

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE: :
: :
APPLICATION OF NTE CONNECTICUT, LLC : DOCKET NO. 470B
FOR A CERTIFICATE OF ENVIRONMENTAL :
COMPATIBILITY AND PUBLIC NEED FOR :
THE CONSTRUCTION, MAINTENANCE AND :
OPERATION OF AN ELECTRIC POWER :
GENERATING FACILITY OFF LAKE ROAD, :
KILLINGLY, CONNECTICUT : MARCH 28, 2019

**RESPONSES OF NTE CONNECTICUT, LLC
TO CONNECTICUT SITING COUNCIL INTERROGATORIES, SET TWO**

On March 20, 2019, the Connecticut Siting Council (“Council”) issued Interrogatories to NTE Connecticut, LLC (“NTE”), relating to Docket No. 470B. Below are NTE’s responses.

Third-Party Agreements Question

Question No. 43

Connecticut General Statutes (CGS) § 16-50o(c) states that “The applicant shall submit into the record the full text of the terms of any agreement, and a statement of any consideration therefor, if not contained in such agreement, entered into by the applicant and any party to the certification proceeding, or any third party, in connection with the construction or operation of the facility. This provision shall not require the public disclosure of proprietary information or trade secrets.” Provide copies of any such agreements.

Response

Included in Attachment 1 are copies of the following agreements.

- A. Redacted copy of an Option Agreement dated March 4, 2016, between Geoffrey A. Sorrow, Gerald T. Erwin and Annarita D. Erwin and NTE Connecticut, LLC.

- B. Redacted copy of a Preliminary Engineering Agreement between Yankee Gas Services Company d/b/a Eversource Energy and NTE Connecticut, LLC dated October 21, 2016 [Redacted].
- C. Redacted copy of an Amendment to Preliminary Engineering Agreement dated October 17, 2017.
- D. Redacted copy of an Second Amendment to Preliminary Engineering Agreement dated March 26, 2019 [Partially Executed].
- E. A Water Supply Agreement between the Connecticut Water Company and NTE Connecticut, LLC dated October 31, 2017.
- F. Redacted copies of two (2) Customers Refundable Advance Payment Agreements between Connecticut Water Company and NTE Connecticut, LLC, both dated October 31, 2017 for improvements along Lake Road and Route 12.
- G. Tax Stabilization Agreement between the Town of Killingly and NTE Connecticut, LLC dated January 30, 2018.
- H. Community Environmental Benefits Agreement between the Town of Killingly and NTE Connecticut, LLC dated January 30, 2018.
- I. Base Contract for the Sale and Purchase of Natural Gas between Emera Energy Services, Inc. and NTE Connecticut, LLC (the "Emera Agreement"), executed by NTE on July 18, 2016, and an Option to Renew the Emera Agreement dated January 3, 2017. This agreement has been submitted subject to Protective Order.

With the exception of the agreement referenced in Attachment 1(I), un-redacted copies of all of the agreements identified in Attachments 1(A) through (D) and (F) will be filed subject to Protective Order and will be shared with all parties and intervenors of record in Docket No. 470B

upon the signing of a Confidentiality and Non-Disclosure Agreement by those parties.

Agricultural Questions

Question No. 44

Is any portion of the site currently in productive agricultural use? If so, is it used by the property owner or is it leased to a third party?

Response

No. The site is not currently in productive agricultural use.

Question No. 45

Does the proposed site contain any Connecticut Prime Farmland and/or Important Agricultural Soils? If so, what acreage of prime and important soils would the facility and associated equipment, access road, utility routes, switchyards, or other disturbance for construction be located on? Please submit a Farmland Soils Map for the site parcels.

Response

A Farmland Soils Map and an overlay of this information with delineated wetlands and the KEC facility current layout are provided in Attachment 2. The only mapped Prime Farmland Soils (Ninigret-Tisbury soil series complex) and Important Agricultural Soils are located in the northern portion of the Generating Facility Site. The only element of the KEC facility that overlaps with approximately 0.5-acre of these mapped agricultural soils is a portion of KEC's stormwater management system. Note that the project soil scientist has investigated this area of "overlap" and determined that the soils here are not typical of the Ninigret-Tisbury soil complex, but rather are characterized by a thin sandy outwash deposit over a till deposit.

Question No. 46

Are the site parcels or any portion thereof, part of the Public Act 490 Program?

Response

No.

Power Plant Safety Questions

Question No. 47

Referencing Docket No. 470, NTE Responses to Council Interrogatories, Set Two, dated October 27, 2016, question number 90, NTE notes that, "NTE has received confirmation from Siemens that the generators will be totally-enclosed water-to-air cooled units, therefore eliminating the need for any hydrogen on-site for the purposes of generator cooling." With NTE's updated proposed configuration (including a Mitsubishi combustion turbine generator), would hydrogen need to be stored on-site for generator cooling or any other purpose? If yes, please respond to the following:

- a) Estimate the quantity of hydrogen to be stored on-site.
- b) Indicate on the site plan where the hydrogen would be stored.
- c) What safety measures would be employed relative to the on-site storage of hydrogen?
- d) How often would hydrogen need to be delivered to the site to replenish the supply?
- e) What safety measures would be employed relative to the delivery of hydrogen to the site?

Response

- a) NTE estimates that approximately 40,000 standard cubic feet of hydrogen between the amount contained in the generators and the amount stored in a “tube trailer” for replenishment will be stored on site.
- b) The generators are located in the turbine building. The tube trailer will be located to the south of the turbine building in the proximity of the water tanks.
- c) Hydrogen will be stored in accordance with 29 CFR 1910.103 (OSHA Occupational Safety and Health Standards for Hydrogen), NFPA 497 “Recommended Practice for the Classification of Flammable Liquids, Gases, or Vapors and of Hazardous (Classified) Locations for Electrical Installations in Chemical Process Areas”, and supplier recommendations.
- d) NTE estimates that the tube trailer would be replaced approximately once a month.
- e) KEC will develop specific site Safety Procedures, Operating Procedures, and an Emergency Response Plan which will all address the safe delivery, storage, and usage of hydrogen. In addition, site personnel will receive both initial and continuous training in each of these areas.

Question No. 48

If the proposed 650 megawatt (MW) project is approved, would NTE comply with the provisions of CGS §16-50ii?

Response

Yes.

CERTIFICATION OF SERVICE

I hereby certify that on this 28th day of March 2019, a copy of the foregoing was sent via electronic mail, to the following:

Mary Mintel Miller, Esq.
Reid and Riege, P.C.
One Financial Plaza, 21st Floor
Hartford, CT 06103
mmiller@rrlawpc.com

Mary Calorio, Town Manager
Town of Killingly
172 Main Street
Killingly, CT 06239
mcalorio@killinglyct.gov

Joshua Berman, Staff Attorney
Sierra Club
50 F Street NW., 8th Floor
Washington, DC 20001
josh.berman@sierraclub.org

Katherine Fiedler, Esq.
Connecticut Fund for the Environment
900 Chapel Street
Upper Mezzanine
New Haven, CT 06510
kfiedler@ctenvironment.org



Kenneth C. Baldwin

ATTACHMENT 1A

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 [REDACTED] dollars [REDACTED] (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 Cemetary" (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 [REDACTED] dollars [REDACTED] 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 [REDACTED] dollars [REDACTED] 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 [REDACTED] [REDACTED] 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 (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 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 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

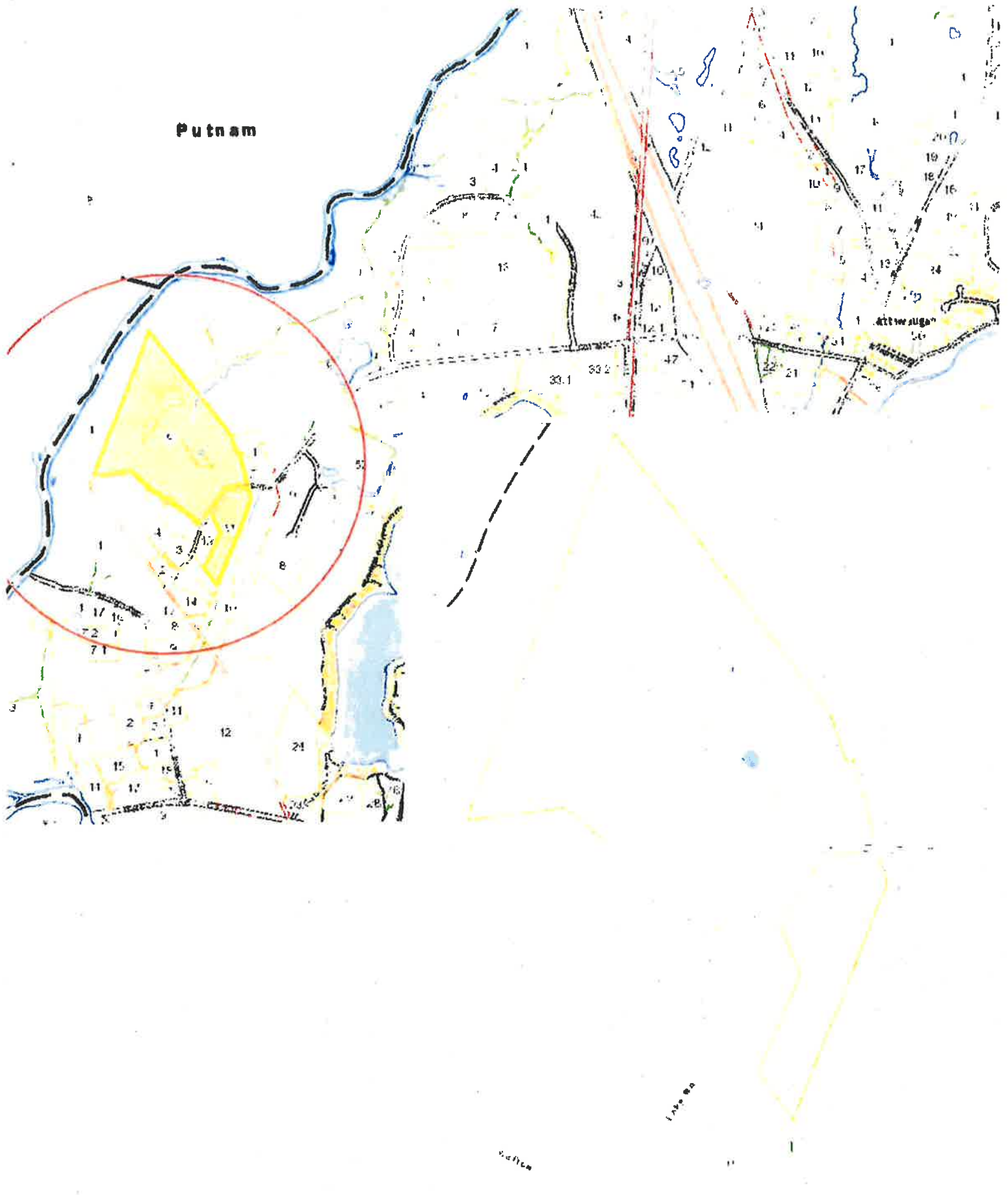


EXHIBIT A-2

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.

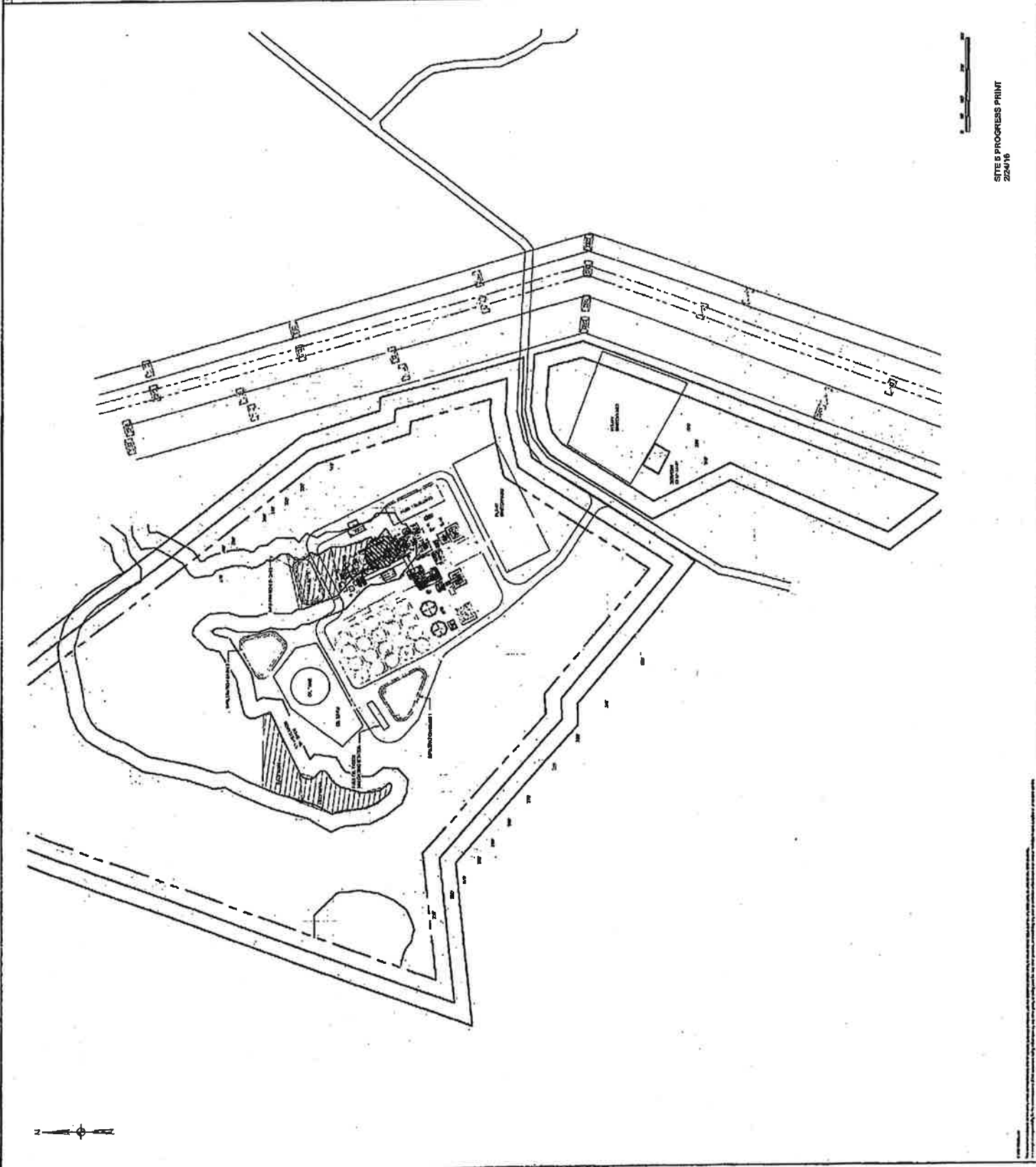
Excepting from the above described property a parcel of land, consisting of approximately 2.064 acres of land, which was conveyed by Geoffrey A. Sorrow to John R. Dunn, Jr., by deed dated December 29, 1989.

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

				RIL LINBELY CONNECTICUT Preliminary Site 5 Arrangement	
Project Name: _____ Client: _____ Date: _____ Scale: _____ Drawing No: _____ Revision: _____	Sheet No: _____ Total Sheets: _____ Date: _____ Scale: _____ Drawing No: _____ Revision: _____	Project Name: _____ Client: _____ Date: _____ Scale: _____ Drawing No: _____ Revision: _____	Sheet No: _____ Total Sheets: _____ Date: _____ Scale: _____ Drawing No: _____ Revision: _____	Project Name: _____ Client: _____ Date: _____ Scale: _____ Drawing No: _____ Revision: _____	Sheet No: _____ Total Sheets: _____ Date: _____ Scale: _____ Drawing No: _____ Revision: _____



SITE 5 PROGRESS PRINT
 2/24/18

3/18/18/CT-584-101

ATTACHMENT 1B

**NTE CONNECTICUT, LLC
KILLINGLY ENERGY CENTER
PRELIMINARY ENGINEERING
AGREEMENT**

REDACTED COPY

THIS AGREEMENT ("Agreement"), is made and is effective as of this 21st day of October, 2016 ("Effective Date") by and between YANKEE GAS SERVICES COMPANY, a specially-chartered corporation organized and existing under the laws of the state of Connecticut with its principal place of business at 107 Selden Street, Berlin, Connecticut 06037 d/b/a *EVERSOURCE ENERGY* (the "Company") and NTE CONNECTICUT, LLC, a limited liability company organized under the laws of the state of Delaware, with its principal place of business at 24 Cathedral Place, Suite 300, St. Augustine, FL 32084 (the "Customer") (collectively, the "Parties" and individually, each "Party").

WHEREAS, the Company and the Customer are in the process of negotiating a possible business arrangement whereby the Company would agree to build a natural gas pipeline and other gas distribution facilities that would deliver natural gas and natural gas service (collectively, the "Service") to the Customer at its proposed 550 MW Combined Cycle Gas Turbine Generating Facility ("Project") which is to be located at 180/189 Lake Road, Killingly, Connecticut (the "Property");

WHEREAS, in order to provide the Service to the Customer, the Company would need, based on an initial and preliminary feasibility study (1) to construct and/or install, at its initial expense, certain (i) improvements to the Company's gate station located on 565 Wrights Crossing, Pomfret, CT; (ii) a metering station at the Property; and (iii) distribution mains, service pipes, a meter or meters, regulators and/or other required equipment ((i), (ii) and (iii) collectively referred to as the "Service Lines") in order to connect the Property and the Project to the distribution facilities of the Company and (2) to perform certain other activities ancillary and/or in support of the Company's activities in (1) above such as, without limitation, preliminary engineering and design, surveying (including, without limitation, the identification of any required easement rights), the securing of all such easement rights and other real estate interests required by the Company, environmental planning and compliance and the filing for and acquisition of all required governmental permits and licensing relating to said work (collectively, the "Preliminary Engineering");

WHEREAS, as a matter of policy, the Company does not commence the construction and/or installation of Service Lines without first receiving from the Customer a fully-executed "Service Agreement" (as defined below) or a cost reimbursement agreement acceptable to the Company; and

WHEREAS, the Company is willing to commence the Preliminary Engineering without the Parties first entering into a fully-executed gas services agreement (the "Service Agreement") provided that the Parties enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and, subject to the terms and conditions contained in this Agreement, the Parties agree as follows:

1. Upon execution of this Agreement by the Parties in accordance herewith and receipt by the Company of [REDACTED] in good funds, subject to the terms contained in this Agreement, the Company agrees to perform the Preliminary Engineering. Only after collection of said funds or deposit, which is the Company's estimate of the cost for the Preliminary Engineering, shall the Company commence said Preliminary Engineering.
2. The Customer hereby agrees to reimburse the Company for all costs and expenses (internal and external) actually incurred, committed to and/or paid for by the Company in connection with the Preliminary Engineering (collectively, the "Actual Costs"). The Company will apply the funds paid by Customer pursuant to Paragraph 1 herein toward said obligation of Customer to reimburse Actual Costs. If the Company anticipates that such funds will be insufficient to fully reimburse the Company for Actual Costs, the Company reserves the right to request additional funds to satisfy a reasonable estimate of such excess amount, and, if the Customer concurs with the additional amount, the Customer shall pay such additional funds to the Company within five (5) business days after the Company's request. (If, however, the Customer does not concur with the additional amount and notifies the Company of same within said five (5) day period (the "Notice"), then the disputed amount shall be referred to the senior officers of each party for resolution. The senior officers shall meet promptly and attempt to negotiate a resolution of the dispute in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution that shall be satisfactory to both parties. If the parties are unable to reach a mutual agreement within thirty (30) days from the Notice, the Company and/or the Customer shall have the right to terminate this Agreement upon written notice to the other. In either such termination, the Customer shall pay and/or reimburse the Company within thirty (30) days from such termination for all costs and expenses reasonably incurred and/or paid by the Company in prosecuting all work by it and/or its contractors, subcontractors and suppliers (e.g., internal and out-of-pocket costs) in connection with this Agreement (including the Preliminary Engineering) up to the effective termination date and including all reasonable costs incurred by it or on its behalf in winding down such work and related contracts as a result of such termination (including liquidated damages and other termination payments under contracts and subcontracts entered into by the Company in connection hereunder (including the Preliminary Engineering).) If the Actual Costs to complete the Preliminary Engineering are less than the funds paid by Customer pursuant to Paragraph 1 and, if applicable, hereinabove, the Company shall refund that overage to the Customer within thirty (30) days of completion of the Preliminary Engineering. Actual Costs include, without limitation, those costs and expenses relating to acquisition of real estate rights and third-party vendor charges, taxes, all reasonable out-of-pocket expenses and the fairly allocated costs, internal allocations and loaders such as benefits and non-

productive overheads, engineering and supervision overheads, administrative salaries and expense overheads and, if applicable, an allowance for funds used during construction, relating to the use of the Company's employees and/or vendors, in connection with the performance of the Preliminary Engineering. Subject to the provisions found in Paragraph 3 below, and the application of funds contemplated in this Paragraph 2, the Customer shall fulfill its reimbursement obligation by paying the Company in full the Actual Costs within thirty (30) days from the receipt of an invoice from the Company. If the Customer fails to make any payment to the Company when due under this Agreement, the Company may, at its sole option, suspend or terminate this Agreement or any work hereunder. For any such amounts that remain due and unpaid by the Customer, interest shall accrue thereon at the rate of [REDACTED] percent [REDACTED] per month (or, if less, the maximum rate allowable by law) from the date of the Company's applicable invoice, which also shall be immediately due and payable. The Customer shall pay for all reasonable costs of collection and enforcement, including, without limitation, reasonable attorneys' fees, which may be incurred by the Company in collecting or attempting to collect amounts due to the Company under this Agreement.

3. If, after the completion of the Preliminary Engineering, the Parties then elect to enter into the Service Agreement, the Company will apply any advances paid pursuant to Paragraphs 1 and 2 above, net of any refund provided pursuant to Paragraph 2, toward any customer contribution, contribution-in-aid-of-construction and/or any other payment required by the Service Agreement and/or in connection with the provision of Service (collectively, the "Customer Contribution"). In the event, after such application, there is a deficit (i.e., the amount of the required Customer Contribution exceeds such advance payments net of any refund so provided) then the Customer shall pay to the Company said deficit in full on or before the full execution of the Service Agreement by authorized representatives of the respective Parties. Alternatively, if such calculation yields a surplus then the Company shall refund that surplus amount to the Customer provided the Customer is not otherwise in default under this Agreement and upon full execution of the Service Agreement.
4. The Customer understands, acknowledges and agrees that (a) the agreements contained herein relate only to the Preliminary Engineering and the respective obligations of the Parties hereunder relating to the Preliminary Engineering, and (b) therefore nothing in this Agreement shall constitute any obligation and/or commitment by the Parties to enter into a Service Agreement or by the Company to otherwise construct and install the Service Lines and/or provide the Service. If, for whatever reason, a Service Agreement is not entered into by the Parties on or before March 31, 2017, then the Company shall invoice and the Customer will pay the amounts due under and in accordance with this Agreement including, without limitation, Paragraphs 1 and 2 above, and the Parties shall thereafter have no liability relating to any respective failure by or the inability of the Parties to enter into a definitive Service Agreement or the Service (other than the Customer's obligation to pay to the Company the Actual Costs).
5. Notwithstanding anything to the contrary, all documents including any

drawings and specifications prepared for or furnished by Company pursuant to this Agreement including, without limitation, relating to the Preliminary Engineering, and any other products from the Preliminary Engineering work, are for the Company's own and sole use, and the Company shall retain all ownership and property interests therein whether or not the Service Lines are completed, the Service Agreement is executed by the Parties and/or the Actual Costs are paid. Subject to the foregoing, the Company shall provide the Customer with copies of such documents upon request.

6. All "Recitals" found on page 1 hereof are incorporated herein and made a part of this Agreement. The Parties further acknowledge and agree that any deadlines and completion dates referenced in the "Recitals" are provided for "informational purposes only" and therefore do not constitute any commitment or obligation on the part of the Company to meet or satisfy the same.
7. Any dispute between the Parties arising under or pertaining to this Agreement shall be referred to senior representatives of the respective Parties for informal dispute resolution discussions as soon as practicable. In the event that the designated representatives do not reach a mutually acceptable resolution of the dispute within thirty (30) days of such referral, then either Party may then bring an appropriate action at law or in equity with a court of competent jurisdiction located in the state of Connecticut. Nothing herein however shall excuse the Customer from making any payment required under this Agreement on the date said payment is first due, including, without limitation, payment of the invoice and interest referenced above in Paragraph 2 and/or the deficit referenced in Paragraph 3, and nothing herein shall prevent either Party from seeking injunctive relief.
8. All communication with respect to this Agreement and the work to be performed hereunder shall be directed as follows:

If to the Customer:

NTE Connecticut, LLC

24 Cathedral Place

Suite 300

St. Augustine, FL 32084

(904) 687-1857 (office)

(866) 861-3220 (fax)

Email: mmirabito@nteenergy.com

Email: kec.notices@nteenergy.com

If to the Company:

Yankee Gas Services Company
d/b/a Eversource Energy
Attn: Supervisor / BAS
107 Selden Street
Berlin, Connecticut 06037
(203) 596-3004 (office)
(203) 596-3003 (fax)
Email: john.ferrelli@eversource.com

9. This Agreement shall not be assigned by either Party in the absence of the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer shall have the right without Company's consent to assign, pledge or otherwise transfer this Agreement (i) to an affiliate of Customer, or (ii) to a lender or other entity as collateral in connection with the financing of Customer's facilities.
10. This Agreement may be executed in counterparts, each of which shall be deemed an original, and, taken together, shall constitute one and the same instrument. Signatures delivered by facsimile, "portable document format" (PDF) or other means of electronic transmission of signatures shall be deemed to have the same legal effect as original signatures.
11. In the event there exists a conflict between the terms of this Agreement and those contained in any exhibit hereto, the terms of this Agreement shall prevail.
12. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of the state of Connecticut, without giving effect to conflict of law principles. Subject to the provisions of Paragraphs 2 and 7, respectively, above, any controversy or claim arising from or relating to this Agreement will be settled in accordance with the express terms of this Agreement by a court of competent jurisdiction located in Connecticut (and each Party hereto waives any right to object to venue in this regard).
13. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.


14. This Agreement signed by the Parties constitutes the entire agreement between the Parties and can only be amended or modified in a writing signed by authorized representatives of each Party. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written of the Parties, including agreements made by any of its predecessors in interest, which concern the Preliminary Engineering. Any and all representations, promises, warranties or statements by the Company's employees or agents that differ in any way from the terms of this written Agreement shall be given no force or effect.
15. The submission by the Company to the Customer of this Agreement in unsigned form shall be deemed to be a submission solely for the Customer's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option or offer, and shall not confer any rights upon the Customer or impose any obligations upon the Company irrespective of any reliance thereon, change of position or partial performance. The submission by the Company of this Agreement for execution by the Customer and the actual execution and delivery thereof by the Customer to the Company shall similarly have no binding force and effect on the Company unless and until the Company's Manager of Sales or an officer of the Company shall have fully executed this Agreement. The Company, at its option, may require proof of the authority of the Customer's signatory.
16. **FOR THE PURPOSES OF THIS PRELIMINARY ENGINEERING AGREEMENT, THE CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCE SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES - IT BEING THE INTENTION OF THIS PROVISION TO LIMIT LIABILITY TO DIRECT DAMAGES ONLY.**

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17. The Customer agrees to keep the terms of this Agreement confidential and shall not disclose any of their terms to any third party other than investors, lenders, state or local authorities, independent system operators, or as required by judicial order or applicable regulatory authority and only then upon prior and adequate written notice to the Company.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their names and on their behalf, respectively, by the persons duly authorized as of the day and year mentioned above.

NTE CONNECTICUT, LLC

By: 

Seth Shortlidge
Its President
Duly Authorized

YANKEE GAS SERVICES COMPANY
d/b/a Eversource Energy

By: 

JEFFREY L. MICHELSON
Its MANAGER GAS SALES OPERATIONS AND COMPLIANCE
Duly Authorized

ATTACHMENT 1C

AMENDMENT TO PRELIMINARY ENGINEERING AGREEMENT

This amendment (the "Amendment") is effective as of this 17th day of October, 2017, by and between by and between YANKEE GAS SERVICES COMPANY (D/B/A EVERSOURCE ENERGY), a specially-chartered corporation organized and existing under the laws of the State of Connecticut with its principal place of business at 107 Selden Street, Berlin, Connecticut, 06037 (the "Company"), and NTE CONNECTICUT, LLC, a limited liability company organized under the laws of the state of Delaware, with its principal place of business at 24 Cathedral Place, Suite 300, St. Augustine, FL 32084 (the "Customer") (collectively, the "Parties" and individually, each "Party").

WHEREAS, the Company and the Customer entered into that certain Preliminary Engineering Agreement effective as of October 21, 2016 (the "Agreement");

WHEREAS, during the course of performing the Preliminary Engineering (as such term is defined in item (2) found in the second recital of the Agreement), the Company has determined that the initial estimate of [REDACTED] for the cost of the Preliminary Engineering is inadequate and therefore should be increased by [REDACTED] to a new estimated cost of [REDACTED]

WHEREAS, the Parties acknowledge that said increase results from projected increased costs for the design work relating to a rebuild of the Pomfret Gate Station (estimated increase of [REDACTED] related interstate pipeline charges covering said pipeline's design review and approval processes (estimated increase of [REDACTED]), and property costs relating to a proposed option to purchase additional fee property adjoining said gate station (estimated increase of [REDACTED]); and

WHEREAS, the Parties now desire to amend the Agreement in accordance with this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The definition of "Preliminary Engineering" found in item (2) of the second recital of the Agreement is hereby amended by adding and including, without limitation, (i) design consulting work associated with the rebuild of the Pomfret Gate Station; (ii) the related design review and approval process by the interstate pipeline, Enbridge (f/k/a Spectra); and (iii) the cost to negotiate and purchase the option to purchase real property adjoining the Pomfret Gate Station.
2. The [REDACTED] payment described in Paragraph 1 of the Agreement, which amount was the Company's then estimated cost of the Preliminary Engineering, is hereby amended by increasing it by [REDACTED]; accordingly said [REDACTED] is deleted from said Paragraph 1 and is hereby replaced with [REDACTED]

3. Paragraph 4 of the Agreement is hereby amended by deleting the date "March 31, 2017" therefrom and replacing it with "December 31, 2018".

On or before the execution of this Amendment, the Customer shall pay the Company [REDACTED] pursuant to the terms of Paragraph 2 of this Amendment ("Additional Payment").

Except as expressly modified in this Amendment, all of the provisions of the Agreement are ratified, approved and affirmed in all aspects and shall remain in full force and effect.

This Amendment will not be binding against the Company unless and until (i) this Amendment is signed by the Customer and is received by the Company at the Company's main office at 107 Selden Street, Berlin, CT 06037 and executed by the Company's Director – Gas Expansion or by an authorized officer of the Company and (ii) the Additional Payment is received by the Company in good and collectible funds.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed by a duly authorized representative.

YANKEE GAS SERVICES COMPANY

Cynthia Rump
Witness

By: William Akley
William Akley
Its President of Gas
Duly Authorized
Dated: 11/2/17

NTE CONNECTICUT, LLC

Stephanie Clarkson
Witness

By: Stephanie Clarkson
Stephanie Clarkson
Its Vice President
Duly Authorized
Dated: 10/17/2017

ATTACHMENT 1D

SECOND AMENDMENT TO PRELIMINARY ENGINEERING AGREEMENT

This amendment (the "Second Amendment") is effective as of this 26th day of March, 2019, by and between by and between YANKEE GAS SERVICES COMPANY (D/B/A EVERSOURCE ENERGY), a specially-chartered corporation organized and existing under the laws of the State of Connecticut with its principal place of business at 107 Selden Street, Berlin, Connecticut, 06037 (the "Company"), and NTE CONNECTICUT, LLC, a limited liability company organized under the laws of the state of Delaware, with its principal place of business at 24 Cathedral Place, Suite 300, St. Augustine, FL 32084 (the "Customer") (collectively, the "Parties" and individually, each "Party").

WHEREAS, the Company and the Customer entered into that certain Preliminary Engineering Agreement effective as of October 21, 2016 (the "Agreement");

WHEREAS, the Parties subsequently amended the Agreement pursuant to that certain Amendment to Preliminary Engineering Agreement dated as of October 17, 2017 (the "Amendment");

WHEREAS, the Agreement as amended by the Amendment shall hereinafter be referred to as the Amended Agreement; and

WHEREAS, the Parties now desire to further amend the Amended Agreement in accordance with this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Amended Agreement as follows:

1. Item (2) of the second recital of the Amended Agreement is hereby deleted in its entirety and replaced with the following: "(2) to perform certain other activities ancillary and/or in support of the Company's activities in (1) above such as, without limitation, preliminary engineering and design; surveying (including, without limitation, the identification of any required easement rights); the securing of all such easement rights and other real estate interests required by the Company; environmental planning and compliance; the filing for and acquisition of all required governmental permits and licensing relating to said work; design consulting work associated with the rebuild of the Pomfret Gate Station; the related design review and approval process by the interstate pipeline, Enbridge (f/k/a Spectra); the cost to negotiate and purchase the option to purchase real property adjoining the Pomfret Gate Station (the "Gate Station Property"); and the cost to purchase the Gate Station Property (including, without limitation, the legal fees incurred by the Company in connection with such purchase) (collectively, the "Preliminary Engineering")".
2. The [REDACTED] payment described in Paragraph 1 of the Amended Agreement, which

amount was the Company's then estimated cost of the Preliminary Engineering, is hereby amended by increasing it by [REDACTED] accordingly said [REDACTED] is deleted from said Paragraph 1 and is hereby replaced with [REDACTED]

3. Paragraph 4 of the Amended Agreement is hereby amended by deleting the date "December 31, 2018" therefrom and replacing it with "December 31, 2019".

On or before the execution of this Second Amendment, the Customer shall pay the Company [REDACTED] pursuant to the terms of Paragraph 2 of this Second Amendment ("Additional Payment").

Except as expressly modified in this Second Amendment, all of the provisions of the Amended Agreement are ratified, approved and affirmed in all aspects and shall remain in full force and effect.

This Second Amendment will not be binding against the Company unless and until (i) this Second Amendment is signed by the Customer and is received by the Company at the Company's main office at 107 Selden Street, Berlin, CT 06037 and executed by the Company's Director - Gas Expansion or by an authorized officer of the Company and (ii) the Additional Payment of [REDACTED] is received by the Company in good and collectible funds.

IN WITNESS WHEREOF, each of the Parties has caused this Second Amendment to be executed by a duly authorized representative.

YANKEE GAS SERVICES COMPANY

Witness

By: _____

Its _____
Duly Authorized
Dated: _____

NTE CONNECTICUT, LLC

Kathleen Sandevan

Witness

By: *TR Eves*

Timothy R. Eves
Its Vice President
Duly Authorized
Dated: March 26, 2109

ATTACHMENT 1E

WATER SUPPLY AGREEMENT

THIS AGREEMENT made as of the 31ST day of OCTOBER, 2017 by and between the Connecticut Water Company, a corporation organized and existing under the laws of the State of Connecticut acting herein by CRAIG PATLA, its VP SCRVDL, duly authorized (the "Company") and NTE Connecticut, LLC, a limited liability company organized and existing under the laws of the State of Delaware, acting herein by Seth Shortlidge, its President, duly authorized ("NTE").

WHEREAS, the Company owns and operates a water supply and distribution system for the purposes of supplying water for domestic, commercial and other uses; and

WHEREAS, the Company has agreed to supply water to NTE's 550 MW dual-fuel combined cycle electric generating facility in the Town of Killingly, Connecticut (the "Killingly Energy Center") in the quantities described below starting on the Commencement Date (defined below); and

WHEREAS, the Company and NTE wish to clarify the respective parties' rights and obligations as they pertain to the delivery of water to the Killingly Energy Center.

NOW THEREFORE, in consideration of the promises, agreements and covenants contained herein, the Company and NTE agree as follows:

1. Water Supply: The Company agrees to make available to NTE up to the quantities of water as set forth herein, all in accordance with the terms of and subject to the conditions of this Agreement.

A. Minimum charge: Beginning on the Commencement Date and during the term of this Agreement, NTE agrees to pay for the following minimum amount of water:

Minimum: 100,000 gallons per day (gpd).

The foregoing amount is based on an average which shall be calculated over each monthly period in a calendar year. If the use by NTE does not meet the minimum set forth above for a particular calendar month, NTE shall pay to the Company a sum equal to the difference between the minimum required and the lesser amount actually used multiplied by the rate then in effect for the sale of water to NTE; provided, however, that if the minimum amount to be purchased by NTE is not met solely because of use restrictions placed on NTE by the Company due to water supply emergency, drought, or other unforeseen conditions, then NTE shall not be charged for its failure to meet the minimum requirements on a per diem basis for the period in which its use was limited by the Company restrictions. Such restrictions would only be placed on NTE in accordance with the Company's Emergency Contingency Plan or any applicable orders from state or other governmental officials. NTE shall comply with any water use restrictions imposed by the Company.

B. Oil-Fired Water Use:

- a. In no instance shall NTE's use of water exceed a maximum draw of four-hundred thousand (400,000) gallons during any twenty-four hour period or a maximum of 300 gallons per minute, except as provided for in Section 1.D of this Agreement.
- b. The maximum daily draw by NTE shall be limited to periods of oil-fired facility operation. NTE agrees to provide timely email or telephone notice, to the greatest extent practicable, to the individuals designated by the Company of any oil-fired operation, planned or otherwise. Except in emergencies (in which case NTE shall provide as much notice to the Company as is practicable), such notice shall be provided to the Company at least 24 hours before NTE starts oil-fired generation.
- c. Oil-fired facility operation shall be regulated by the conditions and requirements of NTE's New Source Review Permit to Construct and Operate a Stationary Source (CTDEEP permit number 089-0107). Such conditions restrict oil-fired use to a maximum 720 hours (equivalent to 30 days) of operation annually, and allow such use to occur only when required by periodic testing obligations, necessitated by a curtailment of firm natural gas supplies, or other scenario specifically enumerated in the permit.
- d. NTE and the Company agree to cooperate and to coordinate the scheduling of periodic testing of the facility's oil-fired operation as required by ISO New England, Inc., the Connecticut Department of Energy and Environmental Protection, or any other federal or state agency having jurisdiction over such periodic testing. Testing shall not occur during peak seasonal water use periods or other periods identified by the Company when such use would be detrimental to the water system. NTE shall provide at least 24 hours advance email or telephone notice to the individuals designated by the Company of any periodic oil testing.

C. Gas-Fired Water Use: Daily water draw during gas-fired facility operation shall be limited to fifty-thousand (50,000) gpd when the ambient air temperature is at or below 58 degrees Fahrenheit. When the ambient air temperature exceeds 58 degrees Fahrenheit, the daily water draw may increase to, but shall not exceed, one-hundred thousand (100,000) gpd, except as provided for in Section 1.D of this Agreement. Instantaneous flows shall not exceed 300 gallons per minute.

D. Ability to Increase: The maximum daily draw during oil-fired or gas-fired operation may be increased upon expressed written authorization by the Company, for such duration and in such quantities as the Company authorizes. Any increase in daily draw shall be at the Company's sole discretion and take into account system demand, available supply, local or regional environmental conditions, or any other factors deemed relevant by the Company.

- E. Water Supply Charges: The Company shall charge NTE and NTE shall pay the Company for all water delivered to NTE at the water rates approved by the Connecticut Public Utilities Regulatory Authority applicable to the NTE facility that are in effect from time to time during the term of this Agreement including, as applicable, any surcharges or credits.
2. Conformance to Company Rules and Regulations: Except as otherwise expressly modified by this Agreement, NTE shall conform to the Rules and Regulations (including main extension regulations) of the Company on file from time to time with the Public Utilities Regulatory Authority of the State of Connecticut.
3. Water Quality. The Company shall supply water that meets the minimum standards of the Connecticut Department of Public Health. NTE shall be responsible for any further water treatment necessary to meet the needs of its equipment. All water delivered by the Company to NTE shall become the property to NTE at the meter and the Company shall have no liability for degradation of water quality and/or resulting damages that occur beyond the point of delivery.
4. Commencement Date: The Commencement Date shall be the date of commencement of start-up and commissioning of the Killingly Energy Center facility for commercial operation. NTE shall provide the Company five days' written notice in advance of the Commencement Date. If the Commencement Date has not occurred on or before December 31, 2022, this Agreement shall be automatically terminated and of no further force and effect.
5. Term: This Agreement shall remain in effect from the date hereof until the twentieth (20th) anniversary of the Commencement Date and shall be automatically renewed for successive five (5) year terms unless either Party hereto gives written notice to the other not less than two (2) years prior to the expiration of the original or any renewal term of its intent not to renew this Agreement. NTE may terminate this Agreement at any time prior to the Commencement Date upon written notice to the Company not less than three (3) months prior to the desired termination date. NTE may terminate this Agreement at any time after the Effective Date upon written notice to the Company not less than six (6) months prior to the desired termination date.
6. Default and Remedies:
- A. Except as otherwise provided in paragraph 6 C below, in the event that either Party hereto fails to meet any of its obligations other than making payments under this Agreement, the failure to cure the same within a reasonable time after written notice specifying the same shall be an event of default hereunder. In the event of a default, the non-defaulting Party shall be entitled to any and all remedies in law or in equity. No remedy in law or in equity is intended to be exclusive of any other remedy and each shall be cumulative.
- B. Defaults in payments shall subject NTE to the late charges, shutoffs and other consequences provided by state law.

C. In the event that NTE exceeds any of the maximum quantities provided in this Agreement, in addition to any other remedies provided by law, the Company shall have the right to immediately physically restrict flows without notice.

7. **Force Majeure:** Neither Party hereto shall be liable to the other for damages or otherwise for failure to perform any obligation of this Agreement, which failure is occasioned by or in consequence of any act of God, act of public enemy, war, acts of terrorism, blockages, insurrection, riot, epidemic, land slide, lightning, earthquake, fire, storm, flood, washout, civil disturbance, power failure, explosion, breakage or accident to machinery or lines of pipe, binding order, decree, regulation or judgment of any court or governmental authority, and any other cause, whether of the kind enumerated or otherwise, not within the control of either Party, which act, omission, or circumstance either Party is unable to prevent or overcome by the exercise of due diligence and/or good waterworks practices. Such non performing party shall exercise all reasonable efforts to eliminate the Force Majeure Event and to resume performance of its obligations as soon as practicable.

8. **Miscellaneous Provisions:**

A. **Obligation of Parties; Interconnection and Gas Contract:** The Company's obligation to provide water to the Killingly Energy Center in the quantities and at the rates defined in Sections 1.B and 1.C of this Agreement shall be contingent upon the successful completion of a certain infrastructure improvement project designed to interconnect the Company's Plainfield water system with its Crystal water system in the Town of Killingly, Connecticut. The project, which involves the installation of approximately 11,750 linear feet of 12-inch ductile iron water main and 1,400 feet of 16-inch ductile iron water main, is the subject of a Customers Refundable Advance Payment Agreement between the Company and NTE, a copy of which is appended hereto. Completion of the interconnection notwithstanding, the Company shall not have any obligation to provide water to the Killingly Energy Center in the quantity and at the rate defined in Section 1.B of this Agreement (oil-fired use) during any period that NTE fails to hold a firm natural gas delivery contract in an amount sufficient to meet the facility's needs.

B. **Obligation of Parties; Assignment:** This Agreement shall be binding upon and inure to benefit of the successors and permitted assigns of the parties hereto. Neither Party may assign this Agreement or any of its rights, interests or obligations without the prior written approval of the other Party, except that the Company may assign its rights and obligations under this Agreement to its parent Company, Connecticut Water Service, Inc., to any direct or indirect subsidiary of Connecticut Water Service, Inc., or to an entity that acquires all or substantially all of the assets or equity of the Company through merger, combination or otherwise.

NTE shall have the right to collaterally assign this Agreement (a "Collateral Assignment") to an entity or entities (each, a "Collateral Assignee") providing financing for the construction

of the Killingly Energy Center, including any refinancing thereof, and the making of an assignment pursuant to this Section 8.B shall not require any Collateral Assignee, as such, to assume the performance of any of the terms and conditions on the part of NTE to be performed hereunder. The Company agrees to execute a Consent and Agreement with respect to any such Collateral Assignment, as may be requested by the Collateral Assignees provided that such Consent and Assignment is in form and substance reasonably satisfactory to the Company.

- C. **Amendment:** This Agreement may not be modified or amended except by a written agreement executed of all parties hereto. Any amendments shall be subject to any applicable regulatory approvals.
- D. **Laws:** This Agreement shall be solely and exclusively governed by and construed in accordance with the laws of the State of Connecticut.
- E. **Notices:** Any notice, report, demand, waiver, consent or other communication given by a Party under this Agreement (each a "Notice") to the other shall be in writing, may be given by such Party or its legal counsel, and shall be deemed to be duly given (i) when personally delivered, or (ii) upon delivery by United States Express Mail or similar overnight courier service which provides evidence of delivery, or (iii) when five days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party to whom directed at that Party's address as it appears below or another address of which that Party has given notice, or (iv) when delivered by facsimile transmission if a copy thereof is also delivered in person or by overnight courier within two days of such facsimile transmission. Notices of address change shall be effective only upon compliance with the provisions of the foregoing sentence.

Notice to the Company shall be sufficient if given to:

The Connecticut Water Company
93 West Main Street
Clinton, CT 06413
Attention: Chief Executive Officer

Notice to NTE shall be sufficient if given to:

NTE Connecticut, LLC
24 Cathedral Place
Suite 300
St. Augustine, FL 32084
Attention: Vice President

- F. **Entire Agreement:** This Agreement, including the exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the Parties with respect to such

subject matter and may not be modified or amended except by an instrument in writing signed by the parties hereto.

- G. Waiver: Any Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve any other Party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first mentioned above.

Witnesses:

TR Em

NTE CONNECTICUT, LLC

[Signature]

By: [Signature]

Its: A

EB Johnson
EB JOHN'S SON

THE CONNECTICUT WATER COMPANY

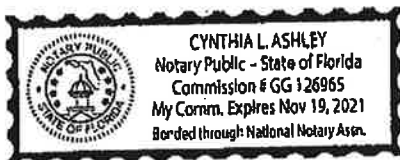
[Signature]
KRISTAN KONDN

By: [Signature]
CRAB J. PATLA

Its: VICE PRESIDENT - SERVICE DELIVERED

STATE OF FLORIDA :
 :SS.
COUNTY OF St. Johns:

The foregoing instrument was acknowledged before me this 23rd day of October, 2017, by STEPHANIE CLARKSON, the VICE PRESIDENT of NTE Connecticut, a limited liability corporation, on behalf of said corporation.



[Signature]
Notary Public:
My Commission expires: 11/19/2021

STATE OF CONNECTICUT :

:ss. Clinton

COUNTY OF Middlesex :

The foregoing instrument was acknowledged before me this 31st day of October, 2017, by Craig J. Patta the VP of Service Delivery of The Connecticut Water Company, a Connecticut corporation, on behalf of said corporation.

Cheryl L. Waterbury

Notary Public: Cheryl L. Waterbury
My Commission expires June 30, 2019



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**CHERYL L. WATERBURY
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2019**

ATTACHMENT 1F

Customers Refundable Advance Payment Agreement

- 1.) Parties to the Agreement: The following are able and willing to agree:

Company: The Connecticut Water Co., 93 West Main St., Clinton, CT 06413

Applicant: NTE Connecticut, LLC, 24 Cathedral Place, Suite 300, St. Augustine, FL 32084

- 2.) Life of the Agreement: This Agreement shall continue in effect for the useful life of the utility plant installed hereunder, except that the provisions of Sections 8 and 9 will terminate 10 years from the date of execution hereof.

- 3.) Subject of Agreement: The Company shall acquire, install and provide with water the following described utility plant within a reasonable time after the execution of this Agreement:

Place of installation: Town: Killingly, CT

Street: Route 12 and Taos Road (As shown on Sheets 1-15, 18, and 19 of June 2017 Plan Set)

Description of plant to be installed:

Mains: Diameter, type and length: Approximately 11,750 linear feet of 12-inch ductile iron water main and approximately 1,400 linear feet of 16-inch ductile iron water main.

Service Connections: Not Applicable

Other Plant: Pre-Cast Meter Vault, (2) Pitless Booster Pumps, Associated Controls

- 4.) Consideration for Agreement: The Applicant shall pay to the Company an advance equal to the actual cost (including but not limited to all special cost factors listed below) of acquiring and installing the required plant, in the following manner: (a) upon the execution of the Agreement payment in full of the then estimated cost (as determined by the Company) in the amount of [REDACTED] (b) upon completion of the installation and determination by the Company of the actual cost, payment of the total actual cost, less any prior payments, within 30 days after billing. Any amounts paid in excess of the actual cost will be refunded to the Applicant within 30 days after actual cost determination.

Additional costs to be borne by the Applicant at no cost to the Company include all excavation and backfill required for service installations, and rock or unsuitable excavation costs.

The Applicant shall provide an easement in accordance with the Company's standard format for all/any Company-owned facilities on private property.

Costs shall be determined in accordance with the general accounting practices of the Company.

Meter horn costs included in this contract are as follows:

<u>Size</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>None</u>			

Special cost factors: None

- 5.) ~~Agreement as to Roadway: Applicant agrees to have all roadway graded to within 12 inches of finished grade and to have grade and line to street clearly marked prior to pipe installation. Roadways will be suitable for the passage of heavy vehicles and for stringing pipe where practicable.~~

~~If at any time prior to acceptance by the Town of the street in which the pipe shall be laid, grades of the roadway are changed, the Applicant shall reimburse the Company the full cost of any adjustments in elevation of the pipe or other plant which may be necessary because of such changes. Not Applicable_____~~

- 6.) ~~Limited Service: If any property to be supplied by a main extension to be installed pursuant to this Agreement is at such an elevation that, in the opinion of the Company, adequate pressure cannot be furnished at all times, the Applicant may be obligated to execute a Limited Service Agreement to be recorded in the Land Records of the municipality in which such property is situated. Not Applicable_____~~

- 7.) Conformance to Company Rules and Regulations: This Agreement shall conform to the Rules and Regulations (including main extension regulations) of the Company now in force and on file with the Department of Public Utility Control of the State of Connecticut, which are made a part hereof.

~~In addition, curb boxes will be locked until a satisfactory inspection of the service line is completed from curb to home and a meter horn is located in the home. Not Applicable_____~~

- 8.) Company Agreement as to Refunds: A refund of [REDACTED] will be made by the Company to the Applicant for each new metered service connected to the main extension installed pursuant to this Agreement within 10 years from the date of execution of this Agreement. The combined refunds will not exceed the amount of the total advance payments made by the Applicant.

Refunds will be determined yearly on the anniversary date of this Agreement based on the formula approved by the DPUC. No refund shall be payable to the Applicant pursuant to this Section 8 for any new metered service connection for which a customer makes an equitable advance pursuant to the requirements of Section 9 hereof.

- 9.) Service to Parties other than the Original Applicant: For a period of 10 years from the date of execution of this Agreement, the Company will require any new customer seeking metered service through a service connection to the original main extension installed pursuant to this Agreement to advance his equitable share of the cost of such original main extension to the Company. That amount shall be reimbursed to the original Applicant who has advanced the cost of such original main extension. If there is more than one original applicant, said reimbursement shall be distributed equitably among said applicants.

- 10.) ~~Ownership of Plant Installed: The main extension and related service connections and other plant installed pursuant to this Agreement, exclusive of the curb box, shall be the property of the Company. The curb box shall be the property of the Applicant and he shall be liable for its maintenance, its proper grade, and any legal or other actions stemming from or related to the curb box. Not Applicable_____~~

11.) Obligations of Parties: This Agreement shall bind and inure to the heirs, executors and administrators, successors and assigns of the parties hereto, but neither the sale nor transfer of his property by the Applicant, nor any other assignment hereunder shall relieve the Applicant of his obligation under this Agreement, unless the written consent of the Company is first obtained.

~~The Applicant agrees to pay fire protection charges for company facilities on private property at public fire rates until such time as the Town and/or Association agrees to pay them. Not Applicable_____~~

Any address or name changes made by the Applicant must be furnished to the Company in writing. The Company's inability to deliver refunds (per Paragraphs 8 and 9 of this Agreement) to the Applicant because of a changed address shall postpone all future refunds until an address change is received from the Applicant. Furthermore, no refunds will be issued or reissued after 10 years from the date of execution of this agreement.

12.) Special Conditions: See Attached Sheet

Executed and delivered at Clinton, Connecticut this 31 day of October, 2017.

Witness: (two for each signature)

EB Johnson
EB JOHNSON

Kristan Kondon
KRISTAN KONDON

THE CONNECTICUT WATER COMPANY

By: [Signature]
CHITLY PATRA
VP-SERVICE DELIVERY

TR Ems

NTE CONNECTICUT, LLC

[Signature]

By: [Signature]

TOM/edl
8/1/98

SPECIAL CONDITIONS

- SC.3) Utility plant installed under this Agreement will be placed in service sixteen (16) months after Applicant provides notice to proceed.
- SC.4) Payment described in paragraph 4, Consideration for Agreement, payment in full of the then estimated cost (as determined by the Company) shall be due upon (1) execution of this Agreement, and (2) issuance of notice to proceed by the Applicant. The Applicant shall be required to provide easements only on private property controlled by the Applicant.
- SC.8) Refund amount indicated correlates to standard 5/8" residential meter. Refund amount will be adjusted for larger meters, in accordance with Company refund schedule.
- SC.10) The main extension and all other plant installed pursuant to this Agreement shall be the property of the Company.
- SC.11) Applicant shall have the right to collaterally assign this Agreement (a "Collateral Assignment") to an entity or entities (each, a "Collateral Assignee") providing financing for the construction of the Killingly Energy Center, including any refinancing thereof, and the making of an assignment pursuant to this Section 11 shall not require any Collateral Assignee, as such, to assume the performance of any of the terms and conditions on the part of Applicant to be performed hereunder. Company agrees to execute a Consent and Agreement with respect to any such Collateral Assignment, as may be requested by the Collateral Assignees.

Customers Refundable Advance Payment Agreement

1.) Parties to the Agreement: The following are able and willing to agree:

Company: The Connecticut Water Co., 93 West Main St., Clinton, CT 06413

Applicant: NTE Connecticut, LLC, 24 Cathedral Place, Suite 300, St. Augustine, FL 32084

2.) Life of the Agreement: This Agreement shall continue in effect for the useful life of the utility plant installed hereunder, except that the provisions of Sections 8 and 9 will terminate 10 years from the date of execution hereof.

3.) Subject of Agreement: The Company shall acquire, install and provide with water the following described utility plant within a reasonable time after the execution of this Agreement:

Place of installation: Town: Killingly, CT

Street: Lake Road (As shown on Sheets 1, 16, and 17 of June 2017 Plan Set)

Description of plant to be installed:

Mains: Diameter, type and length: Approximately 3,150 linear feet of 12-inch ductile iron water main

Service Connections: 1 connection, 12" Gate Valve

Other Plant: Not Applicable

4.) Consideration for Agreement: The Applicant shall pay to the Company an advance equal to the actual cost (including but not limited to all special cost factors listed below) of acquiring and installing the required plant, in the following manner: (a) upon the execution of the Agreement payment in full of the then estimated cost (as determined by the Company) in the amount of [REDACTED] (b) upon completion of the installation and determination by the Company of the actual cost, payment of the total actual cost, less any prior payments, within 30 days after billing. Any amounts paid in excess of the actual cost will be refunded to the Applicant within 30 days after actual cost determination.

Additional costs to be borne by the Applicant at no cost to the Company include all excavation and backfill required for service installations, and rock or unsuitable excavation costs.

The Applicant shall provide an easement in accordance with the Company's standard format for all/any Company-owned facilities on private property.

Costs shall be determined in accordance with the general accounting practices of the Company.

Meter horn costs included in this contract are as follows:

<u>Size</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>None</u>			

Special cost factors: None

- 5.) ~~Agreement as to Roadway: Applicant agrees to have all roadway graded to within 12 inches of finished grade and to have grade and line to street clearly marked prior to pipe installation. Roadways will be suitable for the passage of heavy vehicles and for stringing pipe where practicable.~~

~~If at any time prior to acceptance by the Town of the street in which the pipe shall be laid, grades of the roadway are changed, the Applicant shall reimburse the Company the full cost of any adjustments in elevation of the pipe or other plant which may be necessary because of such changes. Not Applicable_____~~

- 6.) ~~Limited Service: If any property to be supplied by a main extension to be installed pursuant to this Agreement is at such an elevation that, in the opinion of the Company, adequate pressure cannot be furnished at all times, the Applicant may be obligated to execute a Limited Service Agreement to be recorded in the Land Records of the municipality in which such property is situated. Not Applicable_____~~

- 7.) Conformance to Company Rules and Regulations: This Agreement shall conform to the Rules and Regulations (including main extension regulations) of the Company now in force and on file with the Department of Public Utility Control of the State of Connecticut, which are made a part hereof.

~~In addition, curb boxes will be locked until a satisfactory inspection of the service line is completed from curb to home and a meter horn is located in the home. Not Applicable_____~~

- 8.) Company Agreement as to Refunds: A refund of [REDACTED] will be made by the Company to the Applicant for each new metered service connected to the main extension installed pursuant to this Agreement within 10 years from the date of execution of this Agreement. The combined refunds will not exceed the amount of the total advance payments made by the Applicant.

Refunds will be determined yearly on the anniversary date of this Agreement based on the formula approved by the DPUC. No refund shall be payable to the Applicant pursuant to this Section 8 for any new metered service connection for which a customer makes an equitable advance pursuant to the requirements of Section 9 hereof.

- 9.) Service to Parties other than the Original Applicant: For a period of 10 years from the date of execution of this Agreement, the Company will require any new customer seeking metered service through a service connection to the original main extension installed pursuant to this Agreement to advance his equitable share of the cost of such original main extension to the Company. That amount shall be reimbursed to the original Applicant who has advanced the cost of such original main extension. If there is more than one original applicant, said reimbursement shall be distributed equitably among said applicants.

- 10.) ~~Ownership of Plant Installed: The main extension and related service connections and other plant installed pursuant to this Agreement, exclusive of the curb box, shall be the property of the Company. The curb box shall be the property of the Applicant and he shall be liable for its maintenance, its proper grade, and any legal or other actions stemming from or related to the curb box. Not Applicable_____~~

11.) Obligations of Parties: This Agreement shall bind and inure to the heirs, executors and administrators, successors and assigns of the parties hereto, but neither the sale nor transfer of his property by the Applicant, nor any other assignment hereunder shall relieve the Applicant of his obligation under this Agreement, unless the written consent of the Company is first obtained.

~~The Applicant agrees to pay fire protection charges for company facilities on private property at public fire rates until such time as the Town and/or Association agrees to pay them. Not Applicable_____~~

Any address or name changes made by the Applicant must be furnished to the Company in writing. The Company's inability to deliver refunds (per Paragraphs 8 and 9 of this Agreement) to the Applicant because of a changed address shall postpone all future refunds until an address change is received from the Applicant. Furthermore, no refunds will be issued or reissued after 10 years from the date of execution of this agreement.

12.) Special Conditions: See Attached Sheet

Executed and delivered at Clinton Connecticut this 31 day of October, 2017.

Witness: (two for each signature)

E.B. Johnson
EB JOHNSON

K
KRISTAN KONON

THE CONNECTICUT WATER COMPANY

By: [Signature]
CRAIG PATLA
VP-SERVICE DELIVERY

TR Ems

[Signature]

NTE CONNECTICUT, LLC

By: [Signature]

TOM/edl
8/1/98

SPECIAL CONDITIONS

- SC.3) Utility plant installed under this Agreement will be placed in service within ninety (90) days after Applicant provides notice to proceed, unless weather-related considerations impact the construction schedule. During construction of the facility, NTE's use of water for construction purposes shall be limited to thirty-thousand (30,000) gallons during any twenty-four hour period or a maximum of 50 gallons per minute.
- SC.4) Payment described in paragraph 4, Consideration for Agreement, payment in full of the then estimated cost (as determined by the Company) shall be due upon (1) execution of this Agreement, and (2) issuance of notice to proceed by the Applicant. The Applicant shall be required to provide easements only on private property controlled by the Applicant.
- SC.8) Refund amount indicated correlates to standard 5/8" residential meter. Refund amount will be adjusted for larger meters, in accordance with Company refund schedule.
- SC.10) The main extension and all other plant installed pursuant to this Agreement shall be the property of the Company.
- SC.11) Applicant shall have the right to collaterally assign this Agreement (a "Collateral Assignment") to an entity or entities (each, a "Collateral Assignee") providing financing for the construction of the Killingly Energy Center, including any refinancing thereof, and the making of an assignment pursuant to this Section 11 shall not require any Collateral Assignee, as such, to assume the performance of any of the terms and conditions on the part of Applicant to be performed hereunder. Company agrees to execute a Consent and Agreement with respect to any such Collateral Assignment, as may be requested by the Collateral Assignees.

ATTACHMENT 1G

AGREEMENT FOR STABILIZATION OF MUNICIPAL TAX PAYMENTS

THIS AGREEMENT is made this 30th day of January 2018 by NTE CONNECTICUT, LLC, a Delaware Limited Liability Company, whose mailing address is 24 Cathedral Place, Suite 300, Saint Augustine, FL 32084 ("NTE") and the TOWN OF KILLINGLY, a municipal corporation in the State of Connecticut, acting by and through its Town Manager, duly authorized, whose mailing address is Killingly Town Hall, 172 Main Street, Killingly, Connecticut 06239 (the "Town") (NTE and Town, collectively, may be referred to herein as the "Parties").

WITNESSETH:

WHEREAS, NTE intends, upon the receipt of all final, non-appealable, and not appealed, required permits, licenses, authorizations, certificates, certifications, and approvals ("Permits") for the Project (as defined below), to construct and be the owner and operator of the Killingly Energy Center ("KEC"), a five hundred and fifty (550) megawatt electric generating facility ("Facility") to be located at the property known as 189 Lake Road, Killingly, Connecticut ("Property 1");

WHEREAS, NTE anticipates, upon the receipt of all Permits for the Project, a switchyard will be constructed and operated at the property known as 180 Lake Road, Killingly, Connecticut ("Property 2");

WHEREAS, the on and off-site improvements in relation to Property 2 and/or the Facility will involve additional infrastructure, improvements, and resources, including, but not limited to those relating to construction laydown, parking/staging, roadways, water, wastewater, natural gas, and electric transmission; such improvements, infrastructure and/or resources, in addition to the Facility and the improvements to Property 2, shall for purposes of this Agreement only, constitute the "Project";

WHEREAS, the Town and NTE agree that for the purposes of this Agreement only and binding the Parties and their successors and assigns, Property 1, Property 2 and any other real property associated with the production and/or transmission of electricity on Property 1 or Property 2, whether now existing or hereafter acquired, that is owned or leased by NTE (or any Affiliate) upon which NTE (or any Affiliate) conducts operations within Killingly shall constitute the "Site";

WHEREAS, the Town acknowledges and agrees that certain economic benefits will result from the development of the Project within its boundaries, including, but not limited to, agreed upon tax funding, other financial benefits from NTE for Town municipal improvements and the potential for construction and long term operational jobs;

WHEREAS, NTE and the Town acknowledge that uncertainty exists with respect to the valuation of the Taxable Property for purposes of municipal ad valorem taxation;

WHEREAS, both NTE and the Town acknowledge and agree that it is in their respective best interests to avoid disputes regarding the valuation and municipal taxation of the Taxable Property and to facilitate the financial planning needs of both NTE and the Town;

WHEREAS, pursuant to Section 32-71a of the Connecticut General Statutes and upon approval of its legislative body, the Town is empowered with the requisite authority to establish and fix municipal tax assessments and enter into long term tax agreements;

WHEREAS, this Agreement sets forth the terms of a negotiated agreement between the Town and NTE under which the Parties have agreed to a levelized and fixed series of periodic payments in cash based on a mutually agreed upon reasonable forecast valuation of the Taxable Property, as well as non-cash payments in the form of improvements and other economic benefits to the Town (“Non-Cash Payments”);

WHEREAS, the Town represents that the taxes so fixed in this agreement represent an approximation of the projected tax liability of the Taxable Property, such determination based upon the Town’s best efforts;

WHEREAS, both NTE and the Town acknowledge and agree that the Non-Cash Payments represent consideration above the approximation of the projected tax liability of the Taxable Property; and

WHEREAS, both NTE and the Town acknowledge that this Agreement was negotiated in conjunction with the Community Environmental Benefit Agreement and that when determining the spirit and nature of the legal relationship between NTE and the Town, the two documents should be read together with the understanding that there is common interest and language and that the two documents, when read collaboratively, represent the breadth of the mutually accepted terms of that relationship; and

WHEREAS, NTE and the Town now desire to definitively memorialize their agreement regarding the mutually agreed upon establishment of municipal Tax Payments to be made by NTE in connection with the Taxable Property.

NOW, THEREFORE, the Town represents that it is duly authorized by the Town’s legislative body to enter into this Agreement, and in consideration of the mutual covenants, agreements, obligations and undertakings provided for herein, NTE and the Town agree as follows:

1. Definitions.

As used herein, the following terms shall have the following meanings:

- (a) "Affiliates" shall mean any company, partnership or other entity which directly or indirectly controls, or is controlled by or is under common control with NTE. Control shall be defined as an ownership interest of at least fifty percent (50%) of the economic interests in the entity. Public utilities shall not be considered Affiliates, nor will public utilities be exempt from any other applicable municipal tax.
- (b) "Assessment" shall mean the assessment on the Taxable Property for the purpose of establishing liability for real and personal municipal property taxes pursuant to Chapter 203 of the Connecticut General Statutes.
- (c) "Cash Payment" shall mean the total cash payment(s), pursuant to this Agreement and the schedule in Exhibit A, by NTE to the Town, for each Tax Year during the Fixed Tax Period.

- (d) "Commercial Operation" shall be defined as the date that NTE notifies the Connecticut Siting Council ("Siting Council") of the commencement of commercial operation in accordance with its Decision. Commercial Operation is anticipated to occur no later than July 1, 2022, but may be extended based on any extensions granted by the Siting Council or the Connecticut Department of Energy & Environmental Protection.
- (e) "Financial Close" shall be the date that NTE shall have executed definitive documentation with its lender or group of lenders for construction and term financing for the Project, all conditions for initial funding shall have been satisfied or waived to NTE's satisfaction, and the initial funding to NTE shall have occurred thereunder.
- (f) "Fixed Tax Period" shall mean that period of twenty (20) or more consecutive Tax Years commencing with the Pre-Operational Period, during which period Tax Payments will be made by NTE pursuant to this Agreement.
- (g) "Operational Period" shall mean that period commencing on the first day of Tax Year 1 and concluding with the last day of Tax Year 20.
- (h) "Pre-Operational Period" shall mean that period commencing upon NTE's acquisition of Property 1 and Property 2, and ending on the last day of the Tax Year during which the Facility entered Commercial Operation.
- (i) "Tax Payment" shall mean the total Cash Payments made pursuant to this Agreement, by NTE to the Town, for each Tax Year during the Fixed Tax Period, it being expressly agreed and acknowledged by the Parties that such Tax Payment shall constitute the total amount of municipal taxes (including but not limited to any and all real and personal property taxes and any and all other payments or alternative payments related to municipal taxes, including any and all payments in lieu of taxes) or other payments related to municipal infrastructure or services, excluding public utilities and infrastructure or services not owned by or under the control of NTE or its Affiliates, on or related to the Taxable Property or activities conducted thereon.
- (j) "Taxable Property" shall mean the real property that constitutes the Site (including real property improvements), all personal property located at, on, or under the Site, and any other NTE-owned or leased personal property located within Killingly, whether now existing or hereafter acquired, built or improved, directly or indirectly used, related to, or arising from the production and/or transmission of electricity by or from the Facility including (i) Property 1; (ii) Property 2; (iii) all buildings, improvements and structures located at, on, or under the Site, including, but not limited to, the Facility; (iv) all equipment, fixtures and other personal property located at, on, or under the Site or in the Facility; (v) transmission lines which shall carry electricity generated by the Facility to the power grid, whether located in the Facility, on, under, or over the Site, or on, under, or over other real property and connected to the Site; (vi) natural gas lines located in the Facility or on or under the Site; and (vii) any and all such other

infrastructure located on, under, or at the Facility or Site, including but not limited to electric, water and wastewater utilities, as limited by Paragraph 7. For purposes of this Agreement, personal property included in the definition of "Taxable Property" shall not include any motor vehicles. Motor vehicles shall be subject to municipal property tax on a separate basis.

(k) "Tax Year" shall mean from July 1 to June 30 of each separate year during the Term of this Agreement.

(l) "Tax Year 1" shall mean the first Tax Year that begins with the Facility in Commercial Operation. Subsequent Tax Years shall be referenced by number (2 through 20).

The terms of and definitions in this Agreement are solely limited to the purposes as set forth herein, and are not to be construed as described or defined herein for any other purpose or in relation to any other agreement or understanding that may exist between the parties thereto or otherwise.

2. Scope of Taxation and Calculation of Tax Assessment.

This Agreement sets forth a series of payments to be made in lieu of the Assessment of the Taxable Property following NTE's acquisition of Property 1 and Property 2. Subject to the termination provisions of this Agreement, NTE and the Town acknowledge and agree that the Town may not assess or seek to collect from NTE or any other party any further or other tax, consideration or other payment(s) in connection with the Taxable Property, under current law or any law later enacted, including, but not limited to, ad valorem property taxes, payments in lieu of taxes, and other fees for the Fixed Tax Period. In the event of a substantial legislative change to the federal and/or the state tax system that is beyond the control of the Parties and makes this Agreement inequitable or unenforceable, the Town and NTE agree to engage in good faith negotiations to reach equitable terms of taxation under the new law, while preserving the spirit and nature of this Agreement and the Community Environmental Benefit Agreement to the maximum extent practicable. The Town further acknowledges, agrees, and represents that the total Tax Payments made pursuant to this Agreement for the Fixed Tax Period represent, in the aggregate, an approximation of the commensurate portion of the projected tax liability for the Fixed Tax Period based on a reasonable estimation of the Taxable Property's fair market value as determined by the Town upon the exercise of its best efforts.

3. Payments During Pre-Operational Period.

Subject to the termination provisions of this Agreement, during the Pre-Operational Period, the Town agrees that the Assessment shall be the value of Cash Payments that shall total at least one million dollars (\$1 million), payable on the following schedule: (i) three hundred thirty three thousand three hundred thirty three dollars (\$333,333) within ten (10) calendar days of the Financial Close; (ii) three hundred thirty three thousand three hundred thirty three dollars (\$333,333) dollars within ten (10) calendar days of the one (1) year anniversary of the Financial Close; (iii) three hundred thirty three thousand three hundred thirty four dollars (\$333,334) dollars within ten (10) calendar days of the two (2) year anniversary of the Financial Close; and, (iv) solely in the event that Commercial Operation has not commenced on or before the three (3) year anniversary of the Financial Close, three hundred thirty three

thousand three hundred thirty three dollars (\$333,333) dollars within ten (10) calendar days of (A) the three (3) year anniversary of the Financial Close and (B) each subsequent anniversary of the Financial Close if Commercial Operation has not commenced on or before such subsequent anniversary. By way of example only, if Financial Close is May 1, 2017 and Commercial Operation commences August 1, 2020, then NTE shall make the payments set forth in (i)-(iii) on the appropriate schedule as well as an additional payment of three hundred thirty three thousand three hundred thirty three dollars (\$333,333) dollars by May 11, 2020 because Commercial Operation had not occurred by May 1, 2020. NTE would not owe any further additional cash payment pursuant to (iv) above on May 1, 2021 because Commercial Commencement had occurred on or before the anniversary of the Financial Close in 2021. Tax Year 1 would begin on July 1, 2021.

4. Payment During Operational Period.

(a) Simultaneously with the commencement of Commercial Operation, NTE shall deliver to the Town written notice of such event.

(b) Subject to the termination provisions of this Agreement, during the Operational Period, NTE shall make the Tax Payments set forth in Exhibit A.

(c) During all times that the Agreement is in effect, the assessed value of the Taxable Property shall be determined by dividing the Tax Payment for the Tax Year by the Town's then current mill rate.

5. No Interruption or Cessation of Payments.

Except as set forth in Paragraph 3 with regard to Cash Payments made for the Pre-Operational Period, NTE and the Town acknowledge and agree that the Cash Payments owed by NTE to the Town as defined on Exhibit A attached hereto shall be billed on the customary dates and manner (i.e., the total Assessment for the relevant Tax Year is divided into equal quarterly payments). These payments will be due and payable on the customary due date(s) which are currently the first day of July, October, January and April of each Tax Year, commencing with the first year of the Operational Period regardless of any interruption or cessation of Commercial Operation of the Facility. In the interest of clarity, the Parties note that each of the Cash Payments for the Operational Period set forth in the schedule in Exhibit A represent the total payments in cash for the Tax Year; each periodic payment will be one quarter of the amount.

6. Payment Default.

(a) In the event NTE fails to make a scheduled periodic payment required under this Agreement on the due date provided for herein, written notice of the payment default shall be sent by the Town to NTE by certified mail, return receipt requested. Interest at the rate set in C.G.S. §12-146 shall accrue on any unpaid payment from the date such payment was due. If a delinquent payment is not received by the Town within thirty (30) days after receipt by NTE of

written notice of the payment default, the Town at its option, which it may exercise in its sole discretion by the delivery of a second written notice to NTE, may elect to terminate this Agreement, insofar as it relates to the fixing of assessments on the Taxable Property. The termination shall be effective fifteen (15) days after receipt of the second notice provided that the delinquent payment plus interest has not been paid. If the delinquent payment plus interest has been paid before fifteen (15) days after receipt of the second notice, the Agreement shall not terminate.

(b) NTE and the Town agree that termination by reason of payment default under this Paragraph 6 shall not affect the validity and enforceability of other agreements (except as otherwise provided therein) that may be entered into between NTE and the Town. All such other agreements shall not be affected, invalidated, or terminated, and all such other agreements shall remain valid, legal, binding and enforceable against and between the parties thereto.

7. Additions or Improvements to the Taxable Property

Equipment and other property acquired after the commencement of Commercial Operation, which is not in the nature of replacement equipment but, rather, represents an addition to the existing Facility used to increase the capacity of the Facility by more than five percent (5%), calculated cumulatively, as discussed below, shall not be covered by the Tax Payments described in Exhibit A and shall result in a prospective increase to the required Tax Payments. For the purposes of this Paragraph 7, NTE warrants that at the time of commencement of Commercial Operation, the rated capacity of the Facility shall be five hundred fifty (550) megawatts at International Standards Organization ("ISO") conditions: fifty nine (59) degrees Fahrenheit, sixty percent (60%) humidity and 14.696 PSIA. As to such after-acquired property resulting in an increase in such cumulative rated capacity of at least five percent (5%) by or for NTE, in accordance with all applicable rules, regulations, and procedures, as amended from time to time and adopted by the New England Power Pool ("NEPOOL") and/or ISO New England, Inc. ("ISO-NE") and any successor or assigns to NEPOOL and ISO-NE, NTE shall notify the Town of said increase in such rated capacity no later than September 30 of the assessment year in which the addition or improvement is completed, and a proportionate increase in the Tax Payment set forth in Exhibit A for that Tax Year and subsequent years shall be made based on an additional amount per year for each megawatt, or any portion thereof of power capacity added to the Site in excess of five hundred fifty (550) megawatts at ISO conditions by such after-acquired property. The additional amount for each Tax Year shall be calculated by dividing the Tax Payment set forth in Exhibit A for that Tax Year by five hundred fifty (550) to obtain the per-megawatt average tax for that Tax Year and multiplying said per-megawatt average amount by the number of megawatts of capacity in excess of five hundred fifty (550) and adding said amount to the tax payable for the Tax Year. For purposes only of the Tax Year in which any output adjustment is recognized, the adjustment in the Tax Payment is to be made pro-rata for the remaining portion of such Tax Year, i.e., a five (5) percent increase recognized after 6 (six) months will only result in a two and one half (2.5) percent increase in the total payments for the year. Increases in the capacity of the Facility of less than five percent (5%) shall have no effect on the payments detailed in Exhibit A.

8. Remedies Upon Payment Default.

In the event of a termination for a payment default as described in Paragraph 6 above, any unpaid portion of the Cash Payment existing for the Tax Year in which the default occurs shall be immediately due and payable in full (i.e., that periodic payment and all remaining quarterly payments for any Tax Year during the Operational Period and any unpaid portion of each individual payment set forth in Paragraph 3 for the Pre-Operational Period). Under no circumstances shall the Town seek to collect any taxes which would have been due but for this Agreement for any time before and including the Tax Year in which the payment default occurred and the Town specifically waives its right to do so. After termination of this Agreement insofar as it relates to the fixing of assessments on the Taxable Property, NTE agrees that the Town may tax the Taxable Property in accordance with its normal and customary procedures; to wit, the Town shall place the Taxable Property on the Grand List for the year in which the default occurs, property tax therefore will be assessed beginning with the subsequent Tax Year, and NTE may claim any exemptions from such tax, including, but not limited to, exemptions for air pollution control property. For example, if the Agreement is terminated in February of Tax Year 1, then the property is placed on the Grand List that was set the prior October 1st for the fiscal year beginning the following July 1st (i.e., Tax Year 2). NTE does not waive any right to challenge such assessment or the imposition of any tax on any ground permitted by law, including a claim that the Town did not validly terminate this Agreement.

9. Improvements to the Taxable Property.

Any real or personal property that does not constitute Taxable Property shall be taxed as all other property is normally taxed in the Town. By way of example only, if a shopping center is developed on the Site, it shall not be the subject of this Agreement. However, as described in the definition of Taxable Property, facilities such as a maintenance shed which are used in relation to or for the benefit of the Facility shall constitute Taxable Property and not be subject to separate, additional or other taxation outside of this Agreement.

10. No Adjustment.

In the event that the Tax Payment for any Tax Year is less than or greater than the amount of real and personal property taxes which would be levied on NTE and paid by NTE in the ordinary course and in the absence of this Agreement, then NTE and the Town agree, except as set forth in Paragraph 2 above, that no adjustment shall occur in any such Tax Year and, in any such event, NTE agrees it will pay to the Town the full Tax Payment for that Tax Year.

11. Compliance with Reporting Requirements.

(a) Throughout the term of this Agreement, NTE shall file its payment declaration as required by statute, reporting the value of such personal property in the aggregate and NTE will be subject to a penalty for the failure to comply with such statutory reporting requirements. Such

requirements include, but are not limited to, those imposed by C.G.S. §§ 12-41, 12-42, 12-43, 12-53, and 12-59. It is expressly agreed and acknowledged by the Town that compliance by NTE as to such requirements, and subjection by NTE as to such penalties, shall not make NTE liable for the real and personal property taxes which would otherwise be levied in the absence of this Agreement, so long as this Agreement is in full force and effect. Failure of NTE to timely provide a report pursuant to this Paragraph 11, shall not be grounds for the Town to terminate this Agreement.

(b) The Town agrees that it shall work with NTE, as it would any other taxpayer, and shall make reasonable efforts to address any issues, arising from NTE's statutory reporting obligations described above.

12. Termination.

Except as otherwise provided for in Paragraphs 2, 6, and 14 herein, this Agreement, insofar as it relates to the fixing of assessments on the Taxable Property, shall terminate upon the earlier of: (i) July 1, 2025 if Commercial Operation has not occurred by that date; or (ii) payment in full of the final Tax Payment due by NTE. At the end of the Term, the parties may agree to extend this Agreement for an additional time period on terms mutually satisfactory to both parties.

13. No Additional Tax Benefits.

NTE and the Town agree that the terms and conditions contained herein reflect the definitive agreement between the Town and NTE regarding tax assessments, tax abatements and payments of tax in connection with the Taxable Property, and NTE agrees that it will not pursue any additional exemptions or tax abatements or any subsequent adjustment to its Tax Payments that are the subject of this Agreement unless permitted herein. Nothing in this Paragraph 13 shall prohibit NTE from seeking additional tax relief from the State of Connecticut, or other taxing authorities other than the Town, provided that the total annual Cash Payments received by the Town shall be not less in any year than as set forth on Exhibit A.

14. NTE's Rights to Terminate the Agreement.

(a) At any time before NTE provides notice that Commercial Operation has commenced, NTE may elect to terminate this Agreement by providing notice of termination to the Town. NTE and the Town agree that this Agreement, insofar as it relates to the fixing of assessments on the Taxable Property, shall terminate upon such notice. Any unpaid portion of the periodic payment set forth in Paragraph 3 that would be payable for that Tax Year shall be immediately due and payable in full. Under no circumstances shall the Town seek to collect any taxes which would have been due but for this Agreement for any time before and including the Tax Year in which the notice of termination is provided and the Town specifically waives its right to do so. After termination of this Agreement insofar as it relates to the fixing of assessments on the Taxable Property, NTE agrees that the Town may tax the Taxable Property in accordance with its normal

and customary procedures; to wit, the Town shall place the Taxable Property on the Grand List for the year in which the default occurs, property tax therefore will be assessed beginning with the subsequent Tax Year, and NTE may claim any exemptions from such tax, including, but not limited to, exemptions for air pollution control property. For example, if the Agreement is terminated in February of Tax Year 1, then the property is placed on the Grand List that was set the prior October 1st for the fiscal year beginning the following July 1st (i.e., Tax Year 2). NTE does not waive any right to challenge such assessment or the imposition of any tax on any ground permitted by law, including a claim that the Town did not validly terminate this Agreement.

(b) Additionally, NTE and the Town agree that the failure of Commercial Operation to occur by July 1, 2022 shall not affect the validity and enforceability of any and all other agreements between NTE and the Town executed and delivered in connection therewith. Such other agreements shall not be affected, invalidated, or terminated, and all such other agreements shall remain valid, legal, binding and enforceable against and between the parties thereto.

15. Duty of Town to Assist and Not to Unreasonably Interfere.

(a) The Town agrees that it will not express any opposition to the Project, provided NTE remains in compliance with applicable statutes and regulations, and the terms of this Agreement and any other agreement between NTE and the Town. The Town, in accordance with local laws and regulations, agrees to provide its standard level of service and review in the areas of permitting and development and/or acquisition of appropriate access and property rights, insofar as those rights concern Town-owned property, infrastructure, improvements, resources, and services relating to the Project, it being understood that: i) NTE shall pay for the capital costs of same; and ii) this Agreement includes an absolute prohibition on the use of eminent domain power by either Party for the benefit of the Project or NTE. Refer to the map in Exhibit B for a preliminary identification of the land and property rights potentially required by the Project. Provided, however, that nothing in this paragraph shall limit or restrict any future action by the Town if the Project is operated in violation of its permits or licenses.

(b) The Town agrees that it shall not unreasonably interfere with (i) NTE's widening of Lake Road west of Forbes Road to the entrance to the Facility or (ii) the developing, permitting, construction or operation of the Project, provided said widening is performed in accordance with applicable state and local statutes, ordinances, and regulations, and those activities do not involve the exercise of any eminent domain powers.

16. Invalidity of this Agreement: Survival of Obligations.

In the event any of the provisions of this Agreement, insofar as it relates to the establishment/fixing of assessments on the Taxable Property, are invalidated or declared null and void for any reason other than termination under Paragraphs 2, 6, or 14 herein, including, but not limited to, a change of law, then NTE and the Town agree that (i) beginning with the Grand List of the year in which the provision is declared invalid by a court of competent jurisdiction, the Taxable Property shall be taxed in accordance with the normal and customary taxing procedures of the Town, and NTE may contest such

assessment and will pay property tax in accordance with applicable law; (ii) during the period of any dispute over the validity of any provisions of this Agreement until the entry of a judgment by a court of competent jurisdiction, the Town and NTE agree that this Agreement will remain in full force and effect, and NTE shall pay the Tax Payments set forth in this Agreement; and (iii) despite the invalidation of this Agreement by a court of competent jurisdiction, the Town agrees, in consideration of the benefits the Town has received under this Agreement, to defer any assessment, abate any tax and waive the right to collect any tax in excess of the Tax Payments set forth in this Agreement for the year(s) preceding the first Tax Year following the date on which the provision is declared invalid by a court of competent jurisdiction. Under no circumstances shall NTE be subject to double payment, nor shall the Town be uncompensated for any tax period under this Agreement.

17. Due Authorization.

(a) NTE and the Town each represent and warrant to the other that (i) each is a validly existing entity under the laws of the State of Connecticut (ii) with full and proper authority to enter into and fulfill all terms and conditions contained in this Agreement, (iii) all actions required to authorize and approve the entering into and execution, delivery, and performance of this Agreement have been taken and (iv) the execution of this Agreement will not conflict with or result in the breach of the provisions of, or any of the terms, conditions or provisions of any contract, lease, instrument, or any other agreement or restriction to which either is a party or by which either is bound.

(b) NTE and the Town further represent and warrant to each other that this Agreement constitutes a legal and valid obligation binding on and enforceable against each party hereto. The Town agrees that it has proceeded with the advice of the Town's attorney, and that (i) the Town followed all notice, quorum, voting and all other procedural requirements as to the enactment of ordinances, passage of resolutions, procurement of consents, or approvals in connection with this Agreement and (ii) the Agreement was duly authorized, executed and delivered by the Town.

(c) In the event that this Agreement is declared invalid, in whole or in part, by a Court of competent jurisdiction, the Town agrees to forego any remedy for the preceding years and to look only to the then current tax year and future tax years.

(d) The parties have entered this agreement in good faith and each has relied upon its own analysis and interpretation of any applicable statutes and/or regulations.

(e) Any subsequent changes, amendments, or addendums to this Agreement, other than those of a clerical nature or to correct an obvious mutual error or mistake, shall be approved by resolution of the Town Council prior to execution.

18. Default, Dispute Resolution and Remedies.

(a) Either Party (the "Aggrieved Party") shall have the right to give written notice to the other Party ("Noticed Party") that the Noticed Party is not performing in accordance with the

terms and conditions of this Agreement. For purposes of this Paragraph 18, the Aggrieved Party and Noticed Party are collectively referred to as the "Disputing Parties". Other than the provisions set forth in Paragraph 6(a) with regard to late Tax Payments which shall control in the event of late payment, such notice shall describe with specificity the basis for the Aggrieved Party's belief and may describe the recommended options to correct the failure.

(b) If the Noticed Party agrees with the Aggrieved Party's concern, the Noticed Party shall promptly take appropriate action to correct the failure. In such circumstance, the Noticed Party shall respond to the Aggrieved Party's written notice within ten (10) calendar days of receipt thereof describing the action taken in response to the notice.

(c) If the Noticed Party disagrees with the Aggrieved Party's concern, the Disputing Parties shall each designate a member or members of its executive management to discuss the matter and attempt to resolve the dispute. (In the case of NTE, this will be the Vice President of NTE Connecticut, LLC and, in the case of the Town, this will be the Town Manager and the Town Council and/or its legal representation.) The representatives of the Disputing Parties shall meet in a Killingly location mutually agreed upon within twenty (20) calendar days of receipt of the Aggrieved Party's written notice. The Disputing Parties agree to use their good faith efforts to settle promptly any disputes or claims arising out of or related to this Agreement through their respective representatives and shall negotiate in good faith to resolve the dispute. Subject to the conditions of the Freedom of Information Act, all negotiations and discussions pursuant to this Paragraph 18(c) shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and applicable rules of evidence in the State of Connecticut. Any substantive change to this agreement shall be subject to approval by NTE and the Town Council, prior to taking effect. If at any time either Party believes that continued discussions will not result in a resolution of the dispute, then such Disputing Party may pursue all rights and remedies available to such Disputing Party.

(d) All applicable statutes of limitation and defenses based upon the passage of time and similar contractual limitations shall be tolled while the discussions specified in this Paragraph 18 are pending. The Disputing Parties will take such action, if any, required to effectuate such tolling. Without prejudice to the procedures specified in this Paragraph 18, a Disputing Party may file a complaint for statute of limitations purposes if in its sole judgment it deems that such action may be necessary to preserve its claims or defenses. Notwithstanding such action, the Disputing Parties will continue to participate in good faith in the procedures specified in this Paragraph 18.

19. Entire Understanding.

This Agreement reflects the entire understanding of the Parties hereto and supersedes all previous verbal and written agreements between the parties regarding municipal tax assessments, tax abatements and payments of tax and payments in lieu of taxes. NTE and the Town acknowledge and agree that there are no other agreements between the Parties regarding real and personal property and any and all other municipal taxes other than pursuant to the terms and conditions set forth herein. To the extent NTE and

the Town might reach an understanding as to any other matter, including but not limited to any agreement related to funds for municipal improvements, road improvements or other matters, those would need to be specifically set forth in a separate, fully executed, written agreement between NTE and the Town.

20. Notices.

All notices required or permitted under the terms of this Agreement shall be in writing and can be delivered by facsimile or registered or certified mail. Notice that is sent by registered or certified mail it shall be deemed effective on the second day after deposit in the United States Mail, postage prepaid, except as otherwise demonstrated by a signed receipt. Notices may be sent at the following addresses:

If to NTE:

NTE Connecticut, LLC
24 Cathedral Place, Suite 300
Saint Augustine, FL 32084
Attn: Vice President

If to the Town:

Town of Killingly
172 Main Street
Killingly, CT 06239
Attn: Town Manager

21. Amendments.

Except as otherwise provided herein, neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated except by the written agreement of the Parties.

22. Assignability.

The Parties shall not assign this Agreement without the written consent of the other Party which shall not be unreasonably withheld, except that NTE may assign this Agreement, without consent, to any lender ("Collateral Assignee") as collateral for the obligations of NTE under any construction, term financing, refinancing or leasing. The making of such an assignment of this Agreement shall not require any Collateral Assignee to assume the performance of any terms and conditions on the part of NTE to be performed hereunder. In order to facilitate the obtaining of financing or refinancing of the Facility, the Town shall execute such consents, agreements and similar documents, with respect to a collateral assignment hereof to a lender as such lender may reasonably request. NTE or any future assignee agrees to notify the Town as soon as reasonably possible of any change in ownership or operation of the Facility.

23. Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefits of the Parties hereto and their respective successors-in-interest and any assigns permitted hereunder.

24. Obligations.

NTE's obligations hereunder are limited to any and all assets owned by NTE or its successors or assigns during the term of this Agreement (including its Facility) and any replacement(s) of same. In connection with any disputes regarding this Agreement, the Town agrees to look only to such assets in satisfying any obligations under this Agreement, not to any general or limited partner in NTE or any of its or their Affiliates, provided the Town is a named additional insured party on any general liability insurance policies issued to NTE that are associated with the Taxable Property.

25. Recitals.

The recitals set forth in the preamble to this Agreement are true and correct in all respects and are hereby incorporated into the Agreement with the same effect as if the same were fully restated herein by this reference.

26. Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and assigns, other than rights and remedies in connection with the Assessment and payment of municipal property tax on the Taxable Property.

27. Severability.

Except as otherwise addressed in paragraph 16 which shall control, if any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

28. No Waiver.

The failure by either Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement shall not constitute a waiver of any such breach of such covenant, agreement, term, or condition. The waiver of any breach shall not affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect.

29. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the domestic law of the State of Connecticut without giving effect to any choice of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Connecticut. In the event of any dispute between the Parties, the Parties agree that, subject to the dispute resolution procedures set forth in Section 18, venue shall lie only in the State and Federal courts located in Windham County, Connecticut. Service of process may be made in any matter recognized by such courts. Each of the Parties waives its right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

30. Counterparts.

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

31. Indemnity and Hold Harmless

NTE agrees to hold harmless and indemnify the Town of Killingly, its agents, servants, and public officials from any or all expenses or costs, specifically including reasonable legal fees and reasonable third party expert witness fees arising from the Town's execution, implementation or interpretation of the Agreement for Stabilization of Municipal Tax Payments and the Community Environmental Benefit Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NTE CONNECTICUT, LLC

By: TR Ems
Its: VICE PRESIDENT

TOWN OF KILLINGLY

By: [Signature]
Its: TOWN MANAGER

Exhibit A

Cash Payment Schedule

**Under the Agreement for Stabilization of Municipal Tax Payments
Between
NTE Connecticut, LLC
and
the Town of Killingly**

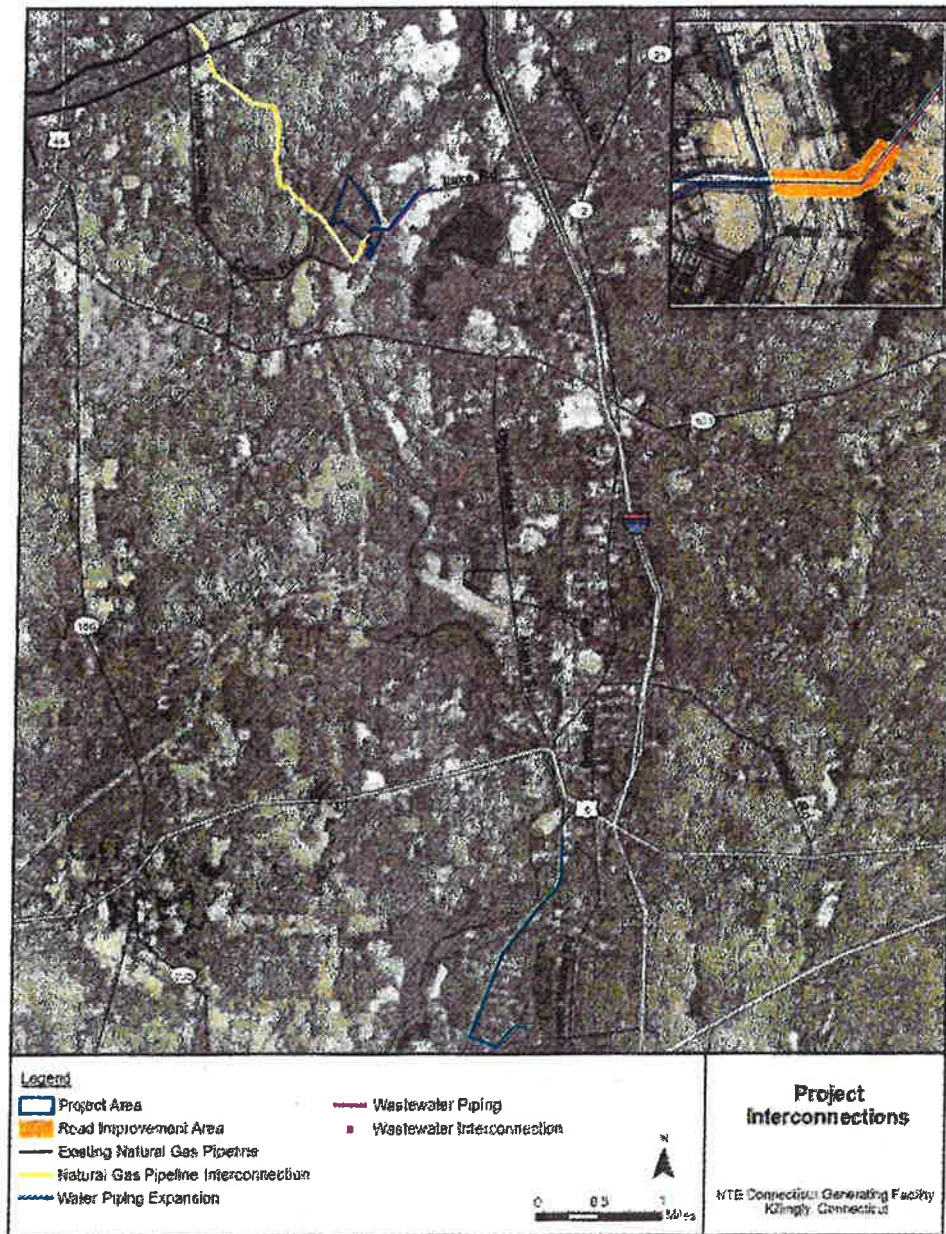
<u>TAX YEAR OR PAYMENT DATE</u>	<u>CASH PAYMENT</u>
Financial Close	\$333,333
One Year Anniversary of Financial Close	\$333,333
Two Year Anniversary of Financial Close*	\$333,334
Tax Year 1	\$3,000,000
2	\$3,000,000
3	\$3,750,000
4	\$4,000,000
5	\$4,000,000
6	\$4,000,000
7	\$4,600,000
8	\$4,600,000
9	\$4,600,000
10	\$4,850,000
11	\$5,100,000
12	\$5,000,000
13	\$5,000,000

14	\$5,000,000
15	\$5,000,000
16	\$5,000,000
17	\$5,000,000
18	\$5,000,000
19	\$5,000,000
20	\$5,000,000
TOTAL	\$91,500,000

*Schedule of payments assumes that Commercial Operation shall commence on or before the three (3) year anniversary of Financial Close. As set forth in Paragraph 3, one or more additional payments in the amount of three hundred thirty three thousand three hundred thirty three dollars (\$333,333) would be required under any scenario where the three (3) year construction deadline is not satisfied.

Exhibit B

Land and Property Rights Potentially Required



ATTACHMENT 1H

COMMUNITY ENVIRONMENTAL BENEFIT AGREEMENT

This Community Environmental Benefit Agreement (the "Agreement") is entered into on this 30th day of January 2018, ("Effective Date") by and between NTE Connecticut, LLC, a Delaware limited liability company with a place of business at 24 Cathedral Place, Suite 300, St. Augustine, Florida 32084 ("NTE"), and the Town of Killingly, a municipal corporation in the State of Connecticut, acting by and through Sean Hendricks, its Town Manager, duly authorized, with its principal place of business at Killingly Town Hall, 172 Main Street, Killingly, Connecticut 06239 (the "Town"), with NTE and the Town each referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, NTE is proposing to construct, own and operate the Killingly Energy Center, a combined cycle facility with an electric generating capacity of approximately 550 megawatts ("MW") and to secure Final Permits (as defined below) related to same at 189 Lake Road, Killingly, Connecticut (the "Generating Facility") and assist with efforts to secure permits for the related switchyard at the real property located at 180 Lake Road, Killingly, Connecticut (the "Switchyard Facility"); the Generating Facility and the Switchyard Facility together, shall for purposes of this Agreement only, constitute the "Facility";

WHEREAS, the Facility will involve or require additional onsite and offsite infrastructure, improvements, and resources including but not limited to those related to roadways, parking, construction laydown, water, wastewater, natural gas, and electric transmission; these, in addition to the Facility, shall for purposes of this Agreement only, constitute the "Project";

WHEREAS, NTE desires to cooperate with, provide support to, and undertake certain efforts to address the interests of the Town as related to the Project;

WHEREAS, Section 22a-20a of the Connecticut General Statutes (the "Environmental Justice Act") and the Connecticut Department of Energy and Environmental Protection's ("CT DEEP") Environmental Justice Participation Guidelines require applicants seeking a permit from

the CT DEEP and/or certification from the Connecticut Siting Council (“Siting Council”) for a new or expanded facility defined as an “affecting facility” to file an Environmental Justice Public Participation Plan (the “EJ Plan”);

WHEREAS, NTE filed its Plan as to both Siting Council and CT DEEP on March 31, 2016, updated it on April 14, 2016 and the Connecticut Environmental Justice Administrator (“EJ Administrator”) approved NTE’s updated Plan on April 19, 2016 and, following the implementation of the approved Plan, NTE submitted the Environmental Justice Plan Final Report (“EJ Final Report”) to the EJ Administrator as related to both its DEEP and Siting Council permitting efforts on December 8, 2016. The EJ Final Report describes NTE’s compliance with the approved Plan, details the manner in which NTE provided clear, accurate, and complete information to the public at its informal public meeting, and more fully describes other efforts undertaken by NTE to meaningfully engage the public, and the results of and input from this successful engagement. More specifically, the EJ Final Report describes, among other things, the results of the public outreach efforts, including the details of the informal public meeting, the nature of additional public outreach and meetings and input therefrom, results of meetings with municipal officials and, as required, certain commissions, additional public meetings and meetings with neighborhood community groups as well as a description of other public outreach methods utilized including the development of a project website and monthly newsletter;

WHEREAS, while NTE met its obligations by implementing the approved EJ Plan and submitting the EJ Final Report, NTE remains committed to maintaining on-going dialogue with the community;

WHEREAS, the Town, acting through its Town Manager, entered into negotiations with NTE in support of this Agreement in order to achieve meaningful monetary and policy benefits and mitigation, in whole or in part, of the impacts reasonably related to the Project;

WHEREAS, on August 17, 2016, NTE submitted an Application for a Certificate of Environmental Compatibility and Public Need (the “Certification”) to the Siting Council (the “Application to the Siting Council”) for siting approval to develop, construct, and operate the Facility at the Site;

WHEREAS, NTE has provided the Town with a copy of its Air Permit Application, dated April 15, 2016, submitted to CT DEEP for a pre-construction permit to construct and operate the Facility under RCSA Section 22a-174-3a and all subsequent, related submittals (collectively, the “Air Permit Application”). The Plan, Final Report, Application to the Siting Council, Air Permit Application, and the consultation actions described in Sections 3(c) and 3(d) below, are collectively referred to herein as the “Baseline Documents”;

WHEREAS, the Town has reviewed the Baseline Documents and relies upon the material set forth therein as part of its consideration for entering into this Agreement;

WHEREAS, NTE has applied or will apply for a wastewater discharge permit to discharge sanitary and commercial non-contact wastewater from the Project to the Killingly wastewater treatment plant, subject to rates and regulations established by the Killingly Water Pollution Control Authority (KWPCA);

WHEREAS, NTE intends to use water supplied by the Connecticut Water Company (“CWC”) to supply the water requirements for the Project;

WHEREAS, NTE intends to improve a section of Lake Road to improve access to the Facility as further defined in Section 4 herein;

WHEREAS, on 1/9/18 the Town Council approved this Agreement, authorizing the Town Manager to execute the same on behalf of the Town;

WHEREAS, this Agreement has been negotiated under the auspices of the Environmental Justice Act, which provides for such agreements between developers of electricity generating facilities, such as NTE, and host municipalities, in this case the Town; and

WHEREAS, both NTE and the Town acknowledge that this Agreement was negotiated in conjunction with the Agreement for Stabilization of Municipal Tax Payments, and that when determining the spirit and nature of the legal relationship between NTE and the Town, the two documents should be read together with the understanding that there is common interest and language and that the two documents, when read collaboratively, represent the breadth of the mutually accepted terms of that relationship; and

WHEREAS, the terms of this Agreement afford the Town significant financial resources and flexibility to best enable the Town's efforts to meet the objectives of the Environmental Justice Act.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree for themselves, their successors and assigns as follows:

1. **Preamble**. The above recitations are true and correct, and are incorporated herein by reference. Among these, the Parties note: (i) each represents that it is duly authorized and has all requisite authority to enter into and comply with this Agreement; (ii) on 1/9/18 the Town Council approved this Agreement, authorizing the Town Manager to execute the same on behalf of the Town; (iii) this Agreement has been negotiated under the auspices of the Environmental Justice Act; and (iv) any subsequent changes, amendments, or addendums to this Agreement shall be approved by resolution of the Town Council prior to execution.

2. **Establishment of the Community Environmental Benefit Fund ("CEBF"), Conservation Easement and Decommissioning Bond.**

(a) **Creation of the CEBF and Conservation Easement.** Subject to and upon the full satisfaction of the Conditions Precedent as that term is defined in Section 2(b) below, NTE or its designee shall, (i) in the manner and on the schedule described in Section 2(c) below, contribute the total amount of five million and 00/100 Dollars (\$5,000,000.00) to the CEBF; (ii) within sixty (60) days of commencement of commercial operation, cause, at the Town's discretion, the conveyance of, or placement of a conservation easement, in the Town's standard form, upon, approximately twenty (20) acres on the north portion of the Generating Facility as illustrated in Exhibit A ("Conservation Easement"); and (iii) in the manner and on the schedule described in Section 2(f) below provide a bond as security for future Facility decommissioning costs.

(b) **Conditions Precedent to CEBF Funding.** The CEBF shall be funded (in the amount and manner set forth in Section 2(a) above and Section 2(c) below) and the Conservation Easement granted, subject to the following conditions precedent:

(i) NTE shall have executed definitive documentation with its lender or group of lenders for construction and term financing for the Project, all conditions for initial funding shall have been satisfied or waived to NTE's satisfaction, and the initial funding to NTE shall have occurred thereunder ("Financial Close"); OR if NTE commences construction on the Project, which for the purposes of this Agreement shall mean the commencement of civil site work, including clearing, grading, cutting and filling ; and

(ii) A Tax Agreement shall have been entered into by and between NTE and the Town.

(c) Terms of CEBF Payment. If the conditions precedent in Section 2(b) of this Agreement have been fully satisfied and the Town has been in and is in compliance with the terms and conditions of this Agreement (collectively, "Conditions Precedent"), then the CEBF shall be funded in twenty-three payments, with the first payment in the amount of Two Million and 00/100 Dollars (\$2,000,000.00) being made within thirty (30) calendar days after the full satisfaction of all Conditions Precedent and the second payment in the amount of Two Million and 00/100 Dollars (\$2,000,000.00) made one year (365 days) after the first payment. A one-time payment of Thirty Thousand and 00/100 Dollars (\$30,000.00) shall be made six months (180 days) after the first payment. Additionally, an annual payment in the amount of Forty Eight Thousand, Five Hundred and 00/100 Dollars (\$48,500.00) shall be made on January 1 of each of the first twenty years of commercial operation of the Facility, said funds to be utilized by the Town in accordance with Exhibit B. The CEBF shall not be funded if all Conditions Precedent have not all been fully satisfied.

(d) Operation of CEBF. Subject to and following each payment having been made in accordance with Section 2(c) of this Agreement, the Town shall have the authority to utilize the CEBF in the manner and for the projects set forth in Exhibit B as the Town, in its sole discretion, deems appropriate. NTE understands that the Town, working through the Town Council, may consult with the Town staff and advisory groups as the Town deems appropriate in making sound decisions relative to the use of the CEBF. NTE and the Town agree that the community projects set forth in Exhibit B, if implemented, would benefit the Town and its residents.

(e) **Decommissioning Security.** Within 30 calendar days of the full satisfaction of the Conditions Precedent, as set forth in Section 2(b), NTE shall post a surety bond or irrevocable letter of credit issued by a creditworthy bank, in a form acceptable to the Town, in the amount of Two Million and 00/100 Dollars (\$2,000,000) for future decommissioning costs of the Facility (Decommissioning Security). On the tenth (10th) anniversary of the commencement of commercial operations of the Project, NTE shall increase the Decommissioning Security to Five Million and 00/100 dollars (\$5,000,000), which shall remain in place until the decommissioning plan referenced in Section 2(f) of this Agreement is implemented and completed.

(f) **Agreement.** A detailed decommissioning plan will be provided as part of the Development & Management Plan required and approved by the Siting Council.

3. **Permit Issuance.**

(a) **Material Changes.** NTE shall inform the Town of any change to any of the representations contained in the Baseline Documents; any such change will not be deemed a material change unless such change represents a substantial modification that has the potential to increase the risk of an adverse effect on the public health or safety. For purposes of clarity and not by way of exclusivity, it is agreed to and acknowledged by the Parties that: (i) applications for other permits, licenses, approvals or certifications related to the Project or modifications to applications for Final Permits related to the Project, that do not constitute a material modification, revision, or supplement to any application for modifying a Final Permit shall not constitute a "new application"; (ii) separate and/or subsequent applications for any other permits, licenses, approvals, or certifications from the United States Environmental Protection Agency, United States Army Corps of Engineers, CT DEEP, Siting Council, or any other state, federal or local governmental agency or third party with respect to the Project shall not be deemed a material change; and (iii) any change, modification, supplementing, or combining of the source or sources of water to be supplied, used, or discharged or other utilities or services to be provided with respect to the Project shall not be deemed a material change. Notwithstanding any other provisions of this Agreement, the Town Council shall have the right to question or otherwise voice its opposition to any proposed material change

(b) Representations and Understandings Pertaining to Permits.

(1) Application to the Siting Council and Air Permit Application.

NTE represents that the Application to the Siting Council and Air Permit Application include all of the material terms, conditions and elements as of the date of this Agreement. The Parties acknowledge that NTE may revise and/or supplement the Application to the Siting Council and Air Permit Application from time to time to provide information as may be requested by the Siting Council or CT DEEP, or as needed or appropriate to meet then-applicable law, guidance, directives, or requirements with respect to the Application to the Siting Council or Air Permit Application, and no such changes shall constitute a material change. Contemporaneously with any such revisions or supplements to either the Application to the Siting Council or the Air Permit Application, NTE will notify the Town of the public availability of same. The Town has read and reviewed such Application to the Siting Council and Air Permit Application. NTE agrees that it will not undertake a material change in either the Application to the Siting Council or Air Permit Application, as amended from time to time, without first consulting with the Town Council and Town Manager and explaining the need for such changes. Should any change result in the filing of a new application for a Certificate of Environmental Compatibility and Public Need by NTE for this project, the Town and NTE agree to engage in negotiations to reach equitable terms of environmental benefits under the new application.

(2) Title IV and Title V Permits. NTE also expects to apply for other air permits. These may include, among others, the Title IV Acid Rain permit and the Title V Operating (air) permit for the Facility as described in the Baseline Documents. The Parties agree that any applications for these additional permits shall not constitute a material change.

(c) Connecticut Environmental Justice Act. The Parties agree that NTE and the Town have satisfied all requirements of Conn. Gen. Stats. §22a-20a *et seq.*, as amended. These efforts have included, but were not limited to, submitting an Environmental Justice Plan, holding an informal public meeting, submitting a Final Environmental Justice Report, and providing an opportunity for the residents of the Town to be heard concerning the Community Environmental Benefit Agreement prior to negotiating and executing this Agreement.

(d) Connecticut Siting Council. The Parties agree that NTE and the Town have satisfied the municipal consultation requirements of Conn. Gen. Stats. §§ 16-501(e) and 16-50x(d). These efforts have included, but were not limited to, the submission of certain technical information concerning public need, the site selection process and environmental effects of the proposed Facility, and participation in meetings with municipal officials including, but not limited to, the Town Council, the Town Planning and Zoning Commission, and the Town Inland Wetlands and Watercourses Commission.

(e) Town's Commitment to Reasonably Cooperate with the Project. From execution of this Agreement and in all cases except those in which NTE initiates a Material Change, the Town agrees that it will not express any opposition to the Project provided that NTE remains in compliance with applicable statutes and regulations, and the terms of this Agreement and any other agreement between NTE and the Town. The Town, in accordance with local laws and regulations, agrees to provide its standard level of service and review in the areas of permitting and development and/or acquisition of appropriate access and property rights, insofar as those rights concern Town-owned property, infrastructure, improvements, resources, and services relating to the Project, it being understood that: i) NTE shall pay for the capital costs of same; and ii) this Agreement includes an absolute prohibition on the use of eminent domain power by either party for the benefit of the Project or NTE. Refer to the map in Exhibit D for a preliminary identification of the land and property rights potentially required by the Project. Provided, however, that nothing in this paragraph shall limit or restrict any future action by the Town if the Project is operated in violation of its permits or licenses.

(f) Duty Not to Interfere with the Project. The Town agrees that it shall not arbitrarily interfere with the development, permitting, construction or operation of the Project.

(g) Acknowledgement of Commitment. The Parties further acknowledge and agree that the commitments by the Town set forth in Section 3(e) and 3(f) shall be effective upon execution of this Agreement and remain in effect thereafter, and are not contingent upon NTE funding the CEBF.

4. Lake Road Improvements.

(a) **Construction of Road.** Subject to the conditions set forth in Section 4, NTE agrees that, at its own cost and expense, it shall commence construction and subsequently complete the improvements to Lake Road west of Forbes Road to the entrance to the Generating Facility, as described in Exhibit C ("Lake Road Improvements").

(b) **Plans.** NTE agrees that the Lake Road Improvements shall be constructed in compliance with plans and specifications submitted by NTE and approved by the Town.

(c) **Compliance.** NTE agrees that all construction shall be in conformance with local rules, regulations, and ordinances, as approved by the Killingly Town Engineer or his/her designee.

(d) **Land Rights.** Subject to the eminent domain prohibition included in Section 3(e) above, the Town and NTE shall cooperate to obtain all required rights of way or other land rights required for the Lake Road Improvements. In the event the Town and NTE agree that the Town will obtain such land rights, NTE shall reimburse the Town for such reasonable costs and expenses in doing so. At all times during and after construction of the Lake Road Improvements, the Town shall own the Lake Road Improvements.

5. The Town's Dedicated Rights and NTE's Easements. The Town agrees to provide utility easements on real property owned by the Town to NTE as may be desired or required for the purposes of the Project, including, but not limited to, natural gas, water, wastewater, sewer and/or electric interconnections and/or transmissions and access over reasonable routes mutually agreed upon. The dedicated rights of ways and easements shall be granted in perpetuity for reasonable consideration.

6. Other NTE Commitments. Provided that all of the conditions set forth in Sections 2 through Section 5 are satisfied, NTE agrees to the following additional commitments:

(a) **Community Liaison Officer.** NTE shall designate a Community Liaison Officer as a point of contact for the Town and Town residents. The Community Liaison Officer shall be located at the Facility. NTE shall keep the Town informed of the identity and contact

information of the Community Liaison Officer at all times. The Community Liaison Officer shall establish a communications plan to facilitate communications between NTE and Town residents. Such plan will provide for but not be limited to: (1) the posting of material public information regarding the Project on NTE's website; (2) participating in Town community meeting(s) prior to the commencement of commercial operations at which NTE will describe its emergency action plan and communications plan; (3) NTE's participation during at least the first five years (and thereafter upon request of the Town) in an annual meeting for the purpose of updating the Town on any material issues related to the operation and maintenance of the Project; and (4) the establishment of a hotline and email address through which questions or concerns can be submitted to the Community Liaison Officer. In addition, within the first year after commencement of commercial operations of the Project, NTE shall provide a tour of the Facility and invite Town residents to attend, provided that all tour attendees shall comply fully with all security and safety procedures required by NTE and such attendees will not otherwise cause NTE to violate applicable laws including applicable export control regulations or federal homeland security requirements.

(b) Commitment to Support Local Trade Union Hiring, including Minorities, Women and Veterans. NTE is committed to constructing the Facility using qualified regional contractors, to work cooperatively with local building trades unions and the Town to identify and qualify subcontractors and laborers, including minorities, women and veterans, as well as construction firms owned by the same, with a preference for qualified Killingly residents and businesses. NTE shall strongly encourage all of its subcontractors and construction partners to utilize local trade union labor in and throughout all aspects of the Project and the Lake Road Improvements.

(c) Property Value Guarantee. In the event NTE clears the Forward Capacity Auction in February 2018, NTE shall, no later than March 31, 2018, extend a property value guarantee to all residents within a 2500 foot radius of the center point of the Project. In the event NTE fails to clear the 2018 Forward Capacity Auction but clears said auction in a subsequent year prior to construction of the Project, NTE agrees to extend such property value guarantee to residents within the aforementioned radius, no later than March 31 of that year.

(d) **Compliance Reporting.** NTE shall supply the Town with all reports or testing results it generates and/or supplies to any state or federal agency regarding the operation of the Facility. NTE shall timely notify the Town of any instances of noncompliance with state or federal regulations.

7. **Notice.**

(a) **Town Notice.** All notices required to be provided to the Town pursuant to this Agreement shall be provided to the Town Manager and the Town Council at:

172 Main Street
Killingly, CT 06239

(b) **NTE Notice.** All requests to NTE pursuant to this Agreement shall be made to:

NTE
c/o
NTE Connecticut, LLC
24 Cathedral Place
Suite 300
St. Augustine, FL 32084

8. **Entire Agreement.** It is understood and agreed that this Agreement and other documents contemplated herein and as provided for under the terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter herein, and no oral statements or promises, and no understandings not included in this writing, shall be valid or binding except as may be set forth in a duly executed written agreement.

9. **Counterparts.** This Agreement may be executed in counterparts, or any number of duplicate originals, all of which shall constitute one and the same instrument. The Parties further agree that the execution of facsimile copies of this Agreement, as well as faxed or electronic signatures, shall be valid with the same effect as originals.

10. **Good Faith Covenant.** The Parties agree that their actions and dealings with each other shall be subject to an express covenant of good faith and fair dealing.

11. **Severability.** The Parties agree that if any provision of this Agreement is declared or determined to be illegal, invalid or unenforceable, the remaining parts, terms and provisions shall not be affected, and the illegal, invalid or unenforceable provision shall not apply.

12. **Headings.** The paragraph headings herein are for the convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

13. **Effective Date.** The Effective Date shall have the meaning set forth in the introductory paragraph of this Agreement.

14. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the domestic law of the State of Connecticut without giving effect to any choice of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Connecticut. In the event of any dispute between the Parties, the Parties agree that, subject to the dispute resolution procedures set forth in Section 15, venue shall lie only in the State and Federal courts located in Connecticut. Service of process may be made in any matter recognized by such courts. Each of the Parties waives its right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

15. **Default, Dispute Resolution and Remedies.**

(a) **Default.** Either Party ("Aggrieved Party") shall have the right to give written notice to the other Party ("Noticed Party") that the Noticed Party is not performing in accordance with the terms and conditions of this Agreement. (For purposes of this Section 15, the Aggrieved Party and Noticed Party are collectively referred to as the "Disputing Parties".) Such notice shall describe with specificity the basis for the Aggrieved Party's belief and may describe the recommended options to correct the failure.

(b) **Response.** If the Noticed Party agrees with the Aggrieved Party's concern, the Noticed Party shall promptly take appropriate action to correct the failure. In such

circumstance, the Noticed Party shall respond to the Aggrieved Party's written notice within ten (10) calendar days of receipt thereof describing the action taken in response to the notice.

(c) **Resolution of Dispute.** If the Noticed Party disagrees with the Aggrieved Party's concern, the Disputing Parties shall each designate a member or members of its executive management to discuss the matter and attempt to resolve the dispute. (In the case of NTE, this will be the Vice President of NTE and/or its legal representative; in the case of the Town, this will be the Town Manager and the Town Council and/or its legal representative.) The representatives of the Disputing Parties shall meet in a Killingly location mutually agreed upon within twenty (20) calendar days of receipt of the Aggrieved Party's written notice. The Disputing Parties agree to use their good faith efforts to settle promptly any disputes or claims arising out of or related to this Agreement through their respective representatives and shall negotiate in good faith to resolve the dispute. All negotiations and discussions pursuant to this Section 15(c) shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and applicable rules of evidence in the State of Connecticut; provided, however, that such negotiations and discussions shall be subject to any applicable freedom of information act. If at any time either Party believes that continued discussions will not result in a resolution of the dispute, then such Disputing Party may pursue its legal and equitable rights and remedies in the manner described in Section 15. To the extent either NTE or the Town breaches an obligation under this Agreement or some other agreement to which both are parties, the other party may proceed directly to court for all appropriate temporary or permanent, equitable or legal relief. Specifically, NTE and the Town acknowledge that agreements for the provision of infrastructure, services, or resources critical to the Project may not be adequately addressed through the return of funds paid or reward of damages. Therefore, to the extent this Agreement provides for certain critical infrastructure, services, or resources to be provided, the Parties agree that each shall have the right to pursue equitable relief in addition to and/or independent of any legal relief that may be pursued in the event of a breach.

(d) **Tolling Statute of Limitations.** All applicable statutes of limitation and defenses based upon the passage of time and similar contractual limitations shall be tolled while the discussions specified in this Section 15 are pending. The Disputing Parties will take such

action, if any, required to effectuate such tolling. Without prejudice to the procedures specified in this Section 15, a Disputing Party may file a complaint for statute of limitations purposes if in its sole judgment it deems that such action may be necessary to preserve its claims or defenses. Notwithstanding such action, the Disputing Parties will continue to participate in good faith in the procedures specified in this Section 15.

16. Indemnity and Hold Harmless

NTE agrees to hold harmless and indemnify the Town of Killingly, its agents, servants, and public officials from any or all expenses or costs, specifically including reasonable legal fees and reasonable third party expert witness fees arising from the Town's execution, implementation or interpretation of the Agreement for Stabilization of Municipal Tax Payments and the Community Environmental Benefit Agreement. It is understood that that the intention of this provision is to protect the Town of Killingly and the officials set forth herein from any and all liability, cost, or expense arising from the implementation or interpretation of either agreement or any aspect thereof or any legal challenge thereto.

17. Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefits of the Parties hereto and their respective successors-in-interest and any assigns permitted hereunder.

The following signatories of this Agreement represent that they are duly authorized to sign and enter into this Agreement on behalf of their respective organizations.

Dated this 30th day of January 2018.

NTE CONNECTICUT, LLC

TOWN OF KILLINGLY

By:



Name: T.R. EVES
Its: VICE PRESIDENT
Duly Authorized

By:



Name: SEAN HENDRICKS
Its: TOWN MANAGER
Duly Authorized

EXHIBIT A
DESCRIPTION OF CONSERVATION EASEMENT

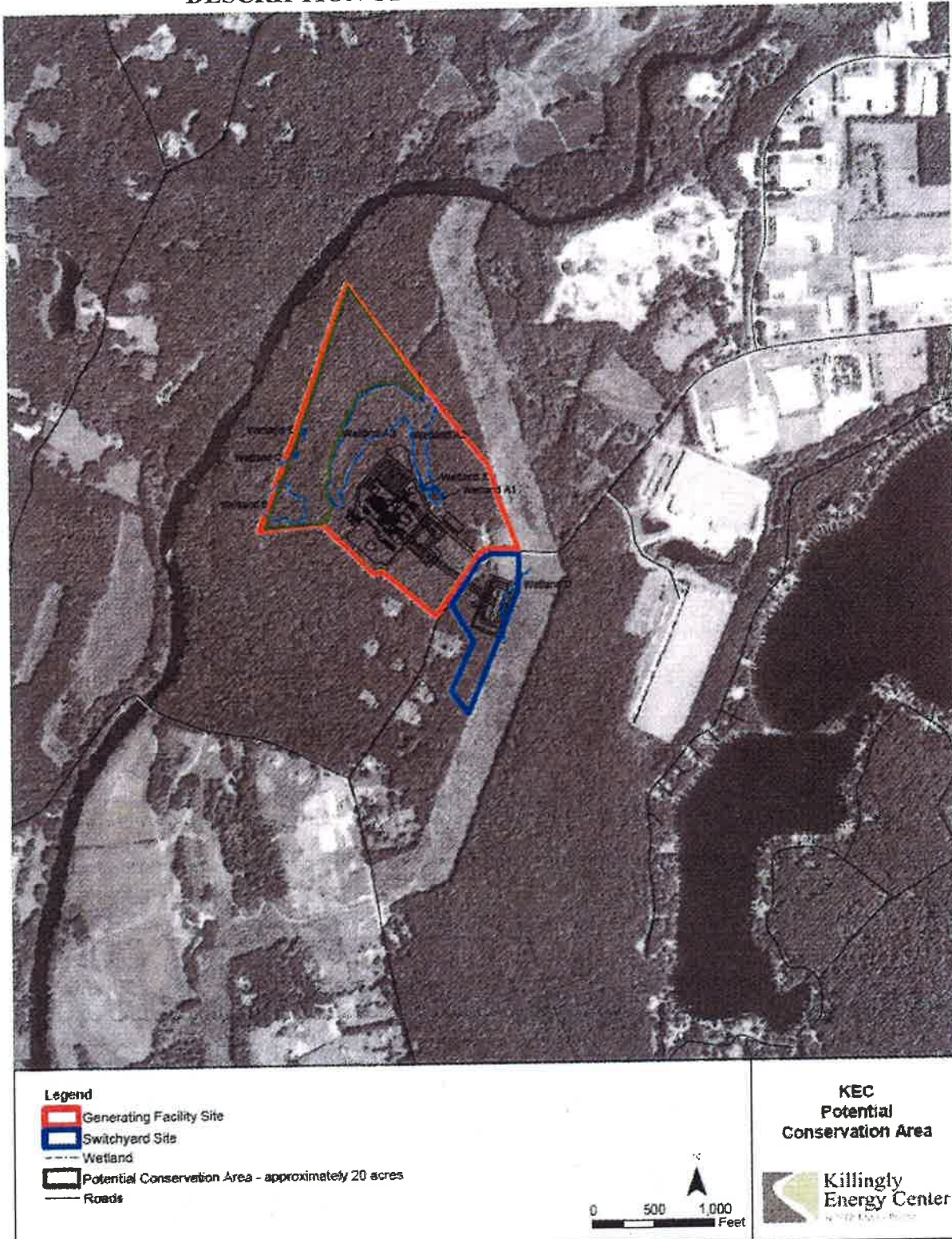


EXHIBIT B

APPROVED COMMUNITY PROJECTS

A) The Town shall have the authority to use Four Million Dollars (\$4,000,000) of the CEBF in any manner, including for capital projects; preferably, those projects will enable the Town to provide improved municipal facilities for the use of all residents or individuals who participate in any programs that may take place in such a facility. However the Town utilizes these funds, it will strive to provide improvements that will have positive environmental impacts, either through increased energy efficiency or through the enhancement of widely-used municipal facilities that assist in the maintenance of the health and physical or emotional well-being of all who use them.

B) The Town shall utilize Nine Hundred Seventy Thousand Dollars and 00/100 (\$970,000), payable by NTE in twenty equal annual installments of Forty Eight Thousand Five Hundred Dollars and 00/100 (\$48,500), in the following manner:

- 1) Each year, Ten Thousand Dollars (\$10,000) shall be placed in a scholarship fund, which will be awarded to a Killingly High School student(s) who will study one of the Environmental Sciences in college. The fund shall be administered by the Town Manager's office, in collaboration with the Board of Education.
- 2) Each year, Two Thousand Five Hundred Dollars (\$2,500) shall be used by the Town to purchase and plant trees at various locations on Town property.
- 3) Each year, Three Thousand Dollars (\$3,000) shall be used by the Town to facilitate a Town-wide Earth Day cleanup effort.
- 4) Each year, One Thousand Five Hundred Dollars (\$1,500) shall be used by the Town to conduct water level and quality testing at Alexander's Lake.
- 5) Each year, Ten Thousand Dollars (\$10,000) shall be placed in an Asthma/Respiratory Illness Assistance Fund. This fund will be administered through the Town Manager's office for i) assistance for unreimbursed medical costs associated with asthmas, allergies,

or respiratory illness, and ii) the study of the cause(s) of the high rates of asthma in Windham County.

6) Each year, Fifteen Thousand and 00/100 Dollars (\$15,000) shall be used by the Town to fund the local "Tools for Schools" initiative in the Killingly Public Schools.

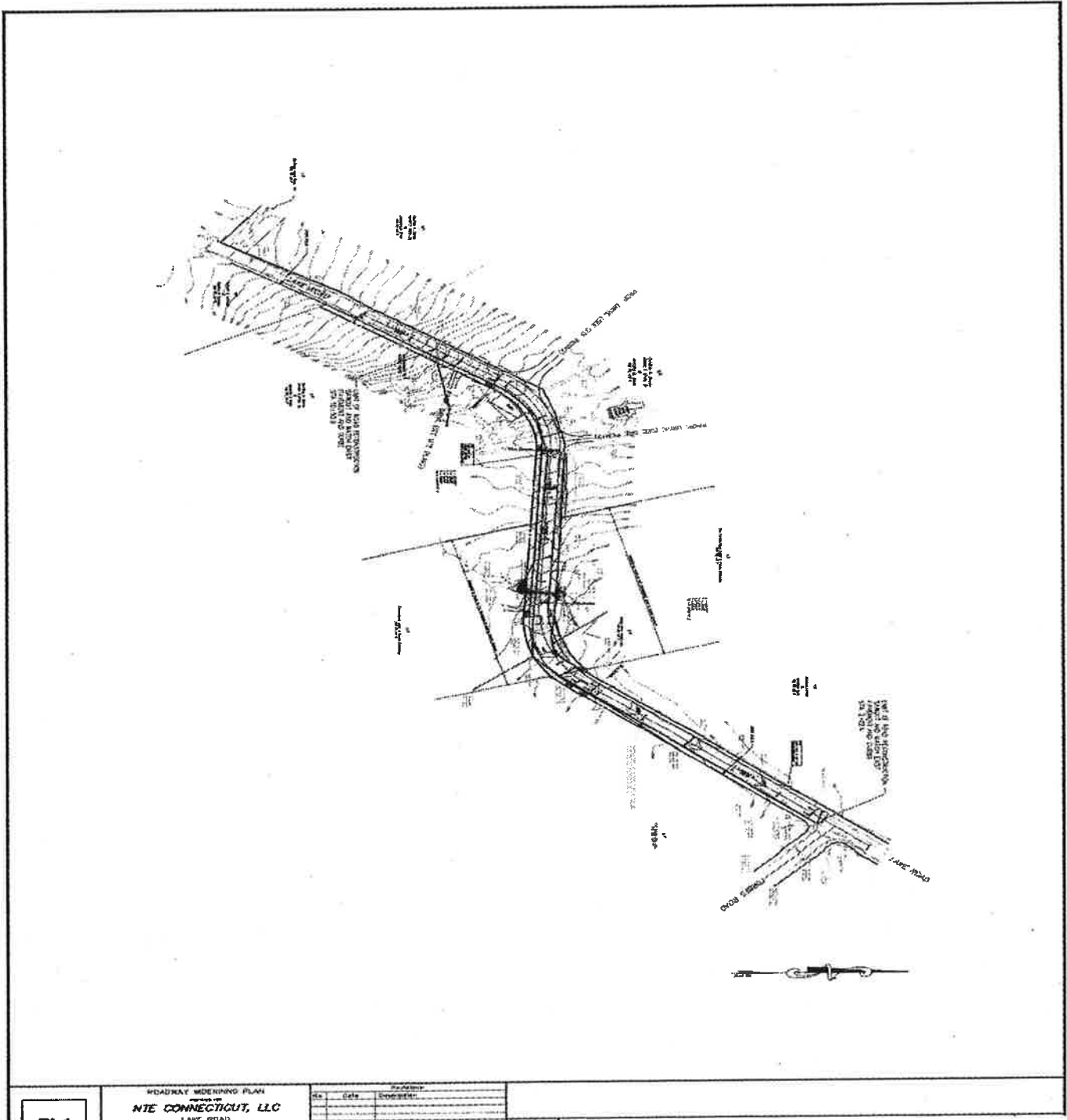
7) Each year, Six Thousand Five Hundred and 00/100 dollars (\$6500) shall be placed in a reserve fund that will be used to monitor and mitigate the effects of municipal operations on the environment, including the monitoring and maintenance of the municipal stormwater system.

C) The Town shall utilize the one-time payment of Thirty Thousand Dollars (\$30,000) for the following purposes:

- 1) The creation of a "Bridge of Flowers" on the Water Street pedestrian bridge or another approved outdoor project(s).
- 2) The purchase and installation of benches along the River Trail or (an)other approved outdoor project(s).

EXHIBIT C

LAKE ROAD IMPROVEMENTS



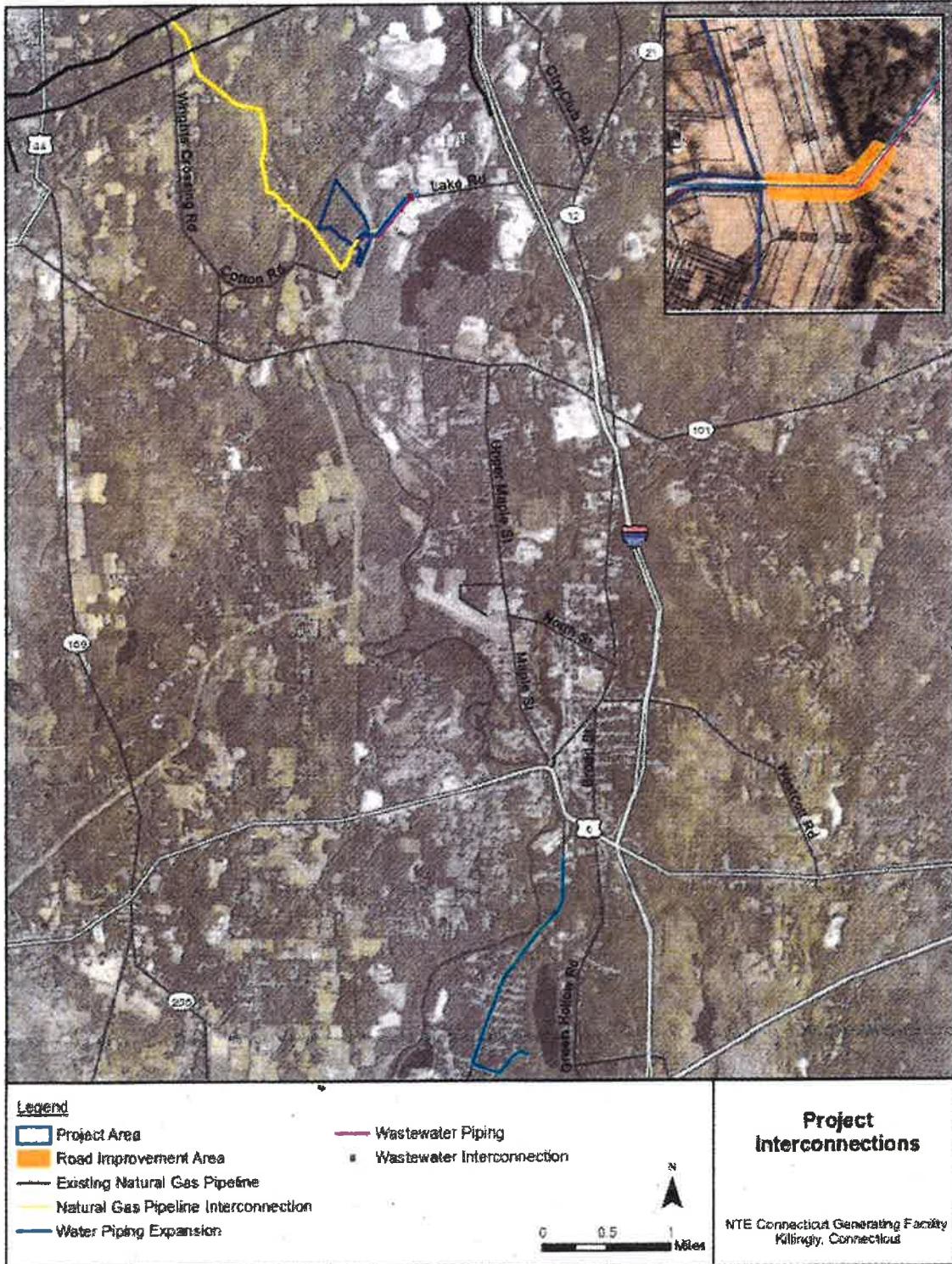
PL-1

ROADWAY IMPROVING PLAN
PROJECT OF
NTE CONNECTICUT, LLC
LAKE ROAD

No.	Date	Revised

EXHIBIT D

LAND AND PROPERTY RIGHTS POTENTIALLY REQUIRED

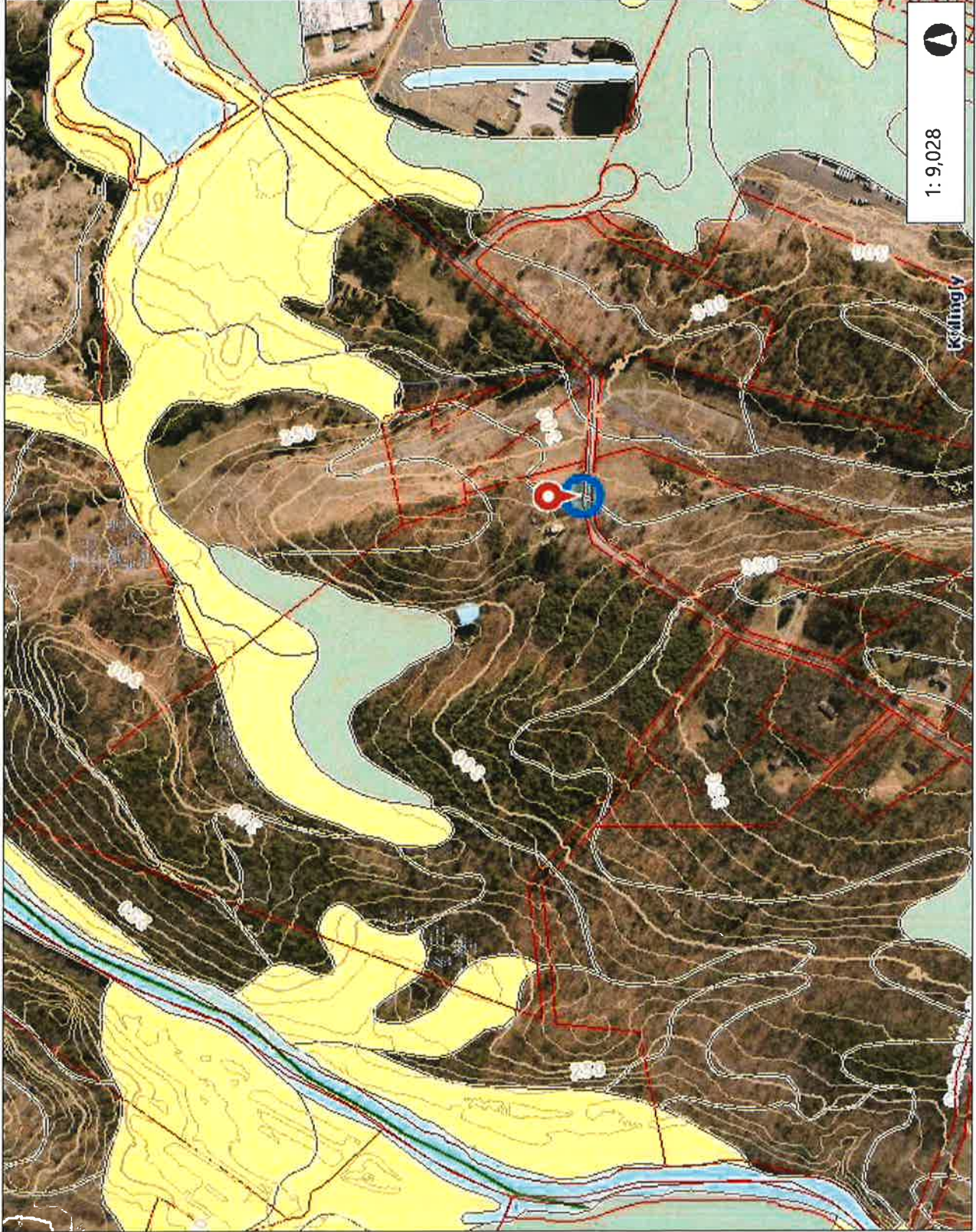
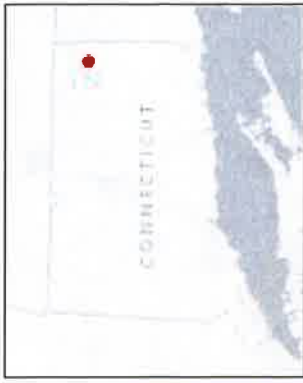


ATTACHMENT 1I

ATTACHMENT 1(I)

**Base Contract for Sale and Purchase of Natural Gas
And
Option to Renew
Between
NTE Connecticut, LLC and Emera Energy Services, Inc.**

ATTACHMENT 2



Legend

- Parcels for Protected Open Sp [Red outline box]
- Soils [White box]
- Farmland Soils**
 - Prime Farmland Soils [Green box]
 - Statewide Important Farmland Soils [Yellow box]
 - Locally Important Farmland Soils [Light yellow box]
- Geographic Names7**
- Geographic Place 3**
- Airport**
 - Airport [White box with black outline]
 - Heliport [White box with black outline]
- Railroad** [Black line with cross-ticks]
- Streets**
 - Interstate Highway [Thick red line]
 - US Highway [Medium red line]
 - State Highway [Thin red line]
 - Primary limited-access [Dashed red line]
 - Ramp [Thin black line]
 - Street [Thin black line]
 - Ferry crossing [Dashed black line]
- County Line**
 - State Boundary [Thick black line]
 - County Boundary [Thin black line]
 - Coastline [Dashed black line]
- County Name**
- Town Line**

Notes

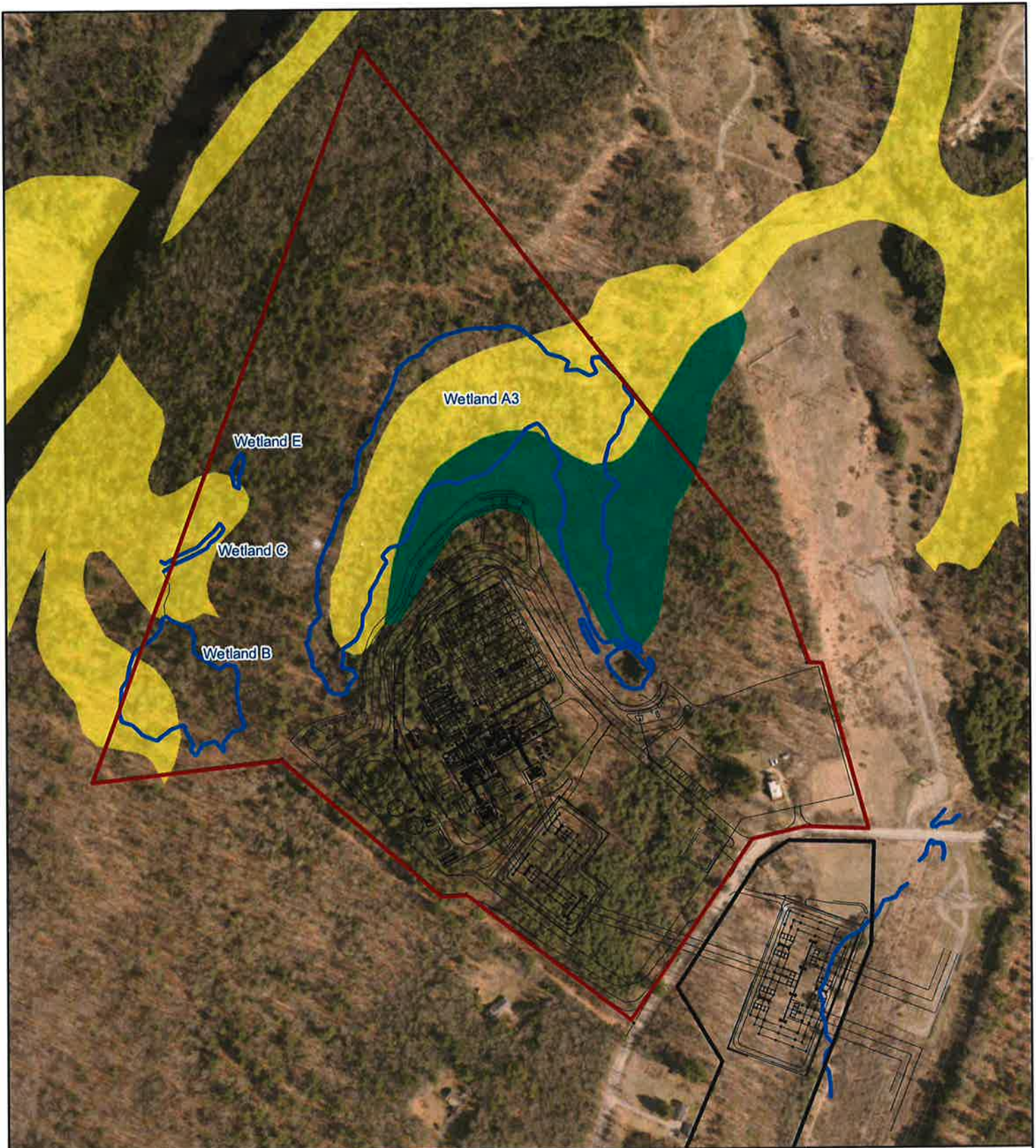
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
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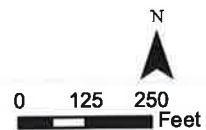
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map is intended for general planning, management, education, and research purposes only. Data shown on this map may not be complete or current. The data shown may have been compiled at different times and at different map scales, which may not match the scale at which the data is shown on this map.



- | | |
|---|--|
|  Generating Facility Site | Farmland Soils |
|  Switchyard Site |  Prime Farmland |
|  Wetland |  Farmland of Statewide Importance |
|  Site Layout | |



Site Wetlands and Prime Farmland

