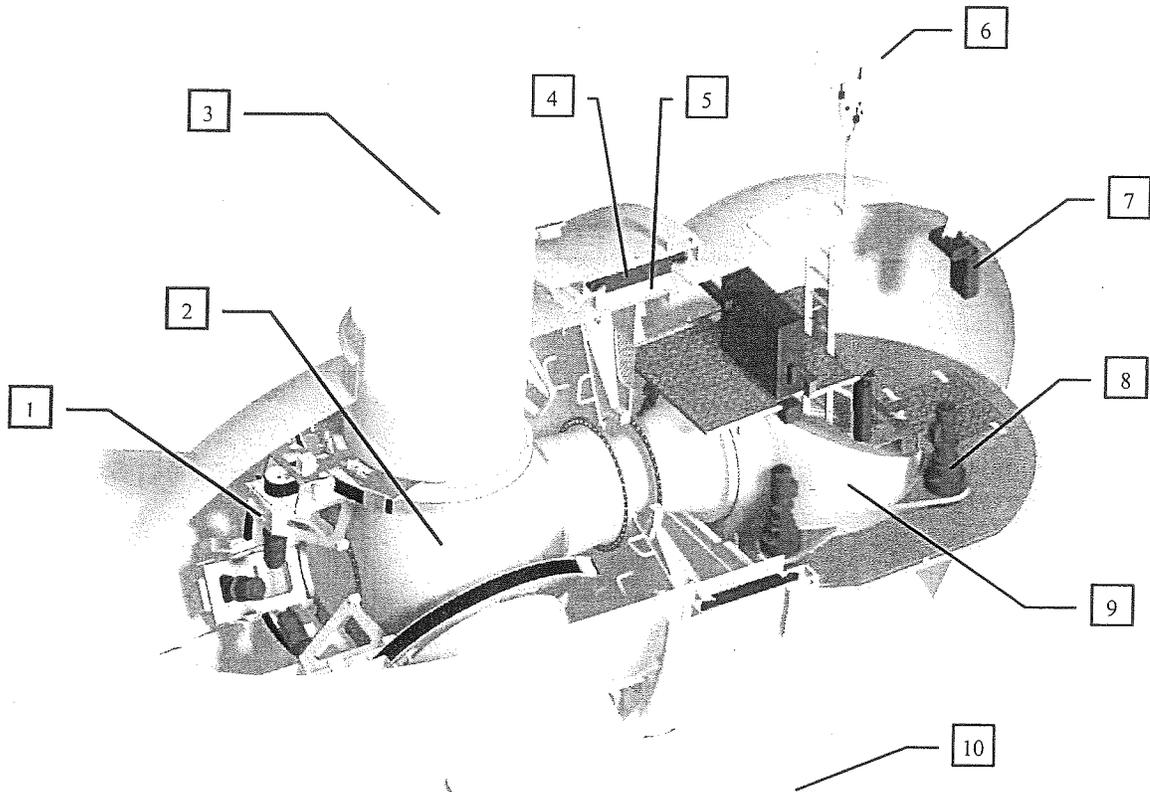


Figure 1 - Upper Section Cut-away View

- | | | | |
|---|--------------------|----|-------------------------|
| 1 | Blade pitch system | 6 | Wind measurement system |
| 2 | Cast hub | 7 | Auxiliary crane |
| 3 | Rotor blade | 8 | Yawing system |
| 4 | Generator-rotor | 9 | Machine base |
| 5 | Generator-stator | 10 | Tower |

Rotor

The Goldwind GW XX/1500 rotor blades convert linear air motion into rotor rotation. This transition results from aerodynamic lift forces on the rotor blades.

Goldwind turbines have three-bladed rotors that are equipped with active blade pitch systems. The blades are made of reinforced fiberglass and Goldwind offers nominal rotor diameter of 70, 77, 82, and 87 meters for the 1.5 MW models.

The rotor blades are constructed with integrated lightning protection. Lightning strikes are conducted from the rotor blade through the turbine's cast parts and tower to the grounding grid.

Each rotor blade is connected to the rotor's cast hub by a pitch bearing. The rotor blades are automatically pitched according to the wind speed to limit the rotor power output or to decelerate the rotor during shutdown. For maintenance, the rotor can be locked with a hydraulic disk brake and mechanically pinned in place.

Blade Pitch and Brake System

The blade-pitch system of the Goldwind GW XX/1500 allows each blade to be pitched independently. This provides power control and aerodynamic braking capabilities for the wind energy converter. At rated wind speed and above, the power input of the rotor is limited by the pitch system to 1,500 kW. This feature avoids overloading of the generator and converter systems. The controller monitors power output, blade pitch angles, and wind conditions, as well as variable speed operation to ensure optimal operating performance.

The three blade pitch mechanisms of the turbine also serve as a rotor brake. Moving the rotor blades into feathering position deprives the blades of lift and acts as a brake on the rotor.

The blade pitch system consists of three electrical drive trains each with independent super-capacitor energy storage components and a toothed belt power train. Each drive train consists of a three phase brush-less motor, geared reducer, and a drive belt; a power conversion and control unit; various position sensors. The capacitors eliminate the need for lead-acid or gel batteries. The drive motors used operate without brushes. All signals are transmitted by a DC-isolated profibus port, which is protected against over-voltage.

Unique to the Goldwind GW XX/1500 is the toothed belt transmission between the drive motor and rotor blade. This connection is insensitive to shock loading because multiple drive teeth are always in contact with the belt. This design offers a distinct advantage over traditional geared transmission systems where high drive forces act over a small metal-to-metal contact patch. The toothed belt setup also does not require lubrication and is insensitive to moisture and dirt.

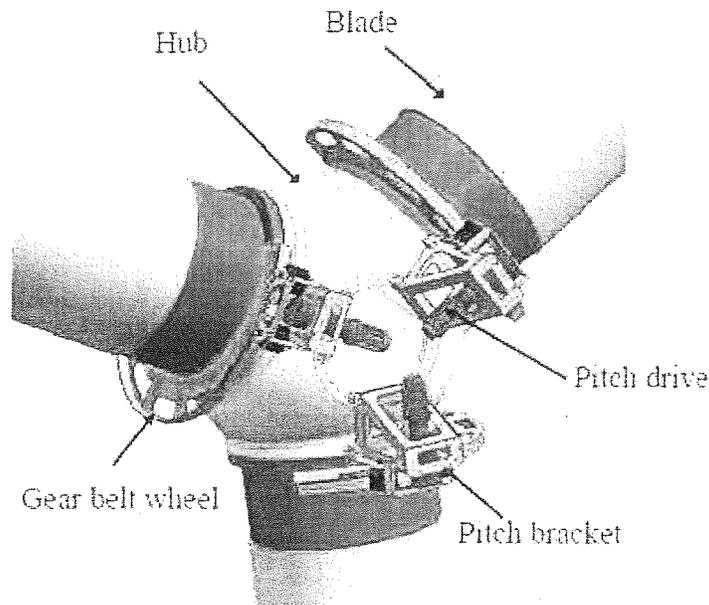


Figure 2 - Blade Pitch System

Direct Drive Multi-pole Permanent Magnet Synchronous Generator

The turbine's generator converts the rotational energy of the turbine rotor into electrical energy. It is a multi-pole synchronous generator with permanent magnet excitation. The turbine rotor drives the generator rotor directly, so no gearbox is required for power transmission.

The generator consists of the following primary components:

- Generator stator with six-phase winding
- Generator rotor with permanent magnet excitation

The generator is maintenance free except for periodic lubricating the main bearings.

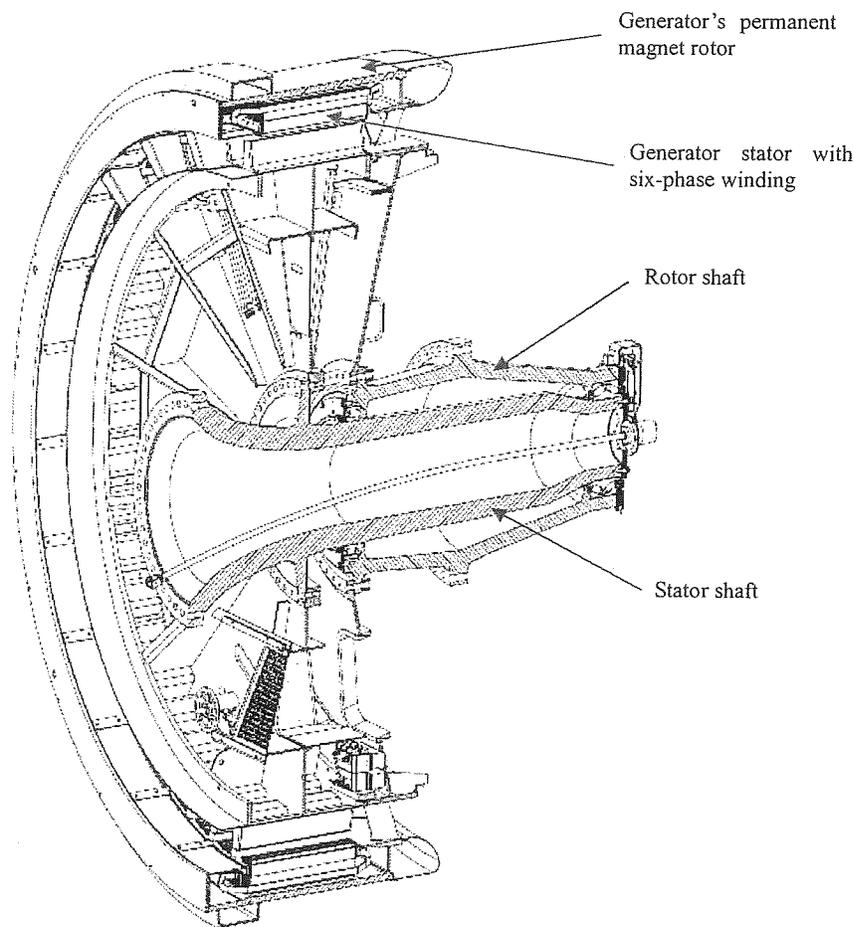


Figure 3 – Generator Assembly

Nacelle Design

The nacelle transmits all static and dynamic loads from the rotor and the generator to the tower. In addition, the nacelle houses the upper control cabinet, service crane and yaw system, and it supports the wind monitoring system (anemometer/wind-vane). Essentially, nacelle consists of three parts: a cast transition member for structural load transmission, a platform for walking and to support other components, and a shell made of reinforced fiberglass.

The cast transition part is connected to the tower via a yaw bearing and forms the structural connection between tower and rotor/generator assembly. The generator-stator is rigidly fixed to the cast transition part, and the generator-rotor and the turbine rotor are connected by bearings to a horizontal axis. All necessary system components are mounted to the platform that is fixed to the cast transition part. The fiberglass shell protects the sensitive components against weather.

The nacelle can be reached via a ladder from the highest tower platform. There is enough room for the service staff and all components can be accessed easily. A hatch in the bottom of the nacelle shell (on the opposite side from the rotor assembly) allows loads to be lifted into the nacelle with the service crane. The hub is accessible from the interior of the nacelle.

Yaw System

The yawing system aligns the nacelle and rotor with the wind direction based upon a signal from the wind vane installed on top of the nacelle. This wind data provides the basis for yaw corrections via electrically operated yaw motors. These motors are geared to the external teeth of the yaw bearing between the top tower section and the cast machine base.

The nacelle is held in its position by hydraulically operated brake calipers that grip a brake disk connected to the tower. At high wind speeds, the nacelle is adjusted to point into the wind direction (even if the wind energy converter is stopped) to reduce the structural loads on the brake and tower systems.

3. Converter and Control Systems

Frequency Converter

The electrical connection to the project collection circuitry is made through a frequency converter system and an external pad-mounted transformer. The frequency converter has been specially designed for use with the Goldwind synchronous generator.

The conversion equipment allows a complete separation of the generator operation from the project's electrical grid, so variable speed operation of generator is possible. This feature provides improved energy yield at partial load. At rated load and above, the structural loads on the turbine are reduced by this technology. At the generator input side of the converter, a twelve pulse uncontrolled rectifier with a subsequent step-up converter is used to avoid voltage peaks (du/dt loads) in the generator windings. This arrangement results in a very simple but robust layout.

In the grid-side of the converter, two separate IGBT-twigs per phase are used which reduce harmonics. The whole converter system is air-cooled.

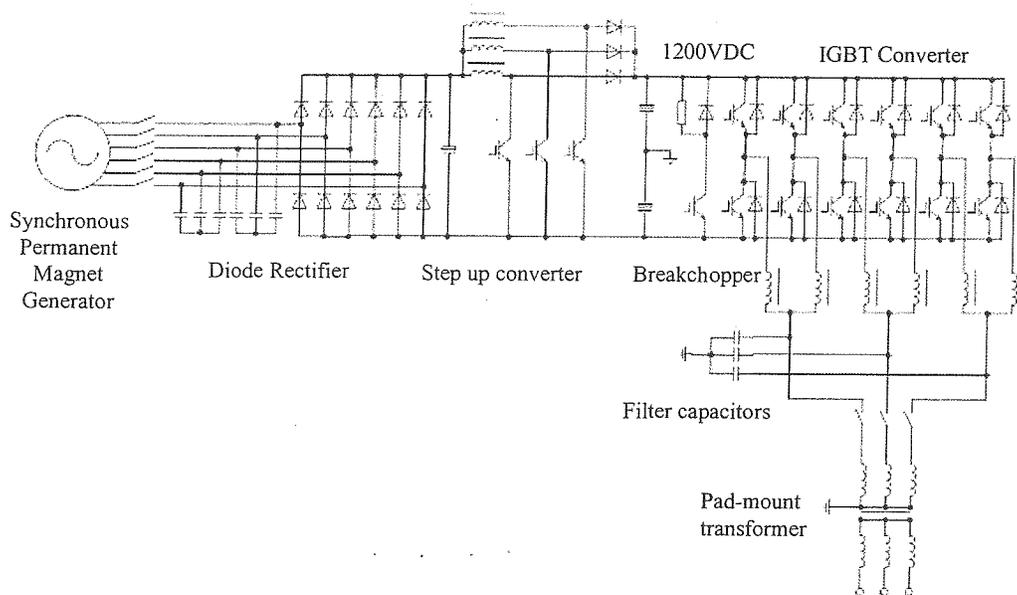


Figure 4 - Conversion System

Control System

The Goldwind GW XX/1500 has a microprocessor based control unit that independently adjusts and controls the turbine's operating parameters. As such, outside data entry or control is not required.

The control unit uses sensors to retrieve information about external conditions (wind speed, wind direction) and all operating parameters of the wind energy converter (power, rotor speed, blade pitch). Based on this data, the plant management controls the turbine to optimize energy yield and to ensure safe turbine operation. At partial load, the rotor speed is adjusted by modifying the generator output. At rated load and above, the nominal power capacity is achieved with blade pitch adjustment.

Wind gusts can be converted into an increased rotational speed of the generator rotor rather than increasing torque in the turbine drive train as is typical for conventional fixed speed technology. As a result, the Goldwind GW XX/1500 is able to "absorb" wind speed changes and act as an energy storage cache during such gusts. This operating characteristic reduces the shock loading that is so detrimental to conventional turbine drive trains.

The turbine operates in a wind speed range of 3 meters per second up to a 10 minute average of 22 meters per second. Shutoff occurs at higher speeds if sustained winds do not average higher than 22 m/s in order to maximize energy capture from the turbine. The wind turbine will automatically stop operating outside this wind speed range.

External operating performance monitoring and control of the turbine is possible through a project signal network and a central SCADA computer. The central SCADA computer is accessible via a Web interface from anywhere in the world

4. Structural Support

Tower

The steel tower supports the nacelle and the rotor and transfers the loads and forces from the turbine into the foundation. The tower consists of segments held together by bolted flange connections. It is interfaced to the foundation by the foundation insert.

The control cabinet, converter, transformer and low voltage switchgear are mounted at the tower base. The tower is equipped with an internal ladder with a fall restraint system, and optionally with an internal service lift. Relaxation or safety platforms are installed near the top of each tower section. The top platform has a ladder allowing access to the nacelle. The tower and the nacelle are lighted and provided with convenience receptacles. In case of power failure, an emergency lighting system ensures adequate illumination for egress.

Inside the tower there are also power and signal cables. The signal cables are optical fiber. The cables hang in the upper tower section from the nacelle to allow yawing. After several yaw rotations the wind turbine, cables are automatically untwisted. The base of the tower is accessible from outside by a stair and a locking door.

Foundation

The foundation secures and stabilizes the wind turbine. Loading information is provided by Goldwind to allow foundation design by the client. The base tower section interfaces with the foundation by means of a foundation mounting part (a short tower section cast into the foundation) and is compatible with a large variety of foundation types including raft or floating foundation, caissons, pier caps, or rock anchor variants.

5. Technical Specifications

Table 1 - Goldwind GW XX/1500 Wind Turbine Technical Specifications

Parameter	GW 70	GW 77	GW 82	GW 87	
Operation parameters	Rated Power	1500 kW			
	Cut-in wind speed	3 m/s			
	Rated wind speed	11.8 m/s	11 m/s	10.3 m/s	9.9 m/s
	Cut-out wind speed	25 m/s (10 min) or 32 m/s (5 sec)	22 m/s (10 min) or 32 m/s (5 sec)		
	Survival wind speed (3s)	70 m/s (IEC class IA)	59.5 m/s (IEC class (IIA))	52.5 m/s (IEC class IIIA)	
	Design lifetime	≥ 20year			
	Operating ambient temperature	-30° C to +40° C			
	Standby ambient temperature	-40° C to +50° C			
Rotor	Nominal Diameter	70 m	77 m	82 m	87 m
	Actual Diameter	70 m	77 m	82 m	86.6m
	Swept area	3,850 m ²	4,654 m ²	5,324 m ²	5,890 m ²
	Speed range	10.2 – 19 rpm	9 – 17.3 rpm	9 – 17.3 rpm	9 – 16.6 rpm
	Number of blades	3			
	Blade type	LM 34P or similar	LM 37.3P or similar	LM 40.0P or similar	LM 42.1P or similar
Generator	Type	Multi-pole synchronous generator, permanent magnet excited			
	Rated power	1500 kW			
	Design	Direct drive			
	Rated current	660 A			
	Rated rotation speed	19 rpm	17.3 rpm	17.3 rpm	16.6 rpm
	Protection class	IP23			
	Insulation category	F (≤ 150 ° C)			
Converter	Type	IGBT-converter			
	Protection class	IP54			
	output power factor regulated range	-0.95 to +0.95			
	Rated output voltage	620 / 690V			
	Rated output current	1397 / 1255A			
Yawing system	Design concept	electrical drive motor			
	Rate of movement	0.45°/sec			
	Yawing system	Electric drive motors and hydraulic brakes for hold and damping			

Brake system	Aerodynamic braking	Redundant blade pitch systems			
	Mechanical braking	Hydraulic-brake for system braking			
	Hub service	Dual mechanical pins			
Control system	Type	PLC			
Lighting protection	Design Standards	According to IEC1024-1, comply with GL standard			
	Earth Resistance	$\leq 4\Omega$			
Tower	Type	Steel tube			
	Hub height	65 & 85 m	61.5, 85, & 100 m	70, 75, 85, & 100 m	70, 75, 85, & 100 m

6. Power and Thrust Coefficient Curves

Table 1 – Power Curves

Wind Speed (m/s)	Air Density 1.225 kg/m ³ , Zero T.I.			
	GW 70	GW 77	GW 82	GW 87
3	11	20	27	26
4	58	75	90	97
5	126	154	183	201
6	223	272	323	354
7	359	437	519	568
8	541	658	779	853
9	774	932	1087	1197
10	1039	1216	1416	1500
11	1323	1492	1500	1500
12	1500	1500	1500	1500
13	1500	1500	1500	1500
14	1500	1500	1500	1500
15	1500	1500	1500	1500
16	1500	1500	1500	1500
17	1500	1500	1500	1500
18	1500	1500	1500	1500
19	1500	1500	1500	1500
20	1500	1500	1500	1500
21	1500	1500	1500	1500
22	1500	1500	1500	1500
23	1500			
24	1500			
25	1500			

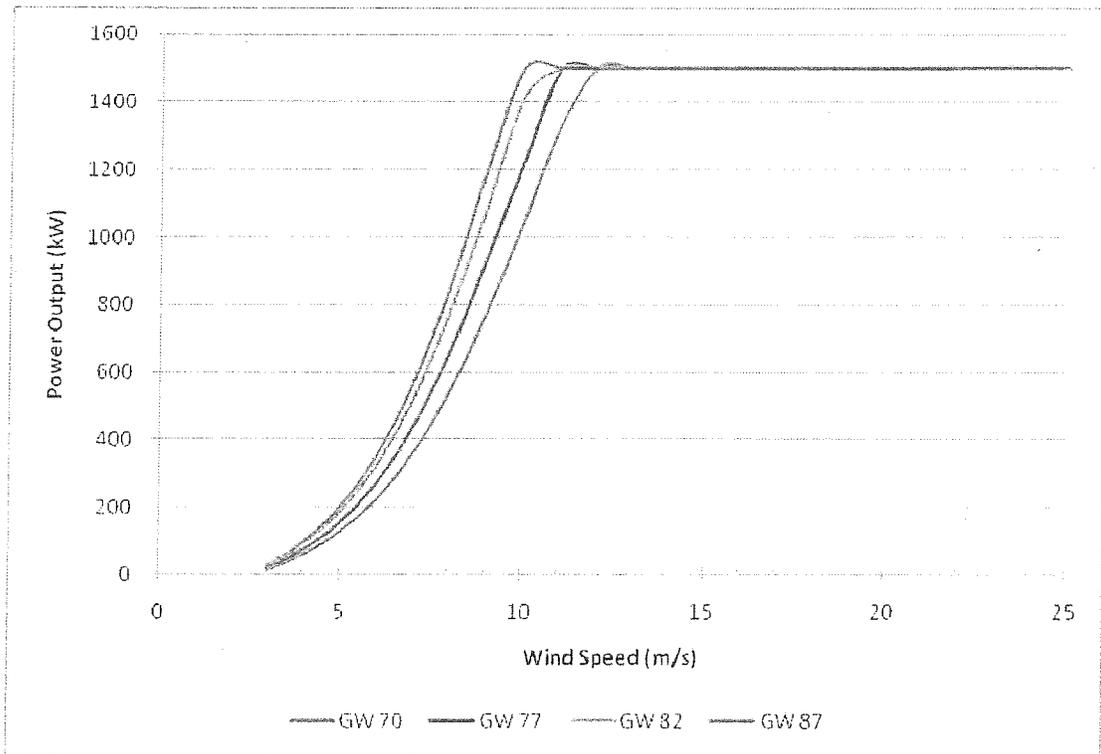


Figure 5 - Goldwind 1.5 MW Turbine Power Curves

Table 2 – Thrust Curves

Wind Speed (m/s)	Air Density 1.225 kg/m ³ , Zero T.I.			
	GW 70	GW 77	GW 82	GW 87
3	1.056	1.067	1.001	1.117
4	0.885	0.865	0.826	0.885
5	0.791	0.807	0.792	0.799
6	0.791	0.807	0.793	0.799
7	0.791	0.807	0.793	0.799
8	0.791	0.807	0.793	0.799
9	0.782	0.764	0.731	0.748
10	0.721	0.688	0.665	0.611
11	0.663	0.612	0.464	0.411
12	0.523	0.409	0.339	0.304
13	0.382	0.308	0.261	0.234
14	0.296	0.242	0.206	0.186
15	0.237	0.195	0.167	0.150
16	0.194	0.160	0.138	0.124
17	0.162	0.134	0.115	0.104
18	0.136	0.113	0.098	0.088
19	0.117	0.097	0.084	0.076
20	0.101	0.084	0.073	0.065
21	0.088	0.073	0.064	0.057
22	0.077	0.064	0.056	0.051
23	0.068			
24	0.061			
25	0.055			

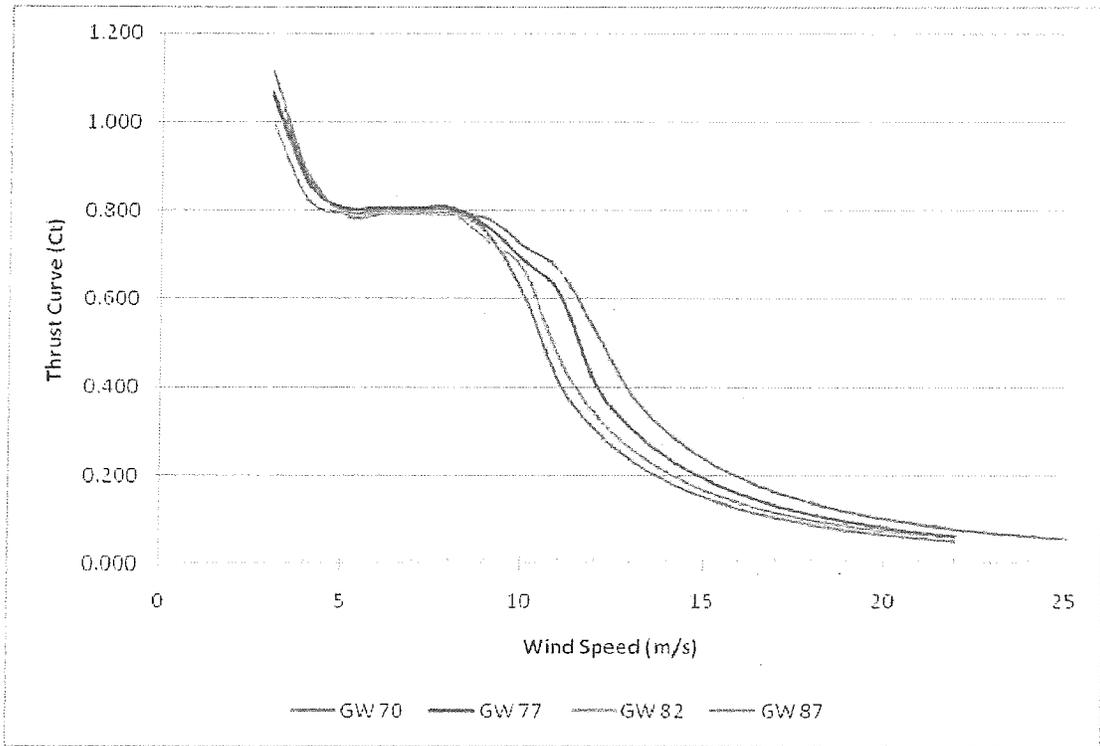


Figure 6 - Goldwind 1.5 MW Turbine Thrust Curves

7. Certification and Test Reports

Table 3 - Wind turbine Design Assessment (all by TUV-Nord)

Turbine Type	Hub Height (m)	IEC Class	Blade Type	Status
GW 70/1500	65	IA	LM 34	Underway
	85	IIA		Complete
GW 77/1500	61.5	IIA	LM 37.3	Complete
	85			
	100			
GW 82/1500	70	IIIA	LM 40	Underway
	75			
	85			
	100			
GW 87/1500	70	IIIA	LM 42.1	Underway
	75			
	85			
	100			

Table 4 - Wind Turbine Performance Test Reports

Turbine Type	Test Item	Standard	Testing Organization
GW 70/1500	Measurement of power curve of wind turbine	IEC 61400-12-1	WINDTEST
	Measurement of electrical characteristics of wind turbine	IEC 61400-21	WINDTEST
	Acoustical emissions of wind turbine	IEC 61400-11	WINDTEST
GW 77/1500	Measurement of power curve of wind turbine	IEC 61400-12-1	WINDTEST
	Measurement of electrical characteristics of wind turbine	IEC 61400-21	WINDTEST
	Acoustical emissions of wind turbine	IEC 61400-11	WINDTEST
GW 82/1500	Measurement of power curve of wind turbine	IEC 61400-12-1	WINDTEST
	Measurement of electrical characteristics of wind turbine	IEC 61400-21	WINDTEST
	Acoustical emissions of wind turbine	IEC 61400-11	WINDTEST
GW 87/1500	Measurement of power curve of wind turbine	IEC 61400-12-1	WINDTEST (underway)
	Measurement of electrical characteristics of wind turbine	IEC 61400-21	WINDTEST (underway)
	Acoustical emissions of wind turbine	IEC 61400-11	WINDTEST (underway)

8. WTG Transportation Requirements

Table 5 – Indicative Weights and Dimensions of Primary Components

Common Components				
Item	Length (mm)	Width (mm)	Height (mm)	Mass (kg)
Hub	4,500	4,000	3,500	14,190
Nacelle- cap	4,050	3,900	3,770	12,765
Nacelle -bottom	4,000	2,700	1,920	200
Generator	5,002	4,982	3,410	45,900
Spinner	3,400	3,400	2,200	790

Rotor Blades				
Item	Length (mm)	Width (mm)	Height (mm)	Mass (kg)
Blade for 70m RD (each)				
Blade for 77m RD (each)	37,630	2,550	2,980	8,000
Blade for 82m RD (each)	40,283	4,014	2,794	8,200
Blade for 87m RD (each)	42,130	4,000	2,800	8,200

61.5m Tower				
Item	Length (mm)	Diam 1 (mm)	Diam 2 (mm)	Mass (kg)
Tower, upper part	31,400	2,570	2,700	32,597
Tower, bottom part	27,000	2,700	4,200	45,818
Tower, foundation ring	1,650	4,200	4,200	6,165

65m tower				
Item	Length (mm)	Diam 1 (mm)	Diam 2 (mm)	Mass (kg)
Tower, upper part	22,800	2,800	2,570	22,144
Tower, middle part	25,000	4,200	2,800	34,210
Tower, bottom part	13,800	4,200	4,200	27,707
Tower, foundation ring	1,650	4,200	4,200	6,096

70m Tower				
Item	Length (mm)	Diam 1 (mm)	Diam 2 (mm)	Mass (kg)
Tower, top section	24,350	2,583	3,120	28,276
Tower, middle section	24,750	3,120	4,000	43,577
Tower, lower section	18,700	4,000	4,200	45,171
Foundation ring	1,650	4,422	4,200	7,547

85m Tower				
Item	Length (mm)	Diam 1 (mm)	Diam 2 (mm)	Mass (kg)
Tower, upper part	22,480	2,570	3,295	23,203
Tower, upper-middle part	22,090	3,295	4,200	33,757
Tower, middle part	18,520	4,200	4,200	37,666
Tower, lower section	18,710	4,200	4,200	58,858
Foundation ring	1,650	4,515	4,200	11,351

100m Tower				
Item	Length (mm)	Diam 1 (mm)	Diam 2 (mm)	Mass (kg)
Tower, top section	19,723	2,570	3,370	19,046
Tower, upper-middle section	16,432	3,370	4,200	22,073
Tower, middle section	27,760	4,200	4,200	54,899
Tower, lower-middle section	20,860	4,200	4,200	62,695
Tower, lower section	12,025	4,200	4,200	59,341
Foundation ring	1,800	4,496	4,200	11,351

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Exhibit E – Impact Study or ISRDG Agreement

This Agreement, dated _____, is entered into by and between **Wind Energy Development, LLC** (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting an Impact Study relative to the Standard Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Impact Study pertains to Application Number **RI-15772951** (the Interconnecting Customer’s application ID number).

1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer’s application.
2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
3. Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Impact Study without the Interconnecting Customer’s consent to have the other studies conducted.
4. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within $\pm 25\%$) and a Detailed Study Agreement and its estimated cost.
5. Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer’s proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer’s risk.
6. The Impact Study fee of **\$10,000.00** (except as noted below) is due in full prior to the execution of the Impact Study. For a Renewable Interconnecting Customer the ISRDG Study fee is as per Table 2 in Section 3.5 of the interconnection tariff.
7. Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer’s cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer’s previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer’s cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer’s previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that

The Narragansett Electric Company
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Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

8. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 11 below.
9. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
10. Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its 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 for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer. Moreover, with respect to an ISRDG provided to a Renewable Interconnecting Customer, the Company may not be held liable or responsible if the actual costs exceed the estimate as long as the estimate was provided in good faith and the interconnection was implemented prudently the Company.

11. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
12. This agreement shall be construed and governed in accordance with the laws of the State of Rhode Island and the Providence Plantations.
13. All amendments to this Agreement shall be in written form executed by both Parties.
14. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
15. This Agreement will remain in effect for a period of up to two years from its effective date.
16. This Agreement may be terminated under the following conditions.
 - a) The Parties agree in writing to terminate the Agreement.
 - b) The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.
 - c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff.

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Interconnecting Customer:

Narragansett Electric Company d/b/a National Grid:

Name: Mark DePasquale

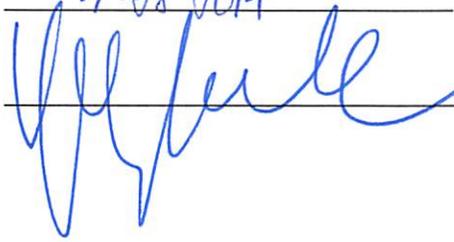
Name: _____

Title: membership member

Title: _____

Date: 4.28.2014

Date: _____

Signature: 

Signature: _____

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Exhibit E – Impact Study or ISRDG Agreement

This Agreement, dated _____, is entered into by and between **Wind Energy Development, LLC** (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting an Impact Study relative to the Standard Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Impact Study pertains to Application Number **RI-15772951** (the Interconnecting Customer’s application ID number).

1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer’s application.
2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
3. Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Impact Study without the Interconnecting Customer’s consent to have the other studies conducted.
4. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within $\pm 25\%$) and a Detailed Study Agreement and its estimated cost.
5. Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer’s proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer’s risk.
6. The Impact Study fee of **\$10,000.00** (except as noted below) is due in full prior to the execution of the Impact Study. For a Renewable Interconnecting Customer the ISRDG Study fee is as per Table 2 in Section 3.5 of the interconnection tariff.
7. Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer’s cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer’s previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer’s cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer’s previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

8. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 11 below.
9. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
10. Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its 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 for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer. Moreover, with respect to an ISRDG provided to a Renewable Interconnecting Customer, the Company may not be held liable or responsible if the actual costs exceed the estimate as long as the estimate was provided in good faith and the interconnection was implemented prudently the Company.

11. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
12. This agreement shall be construed and governed in accordance with the laws of the State of Rhode Island and the Providence Plantations.
13. All amendments to this Agreement shall be in written form executed by both Parties.
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 - c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff.

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Interconnecting Customer:

Narragansett Electric Company d/b/a National Grid:

Name: Mark DePasquale

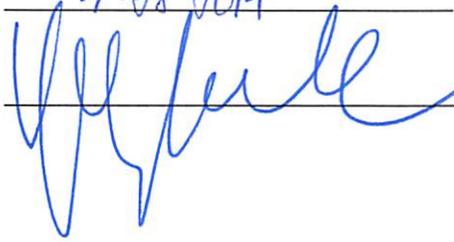
Name: _____

Title: membership member

Title: _____

Date: 4.28.2014

Date: _____

Signature: 

Signature: _____

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Generating Facility Expedited/Standard Process Interconnection Application

Contact Information

Date Prepared: 9/17/2012 _____

Legal Name and address of Interconnecting Customer (or, Company name, if appropriate)

Customer or Company Name: Wind Energy Development, LLC _____ Contact Name: Mark DePasquale _____

Mailing Address: 1130 Ten Rod Road, Suite E-102 _____

City: North Kingstown _____ State: RI _____ Zip Code: 02852 _____

Telephone (Primary): 401-295-4998 x 204 _____ Telephone (Secondary): 401-580-2060 _____

Fax: 401-295-4944 _____ E-Mail (s): md@wedenergy.com _____

Alternative Contact Information (e.g. system installation contractor or coordinating company)

Name: David Colombo, Power Engineers, LLC _____

Mailing Address: 37 Fox Den Road _____

City: Kingston _____ State: MA _____ Zip Code: 02364 _____

Telephone (Primary): 508-612-0382 _____ Telephone (Secondary): _____

Fax: 781-936-8641 _____ E-Mail (s): Dave@PowerEngineersLLC.com _____

Ownership (include % ownership by any electric utility): Wind Energy Development, LLC _____

Generating Facility Information

Address of Facility (if different from above): Flat River Road, WED Coventry "4" located at 41d41.108059'N, 71d43.70807'W _____

City: Coventry _____ State: RI _____ Zip Code: 02816 _____

Electric Service Company: National Grid Account Number: 29156-35006 Meter Number: _____

Work Request Number (For Upgrades or New Service): 15731450 _____

Type of Generating Unit: Synchronous Induction Inverter

Manufacturer: Goldwind _____ Model: GW82-1500 _____

Nameplate Rating: 1500_ (kW) 0_ (kVAr) 690_ (Volts) Single or Three Phase

Prime Mover: Fuel Cell Recip Engine Turbine Photo Voltaic Other Specify: _____

Energy Source: Solar Wind Hydro Diesel Natural Gas Fuel Oil Other Specify: _____

For Solar PV provide system DCC-STC rating: _ (kW) Requesting Feasibility Study? Yes No

Need an air quality permit from RIDEM? Yes No Not Sure

If "yes", have you applied for it? Yes No IEEE1547.1(UL1741) Listed? Yes No

Generating system already exists on current account? Yes No

Planning to Export Power? Yes No A Cogeneration Facility? Yes No

Anticipated Export Power Purchaser: National Grid

Export Form: Simultaneous Purchase/Sale Net Purchase/Sale Net Metering Other

Specify:

Est. Install Date: 12/2013 _____ Est. In-Service Date: 08/2014 _____ Agreement Needed By: 10/2013 _____

Application Process

The Narragansett Electric Company
Standards for Connecting Distributed Generation

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true:

Interconnecting Customer Signature: [Signature] Title: number Date: 9.19.13

National Grid Signature: [Signature] Title: CSR Date: 10/02/13

December 28, 2011

Wind Energy Development, LLC
1130 Ten Rod Road, Suite E-102
North Kingstown, RI 02852
mdepasquale@windenergydevelopmentllc.com

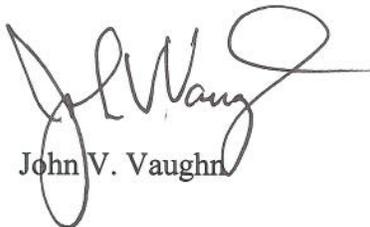
Mr. DePasquale,

I am pleased to provide you with the attached, fully executed contract for the project below, pursuant to the "Standard Contract" approved by the Rhode Island Public Utilities Commission at the Open Meeting for Docket No. 4288 on November 30, 2011.

Project Name: North Kingstown Green
Project Location: 42 Thornton Way, North Kingstown, RI 02852
Technology: Wind
Nameplate: 1.5 MW
Contract Price: \$0.1335/kWh

If you have any questions with respect to this contract, please direct them to my Manager of Environmental Transactions, Corinne Abrams at 516.545.5435.

Congratulations on the completion of this critical milestone in the development of your renewable energy project.



John V. Vaughn

POWER PURCHASE AGREEMENT
BETWEEN
THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID,
AS BUYER
AND
THE SELLER IDENTIFIED HEREIN

POWER PURCHASE AGREEMENT

COVER SHEET

This **POWER PURCHASE AGREEMENT** (this "**Agreement**") is entered into as of December 28, 2011 (the "**Effective Date**") by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation ("**Buyer**"), and the Seller identified below ("**Seller**" and, together with Buyer, each a "**Party**" and collectively the "**Parties**"). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

Seller: Wind Energy Development, LLC

Type of Organization and Jurisdiction of Organization of Seller: A Rhode Island Limited Liability Company

Address for Notices:

Street: 1130 Ten Rod Road, Suite E-102
City: North Kingstown, RI Zip: 02852
Attention: Mark Depasquale
Fax: 401-295-4944
Email: mdepasquale@windenergydevelopmentllc.com

Facility Description:

Location:
Street: 42 Thornton Way
City: North Kingstown, RI Zip: 02852

Technology: Wind

Fuel Type: Not Applicable

Operational Limitations: The total outage requirements in the form of down time for this turbine is one week annually.

Delivery Point: Pole #75-2 (41°34'35.21" N and 71°29'19.61" W) located at Ten Rod Road, North Kingstown, RI

Is the Facility a Net Metered Facility: yes no

Proposed Hourly Output: 1,380 kWh per hour of Energy and a corresponding amount of all other Products

Projected Annual Energy Output (first two Contract Years): 3,095 MWh annually

Projected Project Useful Life: 21 Years

Performance Guarantee Deposit \$ 46,425.00

Seller's Permits:

Construction Permits

Federal Permits	Regulatory Authority(ies)
Aeronautical Study No. 2010-WTE-1072-OE	Federal Aviation Administration
State Permits	Regulatory Authority(ies)
Local/County Permits	Regulatory Authority(ies)
Building Permit B-10-0789	Town of North Kingstown

Operating Permits

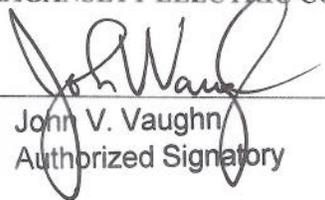
Federal Permits	Regulatory Authority(ies)
State Permits	Regulatory Authority(ies)
Interconnection Agreement	National Grid
Local/County Permits	Regulatory Authority(ies)

Bundled Price per MWH: \$ 133.50 per MWh

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.

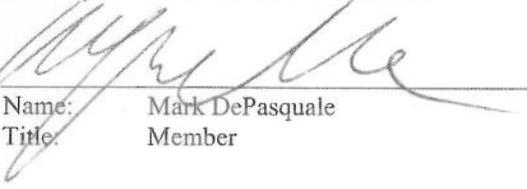
BUYER:

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

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

SELLER:

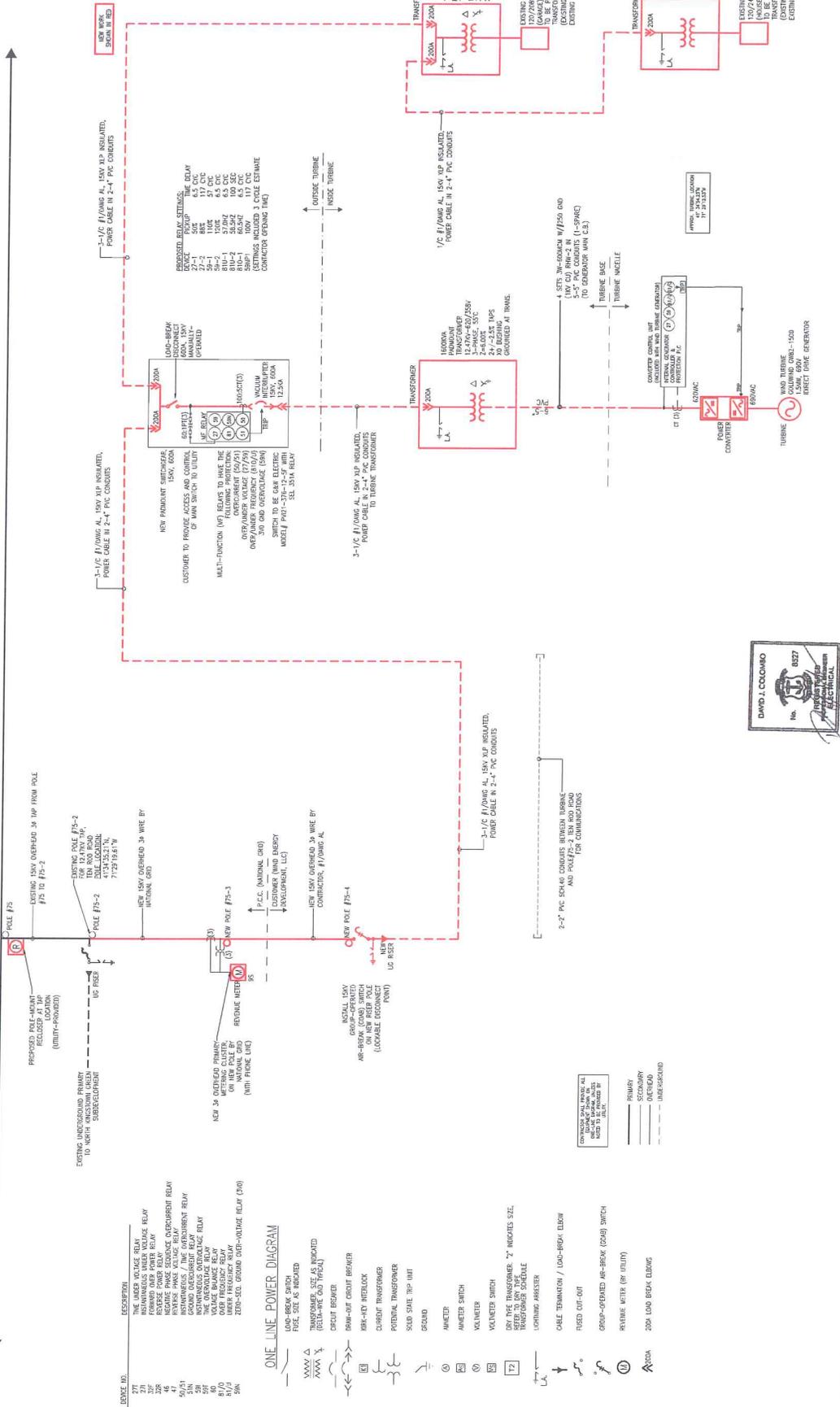
WIND ENERGY DEVELOPMENT, LLC

By: 
 Name: Mark DePasquale
 Title: Member

Appendix A to Cover Sheet

Diagram of Interconnection and Delivery Points

EXISTING 12.47KV NATIONAL GRID THREE-PHASE
OVERHEAD PRIMARY LINE
TEN ROD ROAD, NORTH KINGSTOWN, RI



POWER ENGINEERS, LLC
 10000 ROUTE 1
 NORTH KINGSTOWN, RI 02881
 (401) 885-0000
 www.powerengineersllc.com

WIND ENERGY DEVELOPMENT, LLC
 1 KINGSTOWN GREEN 1.5MW WIND TURBINE
 PROPOSED ONE-LINE DIAGRAM

PROJ. NO. 148
DATE: 03/2010

PROJ. NO. 148
DATE: 03/2010

SCALE: HORIZ. NONE
VERT. 1"=200'

GRAPHIC SCALE

PROJ. MANAGER: []
CHIEF DESIGNER: []
REVIEWED BY: []
DATE: []

REVISIONS

NO.	DATE	DESCRIPTION

DAVID J. COLOMBO
 No. 627
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF RHODE ISLAND

10-03-2011

REVISIONS

NO.	DATE	DESCRIPTION

REVISIONS

NO.	DATE	DESCRIPTION

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In addition to terms defined in the Cover Sheet 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. There is an Index of Definitions at the end of this Agreement.

“**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.

“**Board**” shall mean the Distributed Generation Standard Contract Board established pursuant to R.I.G.L. Section 39-26.2-9 and any successor thereto.

“**Business Day**” shall mean a day on which Federal Reserve member banks in New York, New York are open for business.

“**Capacity**” shall mean all capacity from the Facility as determined by ISO-NE’s Seasonal Claimed Capability rating (or successor or replacement rating used to measure capability) as defined in the ISO-NE Rules that is obligated to deliver and receive payments in the Forward Capacity Market (or its successor market) as set forth in the ISO-NE Rules; provided, however, that in the case of a Net Metered Facility, Capacity means only that portion of capacity from such Facility associated with the Excess Energy Output.

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

“**Certificates**” shall mean an electronic certificate created pursuant to the Operating Rules of the GIS or any successor thereto to represent the generation 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.

“**Code**” shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time or any successor law, and regulations issued pursuant thereto.

“**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.

“**Commercial Operation Date**” shall mean the date on which the conditions set forth in Section 3.3(b) have been satisfied, as set out in a written notice from Seller to Buyer.

“**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.

“**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 Shortfall, an amount equal to (a) the positive net amount, if any, by which the Replacement Price exceeds the applicable Price that would have been paid pursuant to Section 5.1 and the Cover Sheet, multiplied by the quantity of that Delivery Shortfall, plus (b) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of Seller’s failure to deliver such Products in accordance with the terms of this Agreement. Buyer shall provide a statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

“**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.

“**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 rules of the Interconnecting Utility, (ii) RECs, to supply RECs in accordance with Section 4.7(e) and (iii) Capacity, delivery consistent with Section 4.8.

“**Delivery Point**” shall mean the Facility’s busbar on Seller’s side of the interconnection point with Buyer’s distribution system located within the Facility substation, the currently contemplated location of which is shown as the revenue meter location in Appendix A to the Cover Sheet hereto.

“**Distributed Generation Facility**” shall mean a Generation Unit that is a Newly Developed Renewable Energy Resource located in Buyer’s ISO-NE load zone, with a nameplate capacity no greater than five MW using eligible renewable energy resources as defined by R.I.G.L. § 39-26-5, including biogas created as a result of anaerobic digestion, but, specifically excluding all other listed eligible biomass fuels, and connected to the electric distribution system owned by Buyer.

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

“Energy” shall mean electric “energy,” as such term is defined in the ISO-NE Tariff, generated by the Facility as measured in kWh (unless otherwise noted) in Eastern Prevailing Time, less such Facility’s station service use, generator lead losses and transformer losses, which quantity for purposes of this Agreement will never be less than zero.

“Environmental Attributes” shall mean any and all generation attributes under the Renewable Energy Standard and/or 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 the favorable generation or environmental attributes of the Facility or the Products produced by the Facility, up to and including the Proposed Hourly Output, during the Services Term.

“Excess Energy Output” shall mean, in the case of a Net Metered Facility, that portion of the Energy generated by the Facility in any calendar month of the Services Term that is in excess of one hundred percent (100%) of the aggregate Energy consumption by the net metering customer(s) (as defined in R.I.G.L. § 39-26.2-2) for that Net Metered Facility during that calendar month.

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

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

“Financial Closing Date” shall mean the date of signing of the initial agreements for any Financing of the Facility.

“Financing” shall mean indebtedness, whether secured or unsecured, loans, guarantees, notes, equity, convertible debt, sale-leaseback or other tax-equity transactions, bond issuances, recapitalizations and all similar financing or refinancing.

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

“GIS” shall mean the New England Power Pool 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.

“Good Utility Practice” shall mean compliance with all applicable laws, codes, regulations, ISO-NE Rules, ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the electric industry in New England 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 industry in New England.

“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.

“Interconnecting Utility” shall mean the utility providing interconnection service for the Facility to the transmission or distribution system of that utility.

“Interconnection Agreement” shall mean an agreement between Seller and the Interconnecting Utility regarding the interconnection of the Facility to the transmission or distribution system of the Interconnecting Utility, as the case may be, as the same may be amended from time to time.

“Interconnection Point” shall have the meaning set forth in the Interconnection Agreement.

“Internal Bilateral Transaction” means the purchase or sale of electric energy or regulation obligations between two market participants internal to NEPOOL.

“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 and capacity and capacity testing in effect from time to time.

“ISO-NE Rules” shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, 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 from time to time.

“kW” shall mean a kilowatt.

“kWh” shall mean a kilowatt-hour.

“Large Distributed Generation Project” shall mean a Distributed Generation Facility that has a nameplate capacity that exceeds the size of a Small Distributed Generation Project but is no greater than 5 MW.

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

“**Lender**” shall mean any party providing Financing for the development, construction, and ownership of the Facility, or any refinancing of that Financing, and 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.

“**Moody’s**” shall mean Moody’s Investors Service, Inc., and any successor thereto.

“**MW**” shall mean a megawatt.

“**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.

“**NERC**” shall mean the North American Electric Reliability Council and shall include any successor thereto.

“**Net Metered Facility**” shall mean a Distributed Generation Facility that participates in net metering (as defined in R.I.G.L. § 39-26.2-2) pursuant to R.I.G.L. Chapter 26.2.

“**Network Upgrades**” shall mean any upgrades to the Pool Transmission Facilities and the Transmission Provider’s transmission and distribution systems, including any System Modifications under the Interconnection Agreement, necessary for Delivery of the Energy to the Delivery Point, including those that are necessary for the Facility’s Capacity to be recognized as a Capacity Resource pursuant to the ISO-NE Rules.

“**Newly Developed Renewable Energy Resource**” shall have the meaning given to that term in R.I.G.L. § 39-26.1-2(6).

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

“**Non-Peak Months**” shall mean the months of September, October, April and May.

“**Notification Time**” shall mean 1:00 p.m. Eastern Prevailing Time on a Business Day.

“**Operational Limitations**” of the Facility are the parameters set forth in the Cover Sheet hereto describing the physical limitations of the Facility.

“**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.

“**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.

“**Posted Collateral**” shall mean all amounts delivered to or received by Buyer as the Performance Guarantee Deposit. All Posted Collateral shall be in the form of Cash.

“**Price**” shall mean the purchase price(s) for Products referenced in Section 5.1 hereof and the Cover Sheet hereto.

“**Products**” shall mean Energy, Capacity, RECs and all other products or output associated with the Facility that have a positive value under the ISO-NE Rules or ISO-NE Practices; provided, however, that (i) if the Facility is a Net Metered Facility, only Energy, Capacity, RECs and such other products or output that are associated with the Excess Energy Output shall be deemed Products; provided, further that Energy, Capacity and RECs generated by the Facility in excess of the Proposed Hourly Output shall not be deemed Products, regardless of whether the Facility is a Net Metered Facility.

“**Projected Annual Energy Output**” shall mean the historic average of actual generation of the Facility or, for a Net Metered Facility, the Excess Energy Output of the Net Metered Facility since the Commercial Operation Date or, solely for the period up to and including the Contract Year immediately after the Contract Year in which the Commercial Operation Date occurred, the amount identified on the Cover Sheet hereto.

“**PUC**” shall mean the Rhode Island Public Utilities Commission and shall include its successors.

“**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) “A2” 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 “A2” by Moody’s, if such entity is rated by either S&P or Moody’s but not both.

“**Renewable Energy Certificates**” or “**RECs**” shall mean all of the Certificates and any and all other Environmental Attributes associated with the Products or otherwise produced by the Facility which conform with the eligibility criteria set forth in the applicable Rhode Island regulations and are eligible to satisfy the Renewable Energy Standard, and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of generation from such Newly Developed Renewable Energy Resource.

“Renewable Energy Standard” shall mean the requirements established pursuant to R.I.G.L. § 39-26-1 et seq. and the regulations promulgated thereunder that requires all retail electricity sellers in Rhode Island (except Block Island Power Company and Pascoag Utility District) to provide a minimum percentage of electricity from eligible renewable energy resources, and such successor laws and regulations as may be in effect from time to time.

“Replacement Energy” shall mean Energy purchased by Buyer as replacement for any Delivery Shortfall.

“Replacement Price” shall mean the price at which Buyer, acting in a commercially reasonable manner, purchases Replacement Energy and Replacement RECs plus (i) transaction and other administrative costs reasonably incurred by Buyer in purchasing such Replacement Energy and Replacement RECs and (ii) additional transmission charges, if any, reasonably incurred by Buyer to transmit Replacement Energy to the Delivery Point; provided, however, that (a) in no event shall Buyer be required to utilize or change its utilization of its owned or controlled assets, contracts or market positions to minimize Seller’s liability, (b) Buyer shall have no obligation to purchase Replacement Energy and/or Replacement RECs, and (c) if Buyer does not purchase Replacement Energy and/or Replacement RECs, the market value of Energy and/or RECs at the time of the Delivery Shortfall (as reasonably determined by Buyer) will replace the price at which Buyer purchases Energy and/or Replacement RECs in the calculation of the Replacement Price.

“Replacement RECs” shall mean any generation or environmental attributes, including any Certificates or other certificates or credits related thereto reflecting generation by a Newly Developed Renewable Energy Resource that are purchased by Buyer as replacement for any Delivery Shortfall.

“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 4.4 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price multiplied by the quantity of that Rejected Purchase, plus (b) any applicable penalties assessed by ISO-NE or any other Person against Seller as a result of Buyer’s failure to accept such Products. Seller shall provide a written statement 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, plus transaction and other administrative costs reasonably incurred by Seller in re-selling such 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.

“RTO” shall mean ISO-NE and any successor organization or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to the 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 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.

“Seasonal Claimed Capacity” shall mean the maximum dependable load carrying ability of the Facility in the summer or winter, excluding capacity required for use by the Facility, as determined by ISO-NE pursuant to the ISO-NE Rules.

“Small Distributed Generation Project” shall mean a Distributed Generation Facility that has a nameplate capacity no larger than the following: solar, 500 kW; wind, 1.5 MW; and Distributed Generation Facilities other than solar or wind, 1.0 MW or such lesser amount as may be established from time to time pursuant to applicable Law.

“Transfer” shall mean, with respect to any Posted Collateral, and in accordance with the instructions of the Party entitled thereto, payment or transfer by wire transfer into one or more bank accounts specified by the Party to whom such Cash is being delivered.

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

“Unit Contingent” means that Seller is obligated to deliver Products only to the extent that the Facility operates and generates Products.

2. EFFECTIVE DATE; CONDITIONS; TERM

2.1 **Term.** 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.

2.2 Services Term. 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 fifteen (15) years from the Commercial Operation Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

3. **FACILITY DEVELOPMENT AND OPERATION**

3.1 Critical Milestones.

(a) Commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones (“Critical Milestones”) on or before the date set forth in this Section 3.1(a):

(i) receipt of all Permits necessary to construct the Facility, as set forth on the Cover Sheet hereto, in final form, by the date that is sixteen (16) months after the Effective Date;

(ii) acquisition of all required real property and other site control rights necessary for construction and operation of the Facility, for interconnection of the Facility to the Interconnecting Utility, for construction of the Network Upgrades (to the extent it is Seller’s responsibility to do so) and for performance of Seller’s obligations under this Agreement, by the date that is sixteen (16) months after the Effective Date;

(iii) issuance of a full notice to proceed by Seller to its general construction contractor and commencement of construction of the Facility by the date that is sixteen (16) months after the Effective Date;

(iv) achievement of an hourly Energy generation rate or, in the case of a Net Metered Facility, hourly Excess Energy Output, that is equivalent to the Proposed Hourly Output for at least four complete hours (which do not need to be four consecutive hours), which amount shall be adjusted to the extent required to reflect a lack of availability of a motive energy (such as wind speed or insolation), and other factors, as proposed by Seller’s engineer and accepted by Buyer in its reasonable discretion (the “Output Demonstration”) within eighteen (18) months after the Effective Date; and

(v) achievement of the Commercial Operation Date by the date that is twenty (20) months after the Effective 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, which information will be acceptable to Buyer in its reasonable discretion.

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

(d) If the Facility does not achieve the Output Demonstration by the milestone date set out in Section 3.1(a)(iv), then (i) Buyer shall retain the full amount of the Performance Guarantee Deposit and (ii) this Agreement shall automatically terminate on such milestone date, and upon such termination neither Party will have any further liability to the other hereunder. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to a failure of the Facility to achieve the Output Demonstration 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 retention of the Performance Guarantee Deposit as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(e) If the Facility does not achieve the Commercial Operation Date by the Commercial Operation Date milestone set out in Section 3.1(a)(v), either Party may terminate this Agreement within sixty (60) days after such date by written notice to the other Party (which termination shall be effective upon delivery of such notice), and upon such termination neither Party will have any further liability to the other hereunder.

3.2 Construction. At 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 A, and shall provide supporting documents and detail regarding the same upon Buyer’s request. 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

3.3 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. Energy, Capacity and RECs generated prior to the Commercial Operation Date shall not be deemed Products and shall not be Delivered and sold to, or purchased by Buyer.

(b) The Commercial Operation Date shall occur on the date on which the Facility is 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 and ISO-NE Practices for the delivery of the Products to Seller have been satisfied, and all performance testing for the Facility has been successfully completed, provided Seller has also satisfied, and continues to satisfy, 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 Interconnecting Utility in accordance with the Interconnection Agreement;

(ii) 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 (including any Network Upgrades) 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 the Cover Sheet hereto;

(iii) Seller has (i) qualified the Facility as an “eligible renewable energy resource” pursuant to Section 5.0 of the Code of Rhode Island Rules 90-060-015 and (ii) otherwise satisfied the requirements for the Facility to be a Distributed Generation Facility;

(iv) Seller has established all ISO-NE-related accounts and entered into all ISO-NE-related agreements (including without limitation registration of the Facility as a “settlement only generator” in the ISO-NE Settlement Market System) 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;

(v) Seller has provided to Buyer I.3.9 confirmation from ISO-NE regarding approval of generation entry, has submitted the Asset Registration Form (as defined in ISO-NE Practices) for the Facility to ISO-NE and has taken such other actions as are necessary to effect the transfer of the Energy to Buyer in the ISO-NE Settlement Market System;

(vi) Seller has substantially completed the Facility and has successfully completed all pre-operational testing and commissioning for the Facility in accordance with manufacturer guidelines;

(vii) Seller has satisfied and continues to satisfy all Critical Milestones that precede the Commercial Operation Date in Section 3.1;

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

(ix) Seller has obtained any and all necessary authorizations from FERC to sell Energy

from the Facility and shall be in compliance with such authorization; and

(x) the Facility, as constructed to date, is under the sole control of Seller (including without limitation with respect to the operation, maintenance and management of the Facility) and is either owned or leased by Seller, and Seller is a party to all material contracts relating to the construction, operation, management and maintenance of the Facility.

3.4 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, any Transmission Provider, the Interconnecting Utility, NERC and/or any regional reliability entity, 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.

(b) Outages. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to schedule all Generator Maintenance Outages during Non-Peak Months, and shall schedule all Generator Planned Outages (as defined in the ISO-NE Rules) during Non-Peak Months. Seller shall provide Buyer with a schedule setting forth all Generator Planned Outages for the next twelve (12) months no later than January 15th of each calendar year of the Services Term, and shall provide Buyer with notice of any Generator Maintenance Outage within twenty-four (24) hours after Seller schedules such Generator Maintenance Outage.

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

(d) ISO-NE Status. Seller shall, at all times during the 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 to the extent required under this Agreement.

(e) Forecasts. Commencing at least thirty (30) days prior to the Commercial Operation Date and continuing throughout the Services Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Utility Practice.

(f) Eligible Renewable Energy Resource. Seller shall be solely responsible for certifying the Facility with the PUC as a renewable energy resource pursuant to Section 6.0 of the Code of Rhode Island Rules 90-060-015 (as amended from time to time) and maintaining such certification throughout the Services Term; provided, however, that if the Facility ceases to qualify as a renewable energy resource solely as a result of a change in Law, Seller shall only be required to use commercially reasonable efforts to maintain such certification after that change in Law.

(g) Compliance Reporting. If Buyer is subject to any certification or compliance reporting requirement with respect to the Products delivered to Buyer hereunder, then 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.

(h) 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.

(i) 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. Seller shall indemnify Buyer against any and all claims arising out of or related to environmental matters relating to the Facility or the Facility site and against any costs imposed on Buyer as a result of Seller's violation of any applicable Law, or ISO-NE or NERC requirements.

(j) FERC Status. Seller shall maintain the Facility's status as a QF or EWG at all times after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output, including Energy and Capacity, of the Facility or an exemption from the requirement that it have such authority.

3.5 Interconnection and Delivery Services.

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 any applicable Governmental Entity and the Interconnecting Utility; provided, however, that the PUC may reduce the portion of the Network Upgrade costs to be paid by Seller, so long as the PUC expressly directs that any such Network Upgrade costs not paid by Seller shall be recovered by Buyer in its retail rates in the calendar year following the year in which such Network Upgrade costs are incurred.

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, the Products produced by the Facility and capable of being Delivered, up to and including the Proposed Hourly Output, in accordance with the terms and conditions of this Agreement. The aforementioned obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same is Unit Contingent and shall be subject to the operation of the Facility.

(b) Buyer shall not be obligated to purchase or accept any Products to the extent that such Products (i) exceed the Proposed Hourly Output in any hour or (ii) are Energy, or RECs associated with Energy, that is produced using any fuel or energy source other than one that qualifies the Facility as a Distributed Generation Facility.

(c) Seller shall Deliver the Products produced by the Facility, up to and including the Proposed Hourly Output, 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.

4.2 Scheduling and Delivery of Energy.

(a) During the Services Term, Seller shall Schedule Deliveries of Energy hereunder with ISO-NE within the defined Operational Limitations of the Facility and in accordance with this Agreement, all ISO-NE Practices and ISO-NE Rules, as applicable. Buyer shall have no obligation to pay for any Energy not transferred to Buyer in the Real Time Energy Market 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 or distribution system). Delivery of the Energy is contemplated to occur within the ISO-NE Settlement Market System through Seller's registration of the Facility as a generation asset and assignment of the Energy to Buyer in such ISO-NE Settlement Market System. Buyer may, in its sole discretion, direct Seller to deliver Energy through any other appropriate ISO-NE market mechanism.

(b) Penalties or similar charges assessed by a Transmission Provider and caused by noncompliance 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 shall at all times during the Services Term be designated as the "Lead Market Participant" (or any successor designation) for the Facility and shall be solely responsible for any obligations and liabilities, including all charges, penalties and financial assurance obligations, imposed by ISO-NE or under the ISO-NE Rules and ISO-NE Practices with respect to the Facility, other than as set forth in Section 4.8.

4.3 Failure of Seller to Deliver Products.

In the event that Seller fails to satisfy any of its obligations to Deliver any of the Products hereunder in accordance with Section 4.1 and Section 4.2, and such failure is not excused under the express terms of this Agreement (a "**Delivery Shortfall**"), Seller shall pay Buyer an amount for such Delivery Shortfall 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 Shortfall 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.

4.4 Failure by Buyer to Accept Delivery of Products. If Buyer fails to accept or pay for all or part of any of the Products to be purchased by Buyer hereunder and such failure to accept is not 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 Energy shall be Delivered hereunder by Seller to Buyer at the Delivery Point. Seller shall be responsible for the costs of delivering its Energy to the Delivery Point consistent with all standards and requirements set forth by the FERC, ISO-NE, the Interconnecting Utility and any other applicable Governmental Entity and any applicable tariff.

(b) Seller shall be responsible for all applicable charges associated with transmission and/or distribution interconnection, service and delivery charges, including all related ISO-NE administrative fees and other FERC-approved charges in connection with the Delivery of Energy to and at the Delivery Point.

(c) Buyer shall be responsible for all losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE, Interconnecting Utility or applicable system costs or charges associated with transmission incurred, in each case, in connection with the transmission of Energy delivered under this Agreement from and 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, the GIS Operating Rules and any applicable requirements and standards issued by NERC, the Interconnecting Utility, and ISO-NE; provided that each Meter shall be tested at Seller's expense once each Contract Year. The Meters shall be used for the registration, recording and transmission of information regarding the Energy output of the Facility. 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 (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Energy 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, 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 Energy produced by the Facility shall be adjusted as far back as can reasonably be ascertained, but no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, in accordance with the filed tariff of the Interconnecting Utility, 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 Energy to the Delivery Point. Seller shall make recorded meter data available monthly to Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test 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 Energy 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 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.

4.7 RECs.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to the Facility's Environmental Attributes, including the RECs, associated with the Facility's Energy Delivered during the Term in accordance with the terms of this Section 4.7.

(b) All Energy provided by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility pursuant to the Renewable Energy Standard; provided, however, that if the Facility ceases to qualify as a Newly Developed Renewable Energy Resource solely as a result of a change in Law, Seller shall only be required to use commercially reasonable efforts to ensure that all Energy provided by Seller to Buyer from the Facility under this Agreement meets the requirements for eligibility pursuant to the Renewable Energy Standard after that change in Law.

(c) At Buyer's request and at Seller's sole cost, Seller shall seek qualification under the renewable portfolio standard or similar law of New York and/or one or more New England states (in addition to Rhode Island) and/or any federal renewable energy standard. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maintain such qualification at all times during the Services Term, or until Buyer indicates such qualification is no longer necessary. Seller shall also submit any information required by any state or federal agency (including without limitation the PUC) with regard to administration of its rules regarding Environmental Attributes or its renewable energy standard or renewable portfolio standard to Buyer or as directed by Buyer.

(d) Seller shall comply with all GIS Operating Rules relating to the metering of Energy, 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 such RECs. In addition, at Buyer's request, Seller shall 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) Buyer may, solely at its discretion, offer to provide data from the Meters to the GIS if the PUC authorizes Buyer to do so. Seller may, solely at its discretion, accept such offer, and if Seller selects such offer, Seller shall reimburse Buyer for all costs it incurs in providing such data to the GIS. Buyer shall have no liability or responsibility for any data provided to the GIS under this Section 4.7(e).

(f) Prior to the delivery of any 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 transfer of the Certificates to be Delivered hereunder to Buyer in the GIS. In the event any Certificates associated with the RECs to be delivered to Buyer under this Agreement are not actually deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing) on the date such Certificates are created in the GIS, Buyer shall notify Seller accordingly in writing and Seller shall, within ten (10) Business Days of receipt of such notice, credit Buyer with the value of the RECs associated with those Certificates, calculated in accordance with Section 2 of Exhibit B. Notwithstanding the foregoing or any other provision of this Agreement (including without limitation Exhibit B) to the contrary, Buyer shall withhold from any payment due to Seller under Section 5.2 after either (x) the date that is seven (7) months prior to the end of the Services Term or (y) the date on which Buyer has exercised a right to terminate this Agreement prior to the expiration of the Services Term an amount equal to the value of the RECs (calculated in accordance with Section 2 of Exhibit B) that would otherwise be included in that payment, and such withheld amount shall be paid to Seller within fifteen (15) days after the Certificates associated with those RECs have been deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing).

4.8 Capacity.

(a) If the Facility is a Large Distributed Generation Facility, Buyer will be the "Project Sponsor" for the Facility under the ISO-NE Rules, and Buyer may, but shall not be required to, qualify the Facility as an Existing Capacity Resource in the Forward Capacity Market after the Commercial Operation Date and participate in every Capacity Commitment Period in the Forward Capacity Market with respect to the Facility. In such case, the following shall apply:

(i) Buyer shall communicate to Seller the general information that Buyer will require to qualify the Facility as an Existing Capacity Resource in the ISO-NE Forward Capacity Market in advance of the beginning of the relevant qualification period.

(ii) For the initial submission by Buyer with respect to the Facility, Buyer will provide Seller with the data requirements for qualifying the Facility as an Existing Capacity Resource in the Forward Capacity Market, and Seller shall provide such requested data within five (5) Business Days of that request. Seller will provide any data subsequently requested by Buyer within two (2) Business Day of that subsequent request by Buyer.

(iii) Without limiting the generality of the foregoing, Seller shall take commercially reasonable actions (including providing Buyer with reasonably requested data and information) necessary in order for Buyer (i) to qualify the Facility in the Forward Capacity Market, (ii) to clear the Facility in each Forward Capacity Auction after the Commercial Operation Date with the maximum Seasonal Claimed Capability available for the Facility, (iii) to secure a Capacity Supply Obligation for the Facility in each Forward Capacity Auction after the Commercial Operation Date and (iv) to avoid the Facility being de-listed from the Forward Capacity Market, consistent with this Section 4.8.

(b) If the Facility is a Small Distributed Generation Facility, Buyer may, in its sole discretion and after consultation with the Rhode Island Division of Public Utilities and Carriers and the Board, elect to require Seller to comply with the requirements of Section 4.8(a) with respect to the Facility.

(c) To the extent that any payment is made with respect to the Facility in the ISO-NE Forward Capacity Market, such payment shall be due solely to Buyer, and Seller shall have no rights or claims with respect to such payment.

(d) Any failure of Seller to perform its obligations under this Section 4.8 shall not be a Default or Event of Default; provided that the Bundled Price paid by Buyer for the Products shall at all times while such failure is continuing be reduced by the product of the Forward Capacity Market clearing price in dollars per kW-month times the following conversion factor:

$$\frac{(12 \text{ months/year}) \times (1000 \text{ kW/MW})}{8760} \text{ hours/year}$$

which reduction shall be reasonably calculated by Buyer. Such reduction shall be in effect beginning with the first capability period following Seller's failure to perform its obligations under the Section 4.8 and shall continue until the

beginning of the capability period immediately following Seller's compliance with this Section 4.8.

4.9 Deliveries During Test Period. During the period from the first Delivery of Energy produced by the Facility to the Delivery Point until the Commercial Operation Date (the "**Test Period**"), Seller shall sell and Deliver, and Buyer shall purchase and receive, any Energy produced by the Facility and Delivered. Completion of all requirements in Section 3.3(b) necessary to accomplish Delivery shall be complete. Notwithstanding the provisions of Section 5.1, payment for Energy produced and Delivered during the Test Period shall be equal to the product of (x) the MWh of Energy Delivered from the Facility to the Delivery Point and (y) the Real Time Locational Marginal Price at such Delivery Point (as determined by ISO-NE) for each hour of the month when Energy is produced by the Facility. The Test Period shall not exceed two months.

5. PRICE AND PAYMENTS FOR PRODUCTS

5.1 Price for Products.

(a) All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified on the Cover Sheet hereto and in accordance with this Section 5.1.

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all 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, and based on the Energy Delivered 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 reasonably request. Should an alternative to rendering an invoice become available, such alternative meeting all of Buyer's business requirements, this alternative may be implemented at Buyers sole discretion.

(b) Timeliness of Payment. Unless otherwise agreed to by the Parties, all invoices under this Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or the tenth (10th) day after receipt of the invoice, or if such day is not a Business Day, then on the next 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. 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 any 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 Section 5.2.

(ii) A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement, or adjust any invoice for any arithmetic or computational error within twenty-four (24) months of the date the invoice, or adjustment to an invoice, was rendered. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment along with all available supporting documentation. Upon resolution of the dispute, any required payment or refund shall be made with the next monthly invoice following such resolution.

(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.

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 Collateral Interest Rate plus one percent (1%), 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. 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"), unless Buyer collects such taxes, fees and levies upon resale of the Products (as, for example, with a value added tax). 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 (other than ad valorem, franchise or income taxes which are related to the sale of the Products by Seller and are, therefore, the responsibility of Seller) ("Buyer's Taxes").

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 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 Performance Guarantee Deposit. On the Effective Date, Seller shall post a Cash deposit in the amount of fifteen dollars (\$15.00) for a Small Distributed Generation Project 2 or twenty-five dollars (\$25.00) for a Large Distributed Generation Project multiplied by the Projected Annual Energy Output (measured in MWh) for the first Contract Year (“**Performance Guarantee Deposit**”); provided that in no event will the Performance Guarantee Deposit be less than five hundred dollars (\$500) or more than seventy-five thousand dollars (\$75,000). Buyer shall return a portion of the Performance Guarantee Deposit quarterly during the first Contract Year *pro rata* based on the actual Energy Delivered to Buyer during such quarter compared to the total Projected Annual Energy Output for the first Contract Year. Any Performance Guarantee Deposit remaining at the conclusion of the first Contract Year shall be forfeited to Buyer. Each Party agrees and acknowledges that (i) the damages that the Parties would incur due to a failure of the Facility to achieve the Projected Annual Energy Output in the first Contract Year 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 retention of all or a portion of the Performance Guarantee Deposit as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

6.3 Administration of Posted Collateral. Posted Collateral shall be provided in the form of Cash to Buyer hereunder and shall be subject to the following provisions.

(a) 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 6.3(a) shall not apply with respect to Buyer and Cash shall be held in a Qualified Institution in accordance with the provisions of Section 6.3(c). 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 6.3(c). Except as set forth in Section 6.3(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.

(b) 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.

(c) If neither Buyer nor the Custodian is eligible to hold Cash pursuant to Section 6.3(a) then 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.

(d) 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 8.3(b) of this Agreement, Buyer may exercise one or more of the following rights and remedies, in addition to any rights and remedies under Section 8.3: (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. Seller shall remain liable for amounts due and owing to Buyer that remain unpaid after the application of Posted Collateral, pursuant to this Section 6.3.

(e) Seller’s Rights and Remedies. If at any time a termination date has occurred or been designated as the result of an Event of Default with respect

to Buyer, in addition to any rights and remedies under Section 8.3, (i) Buyer will be obligated immediately to return all Posted Collateral provided by Seller, including any accrued interest to Seller, or (ii) to the extent that Posted Collateral provided by Seller, including any accrued interest is not returned pursuant to (i) above, Seller may set-off any amounts payable by Seller with respect to any Obligations against any Posted Collateral or to the extent that Seller does not set off such amounts, withhold payment of any remaining amounts payable by Seller with respect to any obligations of Buyer, up to the value of the remaining Posted Collateral.

6.4 Additional Rights Regarding Posted Collateral

(a) Further Assurances. Promptly following a request by Buyer, Seller 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 security interest or lien, to enable Buyer to exercise or enforce its rights or remedies under this Agreement, or to effect or document a release of a security interest on Posted Collateral or accrued interest.

(b) Further Protection. Seller will promptly give notice to Buyer of, and defend against, any suit, action, proceeding, or lien 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 of the Effective Date 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 Rhode Island. 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) 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 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. 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 relate in any manner to this Agreement or any transaction contemplated hereby, or which Buyer reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Buyer's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. 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) 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.

(g) No Default. 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 of the Effective Date as follows:

(a) Organization and Good Standing; Power and Authority. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Subject to the receipt of the Permits listed in on the Cover Sheet hereto, 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 (including without limitation the State of Rhode Island); and (iii) holds, or shall hold by the Commercial Operation Date, all rights and entitlements necessary to construct, own or lease (as applicable) and operate the Facility and to deliver the Products to 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 the Cover Sheet, 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.

(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 Seller and receipt of the Permits listed on the Cover Sheet hereto, 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 the Cover Sheet hereto, 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 relate in any manner to this Agreement or any transaction contemplated hereby, or which Seller reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. Subject to the receipt of the Permits listed on the Cover Sheet hereto on or prior to the date such Permits 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. To Seller's knowledge, Seller shall be able to receive the Permits listed on the Cover Sheet hereto in due course and as required under applicable Law to the extent that those Permits have not previously been received.

(g) Newly Developed Renewable Energy Resource. Subject to Section 4.7(b), the Facility shall be a Distributed Generation Facility, qualified by the PUC as a Newly Developed Renewable Energy Resource eligible to participate in the Renewable Energy Standard program under R.I.G.L. § 39-26-1 et seq.

(h) Title to Facility and Products. Seller has and shall throughout the Term have good and marketable title to the Facility and all Products sold and delivered to Buyer under this Agreement, and all Products sold and delivered to Buyer under this Agreement shall be free and clear of all liens, charges and encumbrances. 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) 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.

(j) No Default. 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.

(k) Useful Life. As of the Effective Date, the projected useful life of the Facility is at least twenty-one (21) years.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Section 7 are made as of the Effective Date and deemed made continually throughout the Term.

8. BREACHES; REMEDIES

8.1 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 material breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement, and such breach continues for more than thirty (30) days after the Non-Defaulting Party

has provided written notice to the Defaulting Party that any material representation or warranty set forth herein is false, misleading or erroneous in any material respect without the breach having been cured; 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 thirty (30) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than a Delivery Shortfall (the sole remedy for which shall be the payment of Cover Damages under Section 4.3), a Rejected Purchase (the sole remedy for which shall be the payment of Resale Damages under Section 4.4), a failure by Seller to perform its obligations under Section 4.8 (which is addressed in Section 4.8(d)), or an Event of Default described in Section 8.1(a), 8.1(b), 8.1(d), 8.1(e) or 8.2, 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; 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 in full force and effect any Permit necessary for such Party to perform its obligations under this Agreement and such failure continues for more than sixty (60) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party.

8.2 Events of Default by Seller. In addition to the Events of Default described in Section 8.1, it 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 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 Satisfy ISO-NE 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 any other material obligation with respect to ISO-NE, to the extent required under this Agreement; or

(c) Failure to Meet Critical Milestones. The failure of Seller to satisfy any Critical Milestone, other than with respect to the Output Demonstration under Section 3.1(a)(iv), and such failure continues for more than thirty (30) days after Buyer has given notice thereof to Seller.

8.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence 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 or, to the extent not inconsistent with the terms of this Agreement, at law, including, without limitation, the termination right set forth in Section 8.3(b).

(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. If Buyer terminates this Agreement because of an Event of Default by Seller that occurs after the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the amount, if positive, calculated according to the following formula:

$$\frac{\sum(RV - CV) + P}{N}$$

where:

" \sum " is the summation over the remainder of the Services Term.
N

"RV" is the replacement value of the Products for the remainder of the Services Term, calculated with reference to the applicable Replacement Price and the Supply Forecast, using a discount factor of eight percent (8.0%).

“CV” is the contract value of the Products for the remainder of the Services Term calculated with reference to the applicable Price and the Supply Forecast, using a discount factor of eight percent (8.0%) (the “**Contract Value**”).

“P” is the amount of any applicable penalties and costs incurred by Buyer in replacing the Products not Delivered to Buyer as a result of the termination of this 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 8.3(b)(i). Any Termination Payment required from Seller under this Section 8.3(b)(i) shall be in addition to any Performance Guarantee Deposit forfeited to Buyer under Section 6.2.

(ii) *Termination by Seller Prior to Financial Closing Date.* 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 all of Seller’s out-of-pocket expenses incurred in connection with the development and construction of the Facility prior to such termination.

(iii) *Termination by Seller On or After Financial Closing Date.* 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 equal to the amount, if positive, calculated according to the following formula:

$$\sum \frac{(CV - MV) + P}{N}$$

where:

“ \sum ” is the summation over the remainder of the Services Term.
N

“CV” is the Contract Value.

“MV” is the market value of the Products for the remaining Services Term as determined with reference to the applicable Resale Price and the Supply Forecast, using a discount factor of eight percent (8.0%).

“P” is the amount of any applicable penalties and costs incurred by Seller in selling the Products not accepted and paid for by Buyer as a result of the termination of this 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 8.3(b)(iii).

(iv) *Supply Forecast.* For purposes of determining the Termination Payment pursuant to Section 8.3(b)(i) and 8.3(b)(iii) above, the quantity of

Products to be delivered shall be based upon the then-current Projected Annual Energy Output (the “**Supply Forecast**”).

(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 the notice thereof is effective.

(vii) *Reinstatement of Agreement.* In the event that Buyer terminates this Agreement prior to the Commercial Operation Date and Seller thereafter achieves the Commercial Operation Date within one (1) year after such termination, Buyer may elect to reinstate this Agreement in accordance with its terms by providing Seller with at least six (6) months’ prior written notice of such reinstatement. Upon such reinstatement, Buyer shall return to Seller any Termination Payment made by Seller, together with interest accruing at the Late Payment Rate, on or prior to the date selected for reinstatement of this Agreement.

(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 and Cure Rights of Lender.* Buyer shall provide a copy of any notice given to Seller under this Article 8 to one representative of the Financing providing loans to or for the benefit of Seller and one representative of the Financing providing equity to or for the benefit of Seller, of which Buyer shall have written notice. Buyer shall permit a Lender to Seller to cure an Event of Default by Seller under this Agreement within any cure periods provided to Seller for such Event of Default and subject to all rights and remedies of Buyer with respect to such Event of Default.

(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, EACH PARTY'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, EACH PARTY'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 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.

9. FORCE MAJEURE

9.1 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 (w) any occurrence or event that merely 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, 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.

(b) 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. The Party whose performance is affected shall also give prompt notice of the termination of the Force Majeure and shall resume performance of its obligations under this Agreement upon such termination. 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 the 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.

(d) Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Energy 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 in Section 9.1(a) has occurred.

10. 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**"), the Parties shall attempt in the first instance to resolve such Dispute through consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days after notice of the Dispute has been delivered to either Party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within fifteen (15) days after such referral to the senior management of the Parties, then the Parties may seek to resolve such Dispute in the courts of the State of Rhode Island. The Parties agree to the exclusive jurisdiction

of the state and federal courts located in the State of Rhode Island for any legal proceedings that may be brought by a Party arising out of or in connection with this Agreement. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE.

11. ASSIGNMENT AND CHANGE OF CONTROL

11.1 Prohibition on Assignments. Except as permitted under this Article 11, this Agreement may not 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 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 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.

11.2 Assignor Remains Liable. Unless specifically agreed in writing, any assignment by a Party as contemplated by this Section 11 shall not be construed to relieve the assignor of any of its obligations under this Agreement, nor shall any such assignment be deemed to modify or otherwise affect any of the rights of the non-assigning Party hereunder.

11.3 Permitted Assignment by Seller. Seller may (i) assign this Agreement without consent of Buyer to an Affiliate of Seller or a purchaser of all or substantially all of the Seller's assets used in connection with performing this Agreement, upon a showing of the proposed assignee's technical and financial capability to fulfill the requirements of Seller under this Agreement, as determined by Buyer in its reasonable discretion, or (ii) transfer, pledge, encumber or assign the Facility, this Agreement or the accounts, revenues or proceeds under the Agreement as security for the project financing associated with the Facility.

11.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with (i) any merger or consolidation of Buyer with or into another Person; (ii) 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 (iii) 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; provided that (A) the proposed assignee agrees in writing to assume all of

Buyer's obligations under this Agreement and (B) the proposed assignee delivers to Seller a legal opinion as to due power and authority, due authorization, enforceability and regulatory approvals, or (b) to a Person whose credit rating as established by S&P or Moody's is equal or better than BBB- from S&P or Baa3 from Moody's after giving effect to the proposed assignment of this Agreement; provided that (i) the proposed assignee agrees in writing to assume all of Buyer's obligations under this Agreement and (ii) the proposed assignee delivers to Seller a legal opinion as to due power and authority, due authorization, enforceability and regulatory approvals.

11.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 11 shall be null and void.

12. TITLE; RISK OF LOSS

Title to and risk of loss related to the Energy shall transfer from Seller to Buyer at the Delivery Point. Title and risk of loss related to 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. Title to and risk of loss with respect to the Capacity shall transfer upon the transfer of title to and risk of loss related to Energy, subject to Section 4.8. Seller warrants that it shall deliver to Buyer the Products free and clear of all liens, claims, charges or encumbrances therein or thereto by any Person.

13. AUDIT

13.1 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. If requested, a Party shall provide to the other Party statements evidencing the quantities of Products delivered or provided hereunder. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall bear interest at the Late Payment Rate from the date the overpayment or underpayment was made until paid.

13.2 Consolidation of Financial Information. Generally accepted accounting principles and U.S. Securities and Exchange Commission rules may require Buyer to evaluate whether Buyer must consolidate Seller's financial information on Buyer's financial statements. Buyer shall require access to financial records and personnel to determine if consolidated financial reporting is required. If Buyer determines at any time that such consolidation is required, Buyer shall require the following from Seller within fifteen (15) days

after the end of every calendar quarter for the Term of this Agreement:

- (a) complete financial statements and notes to financial statements for such quarter;
- (b) financial schedules underlying such financial statements; and
- (c) access to records and personnel to enable Buyer's independent auditor to conduct financial audits (in accordance with generally accepted auditing standards) and internal control audits (in accordance with Section 404 of the Sarbanes-Oxley Act of 2002). Any information provided to Buyer under this Section 13.2 shall be treated as confidential except that such information may be disclosed for financial statement purposes.

14. 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); (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); 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: Corinne M. Abrams
National Grid
100 E. Old Country Road
Hicksville, NY 11801-4218
Fax: (516) 545-3130
Email:
Corinne.Abrams@us.ngrid.com

With a copy to: Brooke E. Skulley, Esq.
National Grid
40 Sylvan Road
Waltham, MA 02451-1120
Fax: (781) 907-5701
Email: Brooke.Skulley@us.ngrid.com

If to Seller: at the address provided on the Cover Sheet hereto

15. 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 approval of or filing with the PUC or another Governmental Entity, and if Buyer determines that such approval or filing is required for any amendment or waiver of the provisions of this Agreement, then such amendment or waiver shall not become effective unless and until such approval is obtained or such filing is made.

16. INTERPRETATION

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

16.2 Headings. Article and section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections, cover sheets, appendices and exhibits are, unless the context otherwise requires, references to articles, sections, cover sheets, appendices 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.

16.3 Forward Contract; Commodities Exchange Act. 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. Each Party represents and warrants, solely as to itself, that it is (i) a "forward merchant" within the meaning of the United States Bankruptcy Code and (ii) an "eligible commercial entity" and an "eligible contract participant" within the meaning of the United States Commodities Exchange Act.

16.4 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 Bundled Price.

17. 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.

18. 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.

19. 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.

20. 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.

21. ENTIRE AGREEMENT

This Agreement, including the Cover Sheet, the Appendix to the Cover Sheet, the Standard Terms and Conditions and the Exhibits to the Standard Terms and Conditions, shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications.

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EXHIBIT A

FORM OF PROGRESS REPORT

For the Quarter Ending: _____

Status of construction and significant construction milestones achieved during the quarter:

Status of permitting and significant Permits obtained during the quarter:

Status of Financing for Facility:

Events during quarter expected to results in delays in Commercial Operation Date:

Critical Milestones not yet achieved and projected date for achievement:

Current projection for Commercial Operation Date:

EXHIBIT B

PRODUCTS AND PRICING

1. Payment. Buyer shall, in accordance with the terms of the Agreement and this Exhibit B, with respect to any month after the Commercial Operation Date, pay to Seller, in immediately available funds, for each MWh of Products Delivered by Seller during such month, the Bundled Price per MWh set forth on the Cover Page hereto.
2. Allocation of MWh Price. The Bundled Price per MWh for each billing period shall be allocated between Energy and RECs as follows:

- RECs = The RECs futures settlement price as published by the Chicago Climate Futures Exchange for the applicable billing period (the "CCFE Index Price"). In the event that the CCFE Index Price is no longer published, the Parties shall in good faith undertake commercially reasonable efforts to agree on a substitute index that reflects the market value of the RECs. Should such a substitute index not be available or if the Parties are unable to agree upon such a substitute index, the RECs will be valued at the "Alternative Compliance Payment Rate" for the Renewable Energy Standard published by the PUC for the applicable billing period.
- Energy = The \$/MWh price of Energy for the applicable month shall be equal to the Bundled Price per MWh less the RECs allocation determined under this Section 2 for the applicable billing period.

THE NARRAGANSETT ELECTRIC COMPANY
STANDARDS FOR CONNECTING DISTRIBUTED GENERATION – EXHIBIT D

Exhibit D – Impact Study Agreement

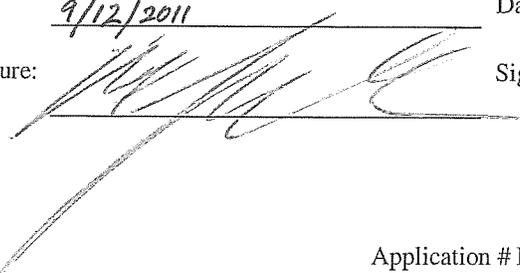
This Agreement, dated 09/09/2011, is entered into by and between Wind Energy Development LLC - North Kingston (“Interconnecting Customer”) and National Grid (the Company), for the purpose of setting forth the terms, conditions and costs for conducting an Impact Study relative to the Standard Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Impact Study pertains to Application Number RI-196 (the Interconnecting Customer’s application ID number).

1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer’s application.
2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
3. Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Impact Study without the Interconnecting Customer’s consent to have the other studies conducted.
4. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within $\pm 25\%$) and a Detailed Study Agreement and its estimated cost.
5. Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer’s proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer’s risk.
6. The Impact Study fee of \$10,000 (except as noted below) is due in full prior to the execution of the Impact Study. If the anticipated cost exceeds \$25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to the Impact Study Agreement.
7. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company’s costs for the work shall be subject to the Interconnecting Customer’s consent. The Interconnecting Customer shall, within thirty (30) days of the Company’s notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.
8. Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer’s cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer’s previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer’s cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer’s previous aggregate

THE NARRAGANSETT ELECTRIC COMPANY
STANDARDS FOR CONNECTING DISTRIBUTED GENERATION – EXHIBIT D

payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

9. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 10 below.
10. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
11. Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its 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 for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.
12. Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer.
13. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
14. This agreement shall be construed and governed in accordance with the laws of the State of Rhode Island and the Providence Plantations.
15. All amendments to this Agreement shall be in written form executed by both Parties.
16. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
17. This Agreement will remain in effect for a period of up to two years from its effective date.
18. This Agreement may be terminated under the following conditions.
 - a. The Parties agree in writing to terminate the Agreement.
 - b. The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.
 - c. The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff.

Wind Energy Development LLC - North Kingston	National Grid
Name: <u>MARK DEPASCALE</u>	Name: _____
Title: <u>C.E.O.</u>	Title: _____
Date: <u>9/12/2011</u>	Date: _____
Signature: 	Signature: _____

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Exhibit G – Interconnection Service Agreement

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of May 24, 2012 (“Effective Date”) is entered into, by and between The Narragansett Electric Company, dba National Grid, a Rhode Island corporation with a principal place of business at 280 Melrose St., Providence, RI 02907 (hereinafter referred to as the “Company”), and Wind Energy Development NK Green, LLC, a Limited Liability Corporation corporation with a principal place of business at 1130 Ten Rod Rd., Suite E-102 North Kingstown, RI 02852 (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at Wind Energy Development NK Green, LLC, P. 75 Ten Rod Rd., North Kingstown, RI 02852 (Facility name, address, and end-use customer account number, if applicable). A description of the Facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit G to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized (“Authorization Date”).

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. **Termination.**

4.1 This Agreement may be terminated under the following conditions.

4.1.1 The Parties agree in writing to terminate the Agreement.

4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Commission regulations or state law that have a material adverse effect on the Company’s ability to perform its obligations under the terms of this Agreement.

4.2 **Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as

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The Narragansett Electric Company
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it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3 Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

- 5. General Payment Terms.** The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 3 will include a payment and construction schedule for both parties.

5.1 Cost or Fee Adjustment Procedures. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

5.2 Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

6. Operating Requirements

6.1 General Operating Requirements. Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of the Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2 No Adverse Effects; Non-interference. Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other

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Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4 Access. The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1 Company and Interconnecting Customer Representatives. Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4.2 Company Right to Access Company-Owned Facilities and Equipment. If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

6.4.3 Right to Review Information. The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1 Temporary Disconnection

7.1.1 Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the

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extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

7.1.2 Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

7.1.3 Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

7.1.4 Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

7.1.5 Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

7.1.6 Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2 Permanent Disconnection. The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

7.2.1 The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

8. **Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
9. **Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations

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under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

10. Confidentiality. Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

11. Insurance Requirements.

11.1 General Liability.

11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
- ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
- iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
- iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net metered customers which are exempt from insurance requirements.

11.1(b) No insurance is required for a Facility with a Gross Nameplate Rating less than or equal to 50 kW that is eligible for net metering. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.

11.1(d) The general liability insurance required to be purchased in this Section may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.

11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.

11.1(f) In the event the State of Rhode Island and the Providence Plantations, or any other governmental subdivision thereof subject to the claims limits of R.I.G.L. Chapter 9-31 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of R.I.G.L. Chapter 9-31 as a defense in either the

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adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of R.I.G.L. Chapter 9-31 by the Governmental Entity.

11.2 Insurer Requirements and Endorsements. All required insurance shall be carried by reputable insurers qualified to underwrite insurance in RI having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (e) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

11.3 Evidence of Insurance. Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, updated and submitted yearly to the following:

National Grid
Attention: Risk Management
300 Erie Blvd West
Syracuse, NY 13202

12. Indemnification. Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its 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 for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

13. Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred.

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In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

14. Amendments and Modifications. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the interconnecting customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

16. Force Majeure. For purposes of this Agreement, "Force Majeure Event" means any event:

- a. that is beyond the reasonable control of the affected Party; and
- b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17. Notices.

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company:	National Grid Attention: Distributed Generation 40 Sylvan Rd _____ Waltham, MA 02451-1120 <u>Attn.: John C. Kennedy</u> Phone: 401-784-7221 E-mail: Distributed.Generation@us.ngrid.com
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If to Interconnecting Customer:	Name: <u>Mark DePasquale</u> Address: 1130 Ten Rod Rd. City: <u>North Kingstown, RI 02852</u>
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The Narragansett Electric Company
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Phone: 401-295-4998, ext. 204
E-mail: mdepasquale@windenergydevelopmentllc.com

17.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.

17.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18. Default and Remedies

18.1 Defaults. Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2 Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

20. Supercedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Commission approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

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21. **Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the State of Rhode Island and the Providence Plantations without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
22. **Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
23. **Counterparts.** This Agreement may be signed in counterparts.
24. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
25. **Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
26. **Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
27. **Signatures.** IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Interconnecting Customer

Narragansett Electric Company d/b/a National Grid

Name: Mark DePasquale

Name: John C. Kennedy

Title: CEO

Title: Lead Technical Consultant

Date: JUNE 12, 2012

Date: May 24, 2012

Signature:

Signature:

The Narragansett Electric Company
Standards for Connecting Distributed Generation

The following attachments would be developed and included as appropriate for each specific Interconnection Service Agreement:

Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling

The three-phase 1.5 MW wind turbine (synchronous) system consists of one Goldwind (GW87-1500) 690V synchronous machine, proposed to be located at ground level, to the North East of the proposed interconnection point. The output of the wind turbine connects through a power converter, which is tripped by an internal converter control unit with 27, 59, 81U and 81O elements. The converter continues to a 620V – 620V delta-grounded-wye, 1600 kVA pad mounted isolation transformer and then to a 12.47 kV – 620 V grounded-wye – delta step up transformer. The primary side of the transformer connects to a 600A vacuum interrupter housed within a 15kV class switchgear, ground mounted at the base of the wind turbine. This 600A fault interrupter is tripped by its own multi-functional relay with 27, 50, 51, 59, 59N, 81U and 81O elements (CTs are on the output side of the circuit breaker). The circuit continues through a load break switch housed within the switchgear, and then a pole mounted, gang operated disconnect switch. The disconnect switch continues to National Grid's pole mounted bi-directional primary meter, recloser, load break. The PCC (point of common coupling) is the load side of the primary meter.

Attachment 2: Description of System Modifications

The interconnection will be made to National Grids 30F2 feeder which currently serves the area via overhead 477 Al Spacer Conductor. The facility is to be primary metered from a new 12.47 kV pole line to be extended from a new Pole # 75 Ten Rod Road. At the point of interconnection, there will be a load break switch, a recloser, and one (1) primary metering assembly, owned and maintained by National Grid.

In order to prevent any possible overvoltage conditions from developing from the operation of this generation, the existing 3 phase Time Controlled capacitor bank on Pole #16 Ten Rod Road, North Kingstown will need to be supplied with controls that utilize a voltage override feature.

A more detailed review of system modifications may be found within the System Impact Study for this project dated March 22, 2012.

Attachment 3: Costs of System Modifications and Payment Terms

\$169,767. A more detailed breakdown of estimated costs may be found within the System Impact Study for this project dated March 22, 2012. Once this agreement is signed and returned to National Grid an invoice will be processed for this construction contribution and mailed to the Interconnecting Customer. Billing instructions will be included with the invoice.

Attachment 4: Special Operating Requirements, if any

All as detailed within this agreement, the System Impact Study for this project dated March 22, 2012 and RI PUC No. 2078 Standards for Connecting Distributed Generation.

Attachment 5: System Impact Study, Wind Energy Development – N. Kingstown Green, LLC, RI-196 dated March 22, 2012.

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December 28, 2011

ACP Land LLC
244 Gano Street
Providence, RI 02906
gene@goldsteinassociates.com

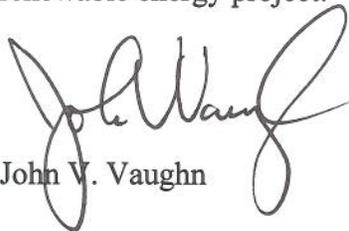
Mr. Goldstein,

I am pleased to provide you with the attached, fully executed contract for the project below, pursuant to the "Standard Contract" approved by the Rhode Island Public Utilities Commission at the Open Meeting for Docket No. 4288 on November 30, 2011.

Project Name: 28 Jacome Way
Project Location: 28 Jacome Way, Middletown, RI 02842
Technology: Solar
Nameplate: 0.5 MW
Contract Price: \$0.316/kWh

If you have any questions with respect to this contract, please direct them to my Manager of Environmental Transactions, Corinne Abrams at 516.545.5435.

Congratulations on the completion of this critical milestone in the development of your renewable energy project.


John V. Vaughn

POWER PURCHASE AGREEMENT
BETWEEN
THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID,
AS BUYER
AND
THE SELLER IDENTIFIED HEREIN

POWER PURCHASE AGREEMENT

COVER SHEET

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of December 28, 2011 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

Seller: ACP Land LLC

Type of Organization and Jurisdiction of Organization of Seller: Limited Liability Company – Rhode Island

Address for Notices:

Street: 244 Gano Street
City: Providence, RI Zip: 02906
Attention: Gene Goldstein
Fax: _____
Email: Gene@GoldsteinAssociates.com

Facility Description:

Location:
Street: 28 Jacome Way
City: Middletown, RI Zip: 02842

Technology: Solar Photovoltaic (PV)

Fuel Type: N/A

Operational Limitations: Maintenance Outage – 8 hours per year

Delivery Point: 122J4 Feeder

Is the Facility a Net Metered Facility: yes no

Proposed Hourly Output: 400.0000 kWh per hour of Energy and a corresponding amount of all other Products

Projected Annual Energy Output (first two Contract Years): 610.0 MWh

Projected Project Useful Life: 21 Years

Performance Guarantee Deposit \$ 9,150.00

Seller’s Permits:

Construction Permits

Federal Permits	Regulatory Authority(ies)
State Permits	Regulatory Authority(ies)
Request for Regulatory Applicability	RI Department of Environmental Management
Local/County Permits	Regulatory Authority(ies)
Building Permit	Building & Zoning Department for the Town of Middletown
Electrical Permit	
Special Use Permit	

Operating Permits

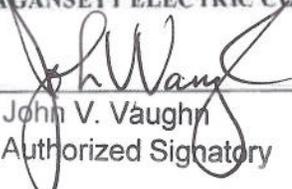
Federal Permits	Regulatory Authority(ies)
State Permits	Regulatory Authority(ies)
Interconnection Permit	National Grid
Local/County Permits	Regulatory Authority(ies)

Bundled Price per MWh: \$ 316.00 per MWh

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.

BUYER:

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

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

SELLER:

ACP LAND, LLC
 By: 
 Name: Gene Goldstein
 Title: Member 12/23/2011

Appendix A to Cover Sheet
Diagram of Interconnection and Delivery Points

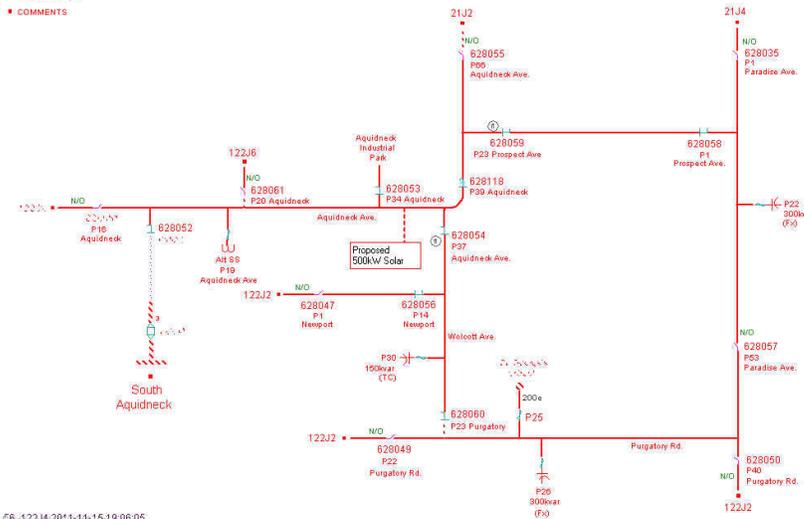


Subject to changes as a
result of
National Grid
Impact Study

Figure 2 – GIS

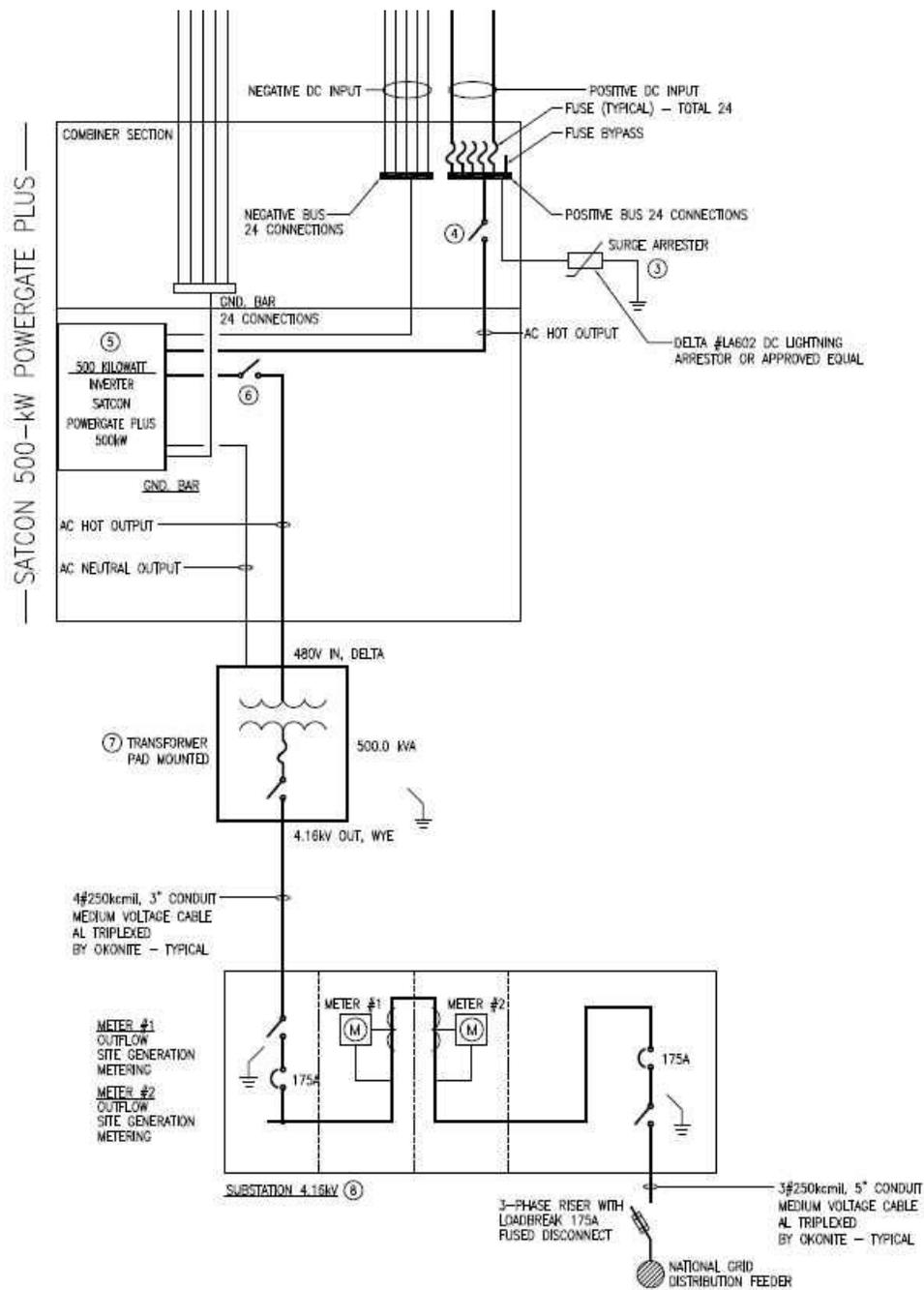
• 122J4 Feeder STATION CLEAR
Middletown, RI

• COMMENTS



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Figure 3 – EMS of 122J4



500 KILOWATT SYSTEM ONE LINE DIAGRAM
NOT TO SCALE

Figure 4 – Customer’s One Line

GENERAL TERMS AND CONDITIONS
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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In addition to terms defined in the Cover Sheet 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. There is an Index of Definitions at the end of this Agreement.

“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.

“Board” shall mean the Distributed Generation Standard Contract Board established pursuant to R.I.G.L. Section 39-26.2-9 and any successor thereto.

“Business Day” shall mean a day on which Federal Reserve member banks in New York, New York are open for business.

“Capacity” shall mean all capacity from the Facility as determined by ISO-NE’s Seasonal Claimed Capability rating (or successor or replacement rating used to measure capability) as defined in the ISO-NE Rules that is obligated to deliver and receive payments in the Forward Capacity Market (or its successor market) as set forth in the ISO-NE Rules; provided, however, that in the case of a Net Metered Facility, Capacity means only that portion of capacity from such Facility associated with the Excess Energy Output.

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

“Certificates” shall mean an electronic certificate created pursuant to the Operating Rules of the GIS or any successor thereto to represent the generation 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.

“Code” shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time or any successor law, and regulations issued pursuant thereto.

“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.

“Commercial Operation Date” shall mean the date on which the conditions set forth in Section 3.3(b) have been satisfied, as set out in a written notice from Seller to Buyer.

“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.

“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 Shortfall, an amount equal to (a) the positive net amount, if any, by which the Replacement Price exceeds the applicable Price that would have been paid pursuant to Section 5.1 and the Cover Sheet, multiplied by the quantity of that Delivery Shortfall, plus (b) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of Seller’s failure to deliver such Products in accordance with the terms of this Agreement. Buyer shall provide a statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

“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.

“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 rules of the Interconnecting Utility, (ii) RECs, to supply RECs in accordance with Section 4.7(e) and (iii) Capacity, delivery consistent with Section 4.8.

“Delivery Point” shall mean the Facility’s busbar on Seller’s side of the interconnection point with Buyer’s distribution system located within the Facility substation, the currently contemplated location of which is shown as the revenue meter location in Appendix A to the Cover Sheet hereto.

“Distributed Generation Facility” shall mean a Generation Unit that is a Newly Developed Renewable Energy Resource located in Buyer’s ISO-NE load zone, with a nameplate capacity no greater than five MW using eligible renewable energy resources as defined by R.I.G.L. § 39-26-5, including biogas created as a result of anaerobic digestion, but, specifically excluding all other listed eligible biomass fuels, and connected to the electric distribution system owned by Buyer.

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

“Energy” shall mean electric “energy,” as such term is defined in the ISO-NE Tariff, generated by the Facility as measured in kWh (unless otherwise noted) in Eastern Prevailing Time, less such Facility’s station service use, generator lead losses and transformer losses, which quantity for purposes of this Agreement will never be less than zero.

“Environmental Attributes” shall mean any and all generation attributes under the Renewable Energy Standard and/or 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 the favorable generation or environmental attributes of the Facility or the Products produced by the Facility, up to and including the Proposed Hourly Output, during the Services Term.

“Excess Energy Output” shall mean, in the case of a Net Metered Facility, that portion of the Energy generated by the Facility in any calendar month of the Services Term that is in excess of one hundred percent (100%) of the aggregate Energy consumption by the net metering customer(s) (as defined in R.I.G.L. § 39-26.2-2) for that Net Metered Facility during that calendar month.

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

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

“Financial Closing Date” shall mean the date of signing of the initial agreements for any Financing of the Facility.

“Financing” shall mean indebtedness, whether secured or unsecured, loans, guarantees, notes, equity, convertible debt, sale-leaseback or other tax-equity transactions, bond issuances, recapitalizations and all similar financing or refinancing.

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

“GIS” shall mean the New England Power Pool 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.

“Good Utility Practice” shall mean compliance with all applicable laws, codes, regulations, ISO-NE Rules, ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the electric industry in New England 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 industry in New England.

“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.

“Interconnecting Utility” shall mean the utility providing interconnection service for the Facility to the transmission or distribution system of that utility.

“Interconnection Agreement” shall mean an agreement between Seller and the Interconnecting Utility regarding the interconnection of the Facility to the transmission or distribution system of the Interconnecting Utility, as the case may be, as the same may be amended from time to time.

“Interconnection Point” shall have the meaning set forth in the Interconnection Agreement.

“Internal Bilateral Transaction” means the purchase or sale of electric energy or regulation obligations between two market participants internal to NEPOOL.

“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 and capacity and capacity testing in effect from time to time.

“ISO-NE Rules” shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, 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 from time to time.

“kW” shall mean a kilowatt.

“kWh” shall mean a kilowatt-hour.

“Large Distributed Generation Project” shall mean a Distributed Generation Facility that has a nameplate capacity that exceeds the size of a Small Distributed Generation Project but is no greater than 5 MW.

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

“Lender” shall mean any party providing Financing for the development, construction, and ownership of the Facility, or any refinancing of that Financing, and 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.

“Moody’s” shall mean Moody’s Investors Service, Inc., and any successor thereto.

“MW” shall mean a megawatt.

“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.

“NERC” shall mean the North American Electric Reliability Council and shall include any successor thereto.

“Net Metered Facility” shall mean a Distributed Generation Facility that participates in net metering (as defined in R.I.G.L. § 39-26.2-2) pursuant to R.I.G.L. Chapter 26.2.

“Network Upgrades” shall mean any upgrades to the Pool Transmission Facilities and the Transmission Provider’s transmission and distribution systems, including any System Modifications under the Interconnection Agreement, necessary for Delivery of the Energy to the Delivery Point, including those that are necessary for the Facility’s Capacity to be recognized as a Capacity Resource pursuant to the ISO-NE Rules.

“Newly Developed Renewable Energy Resource” shall have the meaning given to that term in R.I.G.L. § 39-26.1-2(6).

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

“Non-Peak Months” shall mean the months of September, October, April and May.

“Notification Time” shall mean 1:00 p.m. Eastern Prevailing Time on a Business Day.

“Operational Limitations” of the Facility are the parameters set forth in the Cover Sheet hereto describing the physical limitations of the Facility.

“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.

“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.

“Posted Collateral” shall mean all amounts delivered to or received by Buyer as the Performance Guarantee Deposit. All Posted Collateral shall be in the form of Cash.

“Price” shall mean the purchase price(s) for Products referenced in Section 5.1 hereof and the Cover Sheet hereto.

“Products” shall mean Energy, Capacity, RECs and all other products or output associated with the Facility that have a positive value under the ISO-NE Rules or ISO-NE Practices; provided, however, that (i) if the Facility is a Net Metered Facility, only Energy, Capacity, RECs and such other products or output that are associated with the Excess Energy Output shall be deemed Products; provided, further that Energy, Capacity and RECs generated by the Facility in excess of the Proposed Hourly Output shall not be deemed Products, regardless of whether the Facility is a Net Metered Facility.

“Projected Annual Energy Output” shall mean the historic average of actual generation of the Facility or, for a Net Metered Facility, the Excess Energy Output of the Net Metered Facility since the Commercial Operation Date or, solely for the period up to and including the Contract Year immediately after the Contract Year in which the Commercial Operation Date occurred, the amount identified on the Cover Sheet hereto.

“PUC” shall mean the Rhode Island Public Utilities Commission and shall include its successors.

“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) “A2” 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 “A2” by Moody’s, if such entity is rated by either S&P or Moody’s but not both.

“Renewable Energy Certificates” or **“RECs”** shall mean all of the Certificates and any and all other Environmental Attributes associated with the Products or otherwise produced by the Facility which conform with the eligibility criteria set forth in the applicable Rhode Island regulations and are eligible to satisfy the Renewable Energy Standard, and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of generation from such Newly Developed Renewable Energy Resource.

“Renewable Energy Standard” shall mean the requirements established pursuant to R.I.G.L. § 39-26-1 et seq. and the regulations promulgated thereunder that requires all retail electricity sellers in Rhode Island (except Block Island Power Company and Pascoag Utility District) to provide a minimum percentage of electricity from eligible renewable energy resources, and such successor laws and regulations as may be in effect from time to time.

“Replacement Energy” shall mean Energy purchased by Buyer as replacement for any Delivery Shortfall.

“Replacement Price” shall mean the price at which Buyer, acting in a commercially reasonable manner, purchases Replacement Energy and Replacement RECs plus (i) transaction and other administrative costs reasonably incurred by Buyer in purchasing such Replacement Energy and Replacement RECs and (ii) additional transmission charges, if any, reasonably incurred by Buyer to transmit Replacement Energy to the Delivery Point; provided, however, that (a) in no event shall Buyer be required to utilize or change its utilization of its owned or controlled assets, contracts or market positions to minimize Seller’s liability, (b) Buyer shall have no obligation to purchase Replacement Energy and/or Replacement RECs, and (c) if Buyer does not purchase Replacement Energy and/or Replacement RECs, the market value of Energy and/or RECs at the time of the Delivery Shortfall (as reasonably determined by Buyer) will replace the price at which Buyer purchases Energy and/or Replacement RECs in the calculation of the Replacement Price.

“Replacement RECs” shall mean any generation or environmental attributes, including any Certificates or other certificates or credits related thereto reflecting generation by a Newly Developed Renewable Energy Resource that are purchased by Buyer as replacement for any Delivery Shortfall.

“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 4.4 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price multiplied by the quantity of that Rejected Purchase, plus (b) any applicable penalties assessed by ISO-NE or any other Person against Seller as a result of Buyer’s failure to accept such Products. Seller shall provide a written statement 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, plus transaction and other administrative costs reasonably incurred by Seller in re-selling such 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.

“RTO” shall mean ISO-NE and any successor organization or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to the 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 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.

“Seasonal Claimed Capacity” shall mean the maximum dependable load carrying ability of the Facility in the summer or winter, excluding capacity required for use by the Facility, as determined by ISO-NE pursuant to the ISO-NE Rules.

“Small Distributed Generation Project” shall mean a Distributed Generation Facility that has a nameplate capacity no larger than the following: solar, 500 kW; wind, 1.5 MW; and Distributed Generation Facilities other than solar or wind, 1.0 MW or such lesser amount as may be established from time to time pursuant to applicable Law.

“Transfer” shall mean, with respect to any Posted Collateral, and in accordance with the instructions of the Party entitled thereto, payment or transfer by wire transfer into one or more bank accounts specified by the Party to whom such Cash is being delivered.

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

“Unit Contingent” means that Seller is obligated to deliver Products only to the extent that the Facility operates and generates Products.

2. **EFFECTIVE DATE; CONDITIONS; TERM**

2.1 **Term.** 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.

2.2 Services Term. 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 fifteen (15) years from the Commercial Operation Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

3. **FACILITY DEVELOPMENT AND OPERATION**

3.1 Critical Milestones.

(a) Commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones (“**Critical Milestones**”) on or before the date set forth in this Section 3.1(a):

(i) receipt of all Permits necessary to construct the Facility, as set forth on the Cover Sheet hereto, in final form, by the date that is sixteen (16) months after the Effective Date;

(ii) acquisition of all required real property and other site control rights necessary for construction and operation of the Facility, for interconnection of the Facility to the Interconnecting Utility, for construction of the Network Upgrades (to the extent it is Seller’s responsibility to do so) and for performance of Seller’s obligations under this Agreement, by the date that is sixteen (16) months after the Effective Date;

(iii) issuance of a full notice to proceed by Seller to its general construction contractor and commencement of construction of the Facility by the date that is sixteen (16) months after the Effective Date;

(iv) achievement of an hourly Energy generation rate or, in the case of a Net Metered Facility, hourly Excess Energy Output, that is equivalent to the Proposed Hourly Output for at least four complete hours (which do not need to be four consecutive hours), which amount shall be adjusted to the extent required to reflect a lack of availability of a motive energy (such as wind speed or insolation), and other factors, as proposed by Seller’s engineer and accepted by Buyer in its reasonable discretion (the “**Output Demonstration**”) within eighteen (18) months after the Effective Date; and

(v) achievement of the Commercial Operation Date by the date that is twenty (20) months after the Effective 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, which information will be acceptable to Buyer in its reasonable discretion.

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

(d) If the Facility does not achieve the Output Demonstration by the milestone date set out in Section 3.1(a)(iv), then (i) Buyer shall retain the full amount of the Performance Guarantee Deposit and (ii) this Agreement shall automatically terminate on such milestone date, and upon such termination neither Party will have any further liability to the other hereunder. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to a failure of the Facility to achieve the Output Demonstration 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 retention of the Performance Guarantee Deposit as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(e) If the Facility does not achieve the Commercial Operation Date by the Commercial Operation Date milestone set out in Section 3.1(a)(v), either Party may terminate this Agreement within sixty (60) days after such date by written notice to the other Party (which termination shall be effective upon delivery of such notice), and upon such termination neither Party will have any further liability to the other hereunder.

3.2 Construction. At 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 A, and shall provide supporting documents and detail regarding the same upon Buyer’s request. 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

3.3 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. Energy, Capacity and RECs generated prior to the Commercial Operation Date shall not be deemed Products and shall not be Delivered and sold to, or purchased by Buyer.

(b) The Commercial Operation Date shall occur on the date on which the Facility is 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 and ISO-NE Practices for the delivery of the Products to Seller have been satisfied, and all performance testing for the Facility has been successfully completed, provided Seller has also satisfied, and continues to satisfy, 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 Interconnecting Utility in accordance with the Interconnection Agreement;
- (ii) 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 (including any Network Upgrades) 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 the Cover Sheet hereto;
- (iii) Seller has (i) qualified the Facility as an “eligible renewable energy resource” pursuant to Section 5.0 of the Code of Rhode Island Rules 90-060-015 and (ii) otherwise satisfied the requirements for the Facility to be a Distributed Generation Facility;
- (iv) Seller has established all ISO-NE-related accounts and entered into all ISO-NE-related agreements (including without limitation registration of the Facility as a “settlement only generator” in the ISO-NE Settlement Market System) 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;
- (v) Seller has provided to Buyer I.3.9 confirmation from ISO-NE regarding approval of generation entry, has submitted the Asset Registration Form (as defined in ISO-NE Practices) for the Facility to ISO-NE and has taken such other actions as are necessary to effect the transfer of the Energy to Buyer in the ISO-NE Settlement Market System;
- (vi) Seller has substantially completed the Facility and has successfully completed all pre-operational testing and commissioning for the Facility in accordance with manufacturer guidelines;
- (vii) Seller has satisfied and continues to satisfy all Critical Milestones that precede the Commercial Operation Date in Section 3.1;
- (viii) no Default or Event of Default by Seller shall have occurred and remain uncured;
- (ix) Seller has obtained any and all necessary authorizations from FERC to sell Energy

from the Facility and shall be in compliance with such authorization; and

(x) the Facility, as constructed to date, is under the sole control of Seller (including without limitation with respect to the operation, maintenance and management of the Facility) and is either owned or leased by Seller, and Seller is a party to all material contracts relating to the construction, operation, management and maintenance of the Facility.

3.4 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, any Transmission Provider, the Interconnecting Utility, NERC and/or any regional reliability entity, 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.
- (b) Outages. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to schedule all Generator Maintenance Outages during Non-Peak Months, and shall schedule all Generator Planned Outages (as defined in the ISO-NE Rules) during Non-Peak Months. Seller shall provide Buyer with a schedule setting forth all Generator Planned Outages for the next twelve (12) months no later than January 15th of each calendar year of the Services Term, and shall provide Buyer with notice of any Generator Maintenance Outage within twenty-four (24) hours after Seller schedules such Generator Maintenance Outage.
- (c) Interconnection Agreement. Seller shall comply with the terms and conditions of the Interconnection Agreement.
- (d) ISO-NE Status. Seller shall, at all times during the 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 to the extent required under this Agreement.
- (e) Forecasts. Commencing at least thirty (30) days prior to the Commercial Operation Date and continuing throughout the Services Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Utility Practice.

(f) Eligible Renewable Energy Resource. Seller shall be solely responsible for certifying the Facility with the PUC as a renewable energy resource pursuant to Section 6.0 of the Code of Rhode Island Rules 90-060-015 (as amended from time to time) and maintaining such certification throughout the Services Term; provided, however, that if the Facility ceases to qualify as a renewable energy resource solely as a result of a change in Law, Seller shall only be required to use commercially reasonable efforts to maintain such certification after that change in Law.

(g) Compliance Reporting. If Buyer is subject to any certification or compliance reporting requirement with respect to the Products delivered to Buyer hereunder, then 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.

(h) 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.

(i) 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. Seller shall indemnify Buyer against any and all claims arising out of or related to environmental matters relating to the Facility or the Facility site and against any costs imposed on Buyer as a result of Seller's violation of any applicable Law, or ISO-NE or NERC requirements.

(j) FERC Status. Seller shall maintain the Facility's status as a QF or EWG at all times after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output, including Energy and Capacity, of the Facility or an exemption from the requirement that it have such authority.

3.5 Interconnection and Delivery Services

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 any applicable Governmental Entity and the Interconnecting Utility; provided, however, that the PUC may reduce the portion of the Network Upgrade costs to be paid by Seller, so long as the PUC expressly directs that any such Network Upgrade costs not paid by Seller shall be recovered by Buyer in its retail rates in the calendar year following the year in which such Network Upgrade costs are incurred.

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, the Products produced by the Facility and capable of being Delivered, up to and including the Proposed Hourly Output, in accordance with the terms and conditions of this Agreement. The aforementioned obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same is Unit Contingent and shall be subject to the operation of the Facility.

(b) Buyer shall not be obligated to purchase or accept any Products to the extent that such Products (i) exceed the Proposed Hourly Output in any hour or (ii) are Energy, or RECs associated with Energy, that is produced using any fuel or energy source other than one that qualifies the Facility as a Distributed Generation Facility.

(c) Seller shall Deliver the Products produced by the Facility, up to and including the Proposed Hourly Output, 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.

4.2 Scheduling and Delivery of Energy

(a) During the Services Term, Seller shall Schedule Deliveries of Energy hereunder with ISO-NE within the defined Operational Limitations of the Facility and in accordance with this Agreement, all ISO-NE Practices and ISO-NE Rules, as applicable. Buyer shall have no obligation to pay for any Energy not transferred to Buyer in the Real Time Energy Market 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 or distribution system). Delivery of the Energy is contemplated to occur within the ISO-NE Settlement Market System through Seller's registration of the Facility as a generation asset and assignment of the Energy to Buyer in such ISO-NE Settlement Market System. Buyer may, in its sole discretion, direct Seller to deliver Energy through any other appropriate ISO-NE market mechanism.

(b) Penalties or similar charges assessed by a Transmission Provider and caused by noncompliance 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 shall at all times during the Services Term be designated as the “Lead Market Participant” (or any successor designation) for the Facility and shall be solely responsible for any obligations and liabilities, including all charges, penalties and financial assurance obligations, imposed by ISO-NE or under the ISO-NE Rules and ISO-NE Practices with respect to the Facility, other than as set forth in Section 4.8.

4.3 Failure of Seller to Deliver Products.

In the event that Seller fails to satisfy any of its obligations to Deliver any of the Products hereunder in accordance with Section 4.1 and Section 4.2, and such failure is not excused under the express terms of this Agreement (a “**Delivery Shortfall**”), Seller shall pay Buyer an amount for such Delivery Shortfall 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 Shortfall 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.

4.4 Failure by Buyer to Accept Delivery of Products. If Buyer fails to accept or pay for all or part of any of the Products to be purchased by Buyer hereunder and such failure to accept is not 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 Energy shall be Delivered hereunder by Seller to Buyer at the Delivery Point. Seller shall be responsible for the costs of delivering its Energy to the Delivery Point consistent with all standards and requirements set forth by the FERC, ISO-NE, the Interconnecting Utility and any other applicable Governmental Entity and any applicable tariff.

(b) Seller shall be responsible for all applicable charges associated with transmission and/or distribution interconnection, service and delivery charges, including all related ISO-NE administrative fees and other FERC-approved charges in connection with the Delivery of Energy to and at the Delivery Point.

(c) Buyer shall be responsible for all losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE, Interconnecting Utility or applicable system costs or charges associated with transmission incurred, in each case, in connection with the transmission of Energy delivered under this Agreement from and 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, the GIS Operating Rules and any applicable requirements and standards issued by NERC, the Interconnecting Utility, and ISO-NE; provided that each Meter shall be tested at Seller’s expense once each Contract Year. The Meters shall be used for the registration, recording and transmission of information regarding the Energy output of the Facility. 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 (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Energy 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, 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 Energy produced by the Facility shall be adjusted as far back as can reasonably be ascertained, but no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, in accordance with the filed tariff of the Interconnecting Utility, 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 Energy to the Delivery Point. Seller shall make recorded meter data available monthly to Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test 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 Energy 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 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.

4.7 RECs.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to the Facility's Environmental Attributes, including the RECs, associated with the Facility's Energy Delivered during the Term in accordance with the terms of this Section 4.7.

(b) All Energy provided by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility pursuant to the Renewable Energy Standard; provided, however, that if the Facility ceases to qualify as a Newly Developed Renewable Energy Resource solely as a result of a change in Law, Seller shall only be required to use commercially reasonable efforts to ensure that all Energy provided by Seller to Buyer from the Facility under this Agreement meets the requirements for eligibility pursuant to the Renewable Energy Standard after that change in Law.

(c) At Buyer's request and at Seller's sole cost, Seller shall seek qualification under the renewable portfolio standard or similar law of New York and/or one or more New England states (in addition to Rhode Island) and/or any federal renewable energy standard. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maintain such qualification at all times during the Services Term, or until Buyer indicates such qualification is no longer necessary. Seller shall also submit any information required by any state or federal agency (including without limitation the PUC) with regard to administration of its rules regarding Environmental Attributes or its renewable energy standard or renewable portfolio standard to Buyer or as directed by Buyer.

(d) Seller shall comply with all GIS Operating Rules relating to the metering of Energy, 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 such RECs. In addition, at Buyer's request, Seller shall 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) Buyer may, solely at its discretion, offer to provide data from the Meters to the GIS if the PUC authorizes Buyer to do so. Seller may, solely at its discretion, accept such offer, and if Seller selects such offer, Seller shall reimburse Buyer for all costs it incurs in providing such data to the GIS. Buyer shall have no liability or responsibility for any data provided to the GIS under this Section 4.7(e).

(f) Prior to the delivery of any 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 transfer of the Certificates to be Delivered hereunder to Buyer in the GIS. In the event any Certificates associated with the RECs to be delivered to Buyer under this Agreement are not actually deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing) on the date such Certificates are created in the GIS, Buyer shall notify Seller accordingly in writing and Seller shall, within ten (10) Business Days of receipt of such notice, credit Buyer with the value of the RECs associated with those Certificates, calculated in accordance with Section 2 of Exhibit B. Notwithstanding the foregoing or any other provision of this Agreement (including without limitation Exhibit B) to the contrary, Buyer shall withhold from any payment due to Seller under Section 5.2 after either (x) the date that is seven (7) months prior to the end of the Services Term or (y) the date on which Buyer has exercised a right to terminate this Agreement prior to the expiration of the Services Term an amount equal to the value of the RECs (calculated in accordance with Section 2 of Exhibit B) that would otherwise be included in that payment, and such withheld amount shall be paid to Seller within fifteen (15) days after the Certificates associated with those RECs have been deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing).

4.8 Capacity.

(a) If the Facility is a Large Distributed Generation Facility, Buyer will be the "Project Sponsor" for the Facility under the ISO-NE Rules, and Buyer may, but shall not be required to, qualify the Facility as an Existing Capacity Resource in the Forward Capacity Market after the Commercial Operation Date and participate in every Capacity Commitment Period in the Forward Capacity Market with respect to the Facility. In such case, the following shall apply:

(i) Buyer shall communicate to Seller the general information that Buyer will require to qualify the Facility as an Existing Capacity Resource in the ISO-NE Forward Capacity Market in advance of the beginning of the relevant qualification period.

(ii) For the initial submission by Buyer with respect to the Facility, Buyer will provide Seller with the data requirements for qualifying the Facility as an Existing Capacity Resource in the Forward Capacity Market, and Seller shall provide such requested data within five (5) Business Days of that request. Seller will provide any data subsequently requested by Buyer within two (2) Business Day of that subsequent request by Buyer.

(iii) Without limiting the generality of the foregoing, Seller shall take commercially reasonable actions (including providing Buyer with reasonably requested data and information) necessary in order for Buyer (i) to qualify the Facility in the Forward Capacity Market, (ii) to clear the Facility in each Forward Capacity Auction after the Commercial Operation Date with the maximum Seasonal Claimed Capability available for the Facility, (iii) to secure a Capacity Supply Obligation for the Facility in each Forward Capacity Auction after the Commercial Operation Date and (iv) to avoid the Facility being de-listed from the Forward Capacity Market, consistent with this Section 4.8.

(b) If the Facility is a Small Distributed Generation Facility, Buyer may, in its sole discretion and after consultation with the Rhode Island Division of Public Utilities and Carriers and the Board, elect to require Seller to comply with the requirements of Section 4.8(a) with respect to the Facility.

(c) To the extent that any payment is made with respect to the Facility in the ISO-NE Forward Capacity Market, such payment shall be due solely to Buyer, and Seller shall have no rights or claims with respect to such payment.

(d) Any failure of Seller to perform its obligations under this Section 4.8 shall not be a Default or Event of Default; provided that the Bundled Price paid by Buyer for the Products shall at all times while such failure is continuing be reduced by the product of the Forward Capacity Market clearing price in dollars per kW-month times the following conversion factor:

$$\frac{(12 \text{ months/year}) \times (1000\text{kW/MW})}{8760} \text{ hours/year}$$

which reduction shall be reasonably calculated by Buyer. Such reduction shall be in effect beginning with the first capability period following Seller's failure to perform its obligations under the Section 4.8 and shall continue until the

beginning of the capability period immediately following Seller's compliance with this Section 4.8.

4.9 Deliveries During Test Period. During the period from the first Delivery of Energy produced by the Facility to the Delivery Point until the Commercial Operation Date (the "**Test Period**"), Seller shall sell and Deliver, and Buyer shall purchase and receive, any Energy produced by the Facility and Delivered. Completion of all requirements in Section 3.3(b) necessary to accomplish Delivery shall be complete. Notwithstanding the provisions of Section 5.1, payment for Energy produced and Delivered during the Test Period shall be equal to the product of (x) the MWh of Energy Delivered from the Facility to the Delivery Point and (y) the Real Time Locational Marginal Price at such Delivery Point (as determined by ISO-NE) for each hour of the month when Energy is produced by the Facility. The Test Period shall not exceed two months.

5. **PRICE AND PAYMENTS FOR PRODUCTS**

5.1 Price for Products.

(a) All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified on the Cover Sheet hereto and in accordance with this Section 5.1.

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all 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, and based on the Energy Delivered 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 reasonably request. Should an alternative to rendering an invoice become available, such alternative meeting all of Buyer's business requirements, this alternative may be implemented at Buyers sole discretion.

(b) Timeliness of Payment. Unless otherwise agreed to by the Parties, all invoices under this Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or the tenth (10th) day after receipt of the invoice, or if such day is not a Business Day, then on the next 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. 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 any 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 Section 5.2.

(ii) A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement, or adjust any invoice for any arithmetic or computational error within twenty-four (24) months of the date the invoice, or adjustment to an invoice, was rendered. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment along with all available supporting documentation. Upon resolution of the dispute, any required payment or refund shall be made with the next monthly invoice following such resolution.

(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.

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 Collateral Interest Rate plus one percent (1%), 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. 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"), unless Buyer collects such taxes, fees and levies upon resale of the Products (as, for example, with a value added tax). 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 (other than ad valorem, franchise or income taxes which are related to the sale of the Products by Seller and are, therefore, the responsibility of Seller) ("Buyer's Taxes").

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 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 Performance Guarantee Deposit. On the Effective Date, Seller shall post a Cash deposit in the amount of fifteen dollars (\$15.00) for a Small Distributed Generation Project 2 or twenty-five dollars (\$25.00) for a Large Distributed Generation Project multiplied by the Projected Annual Energy Output (measured in MWh) for the first Contract Year (“**Performance Guarantee Deposit**”); provided that in no event will the Performance Guarantee Deposit be less than five hundred dollars (\$500) or more than seventy-five thousand dollars (\$75,000). Buyer shall return a portion of the Performance Guarantee Deposit quarterly during the first Contract Year *pro rata* based on the actual Energy Delivered to Buyer during such quarter compared to the total Projected Annual Energy Output for the first Contract Year. Any Performance Guarantee Deposit remaining at the conclusion of the first Contract Year shall be forfeited to Buyer. Each Party agrees and acknowledges that (i) the damages that the Parties would incur due to a failure of the Facility to achieve the Projected Annual Energy Output in the first Contract Year 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 retention of all or a portion of the Performance Guarantee Deposit as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

6.3 Administration of Posted Collateral. Posted Collateral shall be provided in the form of Cash to Buyer hereunder and shall be subject to the following provisions.

(a) 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 6.3(a) shall not apply with respect to Buyer and Cash shall be held in a Qualified Institution in accordance with the provisions of Section 6.3(c). 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 6.3(c). Except as set forth in Section 6.3(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.

(b) 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, commingle 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.

(c) If neither Buyer nor the Custodian is eligible to hold Cash pursuant to Section 6.3(a) then 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.

(d) 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 8.3(b) of this Agreement, Buyer may exercise one or more of the following rights and remedies, in addition to any rights and remedies under Section 8.3: (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. Seller shall remain liable for amounts due and owing to Buyer that remain unpaid after the application of Posted Collateral, pursuant to this Section 6.3.

(e) Seller’s Rights and Remedies. If at any time a termination date has occurred or been designated as the result of an Event of Default with respect

to Buyer, in addition to any rights and remedies under Section 8.3, (i) Buyer will be obligated immediately to return all Posted Collateral provided by Seller, including any accrued interest to Seller, or (ii) to the extent that Posted Collateral provided by Seller, including any accrued interest is not returned pursuant to (i) above, Seller may set-off any amounts payable by Seller with respect to any Obligations against any Posted Collateral or to the extent that Seller does not set off such amounts, withhold payment of any remaining amounts payable by Seller with respect to any obligations of Buyer, up to the value of the remaining Posted Collateral.

6.4 Additional Rights Regarding Posted Collateral

(a) Further Assurances. Promptly following a request by Buyer, Seller 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 security interest or lien, to enable Buyer to exercise or enforce its rights or remedies under this Agreement, or to effect or document a release of a security interest on Posted Collateral or accrued interest.

(b) Further Protection. Seller will promptly give notice to Buyer of, and defend against, any suit, action, proceeding, or lien 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 of the Effective Date 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 Rhode Island. 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) 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 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. 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 relate in any manner to this Agreement or any transaction contemplated hereby, or which Buyer reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Buyer's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. 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) 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.

(g) No Default. 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 of the Effective Date as follows:

(a) Organization and Good Standing; Power and Authority. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Subject to the receipt of the Permits listed in on the Cover Sheet hereto, 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 (including without limitation the State of Rhode Island); and (iii) holds, or shall hold by the Commercial Operation Date, all rights and entitlements necessary to construct, own or lease (as applicable) and operate the Facility and to deliver the Products to 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 the Cover Sheet, 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.

(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 Seller and receipt of the Permits listed on the Cover Sheet hereto, 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 the Cover Sheet hereto, 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 relate in any manner to this Agreement or any transaction contemplated hereby, or which Seller reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. Subject to the receipt of the Permits listed on the Cover Sheet hereto on or prior to the date such Permits 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. To Seller's knowledge, Seller shall be able to receive the Permits listed on the Cover Sheet hereto in due course and as required under applicable Law to the extent that those Permits have not previously been received.

(g) Newly Developed Renewable Energy Resource. Subject to Section 4.7(b), the Facility shall be a Distributed Generation Facility, qualified by the PUC as a Newly Developed Renewable Energy Resource eligible to participate in the Renewable Energy Standard program under R.I.G.L. § 39-26-1 et seq.

(h) Title to Facility and Products. Seller has and shall throughout the Term have good and marketable title to the Facility and all Products sold and delivered to Buyer under this Agreement, and all Products sold and delivered to Buyer under this Agreement shall be free and clear of all liens, charges and encumbrances. 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) 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.

(j) No Default. 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.

(k) Useful Life. As of the Effective Date, the projected useful life of the Facility is at least twenty-one (21) years.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Section 7 are made as of the Effective Date and deemed made continually throughout the Term.

8. BREACHES; REMEDIES

8.1 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 material breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement, and such breach continues for more than thirty (30) days after the Non-Defaulting Party

has provided written notice to the Defaulting Party that any material representation or warranty set forth herein is false, misleading or erroneous in any material respect without the breach having been cured; 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 thirty (30) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than a Delivery Shortfall (the sole remedy for which shall be the payment of Cover Damages under Section 4.3), a Rejected Purchase (the sole remedy for which shall be the payment of Resale Damages under Section 4.4), a failure by Seller to perform its obligations under Section 4.8 (which is addressed in Section 4.8(d)), or an Event of Default described in Section 8.1(a), 8.1(b), 8.1(d), 8.1(e) or 8.2, 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; 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 in full force and effect any Permit necessary for such Party to perform its obligations under this Agreement and such failure continues for more than sixty (60) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party.

8.2 Events of Default by Seller. In addition to the Events of Default described in Section 8.1, it 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 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 Satisfy ISO-NE 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 any other material obligation with respect to ISO-NE, to the extent required under this Agreement; or

(c) Failure to Meet Critical Milestones. The failure of Seller to satisfy any Critical Milestone, other than with respect to the Output Demonstration under Section 3.1(a)(iv), and such failure continues for more than thirty (30) days after Buyer has given notice thereof to Seller.

8.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence 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 or, to the extent not inconsistent with the terms of this Agreement, at law, including, without limitation, the termination right set forth in Section 8.3(b).

(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. If Buyer terminates this Agreement because of an Event of Default by Seller that occurs after the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the amount, if positive, calculated according to the following formula:

$$\frac{\sum(RV - CV) + P}{N}$$

where:

" \sum " is the summation over the remainder of the Services Term.
N

"RV" is the replacement value of the Products for the remainder of the Services Term, calculated with reference to the applicable Replacement Price and the Supply Forecast, using a discount factor of eight percent (8.0%).

“CV” is the contract value of the Products for the remainder of the Services Term calculated with reference to the applicable Price and the Supply Forecast, using a discount factor of eight percent (8.0%) (the “**Contract Value**”).

“P” is the amount of any applicable penalties and costs incurred by Buyer in replacing the Products not Delivered to Buyer as a result of the termination of this 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 8.3(b)(i). Any Termination Payment required from Seller under this Section 8.3(b)(i) shall be in addition to any Performance Guarantee Deposit forfeited to Buyer under Section 6.2.

(ii) *Termination by Seller Prior to Financial Closing Date.* 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 all of Seller’s out-of-pocket expenses incurred in connection with the development and construction of the Facility prior to such termination.

(iii) *Termination by Seller On or After Financial Closing Date.* 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 equal to the amount, if positive, calculated according to the following formula:

$$\sum_N (CV - MV) + P$$

where:

“ \sum_N ” is the summation over the remainder of the Services Term.

“CV” is the Contract Value.

“MV” is the market value of the Products for the remaining Services Term as determined with reference to the applicable Resale Price and the Supply Forecast, using a discount factor of eight percent (8.0%).

“P” is the amount of any applicable penalties and costs incurred by Seller in selling the Products not accepted and paid for by Buyer as a result of the termination of this 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 8.3(b)(iii).

(iv) *Supply Forecast.* For purposes of determining the Termination Payment pursuant to Section 8.3(b)(i) and 8.3(b)(iii) above, the quantity of

Products to be delivered shall be based upon the then-current Projected Annual Energy Output (the “**Supply Forecast**”).

(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 the notice thereof is effective.

(vii) *Reinstatement of Agreement.* In the event that Buyer terminates this Agreement prior to the Commercial Operation Date and Seller thereafter achieves the Commercial Operation Date within one (1) year after such termination, Buyer may elect to reinstate this Agreement in accordance with its terms by providing Seller with at least six (6) months’ prior written notice of such reinstatement. Upon such reinstatement, Buyer shall return to Seller any Termination Payment made by Seller, together with interest accruing at the Late Payment Rate, on or prior to the date selected for reinstatement of this Agreement.

(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 and Cure Rights of Lender.* Buyer shall provide a copy of any notice given to Seller under this Article 8 to one representative of the Financing providing loans to or for the benefit of Seller and one representative of the Financing providing equity to or for the benefit of Seller, of which Buyer shall have written notice. Buyer shall permit a Lender to Seller to cure an Event of Default by Seller under this Agreement within any cure periods provided to Seller for such Event of Default and subject to all rights and remedies of Buyer with respect to such Event of Default.

(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, EACH PARTY'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, EACH PARTY'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.

9. **FORCE MAJEURE**

9.1 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 (w) any occurrence or event that merely 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, 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.

(b) 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. The Party whose performance is affected shall also give prompt notice of the termination of the Force Majeure and shall resume performance of its obligations under this Agreement upon such termination. 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 the 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.

(d) Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Energy 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 in Section 9.1(a) has occurred.

10. **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**"), the Parties shall attempt in the first instance to resolve such Dispute through consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days after notice of the Dispute has been delivered to either Party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within fifteen (15) days after such referral to the senior management of the Parties, then the Parties may seek to resolve such Dispute in the courts of the State of Rhode Island. The Parties agree to the exclusive jurisdiction

of the state and federal courts located in the State of Rhode Island for any legal proceedings that may be brought by a Party arising out of or in connection with this Agreement. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE.

11. ASSIGNMENT AND CHANGE OF CONTROL

11.1 Prohibition on Assignments. Except as permitted under this Article 11, this Agreement may not 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 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 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.

11.2 Assignor Remains Liable. Unless specifically agreed in writing, any assignment by a Party as contemplated by this Section 11 shall not be construed to relieve the assignor of any of its obligations under this Agreement, nor shall any such assignment be deemed to modify or otherwise affect any of the rights of the non-assigning Party hereunder.

11.3 Permitted Assignment by Seller. Seller may (i) assign this Agreement without consent of Buyer to an Affiliate of Seller or a purchaser of all or substantially all of the Seller's assets used in connection with performing this Agreement, upon a showing of the proposed assignee's technical and financial capability to fulfill the requirements of Seller under this Agreement, as determined by Buyer in its reasonable discretion, or (ii) transfer, pledge, encumber or assign the Facility, this Agreement or the accounts, revenues or proceeds under the Agreement as security for the project financing associated with the Facility.

11.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with (i) any merger or consolidation of Buyer with or into another Person; (ii) 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 (iii) 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; provided that (A) the

proposed assignee agrees in writing to assume all of Buyer's obligations under this Agreement and (B) the proposed assignee delivers to Seller a legal opinion as to due power and authority, due authorization, enforceability and regulatory approvals, or (b) to a Person whose credit rating as established by S&P or Moody's is equal or better than BBB- from S&P or Baa3 from Moody's after giving effect to the proposed assignment of this Agreement; provided that (i) the proposed assignee agrees in writing to assume all of Buyer's obligations under this Agreement and (ii) the proposed assignee delivers to Seller a legal opinion as to due power and authority, due authorization, enforceability and regulatory approvals.

11.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 11 shall be null and void.

12. TITLE; RISK OF LOSS

Title to and risk of loss related to the Energy shall transfer from Seller to Buyer at the Delivery Point. Title and risk of loss related to 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. Title to and risk of loss with respect to the Capacity shall transfer upon the transfer of title to and risk of loss related to Energy, subject to Section 4.8. Seller warrants that it shall deliver to Buyer the Products free and clear of all liens, claims, charges or encumbrances therein or thereto by any Person.

13. AUDIT

13.1 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. If requested, a Party shall provide to the other Party statements evidencing the quantities of Products delivered or provided hereunder. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall bear interest at the Late Payment Rate from the date the overpayment or underpayment was made until paid.

13.2 Consolidation of Financial Information. Generally accepted accounting principles and U.S. Securities and Exchange Commission rules may require Buyer to evaluate whether Buyer must consolidate Seller's financial information on Buyer's financial statements. Buyer shall require access to financial records and personnel to determine if consolidated financial reporting is required. If Buyer determines at any time that such consolidation is required, Buyer shall

require the following from Seller within fifteen (15) days after the end of every calendar quarter for the Term of this Agreement:

- (a) complete financial statements and notes to financial statements for such quarter;
- (b) financial schedules underlying such financial statements; and
- (c) access to records and personnel to enable Buyer's independent auditor to conduct financial audits (in accordance with generally accepted auditing standards) and internal control audits (in accordance with Section 404 of the Sarbanes-Oxley Act of 2002). Any information provided to Buyer under this Section 13.2 shall be treated as confidential except that such information may be disclosed for financial statement purposes.

14. 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); (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); 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: Corinne M. Abrams
National Grid
100 E. Old Country Road
Hicksville, NY 11801-4218
Fax: (516) 545-3130
Email:
Corinne.Abrams@us.ngrid.com

With a copy to: Brooke E. Skulley, Esq.
National Grid
40 Sylvan Road
Waltham, MA 02451-1120
Fax: (781) 907-5701
Email: Brooke.Skulley@us.ngrid.com

If to Seller: at the address provided on the Cover Sheet hereto

15. 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 approval or filing with the PUC or another Governmental Entity, and if Buyer determines that such approval or filing is required for any amendment or waiver of the provisions of this Agreement, then such amendment or waiver shall not become effective unless and until such approval is obtained or such filing is made.

16. INTERPRETATION

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

16.2 Headings. Article and section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections, cover sheets, appendices and exhibits are, unless the context otherwise requires, references to articles, sections, cover sheets, appendices 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.

16.3 Forward Contract; Commodities Exchange Act. 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. Each Party represents and warrants, solely as to itself, that it is (i) a "forward merchant" within the meaning of the United States Bankruptcy Code and (ii) an "eligible commercial entity" and an "eligible contract participant" within the meaning of the United States Commodities Exchange Act.

16.4 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 Bundled Price.

17. 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.

18. 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.

19. 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.

20. 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.

21. ENTIRE AGREEMENT

This Agreement, including the Cover Sheet, the Appendix to the Cover Sheet, the Standard Terms and Conditions and the Exhibits to the Standard Terms and Conditions, shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications.

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EXHIBIT A

FORM OF PROGRESS REPORT

For the Quarter Ending: _____

Status of construction and significant construction milestones achieved during the quarter:

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Events during quarter expected to result in delays in Commercial Operation Date:

Critical Milestones not yet achieved and projected date for achievement:

Current projection for Commercial Operation Date:

EXHIBIT B

PRODUCTS AND PRICING

1. Payment. Buyer shall, in accordance with the terms of the Agreement and this Exhibit B, with respect to any month after the Commercial Operation Date, pay to Seller, in immediately available funds, for each MWh of Products Delivered by Seller during such month, the Bundled Price per MWh set forth on the Cover Page hereto.
2. Allocation of MWh Price. The Bundled Price per MWh for each billing period shall be allocated between Energy and RECs as follows:

- | | | |
|--------|---|---|
| RECs | = | The RECs futures settlement price as published by the Chicago Climate Futures Exchange for the applicable billing period (the "CCFE Index Price"). In the event that the CCFE Index Price is no longer published, the Parties shall in good faith undertake commercially reasonable efforts to agree on a substitute index that reflects the market value of the RECs. Should such a substitute index not be available or if the Parties are unable to agree upon such a substitute index, the RECs will be valued at the "Alternative Compliance Payment Rate" for the Renewable Energy Standard published by the PUC for the applicable billing period. |
| Energy | = | The \$/MWh price of Energy for the applicable month shall be equal to the Bundled Price per MWh less the RECs allocation determined under this Section 2 for the applicable billing period. |

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Exhibit G – Interconnection Service Agreement

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of August 2, 2012 (“Effective Date”) is entered into, by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation with a principal place of business at 280 Melrose St., Providence, RI 02907 (hereinafter referred to as the “Company”), and ACP Land, LLC, a limited liability corporation with a principal place of business at 244 Gano Street, Providence, RI 02906 (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at Jacome Way Power, 28 Jacome Way, Middletown, RI 02842 (Facility name, address, and end-use customer account number, if applicable). A description of the Facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit G to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized (“Authorization Date”).

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. **Termination.**

4.1 This Agreement may be terminated under the following conditions.

4.1.1 The Parties agree in writing to terminate the Agreement.

4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Commission regulations or state law that have a material adverse effect on the Company’s ability to perform its obligations under the terms of this Agreement.

4.2 **Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as

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it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3 Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. General Payment Terms. The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 3 will include a payment and construction schedule for both parties.

5.1 Cost or Fee Adjustment Procedures. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

5.2 Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

6. Operating Requirements

6.1 General Operating Requirements. Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of the Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2 No Adverse Effects; Non-interference. Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other

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Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4 Access. The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1 Company and Interconnecting Customer Representatives. Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4.2 Company Right to Access Company-Owned Facilities and Equipment. If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

6.4.3 Right to Review Information. The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1 Temporary Disconnection

7.1.1 Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the

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extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

7.1.2 Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

7.1.3 Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

7.1.4 Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

7.1.5 Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

7.1.6 Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2 Permanent Disconnection. The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

7.2.1 The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

8. **Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
9. **Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations

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under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

10. Confidentiality. Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

11. Insurance Requirements.

11.1 General Liability.

11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
- ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
- iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
- iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net metered customers which are exempt from insurance requirements.

11.1(b) No insurance is required for a Facility with a Gross Nameplate Rating less than or equal to 50 kW that is eligible for net metering. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.

11.1(d) The general liability insurance required to be purchased in this Section may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.

11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.

11.1(f) In the event the State of Rhode Island and the Providence Plantations, or any other governmental subdivision thereof subject to the claims limits of R.I.G.L. Chapter 9-31 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of R.I.G.L. Chapter 9-31 as a defense in either the

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adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of R.I.G.L. Chapter 9-31 by the Governmental Entity.

11.2 Insurer Requirements and Endorsements. All required insurance shall be carried by reputable insurers qualified to underwrite insurance in RI having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (e) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

11.3 Evidence of Insurance. Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, updated and submitted yearly to the following:

National Grid
Attention: Risk Management
300 Erie Blvd West
Syracuse, NY 13202

12. Indemnification. Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its 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 for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

13. Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred.

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In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

14. Amendments and Modifications. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the interconnecting customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

16. Force Majeure. For purposes of this Agreement, "Force Majeure Event" means any event:

- a. that is beyond the reasonable control of the affected Party; and
- b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17. Notices.

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: National Grid
Attention: John C. Kennedy
Distributed Generation
280 Melrose St.
Providence, RI 02907
Phone: 401-784-7221
E-mail: john.kennedy@nationalgrid.com

If to Interconnecting Customer: Name: Eugene Goldstein
Street: 244 Gano Street
City: Providence
State/Zipcode: RI 02906
Phone: 401-453-0038
E-mail: genegoldstein@gmail.com

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17.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.

17.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18. Default and Remedies

18.1 Defaults. Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2 Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

20. Supercedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Commission approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

21. Governing Law. This Agreement shall be interpreted, governed, and construed under the laws of the State of Rhode Island and the Providence Plantations without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

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22. **Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
23. **Counterparts.** This Agreement may be signed in counterparts.
24. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
25. **Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
26. **Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
27. **Signatures.** IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

	Interconnecting Customer		Narragansett Electric Company d/b/a National Grid
Name:	<u>ACP Hand LLC</u> Eugene Goldstein	Name:	<u>John C. Kennedy</u>
Title:	<u>Managing member</u>	Title:	<u>Lead Technical Consultant</u>
Date:	<u>1/28/13</u>	Date:	<u>August 2, 2012</u>
Signature:	<u>Eugene Goldstein</u>	Signature:	<u>John C Kennedy</u>

The following attachments would be developed and included as appropriate for each specific Interconnection Service Agreement:

Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling
The proposed three-phase 405 kW AC generating system consists of one (1) Satcon Powergate Plus, 375kW, 480V, three-phase inverter and one (1) Satcon Powergate Plus, 30kW, 480V, three-phase inverter. The inverter's output is connected to a 480V Y-grounded / 4.16kV delta step up transformer rated at 500kVA. This connects to a medium voltage switchgear with disconnect switch and 125A circuit breaker. This leads to 2 separate revenue grade production meters. Production meter number 2 (not depicted in one-line) connects to a 125A circuit breaker and disconnect switch. This connects to National Grid's Electric Power System (EPS). This system will export power as it is proposed to be an independent power producer. Once all documentation has been received, National Grid will issue a request for a bidirectional meter that is adequate for net metering. The PCC (Point of Common Coupling) is the load side of the primary meter. Additional detail may be found within the System Impact Study for this project dated April 25, 2012.

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Attachment 2: Description of System Modifications
Refer to the System Impact Study for this project dated April 25, 2012.

Attachment 3: Costs of System Modifications and Payment Terms
\$90,429.00. A more detailed breakdown of estimated costs may be found within the System Impact Study for this project dated April 25, 2012. Once this agreement is signed and returned to National Grid an invoice will be processed for this construction contribution and mailed to the Interconnecting Customer. Billing instructions will be included with the invoice.

Attachment 4: Special Operating Requirements, if any.
All as detailed within this agreement, the System Impact Study for this project dated April 25, 2012 and RI PUC No. 2078 Standards for Connecting Distributed Generation.

Attachment 5: System Impact Study, RI-239: rTerra, LLC, 28 Jacome Way, Middletown, RI 02842; dated April 25, 2012.

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Exhibit E – Impact Study or ISRDG Agreement

This Agreement, dated 1/24/12, is entered into by and between rTerra, llc (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting an Impact Study relative to the Standard Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Impact Study pertains to Application Number RI-239 (the Interconnecting Customer’s application ID number).

1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer’s application.
2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
3. Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Impact Study without the Interconnecting Customer’s consent to have the other studies conducted.
4. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within $\pm 25\%$) and a Detailed Study Agreement and its estimated cost.
5. Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer’s proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer’s risk.

\$5,000.00
6. The Impact Study fee of \$XX (except as noted below) is due in full prior to the execution of the Impact Study. For a Renewable Interconnecting Customer the ISRDG Study fee is as per Table 2 in Section 3.5 of the interconnection tariff.
7. Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer’s cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer’s previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting

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Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

8. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 11 below.
9. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
10. Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its 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 for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

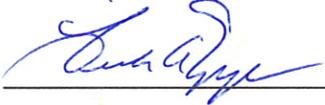
Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer. Moreover, with respect to an ISRDG provided to a Renewable Interconnecting Customer, the Company may not be held liable or responsible if the actual costs exceed the estimate as long as the estimate was provided in good faith and the interconnection was implemented prudently by the Company.
11. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
12. This agreement shall be construed and governed in accordance with the laws of the State of Rhode Island and the Providence Plantations.
13. All amendments to this Agreement shall be in written form executed by both Parties.
14. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
15. This Agreement will remain in effect for a period of up to two years from its effective date.
16. This Agreement may be terminated under the following conditions.
 - a) The Parties agree in writing to terminate the Agreement.
 - b) The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.

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c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff.

Interconnecting Customer:

Narragansett Electric Company d/b/a National Grid:

Name: FRANK A. EPPS
Title: President & CEO
Date: 2/16/12
Signature: 

Name: John C. Kennedy
Title: Lead Technical Consultant
Date: 1/24/12
Signature: 