

August 25, 2016

Via Federal Express and Electronic Mail

Melanie A. Bachman
Acting Executive Director
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: **Docket No. 470 – Application of NTE Connecticut, LLC for a Certificate of Environmental Compatibility and Public Need for the Construction, Maintenance and Operation of an Electric Power Generating Facility at 180 and 189 Lake Road, Killingly, Connecticut**

Dear Ms. Bachman:

Pursuant to the requirements of Connecticut General Statutes Section 16-50o(c), NTE Connecticut, LLC (“NTE”) hereby submits fifteen (15) redacted copies of the Option Agreement for the purchase of parcels known as 180 and 189 Lake Road in Killingly, Connecticut. The redacted provisions relate to financial terms contained in the Agreement for which NTE will seek protective treatment. A Motion for Protective Order, Affidavit and draft Protective Order for use by the Council will be submitted under separate cover.

Please contact me if you have any questions or need any additional information.

Sincerely,



Kenneth C. Baldwin

KCB/kmd
Enclosures
Copy to:
Mark Mirabito
Chris Rega

15152774-v1

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), dated as of the 4th day of **March**, 2016 (the "Effective Date"), is by and between Geoffrey A. Sorrow, of 189 Lake Road, Killingly, Connecticut 06241, Gerald T. Erwin, Sr. and Annarita D. Erwin, both of 324 Beechwood Road, West Hartford, Connecticut 06107 (collectively, the "Seller"), and NTE Connecticut, LLC ("Purchaser"), a Delaware limited liability company, whose address is 24 Cathedral Place, Suite 300, St. Augustine, Florida 32084.

1. Grant of Option. In consideration for the sum of (the "Option Payment") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby grants to Purchaser, its successors and assigns, the exclusive right and option (the "Option") to purchase certain lots or parcels of land known as 180 and 189 Lake Road in Killingly, Connecticut totaling approximately seventy-one and seven tenths (71.7) acres, as outlined and labeled on the map attached hereto and by this reference incorporated herein as **Exhibit A-1** (the "Map"), and as more particularly described in **Exhibit A-2** attached hereto and incorporated herein, together with all improvements thereon and all rights, privileges, easements and appurtenances thereto, including without limitation, all of Seller's right, title and interest in and to (i) all air rights, subsurface rights, mineral rights, and riparian and other water rights, and (ii) all easements, rights-of-way or other interests in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining said parcel(s); and (iii) any other easements, rights-of-way or other interests appurtenant or otherwise benefitting said parcels (collectively, the "Property"). The Option Payment set forth in this Section shall be credited against the Purchase Price if Purchaser exercises the Option. The parties acknowledge that the Property contains a burial ground shown as "Sorrow Cemetery" (the "Cemetery") on the preliminary sketch entitled "Preliminary Site 5 Arrangement" dated 2/24/16 and attached hereto as **Exhibit A-3** (the "Site Plan"). Purchaser may, at its option, exclude the Cemetery and property surrounding the Cemetery not to exceed five (5) acres (the "Cemetery Parcel") from the Property. If Purchaser elects to exclude the Cemetery Parcel from the Property, it shall (i) obtain all governmental approvals required in order to separate the Cemetery Parcel from the Property; and (ii) update the Survey (as hereafter defined) to exclude the Cemetery Parcel. Seller shall cooperate with Purchaser in obtaining such approvals.

2. Option Term; Renewal. The term of the Option shall commence on the Effective Date and shall expire on the date that is one year after the Effective Date, subject to extension, as provided herein. Purchaser shall have the right, at its sole discretion, to extend the original term for up to five (5) additional periods of one (1) year, each by written notice given to Seller before the then expiration of the term of the Option (each, an "Extension Notice"). Purchaser shall pay to Seller the sum of :

for each extension (hereinafter collectively referred to as the "Extension Payments") simultaneously with the giving of each such written extension notice. The payment(s) made pursuant to this Section shall be credited against the Purchase Price if Purchaser exercises the Option. For the purposes of this Agreement, the original one-year period, as the same may be extended, is hereinafter referred to as the "Option Term."

3. Exercise of Option. Purchaser shall have the right, at its sole discretion, to exercise the Option at any time during the Option Term by written notice of exercise given to Seller on or before the expiration of the Option Term ("Notice of Exercise"). If Purchaser does not exercise the Option on or before the expiration of the Option Term, this Agreement shall automatically expire and be of no further

force or effect, and neither party shall have any further obligations or liabilities hereunder except as otherwise expressly set forth in this Agreement; provided, however, that if Purchaser fails to timely give any Extension Notice, this Agreement shall not terminate unless Seller has given Purchaser written notice that the applicable Extension Notice has not been given and Purchaser fails to give such notice and make the applicable Extension Payment within ten (10) days after receipt of such notice from Seller.

4. **Purchase Price.** If Purchaser exercises the Option, the purchase price for the Property shall be determined as follows: The purchase price for each of 180 and 189 Lake Road, Killingly, Connecticut shall be _____ per acre, with the exact acreage of each tract and the resulting purchase price (the "Purchase Price") to be determined by the survey (using the Seller's existing boundary lines) to be obtained by Purchaser pursuant to paragraph 7 herein (the "Survey"). Based on the approximate acreage, the Purchase Price is estimated to be approximately _____, but the true Purchase Price will be calculated based on the acreage of each parcel as shown on the Survey. The Purchase Price, subject to credits and adjustment as provided herein, shall be paid by Purchaser at the closing to be held pursuant to Paragraph 12 herein (the "Closing") by wire transfer(s) made by Purchaser to the Closing attorney's Trust account. A copy of the Survey shall be made available to Seller should Purchase not purchase the Property.

5. **Adjustments and Costs.** Real estate taxes assessed against the Property shall be prorated between Seller and Purchaser as of the date of Closing (the "Closing Date") in accordance with the custom of the local bar association of the county in which the Property is located. Seller shall pay all personal property taxes and any roll-back or deferred taxes. If there are any assessments against the Property on Closing Date, then Seller shall pay same. If there are any utilities serving the Property, then Seller shall obtain meter readings of such utilities as of the Closing Date and shall be responsible for payment of all such utilities consumed on or before the Closing Date. The real estate transfer tax or the revenue stamps shall be paid by the Seller. Any costs not specifically addressed herein shall be assessed according to local custom. Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section or not otherwise provided for herein, including without limitation such parties own attorneys' fees.

6. **Due Diligence.** Purchaser and its employees, consultants, contractors and agents shall have the right to enter on the Property at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, specifically including, but not limited to a Phase 1 and a Phase 2 Environmental Assessment/Audit, and other such studies, tests, exams, and assessments as Purchaser determines are necessary or beneficial in Purchaser's sole discretion, (iii) review the applicable zoning laws, and (iv) do such other things as Purchaser determines, it is sole discretion, to be required to determine the suitability of the Property for development and Purchaser's intended use of the Property for a power generation plant. Seller acknowledges that such due diligence may include the digging of test pits and the cutting of trees on the Property, which Seller hereby approves. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to and does hereby indemnify, defend and hold harmless Seller against any mechanics liens or any loss, injury, death, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising out of such inspections, studies, tests, exams and assessments by Purchaser and its employees, consultants, contractors and agents or otherwise from the exercise by Purchaser, its agents or representatives of the right of entry under this Section. Seller may sustain as a result of an accident or injury and that arises as a direct result from the negligence or willful misconduct of Purchaser and its employees, consultants, contractors and agents on the Property. In addition, if Purchaser does not exercise the Option, Purchaser agrees to make a reasonable effort to restore the Property to the condition the Property was in prior to Purchaser's due diligence activities, to the extent practicable. Seller hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Property caused by such inspections, studies, tests, exams,

and assessments, and that Purchaser shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby. Results of any studies will be made available to Seller should Purchaser not purchase the Property and Purchaser agrees to keep the results of the studies confidential.

7. **Title.** Purchaser shall have the right, at its sole discretion, not later than six (6) months from the Effective Date to do an examination of the title to the Property and to cause a survey to be prepared. If Purchaser, in its sole discretion, objects to any matter affecting title or objects to the survey or of any other nonconformity of the Property to the requirements set forth in this Agreement, Purchaser shall, no later than seven (7) months from the Effective Date, provide to Seller a copy of any survey, certificate of title, title search or report or title insurance binder obtained by Purchaser relating to the Property together with a written statement of any such objections or nonconformities (a "Title Defect Notice"), Seller shall have a reasonable period of time, not to exceed sixty (60) days after receipt of the Title Defect Notice ("Seller's Title Cure Period"), within which to remedy or cure any such objections or nonconformities. Seller shall use commercially reasonable efforts to cure such objections or nonconformities. If, despite Seller's efforts, such objections or nonconformities cannot be corrected or remedied within such time period to the satisfaction of Purchaser in its sole discretion, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities and if such objection is a lien that can be removed by the payment of a definitely ascertainable amount, Purchaser shall have the right to pay or assume such amount, and receive a corresponding credit against the Purchase Price, (ii) to undertake the cure of such objections or nonconformities, or (iii) to terminate this Agreement. If Purchaser elects to undertake the cure, then Purchaser shall have an additional sixty (60) days to remedy or cure such objections or nonconformities ("Purchaser's Title Cure Period"), and the costs incurred by Purchaser shall be credited against the Purchase Price. If Purchaser is unsuccessful in curing such objections or nonconformities, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities, with a credit against the Purchase Price equal to the costs incurred by Purchaser and the cost to pay off any lien against the Property, or (ii) to terminate this Agreement. If Purchaser elects to terminate this Agreement pursuant to this Section, then Seller shall refund to Purchaser all Extension Payments, if any, and one-half of the initial consideration (or fifteen thousand dollars \$15,000.00) paid pursuant to Section 1 herein, without interest, within thirty (30) days after receipt of Purchaser's termination notice, provided that if such title defect or nonconformity arises after the date of this Agreement as a result of any action taken or omitted to be taken by Seller, Purchaser shall be entitled to a return of all prior payments made by Purchaser under this Agreement. If this Agreement is terminated, and neither party shall have any further obligations or liabilities under this Agreement except as provided in this Section or as otherwise expressly set forth in this Agreement. The parties acknowledge and agree that the Option Term and the Closing Date, shall be extended by the number of days in the Seller's Title Cure Period and, if elected by Purchaser, the Purchaser's Title Cure Period. Notwithstanding the foregoing, Purchaser shall have the right, at any time before Closing, to obtain a revised survey which excludes the Cemetery Parcel from the Property.

Purchaser shall have the right, at its sole discretion prior to Closing to do an updated examination of the title to the Property. If Purchaser, in its sole discretion, objects to any matter affecting title or of any other nonconformity of the Property to the requirements set forth in this Agreement, Purchaser shall provide to Seller a copy of any certificate of title, title search or report or title insurance binder obtained by Purchaser relating to the Property together with a Title Defect Notice, Seller shall have a reasonable period of time, not to exceed sixty (60) days after receipt of the Title Defect Notice ("Seller's Additional Title Cure Period"), within which to remedy or cure any such objections or nonconformities. Seller shall use commercially reasonable efforts to cure such objections or nonconformities. If, despite Seller's efforts, such objections or nonconformities cannot be corrected or remedied within such time period to the satisfaction of Purchaser in its sole discretion, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities and if such objection is a lien that can be removed

by the payment of a definitely ascertainable amount, Purchaser shall have the right to pay or assume such amount, and receive a corresponding credit against the Purchase Price, (ii) to undertake the cure of such objections or nonconformities, or (iii) to terminate this Agreement. If Purchaser elects to undertake the cure, then Purchaser shall have an additional sixty (60) days to remedy or cure such objections or nonconformities ("Purchaser's Additional Cure Period"), and the costs incurred by Purchaser shall be credited against the Purchase Price. If Purchaser is unsuccessful in curing such objections or nonconformities, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities, with a credit against the Purchase Price equal to the costs incurred by Purchaser and the cost to pay off any lien against the Property, or (ii) to terminate this Agreement. If Purchaser elects to terminate this Agreement pursuant to this Section, then Seller shall refund to Purchaser all Extension Payments and one-half of the initial consideration

paid pursuant to Section 1 herein, without interest, within thirty (30) days after receipt of Purchaser's termination notice, provided that if such title defect or nonconformity arises after the date of this Agreement as a result of any action taken or omitted to be taken by Seller, Purchaser shall be entitled to a return of all prior payments made by Purchaser under this Agreement. If this Agreement is terminated, and neither party shall have any further obligations or liabilities under this Agreement except as provided in this Section or as otherwise expressly set forth in this Agreement. The parties acknowledge and agree that the Option Term and the Closing Date, shall be extended by the number of days in the Seller's Additional Title Cure Period and, if elected by Purchaser, the Purchaser's Additional Title Cure Period.

8. Permits. Purchaser shall have the right, at its sole discretion, to seek all permits, licenses, zoning changes, approvals and the like, including any appeals therefrom whether administrative or in the courts, that Purchaser may deem necessary or convenient for its intended use of the Property, with all federal, state and local government entities, departments, and agencies; provided, however, that such permits, licenses, zoning changes, approvals, and the like shall be expressly conditioned upon the Closing hereunder, unless otherwise agreed in writing by Seller. Seller agrees not to object to Purchaser's applications for such permits, licenses, zoning changes, approvals and the like, and Seller agrees to reasonably cooperate with Purchaser, at Purchaser's cost, in connection with such permits, licenses, zoning changes, approvals and the like.

9. Representations and Warranties.

(a) Seller represents and warrants to Purchaser that the following are, to the best of Seller's knowledge, true as of the Effective Date and will be true as of the Closing:

(i) Seller has no actual knowledge of the existence of any violations of laws or regulations affecting the Property. Seller has not received any notice from any federal, state or local governmental authority or representative thereof claiming or inquiring into the existence of any such violation.

(ii) Seller has no actual knowledge of any pending or threatened actions or proceeding regarding condemnation of the Property or any part thereof.

(iii) There are no outstanding contracts, option agreements, rights of first refusal or offer or other agreements that grant any third party the right or option to purchase, use or occupy all or any portion of the Property. There are no adverse or other parties in possession of the Property or of any part thereof.

(iv) To the best of the Seller's knowledge, the Property has not been and is not being used to treat, store or dispose of waste materials or hazardous substances, and there have not

been, and there are not currently, any surface impoundments, lagoons, waste piles or landfills located on the Property. Neither Seller, nor, to Seller's knowledge, anyone else, has otherwise dumped, placed or discharged waste materials or hazardous substances on the Property or adjacent property, including surface water.

(v) To the best of Seller's knowledge, none of the following operations or businesses have been conducted at all or any portion of the Property: dry cleaning, furniture stripping, or a facility for vehicle body repairs.

(vi) To the best of Seller's knowledge, (A) on or after November 19, 1980, no operation located on all or any portion of the Property generated more than one hundred kilograms of hazardous waste in any one month, and (B) no hazardous waste generated at a different location was recycled, reclaimed, reused, stored, handled, treated, transported or disposed of at the Property.

(vii) Seller has not received written notice that any governmental or public agency has inspected, or proposes to carry out an inspection of the Property, soil, water or air sampling, installation or operation of temporary or permanent ground water monitoring wells, or investigation, cessation, prevention, correction, amelioration or enhancement of any condition located on or beneath the Property or adjacent property.

(viii) To the best of the Seller's knowledge, there are no endangered species, protected wildlife or protected artifacts on the Property.

(ix) Seller is the owner of the Property, and Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided in this Agreement and to perform its obligations hereunder.

Seller shall indemnify and hold Purchaser harmless from any loss, claims, damages, fines, fees, or cause of action, including, but not limited to attorneys' fees and court costs, that arise because of a breach of Seller's representations and warranties contained within this paragraph or elsewhere in this Agreement.

(b) Purchaser represents and warrants to Seller that the following is true as of the Effective Date and will be true as of the Closing: Purchaser has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) Each party's obligations under this Agreement are expressly contingent upon all of the above representations and warranties of the other party being true and correct in all material respects when made and on the Closing Date. If either party discovers prior to or at the Closing that any representation or warranty of the other party is materially untrue or incorrect, the discovering party may elect to waive any remedies and proceed with Closing or to treat such event as an event of default hereunder. Such representations and warranties shall survive the Closing.

10. Interim Considerations. Between the date of this Agreement and the Closing Date:

(a) Seller shall not (i) dispose of any interest in the Property, (ii) mortgage, pledge or subject to lien or other encumbrance the Property or any interest in the Property, (iii) enter into any other agreement relating to the Property that would affect the sale or survive the Closing, (iv) enter into any lease or use arrangement affecting the Property, or any portion thereof, or (v) market the Property or enter

into or continue any discussions or contracts with any person or entity regarding the sale/purchase of the Property.

(a) Seller shall not take any action or fail to take any action that would cause any title or survey objections, cause the Property not to conform with the provisions of this Agreement, cause any of Seller's representations or warranties hereunder to be untrue or incorrect, or cause Seller to be unable to perform its obligations under this Agreement.

11. Conditions Precedent to Purchaser's Performance.

(a) In addition to the other conditions set forth herein, Purchaser's obligations hereunder, including the obligation to purchase and pay for the Property, are subject to the satisfaction of the following conditions, any of which may be waived by Purchaser, but only in a writing signed by Purchaser: (i) all of Seller's representations and warranties set forth herein shall be true and correct in all material respects when made and as at the Closing; (ii) Seller shall have performed and complied with each and every one of its obligations set forth herein or as otherwise waived in writing by Purchaser; (iii) there shall be no material adverse change in the physical condition of the Property; and (iv) Purchaser shall have obtained such financing as Purchaser deems necessary to finance the purchase of the Property.

(b) If any of the conditions set forth in Section 11(a) above or elsewhere in this Agreement, are, in Purchaser's sole discretion, not satisfied, Purchaser may elect, by written notice delivered to Seller on or before the Closing, to (i) waive such condition and proceed with the Closing, (ii) raise such condition (as well as other conditions) in such notice and Seller shall have a right to attempt to cure such noncompliance, or (iii) to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Purchaser does not give such written notice, Purchaser shall be deemed to have elected to waive such condition and proceed with the Closing.

12. Closing

(a) If Purchaser elects to exercise the Option, the Closing shall take place at a time to be determined by Purchaser at the offices of Purchaser's attorney on a date designated in the Notice of Exercise.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously: (i) Seller shall execute, acknowledge and deliver to Purchaser a Connecticut form of Warranty Deed containing a description of the Property based on the Survey, and conveying to Purchaser good and marketable title to the Property, free and clear of all encumbrances other than those approved by Purchaser in its sole discretion; (ii) Seller shall execute and deliver state and local conveyance tax forms, together with funds to pay the conveyance taxes; (iii) Seller shall execute, acknowledge and deliver such affidavits and indemnifications, in form and substance reasonably satisfactory to Purchaser, regarding mechanics' liens, materialmen's liens and parties in possession sufficient to eliminate any title insurance exceptions for these matters; (iv) Seller shall execute, acknowledge and deliver an Affidavit indicating that Seller is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. § 1445, or in lieu thereof, Purchaser shall be entitled to withhold and account for a portion of the Purchase Price as required by such statute and corresponding regulations; (v) Seller and Purchaser shall each execute and deliver a certification confirming that their respective representations and warranties set forth in Article IV continue to be true and accurate as of the Closing Date; (vi) Purchaser and/or Purchaser's Lender shall deliver to the Closing attorney the wire transfer required by Section 4; (vii) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the

obligations under this Agreement or that may be reasonably requested by the Closing attorney; and (viii) Seller shall deliver to Purchaser possession of the Property, free and clear of any tenancy to persons in possession.

13. Risk Of Loss

(a) All risk of loss to the Property prior to the Closing shall be on Seller. If between the date of this Agreement and the Closing any part of the Property is damaged or taken in condemnation or under the right of eminent domain, Purchaser shall have the right to terminate this Agreement by giving written notice given to Seller on or before the Closing; if Purchaser elects to terminate this Agreement pursuant to this Section, then Seller shall refund to Purchaser all Extension Payments, without interest, within thirty (30) days after receipt of Purchaser's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

(b) If Purchaser does not elect to terminate this Agreement pursuant to this Section, Seller and Purchaser shall perform their respective obligations under this Agreement, and Seller shall (i) deliver to Purchaser at the Closing any insurance proceeds or condemnation awards, as applicable, received by Seller as a result of any occurrence specified in Section 13(a) in respect of or allocable to the Property and (ii) assign to Purchaser all of Seller's right, title and interest in and to any insurance proceeds or condemnation award allocable to the Property that have not yet been received by Seller on that date; and (iii) refrain from accepting or agreeing upon the amount of any payment of any proceeds or awards without Purchaser's prior written consent.

14. Default And Remedies

(a) The parties acknowledge and agree that Purchaser shall have no obligation to purchase the Property unless and until Purchaser exercises the Option in accordance with the provisions of Article I above and unless and until all other conditions herein are satisfied. If Purchaser properly exercised the Option as provided herein, and thereafter Purchaser defaults in performing its obligations hereunder prior to or at the Closing and Seller has performed or tendered performance of its obligations hereunder, Seller's sole remedy shall be to terminate this Agreement and retain the Option Payment and any Extension Payments as liquidated damages. The parties acknowledge that Seller's damages because of Purchaser's default hereunder are difficult to ascertain and that the amount of the Option Payment and any Extension Payments actually paid represents a reasonable estimate of Seller's damages.

(b) If Seller defaults in performing its obligations hereunder prior to or at the Closing and Purchaser has performed or tendered performance of its obligations hereunder, Purchaser may elect to terminate this Agreement or to seek specific performance of this Agreement. If Purchaser elects to terminate, then Seller shall refund to Purchaser the Option Payment and all Extension Payments, without interest, within thirty (30) days after receipt of Purchaser's termination notice, and Purchaser shall be entitled to exercise all legal and equitable remedies.

15. Miscellaneous Provisions

(a) All notices and other communications required or permitted under this Agreement shall be in writing, shall be given by certified mail or nationally recognized overnight delivery service, and sent be sent to the address set forth below. Any such notice shall be deemed delivered on the date received or on the date delivery was refused and shall be addressed to Seller or Purchaser at their respective addresses set forth in the introductory paragraph of this Agreement, with a copy, in the case of notice to Seller to: Christian G. Sarantopoulos, Esq., 143 School Street, Danielson, Connecticut 06239, and copy, in the case

of notice to Buyer, to: Mark Mirabito, 24 Cathedral Place, Suite 300, St. Augustine, FL 32084. Any party may change the address to which its future notices shall be sent by notice given as above, provided that change shall be effective only upon receipt.

(b) Seller and Purchaser warrant and represent to each other that neither party has engaged a real estate broker in connection with this transaction. Each party hereto agrees to indemnify and hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from a breach of such party's representation or covenant contained in this Section. The provisions of this Section shall survive the Closing.

(c) Purchaser has disclosed to Seller certain proprietary information concerning the intended use of the Property. Seller hereby agrees that Purchaser's intended use, as set in Section 6 is acceptable to Seller, and Seller waives any objection it may have to such use. Seller hereby covenants and agrees further to use good faith efforts to preserve the confidentiality of the transaction contemplated by this Agreement and to prevent disclosure of the price and other terms of the transaction set forth in this Agreement to any party other than to its attorneys, auditors, lenders, financial advisors and accountants, who shall agree to hold such information and/or such transaction as confidential and not to be disclosed to others, except: (i) as may be approved in writing in advance by Purchaser in each instance; and (ii) as may be ordered by a court of competent jurisdiction. Seller agrees not to object to, protest, or speak against Purchaser's business or any particular project of Purchaser.

(d) Neither party shall have the right to assign this Agreement or its rights hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any assignment made in compliance with this Section, this Agreement shall inure to and be binding upon the successors and assigns of the assigning party. Notwithstanding the foregoing, Purchaser may, without the consent of Seller, transfer or assign this Agreement to (i) an affiliate of Purchaser, or (ii) to any entity of which Purchaser is a shareholder, member or partner, or (iii) to any person or entity that intends on purchasing or using the Property to construct a power generating plant thereon.

(e) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, heretofore between the parties hereto are merged into this Agreement, which alone fully and completely expresses the parties agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by an instrument in writing signed by Seller and Purchaser.

(f) Should Seller or Purchaser employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, the party prevailing shall be entitled to payment by the other party of all reasonable costs, charges and expenses, including attorney's fees and costs in all pre-trial, trial and appellate levels and outside of litigation, expended or incurred in connection therewith by the prevailing party.

(g) Simultaneously with its execution of this Agreement, Seller agrees to execute, acknowledge and deliver to Purchaser a Memorandum of Option, in form and substance reasonably satisfactory to Purchaser, which Purchaser shall have right, at its sole cost and expense, to record in the applicable land use records.

(h) This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(i) In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Seller to Purchaser, Seller and Purchaser agree to perform, execute and deliver or cause to be performed, executed and delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

(j) It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. Any reference herein to time periods of less than six (6) days shall be computed to exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which ends on a Saturday, Sunday or legal holiday shall extend to 6:00 p.m. Eastern Time of the next full business day.

(k) This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.


(l) The Property is located in the State of Connecticut and the parties intend that the laws of such state shall govern the validity, construction, enforcement and interpretation of this Agreement, unless otherwise specified herein.

(m) Seller agrees to execute a notice of this Agreement, which Purchaser may record in the Land Records of the Town in which the Property is located.

[Remainder of page left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:



Geoffrey A. Sorrow
Signed on March 4, 2016

Gerald T. Erwin, Sr.
Signed on _____, 2016

Annarita D. Erwin
Signed on _____, 2016

PURCHASER:

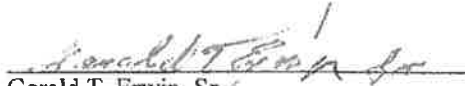
NTE CONNECTICUT, LLC

By: _____
Name: Seth Shortlidge
Title: Authorized Representative
Signed on _____, 2016

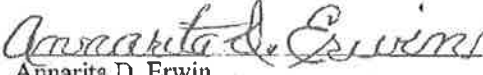
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:

Geoffrey A. Sorrow
Signed on _____, 2016



Gerald T. Erwin, Sr.
Signed on March 4, 2016



Annarita D. Erwin
Signed on March 4, 2016

PURCHASER:

NTE CONNECTICUT, LLC

By: _____
Name: Seth Shortlidge
Title: Authorized Representative

Signed on _____, 2016

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:

Geoffrey A. Sorrow
Signed on _____, 2016

Gerald T. Erwin, Sr.
Signed on _____, 2016

Annarita D. Erwin
Signed on _____, 2016

PURCHASER:

NTE CONNECTICUT, LLC

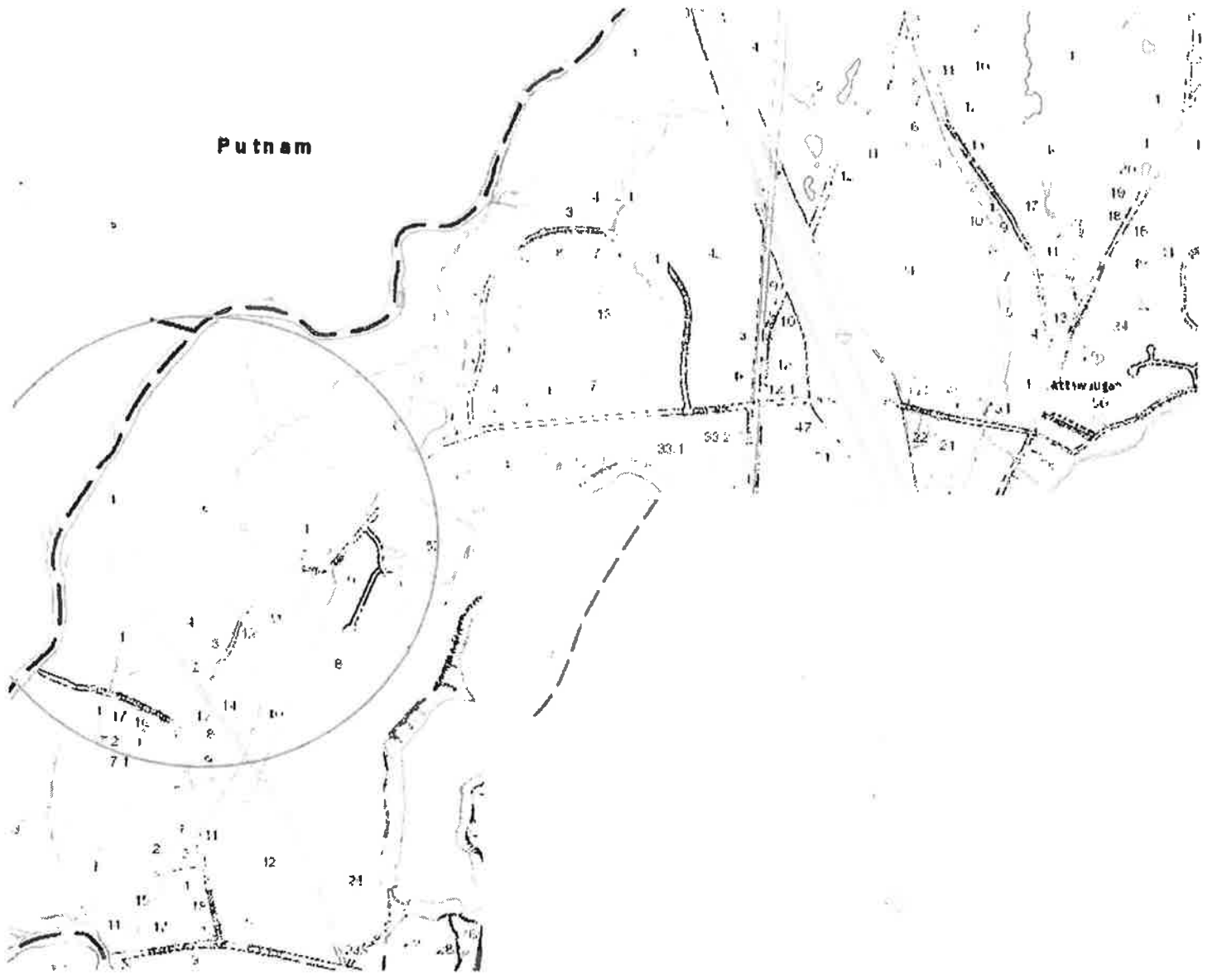
By: 
Name: Seth Shortlidge
Title: Authorized Representative

Signed on March 4, 2016

EXHIBIT A-1

MAP DEPICTING THE PROPERTY

Putnam



1400 80

Office

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PROPERTY

180 & 189 Lake Road
Killingly, Connecticut

A certain tract of land with all buildings thereon, situated in the Town of Killingly, County of Windham and State of Connecticut, and more particularly bounded and described as follows:

Bounded on the east by land of Sylvanus Wright, land of Edward Williams and land of one Phillips, and land of Evan Richmond and land of heirs of Simon Cotton; on the west by the Quinebaug River; on the South by land of Arnold Joslyn and on the north by land of Jedediah Sabin, and being the land described in a deed from James E. Chase and Ella F. Chase to Cromwell D. Chase which deed is dated October 26, 1900 and recorded in Killingly Land Records, in Book 61, Page 91, and conveyed by said Cromwell D. Chase to Thomas Dunn by deed dated December 28, 1900, and recorded in said Records, Book 60 at Page 259, to which deeds and all deed therein referred to reference is herein had and made and may be had for further description of said property.

Excepting from the above described property, all that strip of land sold by Thomas Dunn on Quinebaug River, to Frank R. Kingman by deed dated February 24, 1908, and recorded in Killingly Land Records, Book 64 at Page 546.

Also the right conveyed to The Shore Line Electric Railway Company to erect their wires and cables, towers and poles as set forth in an instrument dated June 26, 1918 and recorded in said Killingly Land Records, Book 71 at Page 548.

Also excepting from the above described property that tract of land sold by Eliza M. Dunn to J. Carlton Witter by Warranty Deed dated June 23, 1933, and recorded in Killingly Land Records, Vol. 86, Page 136.

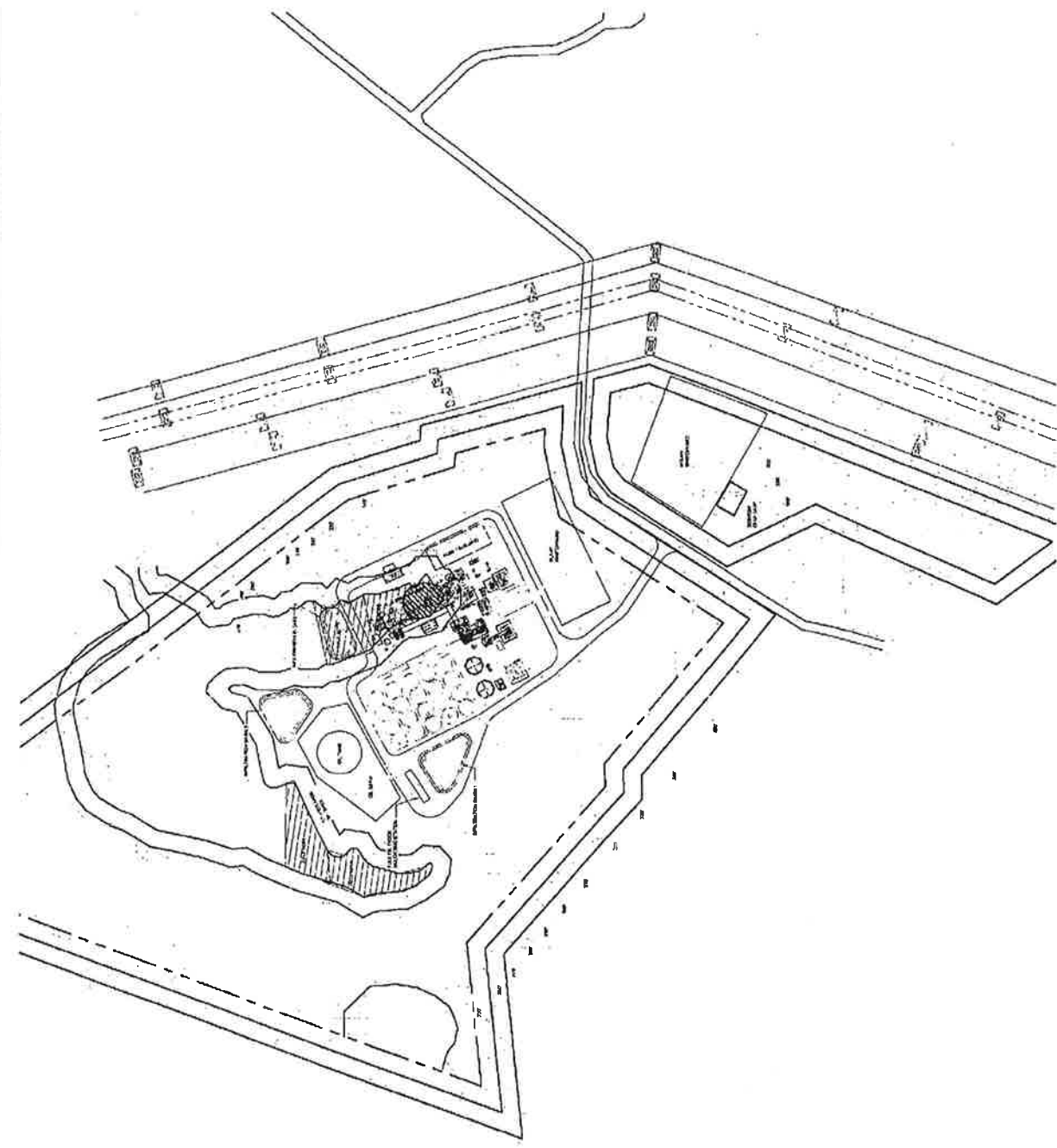
Also excepting from the above described property a parcel of land conveyed by James J. Byrnes to Connecticut Light and Power Company by Warranty Deed dated June 11, 1969 recorded in Killingly Land Records, Volume 179, at Page 55. Reference is also made to a correcting Warranty Deed from James J. Byrnes to Connecticut Light and Power Company dated January 15, 1970, and recorded in Killingly Land Records, Volume 181 at Page 455.

Excepting from the above described property a parcel of land, consisting of approximately 2.064 acres of land, which was conveyed by Geoffrey A. Sorrow to John R. Dunn, Jr., by deed dated December 29, 1989.

Excepting therefrom the above described real property a parcel sold to Preston Bristow and Lillian Bristow by deed dated November 23, 1956 and recorded in Killingly Land Records, Volume 126, Page 299.

EXHIBIT A-3

SITE PLAN



SITE 5 PROGRESS PRINT
22/016

KILBINEY CONNECTICUT Preliminary Site 5 Assignment	
PROJECT NO. 22/016	SHEET NO. A
DATE 11/11/16	SCALE AS SHOWN
DRAWN BY J. HARRIS	CHECKED BY M. HARRIS
PROJECT LOCATION KILBINEY, CT	PROJECT NO. 22/016

McClintock & Associates, Inc. is a registered professional engineering firm in the State of Connecticut. This drawing was prepared by a duly licensed professional engineer under the supervision of a duly licensed professional engineer. The engineer's name and seal are shown on this drawing. This drawing is not to be used for any other project without the written consent of McClintock & Associates, Inc.