STANDARD ELECTRICITY PURCHASE AGREEMENT

This STANDARD ELECTRICITY PURCHASE AGREEMENT (the "EPA" or the "Agreement", which terms are used interchangeably) is made as of May 8, 2008 (the "Effective Date") by and between THE CONNECTICUT LIGHT AND POWER COMPANY ("Utility"), and Plainfield Renewable Energy, LLC ("Seller"). Utility and Seller together are the Parties and each individually is a Party to this EPA.

WHEREAS, Seller, shall operate an electrical generation facility located in the area commonly known as Mill Brook Road at CT Route 12 in Plainfield, Connecticut, as more fully described in Appendix B (the "Facility"); and

WHEREAS, Seller wishes to sell to Utility and Utility wishes to purchase from Seller electric Products produced solely by the Facility on and after the Effective Date on the terms specified herein; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

1 AVAILABILITY

1.1 This EPA is available to Class I renewable energy source projects located in Connecticut that receive funding from the Renewable Energy Investment Fund (also known as the Connecticut Clean Energy Fund) and are projects that began operation on or after July 1, 2003, as defined in Connecticut General Statutes ("CGS") Section 16-244c(j)(2).

2 DEFINITIONS

2.1 As used throughout this EPA, capitalized terms shall have the definitions set forth in this Article 2, or in Article 1 of Appendix A to this EPA; provided that any capitalized terms used but not defined in this EPA have the meanings set forth in the ISO-NE Documents, as applicable.

2.2 "Interconnecting Utility" shall mean The Connecticut Light and Power Company (or its successor in interest) in its capacity as a party to the Interconnection Agreement.

3 PURCHASE AND SALE OF POWER

3.1 Subject to the terms and conditions of this EPA, Seller shall sell and deliver and Utility shall purchase and accept delivery of Products from the Facility. Seller shall ensure that the Facility shall use biomass as its primary energy source.

3.2 The original Scheduled Operation Date of the Facility is November 1, 2010. Seller agrees to give written notice to the Utility at the end of each calendar quarter of any change in this date and of progress in obtaining permits and constructing the Facility.

3.3 Seller shall deliver the Products to Utility at the Delivery Point. Seller and the Utility shall specify the Delivery Point in Appendix B consistent with the definition in A-1.11. Seller may not change the Delivery Point during the Term without prior Utility approval.

3.4 Prior to the In-Service Date and satisfaction of the Prerequisites for Purchase listed in Section A-15, but subsequent to the execution of an Interconnection Agreement, Seller shall conduct testing of the Facility and Utility shall purchase any Products generated pursuant to such testing. Utility will pay Seller for such Products at the same rate that Utility is paid for the Energy component of such Products by ISO-NE.

3.5 Subject to the satisfaction of the Prerequisites for Purchase listed in Section A-15 and throughout the Term, Seller shall deliver to Utility eighty percent (80%) of the Products ("Delivered Products"). All Delivered Products up to 30,000 kWh per hour of Energy and a corresponding portion of all other Products shall be "Contract Rate Products". It is expressly recognized by Seller that the Delivered Products must include, but are not limited to, Capacity in the same proportion that Delivered Products is to Products. Any amount of Delivered Products that are in excess of the Contract Rate Products in any hour shall be "Additional Products".

4 PRICE

4.1 The price to be paid by Utility to Seller for the Contract Rate Products shall be the Contract Payment Rate as described in Appendix C of this EPA. Utility will pay Seller for any Additional Products at the same rate that Utility is paid for the Energy component of such Additional Products by ISO-NE. The Parties expressly commit to the prices provided in the EPA for the Term.

4.2 Intentionally omitted.

4.3 Intentionally omitted.

5 TERM OF EPA

5.1 The EPA shall be binding upon execution and remain in effect thereafter for fifteen (15) years from the In-Service Date ("Term"); provided, however, that this EPA shall terminate if the In-Service Date is not reached by the date specified in Section A-1.24 unless otherwise ordered by the CDPUC or unless the Parties agree in writing to change this date.

5.2 Seller shall provide a minimum of thirty (30) days advance notice to Utility of all dates upon which Seller tests the Facility in order to establish the In-Service Date. Utility shall have the right to be present at the Site, to receive documentary evidence of the Facility's operation.

5.3 Following the end of the Term, the Parties hereto shall have no further obligations hereunder, except as otherwise expressly provided herein or to the extent necessary to enforce the rights and obligations of the Parties arising under this EPA before the end of the Term.

6 NOTICES

6.1 Except as otherwise specified in this EPA, any notice, demand or request required or authorized by this EPA to be given shall be either personally delivered or mailed by registered or certified mail (return receipt requested), postage paid, to the Party at the following address:

To Utilities:

[for U.S. Mail deliveries]
Director - Wholesale Power Contracts
Northeast Utilities Service Company
P.O. Box 270
Hartford, CT 06141-0270

[for hand deliveries]
Director - Wholesale Power Contracts
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

With a copy to:

[for U.S. Mail deliveries]
General Counsel
Northeast Utilities Service Company
P.O. Box 270
Hartford, CT 06141-0270

[for hand deliveries]
General Counsel
Northeast Utilities Service Company
107 Selden Street
Berlin, CT 06037

and

The United Illuminating Company
157 Church Street,
P.O. Box 1564
New Haven, CT 06506-0901
Attn: Alan A. Trotta
Fax: (203) 499-3271

and

The United Illuminating Company
157 Church Street
P.O. Box 1564
New Haven, CT 06506-0901
Attn: Linda L. Randell, Esq., Senior Vice President,
General Counsel and Corporate Secretary
Fax: (203) 499-3664

To Seller:

Mr. Jon T. Pomerleau, Vice President
Plainfield Renewable Energy, LLC
20 Marshall Street, Suite 300
Norwalk, CT 06854

The designation of such persons and /or address may be changed at any time by either Party upon written notice given pursuant to the requirements of this Section. A notice served by mail shall be effective upon receipt.

7 PERFORMANCE ASSURANCE

7.1 The Parties agree that a cessation or suspension of Seller's operation of the Facility as the result of economic factors (such as a change in market price of Delivered Products or in Seller's cost of operating and/or maintaining the Facility) or financial factors (such as an impairment of Seller's financial condition, including its insolvency, voluntary or involuntary petition for bankruptcy, appointment of a receiver or trustee for its assets) would constitute a breach of Seller's obligation to operate the Facility in accordance with this EPA and Good Industry Practices. Such breach by Seller would entitle Utility to draw on or otherwise call on any and all performance assurance in accordance with Appendix D.

7.2 No less than ten (10) days prior to the commencement of Utility's purchases of Contract Rate Products at the prices specified in Appendix C, Seller shall provide, at Seller's sole cost and expense, performance assurance in favor of Utility, in an amount that is no less than the Assurance Amount defined in Appendix D and in form and substance and from an issuer in accordance with the requirements of Appendix D.

8 FUEL LIMITATIONS

8.1 The Facility's primary energy source, as referenced in Section 3.1, for Delivered Products is restricted to no more than twenty percent (20%) "Sustainable Biomass" which, solely for purposes of this EPA, shall mean "Sustainable biomass" as defined under Connecticut General Statues § 16-1(a)(45) as of the Effective Date, but not including the material described under the exception for a biomass gasification plant that received funding prior to May 1, 2006, from the Renewable Energy Investment Fund (such excluded material defined herein as "Other Biomass"). Because Seller is required to deliver 80% of the total Products associated with the Facility for purchase under the EPA, the maximum Sustainable Biomass to be burned in the Facility shall be thirty-six percent (36%) of the annual tons of biomass (measured on a calendar-year basis) burned by the Facility for generation of electricity ("Maximum Sustainable Biomass Percentage").

8.2 Seller must not exceed the Maximum Sustainable Biomass Percentage in any calendar year. If the Maximum Sustainable Biomass Percentage requirement is breached by Seller exceeding such Percentage in any calendar year, then Seller shall have the immediately following six month period (i.e., January 1, through June 30 of the following year) to cure such breach. If such breach is not cured in that six month period, then in addition to the remedies specified in Section A-9.1, the Buyer may on sixty (60) days prior written notice terminate this EPA, but only upon an order of the CDPUC approving such termination. The criteria for determining whether the requirement for the Maximum Sustainable Biomass Percentage has been breached and/or cured are set out in Exhibit B-2 to Appendix B.

8.3 This Section 8 is not intended to, nor shall it be construed to, create any right, duty, liability or standard of care to which any person not a party to this EPA may seek enforcement or recovery of damages.

8.4 The limitations on Seller's use of Sustainable Biomass set forth in this Article 8 ("Fuel Limitations") shall commence immediately upon the Facility's completion of start-up and testing to achieve its In-Service Date and shall continue in full force and effect until (but not after) the EPA termination date; provided, however, that Seller may petition the CDPUC to amend or terminate the Fuel Limitations based on changed circumstances. The Parties recognize that pursuant to its Decision dated January 30, 2008 in Docket No. 07-04-27 ("1/30/08 Decision"), the CDPUC stated that it must review a request by Seller to amend or terminate the Fuel Limitations if: (i) the EPA for either Watertown Renewable Power, LLC project to be located in Watertown, CT or the Clearview Renewable Energy, LLC project to be located in Bozrah, CT is terminated or otherwise expires and such project does not submit a bid for consideration for a long-term contract in Round 3 of procurement under the Connecticut General Statutes Section 16-244c(j)(2) program; or (ii) the definition of Sustainable biomass in Connecticut General Statutes §16-1(a)(45) is amended to restrict Seller's use of Other Biomass or allows other power plants to use Other Biomass and be certified as a Connecticut Class I renewable energy source. Pursuant to the 1/30/08 Decision, the CDPUC has held that it shall not deny a request to amend or terminate the Fuel Limitations provisions unless the CDPUC determines that Seller should be able to operate the Facility reliably and have an opportunity to earn a reasonable return on investment without such amendment or termination. In lieu of approving a request to terminate the Fuel Limitations provisions in

this Article 8, the CDPUC may order that the said provisions be modified to address Seller's request.

8.5 The Parties recognize that in the 1/30/08 Decision, the CDPUC determined that neither it nor any entity other than Seller could request an amendment or modification to the Fuel Limitations. Any request by Seller to amend or terminate the fuel limitations must be in writing, sent by certified mail (return receipt requested), postage paid, to the CDPUC, CL&P, The United Illuminating Company ("UI"), Watertown Renewable Power, LLC, and Clearview Renewable Energy, LLC at the following address:

To CDPUC:

Ms. Louise E. Rickard
Acting Executive Secretary
Department of Public Utility Control
10 Franklin Square
New Britain, CT 06051

To CL&P:

Director - Wholesale Power Contracts
Northeast Utilities Service Company
P.O. Box 270
Hartford, CT 06141-0270

To UI:

Director – Strategic Policy
The United Illuminating Company
157 Church Street
P. O. Box 1564
New Haven, CT 06506

To Watertown Renewable Power, LLC:

Mr. William Carter, Vice President
Watertown Renewable Power, LLC
c/o Tamarack Energy, Inc.
36 Plains Road, Suite 101
Essex, CT 06426

To Clearview Renewable Energy, LLC:

Mr. James Potter, President
Clearview Power, LLC
163 North Shore Road
Hampton, NH 03842

TERMS AND CONDITIONS

This EPA includes the following appendices which are attached and incorporated by reference:

Appendix A - GENERAL TERMS AND CONDITIONS
Appendix B - DESCRIPTION OF FACILITY
Appendix C - PRICING
Appendix D – PERFORMANCE ASSURANCE
Appendix E – CAPACITY BIDDING REQUIREMENTS

IN WITNESS WHEREOF, Utility and Seller have caused this EPA to be executed by their respective duly authorized officers as of the date first above written.

THE CONNECTICUT LIGHT AND POWER COMPANY
By: _____
Name: James R. Shuckraw Jr.
Title: Director, Wholesale Power Contracts
as agent for The Connecticut Light and Power Company

PLAINFIELD RENEWABLE ENERGY, LLC [Seller]
By: _____
Name: Daniel J. Donovan
Title: Vice President.

APPENDIX A

GENERAL TERMS AND CONDITIONS

A-1 DEFINITIONS

For the purposes of this EPA the following terms shall have the following meanings:

A-1.1 "Additional Products" shall mean any amount of Delivered Products that are in excess of the Contract Rate Products in any hour.

A-1.2 "Affiliate" of a person shall mean any other person controlling, controlled by or under common control with such first person. For purposes hereof, "person" shall mean a natural person, a corporation, partnership, limited liability company, trust or any other organization or entity however organized.

A-1.3 Intentionally omitted.

A-1.4 "Business Day" shall mean any Monday through Friday, inclusive, that is not a legal holiday in the State of Connecticut.

A-1.5 "Capacity" shall mean all the capacity from the Facility, whether operable or inoperable, as determined by ISO-NE's Seasonal Claimed Capability rating (or successor or replacement rating used to measure capability) as defined in the ISO-NE Tariff. The Capacity could be in the form of ICAP, UCAP, LICAP, or any other capacity product as determined or recognized by ISO-NE.

A-1.6 "CDPUC" shall mean the Connecticut Department of Public Utility Control or its successor.

A-1.7 "Class I Renewable" shall have the meaning provided in CGS Section 16-1(a)(26), provided that once a project is qualified by the CDPUC as a Class I renewable project, and said project continues to be a Class I renewable project, as defined, when this EPA is signed and approved by the CDPUC, if any change in governing legislation concerning the meaning of Class I Renewable is enacted subsequent to CDPUC approval of this EPA ("Post Approval Change"), such Post Approval Change in the meaning of Class I Renewable shall not affect the status of the project under the EPA.

A-1.8 "Contract Payment Rate" shall mean the price to be paid by Utility to Seller for the Contract Rate Products as described in Appendix C.

A-1.9 "Contract Rate Products" shall mean all Delivered Products up to the maximum expressed in kWh per hour of Energy and a corresponding portion of all other Products as specified in Section 3.5.

A-1.10 "Delivered Products" shall mean all Products determined by the percentage specified in Section 3.5.

A-1.11 "Delivery Point" shall mean the point where Products transmitted by the Seller will be delivered to the Utility. The Delivery Point shall be a specific point on the ISO-NE PTF where Seller shall transmit its Products to the Utility, except for small Connecticut projects with a capacity value such that they are recognized by ISO-NE rules, as currently in effect and as amended from time to time, as a "load reducer." The Delivery Point for these small Connecticut projects shall be the point of interconnection to the purchasing Utility's distribution system.

A-1.12 "Effective Date" has the meaning set forth in the preamble.

A-1.13 "Emissions Credits" shall mean any positive value associated with the environmental emissions (or lack thereof) associated with the production of Energy at the Facility, along with any associated instrument or certificate tradable on the New England GIS system,

whether paper, electronic, or in any other form. Emissions Credits shall not include: (i) any costs associated with decommissioning and/or environmental clean-up of the Site or (ii) any emission rights that are required and used for the Facility's operation, whether produced by, assigned to, or purchased for the Facility.

A-1.14 "Energy" shall mean electric "energy," as such term is defined in the ISO-NE Tariff, generated by the Facility as measured in kWh in EPT, less such Facility's station service use, generator lead losses and transformer losses, which quantity for purposes of this EPA will never be less than zero.

A-1.15 "EPT" shall mean Eastern Prevailing Time.

A-1.16 "Facility" shall mean Seller's plant for generating electricity as described in Appendix B.

A-1.17 "FERC" shall mean the Federal Energy Regulatory Commission.

A-1.18 "Force Majeure" has the meaning set forth in Section A-11.

A-1.19 "Forward Capacity Market" and "FCM" shall mean the forward market for capacity that is proposed in the LICAP Settlement and as may be implemented pursuant to ISO-NE Documents.

A-1.20 Intentionally omitted.

A-1.21 "GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that identifies generation attributes of MWhs of energy accounted for in such system, and any successor to such System.

A-1.22 "GIS Forward Certificate Transfer System" means the mechanism specified in the operating rules of the GIS system to effect transfers of GIS certificates in advance of their creation.

A-1.23 "Good Industry Practices" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric generation industry with respect to producing electricity from the Facility. Good Industry Practices shall also include any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been reasonably expected to accomplish the desired result at a reasonable cost. Such practices, methods and acts must comply fully with applicable laws and regulations, good business practices, economy, reliability, safety, environmental protection, and expedition, having due regard for current editions of the National Electrical Safety Code and other applicable electrical safety and maintenance codes and standards, and manufacturer's warranties and recommendations. Good Industry Practices are not intended to be the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts generally accepted in the electrical generation industry in the United States.

A-1.24 "In-Service Date" means the date as specified in Appendix B; provided, however, that the In-Service Date shall be no later than two (2) years from the original Scheduled Operation Date provided in Section 3.2.

A-1.25 Intentionally omitted.

A-1.26 "Interconnecting Utility" shall mean as specified in Section 2.2.

A-1.27 "Interconnection Agreement" shall mean the Interconnection Agreement by and between Seller and the Interconnecting Utility as the same may be amended from time to time.

A-1.28 "Interconnection Point" shall mean the interconnection point(s) as specified in the Interconnection Agreement.

A-1.29 "ISO-NE" shall mean ISO New England Inc., its successor, or any other independent system operator or regional transmission organization for New England.

A-1.30 "ISO-NE Documents" collectively includes the ISO-NE System Rules, the ISO-NE Tariff, the Market Rules, ISO-NE Manuals, the Participant's Agreement and the Second Restated NEPOOL Agreement and other documents formally approved and issued by ISO-NE.

A-1.31 "ISO-NE Tariff" shall mean the ISO-NE Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, or successor or replacement tariffs or agreements on file at the FERC, and as may be amended and in effect from time to time.

A-1.32 "kWh" shall mean a kilowatt hour.

A-1.33 "LICAP Settlement" shall mean the March 6, 2006 Forward Capacity Market Settlement Agreement filing with the Federal Energy Regulatory Commission in Devon Power LLC, et al., Docket Nos. ER03-563-000, -030, and -055.

A-1.34 "NEPOOL" shall mean the New England Power Pool or any successor or replacement organization(s).

A-1.35 "Products" shall mean all electricity products, whether presently known or designated or created in the future, produced by or associated with the Facility during the Term, including but not limited to Energy, Operating Reserves, Forward Reserves, Capacity, Emission Credits, tradable carbon credits, and any so-called "green" power credits commonly known as "GIS certificates" or "Renewable Energy Certificates."

A-1.36 "Renewable Energy Certificates" ("RECs") shall mean any certificate, either paper, electronic, or any other form that can be used to demonstrate that the Energy generated from the Facility was Class I Renewable.

A-1.37 "Scheduled Operation Date" shall mean the date set forth in Section 3.2.

A-1.38 "Site" shall mean the location of the Facility as described in Appendix B.

A-1.39 "Term" shall mean the period set forth in Section 5.1.

A-2 CONSTRUCTION, OPERATION AND MAINTENANCE OF THE FACILITY: THE OPERATOR

A-2.1 Seller shall construct, operate and maintain the Facility using Good Industry Practices, and in compliance with the Interconnection Agreement.

A-2.2 Seller shall construct, operate and maintain the Facility so that it obtains and retains its status as a Class I Renewable energy source project, as defined in A-1.7.

A-2.3 Seller recognizes that Utility may sell or otherwise utilize the Delivered Products, including Capacity, in the ISO-NE market. Seller will cooperate with Utility to comply with ISO-NE requirements and procedures, as such requirements and procedures may change from time to time, which may include, but is not limited to, participation by Seller, or authorization of Utility to participate with respect to the Products, in the ISO-NE markets (or their successor markets), including the FCM.

Seller must take all necessary and appropriate actions to qualify, participate, be selected and compensated in any capacity market, including the FCM and any successor capacity market. For purposes of this Section A-2.3, Section A-9.3, and Appendix E, notwithstanding any other provisions of this Agreement, unless the Facility can participate earlier in which case it must, the Facility must begin participating in the Forward Capacity Market by clearing as capacity for the Commitment Period beginning June 2012. Seller can consult with the Utility regarding the appropriate price to bid into the FCM. Seller's failure to qualify, participate, be selected and/or compensated for

capacity will render it liable to pay liquidated damages to Utility as provided in Section A-9.3. For the FCM, Seller is required to comply with the requirements set forth in Appendix E. In the event that the FCM is replaced with another capacity market, Seller must follow the rules of that new market to assure that it can participate and earn capacity payments in any subsequent successor markets. To the extent Seller is not able, through the use of commercially reasonable efforts, to participate and earn capacity payments in any subsequent successor market, the parties will enter into good faith negotiations to amend this EPA, so as to accomplish the purposes of this EPA and to place the parties to the extent reasonably feasible in the same positions as they were at the time of the execution of this EPA. Such amendment will be effective upon, and subject to, approval of the CDPUC as set forth in Section A-15.1.6. To the extent that it is not possible to accomplish the purposes of this EPA and reasonably to place the parties in the same positions as they were at the time of the execution of this EPA, the Utility shall have the right to terminate the EPA, upon CDPUC approval, if doing so would be beneficial to Utility's consumers.

If for any reason Seller receives any capacity payments, credits, or other compensation (collectively, "compensation") for the provision or sale of Capacity and/or other Product(s) that constitute Delivered Product(s) pursuant to Section 3.5, Seller acknowledges and agrees that it shall not hold or claim to hold equitable title to (i) any such Capacity and/or other Product(s) or (ii) any compensation associated therewith; and Seller shall pay to Utility all compensation in respect of such Capacity and/or other Product(s) within thirty (30) days.

Seller acknowledges and agrees that it shall be responsible for all costs, charges or adjustments related to or associated with the provision or sale of Capacity imposed on or paid by Utility. These costs, charges or adjustments shall include, but are not limited to, the availability penalty discussed in Section 11.V.C. of the LICAP Settlement, or in any ISO-NE Document, and the Peak Energy Rent as discussed in Section 11.V.B. of the LICAP Settlement, or in any ISO-NE Document. Such costs, charges or adjustments shall not include Utility's own administrative costs. Seller shall reimburse Utility for any costs, charges or adjustments paid by Utility in respect of such Capacity.

A-2.4 Utility, in order to benefit from the Capacity provided by the Facility, may periodically need to obtain recognition of and credit for the Seasonal Claimed Capability ratings (or other capability ratings) of the Facility from ISO-NE, or other associations or entities to which Utility has contractual responsibilities for providing electrical capacity. If, in order to obtain such recognition, Utility must obtain Seasonal Claimed Capability ratings (or other capability ratings) for the Facility under rules set out by such association or entity, Seller shall assist Utility in performing any tests and audits of the Facility's output capability as Utility may from time to time reasonably request upon at least ten (10) days prior written notice. In addition, Seller shall undertake any administrative actions or steps that are necessary or appropriate, which may include, but are not necessarily limited to, responding to questions, completing applications, certifications or other forms, for the Facility to qualify for and obtain the maximum possible Capacity for delivery to Utility. The immediately preceding sentence is intended to be limited to administrative actions and steps.

A-2.5 Every day (including weekends and holidays) by 10:00 a.m. EPT, Seller must provide to Utility an estimated hourly schedule of deliverables for the following day, except that (i) Seller may provide such schedule for weekends and holidays on the preceding Business Day, and (ii) Seller with a Facility capacity less than 5 MWs is not required to provide such hourly schedules unless the schedules are requested by Utility to meet the ISO-NE bidding requirements for Seller's Facility. For intermittent, non-dispatchable Facilities such as but not limited to wind or solar, estimated hourly schedules will be

provided by Seller on a best effort basis and Seller of such Facilities and Utility will cooperate to maximize the value of the Facility.

A-2.6 Prior to October 1 of each year, Seller shall submit to Utility for review and comment by Utility an initial schedule of expected electricity delivery levels for the twelve (12) month period beginning with January of the following year. The schedule shall state the estimated times of operation, amounts of electricity production, number of anticipated shutdowns and reductions of output and the reasons therefor, and the dates and durations of scheduled maintenance, including a specification of maintenance requiring shutdown or reduction in output of the Facility. Subject to the requirements of Good Industry Practices, Seller shall not schedule routine maintenance of the Facility during the months of June, July or August, and shall consult with Utility at least thirty (30) days prior to removing the Facility from service for routine maintenance. Seller shall:

A-2.6.1 Revise the timing and duration of shutdowns and reductions in the initial schedule to accommodate any reasonable requests made by Utility within sixty (60) days from Utility's receipt of the initial schedule, unless such revisions would not be consistent with Good Industry Practices; and

A-2.6.2 Make all reasonable efforts, consistent with Good Industry Practices, to accommodate any additional changes in the initial schedule requested by Utility; provided, however, that any such changes shall not be expected to reduce the total deliveries from the Facility.

A-2.7 Seller shall provide to any relevant party any information that may be required from time to time by NEPOOL, ISO-NE, FERC, or North American Electric Reliability Council or their successors.

A-2.8 Subject only to Good Industry Practices, during any period in which Interconnecting Utility (in accordance with the Interconnection Agreement) or ISO-NE notifies or causes Seller to be notified that Interconnecting Utility (in accordance with the Interconnection Agreement) or ISO-NE is experiencing or expecting to experience a surplus or shortage of supply of Energy or capacity or both, or that the Facility should operate to mitigate other operational or electrical problems (such as maintenance, voltage deficiency, or transmission or distribution line loading problems) on ISO-NE's or the Interconnecting Utility's electrical system, Seller shall use all reasonable efforts (including, but not limited to, delaying routine maintenance) to comply with Interconnecting Utility or ISO-NE requests to mitigate such surplus, shortage, operational or electrical problem. Utility shall have no obligation to pay for any Products delivered or that would have been delivered by Seller during such periods for which Seller has been notified to suspend deliveries. Utility shall have no obligation to pay for any Products associated with energy deliveries in excess of the level to which Seller was requested to curtail its deliveries. During periods when deliveries or increases in deliveries have been requested in accordance with this Subsection A-2.8, Utility shall pay Seller for any Products delivered in accordance with Section 4.1 and Appendix C of this EPA.

A-3 INTERCONNECTION AND DELIVERY

A-3.1 Commencing on the Effective Date, Seller shall deliver the Products that are contracted for purchase and sale pursuant to this EPA to Utility at the Delivery Point as listed in Appendix B and pursuant to the Interconnection Agreement.

A-3.2 Seller shall be responsible for all applicable FERC-approved charges associated with transmission and distribution interconnection, service and delivery charges, including all related ISO-NE administrative fees except for small Connecticut projects with a capacity value such that they are recognized by ISO-NE rules, as currently in effect and as amended from time to time, as a "load reducer". These small Connecticut projects are

not delivering power to the PTF and shall pay energy delivery costs only to their Delivery Point.

A-4 ELECTRIC CHARACTERISTICS

A-4.1 The electrical characteristics of the Energy delivered pursuant hereto shall fully comply with the requirements of the Interconnection Agreement.

A-5 METERING

A-5.1 All electricity delivered hereunder shall be metered by the Interconnecting Utility in accordance with the terms of the Interconnection Agreement. Any meter must be capable of recording hourly Energy delivered and be capable of remote access by the Interconnecting Utility. Seller shall make such recorded data available monthly to the purchasing Utility at no cost. Utility and Seller each agree to be bound by the determinations of the Utility with respect to the metering of Product deliveries hereunder. Seller does not forego any right under law or regulation it may have or acquire to challenge accuracy of Utility metering determinations.

A-5.2 If any of the metering equipment is found to be inaccurate by more than two percent (2%), the meter readings for the period of inaccuracy shall be adjusted as far back as can be reasonably ascertained, but in no event shall such period exceed six (6) months from the date that the meter was found to be inaccurate.

A-6 SUSPENSION AND REDUCTION OF DELIVERIES

A-6.1 If deliveries under this EPA are suspended or curtailed pursuant to the Interconnection Agreement, Utility shall have no obligation to accept or pay for Products delivered under this EPA during the period of suspension or in the case of a period of curtailment, Products delivered in excess of the level to which Seller was requested to curtail its deliveries.

A-7 BILLING AND PAYMENT

A-7.1 Utility or Interconnecting Utility, as applicable, shall read Seller's meters. Within thirty (30) days following either Utility's reading of the meters or Utility's receipt of Interconnecting Utility's meter readings, Utility shall pay for Products delivered under this EPA at the applicable rates set forth in this EPA, subject to deductions for Seller's failure to provide Renewable Energy Certificates or Utility requested Renewable Energy Certificate information or Capacity. Initially, Products, under this EPA, except for Capacity, will be considered delivered based on the receipt of Energy. Capacity will be based on the quantity available to be bid into the FCM, or its successor. If Seller fails to comply with the requirements of this EPA regarding Capacity, then the amount of Capacity for which Seller will be liable pursuant to Section A-9.3 shall equal the amount of Capacity that Seller would have made available to be bid into the FCM if Seller had complied fully with the requirements of this EPA.

Upon notice to Seller, Utility will deduct for Seller's failure to provide Renewable Energy Certificates or Utility requested Renewable Energy Certificate information as follows: (i) In the case where Seller directly applies for the Facility's Renewable Energy Certificates, Seller shall promptly deliver such certificates to Utility upon receipt or (ii) in the case where Utility applies for the Facility's Renewable Energy Certificates, Seller shall provide a timely response to Utility's written request for the necessary information required by the Utility to apply for such certificates. With respect to (ii) above, Utility must provide Seller with a written request in a timely manner that specifies the information needed from Seller for Utility to obtain the Facility's Renewable Energy Certificates. If, after the timely receipt of a written request with respect to (ii) above, Seller fails to supply the necessary information for the Utility's Renewable Energy Certificate application on a timely basis or if the Seller fails to promptly deliver the Facility's Renewable Energy

Certificates in accordance with (i) above, and either such failure is a substantial cause of Utility's inability to realize the value of such Certificates, then Utility will, upon written notice to Seller, deduct the reasonable market value or the Fixed Renewable Adder value set forth in Appendix C, whichever is greater, of any such Renewable Energy Certificates from any future payment made to Seller in accordance with the provisions of this Section. However, the above-described deduction from payments to Seller shall not apply for Utility's failure to realize the value of project-generated RECs if that failure was caused by parties other than the Seller or those under its control (i.e. Seller's employees, representatives and/or agents), or by situations beyond Seller's control, and provided that Seller has taken all steps necessary to ensure that Utility has the requisite basis to realize the value of all RECs (including Seller's providing to the Utility all requested information and documents in a timely fashion). Seller shall use the GIS Forward Certificate Transfer System to transfer to Utility, on a non-rescindable basis, the portion of all GIS certificates created in respect of Energy produced during the Term that equals the percentage of the Products delivered to Utility (as provided in Section 3.5); provided, however, that the use of the GIS Forward Certificate Transfer System does not ensure that the GIS certificates so transferred will be RECs and does not relieve Seller of its obligation to deliver a sufficient number of RECs to Utility to demonstrate that the entire amount of Energy delivered under this EPA was from Class I Renewable.

A-7.2 In the event adjustments are required to correct inaccurate measurements of Products delivered to Utility, the Party requesting adjustment shall describe the method used to determine the correct measurements and shall recompute the amounts due during the period of the inaccuracy. The difference between the amount paid and that recomputed shall be paid or repaid, without interest, or objected to by the party responsible for such payment or repayment within thirty (30) days following its receipt of such request. All claims for adjustments shall be waived as to any Product deliveries made more than six (6) months preceding the date of any such request or, in the case of Renewable Energy Certificates, more than twelve (12) months preceding the date of such request.

A-7.3 Any undisputed amounts due from either Party under this EPA shall be paid within thirty (30) days following receipt by either Party of an itemized invoice from the other Party setting forth, in reasonable detail, the basis for such payment. Utility shall have the option in any invoice it provides to Seller, including, but not limited to, invoices relating to interconnection costs, construction power and backup/standby electrical service, to require payment of undisputed amounts from Seller or to require Seller to treat past due and undisputed amounts due from Seller as a credit against any amounts Utility may then or subsequently owe Seller under the terms of this EPA.

A-7.4 Any invoiced amounts remaining unpaid and unobjected to after the expiration of the thirty (30) day periods described above, except for adjustments due to metering inaccuracies, shall thereafter bear interest at the rate set forth in Section A-8.1.

A-7.5 If either Party disputes the amount of any bill, it shall so notify the other Party in writing. The disputed amount may, at the discretion of the paying Party, be held by that Party until the dispute has been resolved; provided that the paying Party shall be responsible to pay interest on any withheld amounts that are determined to have been properly billed, which shall be calculated in the same manner as interest on late payments under Section A-8.1. Neither Party shall have the right to challenge any monthly bill nor to bring any court or administrative action of any kind questioning the propriety of any bill after a period of twenty four (24) months from the date the bill was due.

A-8 INTEREST PAYMENTS

A-8.1 Any invoiced amounts that are not paid when due hereunder shall bear interest from the due date until paid (an "Interest Period") at an annual rate equal to the lesser of (a) two percent (2%) above the Prime Rate for large commercial loans published in The Wall

Street Journal under "Money Rates", or, if such rate is not so published, then the prime lending rate for large commercial loans quoted by Citibank, N.A., or its successor, as such rate may be in effect from time to time during an Interest Period, or (b) the maximum interest rate allowed by law from time to time during an Interest Period.

A-9 REMEDIES AND DAMAGES

A-9.1 Upon Utility's or Seller's failure to perform any obligation of this EPA, the other Party, in addition to the rights described in specific sections of this EPA, and except to the extent specifically limited by this EPA, may exercise, at its election, any rights or remedies it may have at law or in equity including but not limited to monetary compensation for damages, injunctive relief and specific performance.

A-9.2 If Utility or Seller fails to perform any obligation of this EPA, then, in addition to the remedies specified in Section A-9.1, the other Party may on sixty (60) days prior written notice terminate this EPA; provided, however, if the non-performing Party cures such failure to perform during such sixty (60) day period or submits evidence that it is taking all reasonable steps necessary to cure such event and such event is in fact cured within 180 days of such notice from the performing Party, such termination shall not occur; and further provided that during any period in which the Project does not retain Class I status pursuant to the requirements of Section A-2.2, Utility will reimburse Seller for Products delivered by Seller to Utility at the same rate that Utility is paid for the Energy component of such Products by ISO-NE.

A-9.3 Seller and Utility acknowledge and agree that if Seller, in breach of Section A-2.3, fails to qualify, participate, be selected and/or earn compensation in an ISO-NE capacity market: (i) the actual damages to Utility expected as a result of Seller's breach would be substantial, but such damages would or may be uncertain in amount or difficult to ascertain, (ii) both Seller and Utility intend that Seller shall pay the amount specified below as liquidated damages for such breach, (iii) this amount of damages is not a penalty, and (iv) this amount of damages is reasonable because it is not disproportionate to the damages that Seller and Utility expect Utility would sustain as the result of such a breach. Accordingly, if Seller fails to qualify, participate, be selected or compensated in an ISO-NE capacity market in any given year when the Facility could have qualified but did not qualify or participate in or was not selected or compensated for capacity in such market due to an act or omission by Seller or its agents, Seller shall pay liquidated damages to Utility in the following amounts: For Seller's first such failure – a 1 cent reduction per kWh for Energy purchases during the Commitment Period to which such failure applies. For Seller's second such failure – a 2 cent reduction per kWh for Energy purchases during the Commitment Period to which such failure applies; and For Seller's third and any subsequent such failure - a 3 cent reduction per kWh for Energy purchases during the Commitment Period to which such failure applies. After a third or any subsequent such failure, Utility shall have the right, in its discretion, to terminate this EPA if Utility determines in its discretion that doing so would be beneficial to Utility's consumers by providing written notice to Seller within sixty (60) days following the date Utility receives notice or otherwise learns of such failure. Liquidated damages owed by Seller shall be collected by Utility via a reduction of Utility's payments to the Seller under this EPA.

A-10 TITLE; INDEMNIFICATION

A-10.1 Title to and risk of loss related to the Products delivered hereunder shall transfer from Seller to Utility at the Delivery Point. On and after Effective Date, Seller and Utility shall each, to the extent permitted by law, indemnify, defend and hold the other, its members, officers, employees and agents (including but not limited to affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury

(including death) or property damage or otherwise asserted by a third party (a "Claim") that arise from or out of any event or circumstance first occurring or existing during the period when control and title to the Products is vested in such Party or which is in any manner connected with the performance of this EPA by such Party, except to the extent that such Claim may be attributable to the gross negligence or willful misconduct of the Party seeking to be indemnified. This Article 10 shall survive termination of this EPA.

A-10.2 Either Party may be involved in an action and intend to seek indemnity under Section A-10.1 from the other Party. If so, the Party seeking indemnity must give prompt notice of the pendency of the action to the other Party. Whether or not notice is given, any Party from whom indemnity might be sought may, but need not, participate in the action for which the indemnity is requested with separate counsel and may assert all defenses available to it.

A-11 FORCE MAJEURE

A-11.1 Each Party shall exercise due diligence and reasonable care and foresight to perform its obligations hereunder. Neither Party shall be considered to be in default with respect to any obligation hereunder if prevented or delayed in a material respect from fulfilling such obligation by fire, strikes or other labor difficulties, casualties, civil or military authority, civil disturbance or riot, war, acts of God, acts of public enemy, drought, earthquake, flood, explosion, hurricane, lightning, landslide, or similar cataclysmic occurrence, ISO-NE experiences unplanned-for emergency system conditions, including but not limited to a shortage of available electric generating capacity or an insufficiency of transmission or distribution facilities required for the delivery of Products, such that ISO-NE either must suspend the supply of one or more of the Products or must curtail or interrupt all or a portion of the Products, or other event beyond the reasonable control of the Party affected ("Force Majeure"); provided, however, that the price or pricing structure of any applicable fuel or energy source shall not be considered a Force Majeure event.

A-11.2 If either Party is rendered wholly or partly unable to perform its obligations under this EPA because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected; provided, that payments due hereunder from either Party to the other when due shall not be excused by Force Majeure (unless the inability to pay arises from a Force Majeure event); and provided, further, that:

A-11.2.1 The non-performing Party promptly, but in no case later than five (5) Business Days after the occurrence of the Force Majeure, gives the other Party written notice describing the particulars of the occurrence describing, in detail, the nature, extent and expected duration of the Force Majeure;

A-11.2.2 The suspension of performance shall be of no greater scope, and of no longer duration, than is reasonably required by the Force Majeure; and

A-11.2.3 The non-performing Party uses commercially reasonable efforts to remedy its inability to perform.

A-11.2.4 Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, is contrary to its interest, it being understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party having such difficulty.

A-12 LIMITATION OF LIABILITIES

A-12.1 Neither Party shall be liable to the other Party in connection with the performance of the EPA for any special, indirect, incidental, consequential, punitive or exemplary damages of any kind, including but not limited to loss of use, out of pocket expenses and lost profits (past or future), by statute, in tort or contract, under any indemnity provision, or otherwise.

A-13 NO DUTY TO THIRD PARTIES

A-13.1 Nothing in this EPA nor any action taken hereunder is intended to or shall be construed to create any duty, liability or standard of care to or from any person not a party to this EPA. However, lenders to the Facility may have the option to perform certain Seller obligations as defined more fully under the terms of the Facility's financing documents.

A-14 REPRESENTATIONS

A-14.1 Seller hereby represents and warrants to Utility as follows:

A-14.1.1 Seller acknowledges that, as of the date hereof, Utility has entered into this EPA in reliance on Seller's written representations made herein, or in documentation otherwise submitted to Utility by Seller or its agents prior to execution hereof as set forth or otherwise referenced in Appendix B. Seller acknowledges and agrees that any changes or nonconformity to these representations without the approval of Utility may, and changes that materially increase the ratepayer risks beyond those reflected in this EPA will, result in the inability of the Facility to satisfy the prerequisites for purchases set forth in Article 15, Prerequisite for Purchases and any material nonconformity to these representations without the approval of Utility that occurs, or is discovered, after the date that Seller has satisfied the prerequisites for purchases in Article 15, will constitute a breach of the EPA.

A-14.1.2 Seller has full power and authority to execute and deliver this EPA, and Seller shall continue to have full power and authority to perform its obligations hereunder, and to consummate the transactions contemplated hereby during the Term of the EPA. The execution and delivery of this EPA by Seller and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action required on its part and this EPA has been duly and validly executed and delivered by Seller. For the Term of this EPA Seller agrees that this EPA shall constitute Seller's legal, valid and binding agreement, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

A-14.1.3 Neither the execution and delivery of this EPA by Seller nor the consummation by Seller of the transactions contemplated hereby during the Term of the EPA will (A) conflict with or result in any breach or violation of any provision of the enabling legislation, bylaws, certificate of formation, LLC agreement, and any other applicable governing or formation documents of Seller, (B) result in a default (or give rise to any right of termination, consent, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which

Seller is a party or by which it may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or (C) constitute violations of any law, regulation, order, judgment or decree applicable to Seller.

A-14.1.4 Except for the Seller Required Approvals as referenced in Appendix B, which Approvals Seller agrees to obtain in order to satisfy the prerequisites for purchases in Article 15, no consent or approval of, filing with, or notice to, any governmental authority by or for Seller is necessary for the execution and delivery of this EPA by it, or the consummation by it of the transactions contemplated hereby.

A-14.1.5 Seller agrees that during the Term of the EPA, Seller shall comply with any and all filing and notice requirements, conditions or orders made part of, included with or subsequently added to Seller Required Approvals as defined in Appendix B. Seller further agrees, during the Term of the EPA, to fully comply with its organizational and governing documents and determinations of any governmental instrumentality applicable to Seller.

A-14.1.6 If the Facility is located outside of Utility's service territory, Seller agrees, during the Term of the EPA, to satisfy the metering and any other applicable requirements for the Energy and other Products of the Facility to be included in the "ISO-NE Settlement System" (or subsequent system) and in any separate system used to track Products other than Energy so that Utility receives the full benefit of all such Products in accordance with the EPA.

A-14.2 Utility hereby represents and warrants to Seller as follows:

A-14.2.1 Utility is a corporation organized and validly existing under the laws of the State of Connecticut.

A-14.2.2 Utility has full corporate power and authority to execute and deliver this EPA, and Utility shall continue to have full power and authority, to perform its obligations hereunder and to consummate the transactions contemplated hereby during the Term of the EPA. The execution and delivery of this EPA by Utility and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action required on its part and this EPA has been duly and validly executed and delivered by Utility. For the Term of this EPA Utility agrees that this EPA shall constitute Utility's legal, valid and binding agreement of Utility, enforceable against Utility in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

A-14.2.3 Subject to any required FERC acceptance and approval of the Interconnection Agreement under the Federal Power Act and FERC's Rules of Practice and Procedure, neither the execution and delivery of this EPA by Utility, nor the consummation by Utility of the transactions contemplated hereby during the Term of the EPA will (A) conflict with or result in any breach or violation of any provision of the certificate of incorporation or bylaws of Utility, (B) result in a default (or give rise to any right of termination, consent, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which

Utility is a party or by which it may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or (C) constitute violations of any law, regulation, order, judgment or decree applicable to Utility.

A-14.2.4 Except for any required FERC acceptance and approval of the Interconnection Agreement under the Federal Power Act and FERC's Rules of Practice and Procedure, no consent or approval of, filing with, or notice to, any governmental authority by or for Utility is necessary for the execution and delivery of this EPA by it, or the consummation by it of the transactions contemplated hereby except for the CDPUC final decision referenced in Section A-15.1.6.

A-15 PREREQUISITES FOR PURCHASES

A-15.1 Utility's obligation to begin the purchase of Products from Seller at the rates of payment specified in Appendix C is contingent upon the satisfaction of all the following conditions:

A-15.1.1 Execution of an Interconnection Agreement by the applicable parties and, if required, FERC acceptance and approval of the Interconnection Agreement under Section 205 of the Federal Power Act;

A-15.1.2 Completion of pre-operational testing as set forth in Appendix B;

A-15.1.3 Both the original Scheduled Operation Date and the In-Service Date shall have occurred;

A-15.1.4 Seller has received funding from the Renewable Energy Investment Fund, as required pursuant to C.G.S. §16-244c(j)(2);

A-15.1.5 Utility has received evidence to its reasonable satisfaction that Seller has obtained all permits, licenses, approvals and other governmental authorizations needed to construct and operate the Facility and sell Products to Utility in accordance with this EPA as a Class I Renewable energy source project;

A-15.1.6 Utility has received a final contract approval decision from the CDPUC provided (i) the time for appeals from the CDPUC decision shall have elapsed without an appeal being taken, or (ii) a reviewing court has affirmed the CDPUC final contract approval decision subject to no further appeal;

A-15.1.7 Seller has provided performance assurance that satisfies the requirements of Appendix D and in an amount that is no less than the Assurance Amount, as defined in Appendix D;

A-15.1.8 Execution of an Allocation Agreement ("Allocation Agreement") between Utility and The United Illuminating Company applicable to this EPA and receipt from the CDPUC of a final decision approving the Allocation Agreement, provided that (i) the time for appeals from the CDPUC approval decision shall have elapsed without an appeal being taken, or (ii) a reviewing court has affirmed the approval decision, subject to no further appeal; and

A-15.1.9 Intentionally omitted.

A-15.2 Prior to Seller's compliance with the requirements of this Article, and prior to the later of the Scheduled Operation Date or the In-Service Date, and under other circumstances specified in this EPA, Utility shall purchase any electric output of the Facility pursuant to Section 3.4.

A-16 ASSIGNMENT

A-16.1 Except as specified below, the rights and obligations of the Parties to this EPA may not be assigned by either Party, and such assignment shall be void, except upon the express written consent of the other Party, which consent shall not unreasonably be withheld, conditioned, delayed or denied. As a condition of its consent, any person to whom an assignment is made shall be required to demonstrate, to the reasonable satisfaction of the non-assigning Party, that it is capable of fulfilling the assigning Party's obligations hereunder.

A-16.2 Notwithstanding Section A-16.1, Utility shall have the right to assign, without the consent of Seller and without recourse to Utility, all or any part of Utility's interest and obligations hereunder to any regulated affiliated Connecticut electricity distribution company of equivalent or better creditworthiness.

A-16.3 Notwithstanding Section A-16.1, Seller shall have the right to assign, without the consent of Utility, its rights to any payments received under this EPA to any bank, insurance company or similar financial institution providing financing to Seller, provided that no such assignment shall relieve Seller of responsibility or liability for the due performance of this EPA by its assignee. Utility agrees, upon receipt of a written request from Seller, to make all payments otherwise payable to Seller under this EPA to such secured party until Seller or such secured party shall have delivered to Utility a written release and termination of such assignment and Utility may conclusively rely on such notifications.

A-16.4 Notwithstanding Section A-16.1, Utility agrees that (i) Seller may assign, mortgage, hypothecate, pledge or otherwise encumber, by way of security or collateral, all or any portion of the Seller's interest in and to this EPA in favor of any Financing Party, as defined in Section A-16.5, and its successors and assigns and (ii) any such Financing Party may assign such interest in and to this EPA to any subsequent assignee that is also a Financing Party in connection with the sale, transfer, or exchange of its rights under this EPA. Any such Financing Party may operate the Facility pursuant to such assignment upon and after the exercise of such Financing Party's rights and enforcement of its remedies against the Seller or the Facility under any deed of trust or other security instrument, creating a lien in its favor, in each case with notice to, but without the consent of, Utility, provided that such Financing Party (or the security agent acting on behalf of all the Financing Parties, where there are more than one) has entered into an agreement with the Utility under which each Financing Party agrees to be fully bound by all the terms and conditions of this EPA as if the Financing Party had been substituted for by the Seller. In order for a collateral assignment to occur as contemplated in this Section A-16.4, there must be a single entity designated as trustee on behalf of all Financing Parties and the trustee or agent, on behalf of all Financing Parties, must agree to comply with all provisions in this Section A-16.4.

A-16.5 Notwithstanding Section A-16.1, Seller shall provide to Utility a notice identifying the lending institutions (including any trustee or agent on behalf of such institutions) providing financing or refinancing, any other credit enhancement or interest rate hedging products to the Seller for the acquisition, construction, ownership, operation, maintenance, or leasing of the Facility ("Financing Parties") and providing appropriate contact information for the Financing Parties at the Effective Date of this EPA, and from time to time during the Term, as such information may change. Following the effective date of such notice the Utility shall provide prompt notice of any default, non-performance or breach event described in Article A-9 and Article 8 hereof to the Financing Parties, and the Utility will accept a cure performed by the Financing Parties, so long as the cure is accomplished within the applicable cure period set forth in Article A-9 and Article 8 hereof. Within ten (10) calendar days following effective date of written notice from the Financing Parties to Seller of default, or Financing Parties' intent to exercise any remedies, Seller shall deliver a copy of such notice to Utility.

A-17 TRANSFER OF OWNERSHIP

A-17.1 Except as specifically permitted pursuant to Section A-16.4, Seller shall not transfer controlling equity ownership interest of its legal ownership structure(s) or the Facility without prior written approval of Utility, which approval shall not be unreasonably withheld or delayed.

A-18 ELECTRIC SERVICE SUPPLIED BY UTILITY

A-18.1 This EPA does not provide for any electric service by Utility to Seller. If Seller requires any electric services from Utility and is legally entitled to such service from Utility, Seller shall receive such service in accordance with Utility's applicable electric tariffs or, if no currently existing tariff is applicable, by special contract subject to the approval of the CDPUC.

A-19 AUDIT RIGHTS

A-19.1 Utility and Seller shall each have the right throughout the Term and for a period of three (3) years following the end of the Term, upon reasonable prior notice, to audit copies of relevant portions of the books and records of the other Party to the limited extent necessary to verify the basis for any claim by a Party for payment from the other Party or to determine a Party's compliance with the terms of this EPA. The Party requesting the audit shall pay the other Party's reasonable costs allocable to such audit.

A-20 GOVERNMENT ACTIONS

A-20.1 Seller and Utility shall at all times comply with all valid and applicable federal, state and local laws, rules, regulations and orders.

A-20.2 Seller shall obtain and retain any permits, licenses, approvals or other governmental authorizations required for the construction and operation of the Facility and Seller's performance pursuant to this EPA for the Term. Utility shall cooperate with Seller to obtain and retain such permits, licenses, approvals and authorizations to the extent reasonably requested by Seller, but only to the extent the Utility does not incur any unreasonable costs in connection with that cooperation. Either Party (for the purpose of this sentence, "the first Party") shall reimburse the other Party for any losses, damages, claims, penalties or liability incurred as a result of the failure of the first Party to obtain or maintain any governmental authorizations or permits as limited by Section A-12, provided however, that Seller shall reimburse Utility for any losses and damages corresponding to the difference between (i) the pertinent market values of Contract Rate Products for any such Products that Seller would have delivered to Utility (if Seller had obtained or maintained the appropriate governmental authorizations and/or permits) and (ii) the EPA rates set out in Appendix C that would have applied to such Products if delivered to Utility.

A-21 GOVERNING LAW

A-21.1 Interpretation and performance of this EPA shall be in accordance with, and shall be controlled by, (i) the laws of the State of Connecticut other than any conflicts of law provision, the effect of which would be to apply the substantive law of a state other than the State of Connecticut to the governance and construction of this EPA, and (ii) Part II of the Federal Power Act, 16 U.S.C. §§824d et seq.; (iii) Part 35 of Title 18 of the Code of Federal Regulations, 18 C.F.R. §§ 35 et seq.; and (iv) present and future laws and present and future regulations or orders properly issued by local, state, or federal bodies having jurisdiction over the matters set forth herein.

A-21.2 It is the intent of the parties that neither Seller nor Utility shall have the unilateral right to make a filing with FERC under any section of the Federal Power Act, or with the CDPUC, seeking to change the charges or any other terms or conditions set forth in this Agreement for any reason. The preceding sentence shall not prevent either party from

participating in or initiating any proceeding at FERC concerning a change to the ISO-NE Tariff that impacts the EPA.

A-21.3 It is the intention of the Parties that any authority of the FERC or the CDPUC to change the Agreement be strictly limited to that which applies when the contracting parties have irrevocably waived their right to seek to have the FERC or the CDPUC change any term of this Agreement.

A-21.4 FERC Standard of Review; Certain Covenants and Waivers.

A-21.4.1 The standard of review for changes to any section of this Agreement specifying the pricing or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. V. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)(the "Mobile-Sierra" doctrine).

A-21.4.2 The Parties, for themselves and their successors and assigns, (i) agree that the "public interest" standard of review shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement, including any credit, security, margin, guaranty or other similar arrangement, and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard.

A-21.4.3 Notwithstanding the foregoing Subsections 21.4.1 and 21.4.2, to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC, or to support another in obtaining, by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, or support another in obtaining, an order from FERC changing any section of this Agreement specifying the pricing, charges, classifications or other economic terms and conditions agreed to by the Parties. It is the express intent of the Parties that, to the fullest extent permitted by applicable law, the "sanctity of contract" principles acknowledged by FERC in its Notice of Proposed Policy Statement (Issued August 1, 2002) in Docket No. PL02-7-000, Standard of Review for Proposed Changes to Market-Based Rate Contracts for Wholesale Sales of Electric Energy by Public Utilities, shall prevail, notwithstanding any changes in applicable law or markets that may occur. In the event it were to be finally determined that applicable law precludes one or both Parties from waiving its rights to seek changes from FERC to its market-based power sales contracts (including entering into covenants not to do so) then this Section 21.4.3 shall not apply, provided that, consistent with Section 21.4.1, neither Party shall seek any such changes except under the "public interest" standard of review and otherwise as set forth in Section 21.4.1.

A-21.4.4 The Parties agree that in the event that any portion of this Section 21.4 is determined to be invalid, illegal or unenforceable for any reason, the remaining provisions of Section 21.4 shall be unaffected and unimpaired thereby, and shall remain in full force and effect, to the fullest extent permitted by applicable law.

A-22 DISPUTE RESOLUTION

A-22.1 In the event of any dispute between the Parties hereto as to a matter governed by this EPA or as to the interpretation of any part of this EPA, the Parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective Parties fail to resolve the dispute within ten (10) Business Days from such referral, the Parties agree that any such dispute, except for those disputes which the CDPUC and/or FERC has authority to resolve under applicable law, will not be referred to any court but will be resolved pursuant to the other provisions of this Article. It is the intent of the Parties that, to the extent that the CDPUC and/or FERC has authority to resolve any dispute between the Parties that is related to this EPA, such dispute will be resolved by the CDPUC and/or FERC. If the Parties do not agree as to whether the CDPUC and/or FERC has authority to resolve a particular dispute, either Party may petition the CDPUC and/or FERC to make a determination as to whether it has such authority. Mediation and arbitration proceedings regarding any such dispute shall be stayed pending the CDPUC's and/or FERC's determination as to whether it has authority to resolve the dispute in question. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

A-22.2 **Mediation.** Except in cases where the CDPUC and/or FERC is involved in dispute resolution, if the dispute has not been resolved by negotiation within ten (10) Business Days of referral, the Parties shall endeavor to settle the dispute by mediation under the then current CPR Mediation Procedure. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

A-22.3 **Arbitration.** Except in cases where the CDPUC and/or FERC is involved in dispute resolution, any dispute arising out of or relating to this EPA, including the breach, termination or validity thereof, which has not been resolved as provided in Sections A-22.1 and A-22.2 within fifty (50) Business Days of referral, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under three million dollars ($3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than three million dollars ($3,000,000), of whom each Party shall designate one in accordance with the "screened" appointment procedure provided in Rule 5.4; provided, however, that if either Party will not participate in a non-binding procedure, the other may initiate arbitration before expiration of the above period. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner.

A-22.4 The fees and expenses associated with mediation and arbitration, including reasonable attorneys' fees, shall be divided equally between the Parties, unless otherwise agreed or unless the award shall specify a different division of the costs. Each Party shall be responsible for its own costs associated with CDPUC resolution. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in the CPR Rules. The procedure specified herein shall be the sole and exclusive procedure for the resolution of disputes arising out of or related to this EPA. To the fullest extent permitted by law, any CDPUC resolution, mediation or arbitration proceeding and the settlement or arbitrator's award shall be maintained in confidence by the Parties.

A-22.5 **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT.

A-23 SEVERABILITY

A-23.1 The provisions of this EPA are severable. To the extent that any provision hereof is determined to be invalid pursuant to any applicable statute or rule of law, such invalidity shall not affect any other provision hereof, and this EPA shall be interpreted as if such invalid provision were not a part hereof.

A-24 CONTRACT INTERPRETATION

A-24.1 In the event of any dispute concerning the construction or interpretation of this EPA or any ambiguity hereof, there shall be no presumption that this EPA or any provision hereof shall be construed against either Seller or the Utility. In this EPA, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the terms "any" and "all" mean "any and all"; the term "includes" or "including" shall mean "including, with limitation,"; reference to a Section, Article or Appendix shall mean a Section, Article or Appendix of this EPA; and the terms "hereof," "herein," 'hereto," and 'hereunder" refer to this EPA as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made. In this EPA, any reference to "dollars" or use of a "$" symbol shall mean "U.S. dollars." The words "will", "shall" and "must" are used interchangeably throughout this EPA; the use of any of these terms connotes a mandatory requirement; and the use of one of them will not mean a different degree of right or obligation for either Party. The captions for the Articles and Sections contained in this EPA have been inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the covenants, agreements, conditions or terms of this EPA.

A-25 WAIVER

A-25.1 No waiver by either Party of the performance of any obligation under this EPA or with respect to any default or any other matter arising in connection with this EPA shall be deemed a waiver with respect to any subsequent performance, default or matter.

A-26 AMENDMENT

A-26.1 No amendment of all or any part of this EPA shall be valid unless it is reduced to writing and signed by both Parties and, in the case of a material amendment, approved by the CDPUC.

A-27 COMPLETE AND FULL AGREEMENT

A-27.1 This EPA and the Interconnection Agreement set forth the entire agreement of the Parties with respect to the subject matter herein, and take precedence over all prior understandings between the Parties, and bind and inure to the benefit of the Parties, their successors and assigns.

A-28 COUNTERPARTS

A-28.1 Any number of counterparts of this EPA may be executed and each shall have the same force and effect as the original.

APPENDIX B
DESCRIPTION OF FACILITY

"Seller Required Approvals" shall mean:

1. FERC market-based rate authorization for Seller to sell Products in accordance with the EPA.

2. All other approvals of governmental authorities necessary for Seller to site, construct and operate the Facility and deliver Products to Utility in accordance with the EPA.

Description of the Facility, including Delivery Point:

See Exhibit B-1 to this Appendix B for the Description of the Facility. The Delivery Point: ISO-NE may establish a new Network Node specifically for the PRE facility (the PRE node). The interconnection is expected to be adjacent to the ISO-NE Network Node that is currently identified as #4847 (LD. FRYBROOK23).

The In-Service Date will occur when the Facility has satisfied each of the following conditions:

1) Received final acceptance and authorization to interconnect from ISO-NE or the Interconnecting Utility in accordance with a fully executed Interconnection Agreement,
2) Trial operation (commissioning) and testing have been completed,
3) Seller and, if applicable, lender's engineer have formally accepted the Construction contractor's or Engineering, Procurement and Construction contractor's ("Construction contractor") declaration of the industry equivalent of "Substantial Completion" and care, custody and control of the Facility have passed from the Construction contractor to the Seller, and
4) Unit has completed and received ISO acceptance of a final asset registration form and a NX-12 Generator Technical Data form indicating the Facility as an ICAP resource.

Seller's written representations or documentation otherwise submitted to Utility by Seller or its agents prior to execution hereof in accordance with regulatory requirements upon which Utility has relied to enter into EPA, per Section A-14.1.1.

Exhibit B-1 to Appendix B

Description of Facility

The Plainfield Renewable Energy project (the "Project") is a 37.5 MW (net) Class I biomass gasification power plant that will be located in Plainfield, Connecticut on an approximately 27 acre industrial zoned parcel of land. The Project site is located in the Town of Plainfield, Windham County, Connecticut. The Site is approximately one mile west of Interstate 395 at exit 88, on the south edge of the Town near Mill Brook Road and State Highway 12.

Technology

The staged gasification system is close-coupled with a boiler that generates steam to drive a conventional steam turbine generator. The staged gasification system is designed to operate at low temperature and low excess air in order to minimize formation of nitrogen oxides (NOx) emissions. The fluidized bed design also ensures efficient mixing, gasification and ultimately combustion of fuel particles, resulting in minimized formation of carbon monoxide (CO) and unburned hydrocarbons or volatile organic compounds (VOC). The addition of alkaline materials, such as limestone, lime or dolomite into the fluidized bed also provides control of sulfur and other acid gas constituents within the fluidized bed.

The project will use state-of-the-art air pollution controls to further reduce emissions. For NOx control, selective non-catalytic reduction (SNCR) will be used, resulting in a NOx emission rate below 0.075 lb/MMBtu. The proposed controlled NOx emission limit below 0.075 lb/MMBtu meets the rate considered low emission, advanced combustion technology for biomass energy facilities qualifying as Class I renewable energy sources. In addition to SNCR, the facility will employ a spray dryer absorber in the flue gas control system designed for high efficiency control of SO_2 and other acid gases, such as hydrogen chloride (HCl). The spray dryer consists of a quench/cooling tower for evaporative cooling of the gas stream and a dry venturi section where reagent is added to react with the SO_2 andHCl gases to form solid calcium sulfate and chloride salts that are subsequently removed in the baghouse. In addition, the evaporative cooling of the flue gas in the spray dryer will serve to condense volatile metals and other condensable particulate matter, which will contribute to the overall control of trace metals and particulate emissions. The fabric filter (baghouse) system will be used as the final particulate and acid gas control system. The fabric filter provides the reaction surface to complete acid gas absorption and remove particulate from the gas stream prior to discharge.

Other equipment components in the balance of plant include fuel handling, cooling tower, water treatment, electrical switchgear and an approximately 43 MW gross, condensing steam turbine generator set.

Cooling water will be obtained from the nearby Quinebaug River and pumped to the Facility. Property along the river has been secured for intake, outfall, piping and pumping facilities. The path between the river property and the plant site will be within the existing right-of-way, alongside or under local public roads in the towns of Canterbury and Plainfield.

Exhibit B-2 to Appendix B

Fuel Limitations Compliance Calculation

In accordance with CDPUC Decision dated January 30, 2008, the Maximum Sustainable Biomass Percentage for the Facility shall be thirty-six percent (36%) of the annual tons of biomass burned for generation ("Fuel Limitations").

Each January Seller shall determine if it has breached the Fuel Limitations in Article 8 of the EPA. If a breach of the Fuel Limitations occurred in the prior calendar year Seller shall calculate the Cure Amount that is required to cure such breach for the prior calendar year. By no later than March 1 of each calendar year that the EPA remains in effect, Seller shall submit a report to the CDPUC, Utility and The United Illuminating Company ("UI") indicating whether or not the Fuel Limitations have been breached and if so, the report shall indicate the Cure Amount. Seller's report shall be accompanied by an affidavit of an authorized officer of Seller that attests to the accuracy of the report. The "Cure Amount" is defined as the difference between (i) the tons of Sustainable Biomass burned for generation by the Facility in a given calendar year and (ii) thirty-six percent (36%) of the total tons of biomass burned for generation by the Facility in that same calendar year reduced by any prior year Cure Amount. The Cure Amount represents an excess of Sustainable Biomass burned by the Facility in the given calendar year.

To cure this breach, during January 1 through June 30 of the immediately subsequent calendar year, the use of Sustainable Biomass must be limited to (i) thirty-six percent (36%) of the total tons of biomass burned by the Facility during such period, less (ii) the Cure Amount.

Each July of any calendar year that follows a year in which the Fuel Limitations were breached, Seller shall calculate if the Cure Amount from the preceding calendar year has been cured in the manner provided above. No later than August 15 of each such calendar year, Seller shall file with the CDPUC, Utility and The United Illuminating Company this calculation, along with an affidavit of an authorized officer of Seller that attests to the accuracy of such report.

These calculations shall be performed in the format provided as Exhibit A to this Appendix B-2.

Exhibit B-2 to Appendix B
Exhibit A
Fuel Limitations Compliance Calculation

Sample Calculation

Year	Actual Sustainable Biomass Burned (Tons) A	Actual Other Biomass Burned (Tons) B	Total Biomass Burned (Tons) C=A+B	Fuel Limitations (Tons) D=C*0.36	Previous Year Cure Amount (Tons) E	Cure Adjusted Fuel Limitations (Tons) F=D-E	Cure Amount (Tons) G=A-F, (0 Min)	Cure Needed (Y/N) H="Yes" if G>0	Cure Satisfied (Y/N) I="Yes" if F>A
2010 January - June	100	400							
July - December	100	400							
Annual Total	200	800	1,000	360	n/a	360	0	No	
2011 January - June	200	300							N/A
July - December	200	300							
Annual Total	400	600	1,000	360	0	360	40	Yes	
2012 January - June	130	350	480	173	40	133			Yes
July - December	175	360							
Annual Total	305	710	1,015	365	40	325	0	No	
2013 January - June	180	400							N/A
July - December	200	420							
Annual Total	380	820	1,200	432	0	432	0	No	
2014 January - June	200	200							N/A
July - December	200	300							
Annual Total	400	500	900	324	0	324	76	Yes	
2015 January - June	150	200	350	126	76	50			No

Exhibit B-2 to Appendix B

Fuel Limitations Compliance Calculation

Steps to Compliance Calculation

During January of each contract year, calculate the following:

- The tons of Actual Sustainable Biomass Burned for generation in the preceding calendar year.
- The tons of Actual Other Biomass Burned for generation in the preceding calendar year.
- The tons of Total Biomass Burned for generation in the preceding calendar year, which is the sum of the tons of Actual Sustainable Biomass Burned for generation in the preceding calendar year and the tons of Actual Other Biomass Burned for generation in the preceding calendar year.
- The Fuel Limitations (expressed in tons) for generation in the preceding calendar year, which is equal to thirty-six percent (36%) of the tons of Total Biomass Burned for generation in the preceding calendar year.
- The Cure Adjusted Fuel Limitations for generation in the preceding calendar year (expressed in tons), which is equal to the Fuel Limitations for generation in the preceding calendar year reduced by the Cure Amount for the year prior to the preceding calendar year.
- Compare the Actual Sustainable Biomass Burned for generation in the preceding calendar year to Cure Adjusted Fuel Limitations for generation in the preceding calendar year
  - If the Cure Adjusted Fuel Limitations for generation in the preceding calendar year is greater than the Actual Sustainable Biomass Burned for generation in the preceding calendar year, there is no Cure Amount.
  - If the Cure Adjusted Fuel Limitations for generation in the preceding calendar year is less than the Actual Sustainable Biomass Burned for generation in the preceding calendar year, calculate the Cure Amount as the difference between the Actual Sustainable Biomass Burned for generation in the preceding calendar year and the Cure Adjusted Fuel Limitations for generation in the preceding calendar year.

During July of each contract year, if there is a Cure Amount from the prior year, calculate the following:

- The tons of Actual Sustainable Biomass Burned for generation in the period January 1 through June 30 of the current year.
- The tons of Actual Other Biomass Burned for generation in the period January 1 through June 30 of the current year.
- The tons of Total Biomass Burned for generation in the period January 1 through June 30 of the current year, which is the sum of the tons of Actual Sustainable Biomass Burned for generation in the period January 1 through June 30 of the current year and the tons of Actual Other Biomass Burned for generation in the period January 1 through June 30 of the current year.
- The Fuel Limitations (expressed in tons) for generation in the period January 1 through June 30 of the current year, which is equal to thirty-six percent (36%) of the tons of Total Biomass Burned for generation in the period January 1 through June 30 of the current year.

- The Cure Adjusted Fuel Limitations for generation in the period January 1 through June 30 of the current year (expressed in tons), which is the Fuel Limitations for generation in the period January 1 through June 30 of the current year reduced by the Cure Amount from the prior year.
- Compare the Actual Sustainable Biomass Burned for generation in the period January 1 through June 30 of the current year to Cure Adjusted Fuel Limitations for generation in the period January 1 through June 30 of the current year
  - If the Cure Adjusted Fuel Limitations for generation in the period January 1 through June 30 of the current year is greater than the Actual Sustainable Biomass Burned for generation in the period January 1 through June 30 of the current year, then the requirements of Article 8 of the EPA have been met.
  - If the Cure Adjusted Fuel Limitations for generation in the period January 1 through June 30 of the current year is less than the Actual Sustainable Biomass Burned for generation in the period January 1 through June 30 of the current year, then the requirements of Article 8 of the EPA have not been met.

APPENDIX C

PRICING

Minimum Pricing with an Index Adjustment[1]

Except as otherwise provided in this EPA, commencing upon the satisfaction of the requirements of Section A-15, Utility will pay Seller for Contract Rate Products in an amount equal to the product of (1) kWhs of Energy accepted at Delivery Point (up to the hourly maximum stated in Section 3.5), and (2) the Contract Payment Rate as indicated below. Such amount shall be full payment for all Contract Rate Products.

In accordance with CDPUC Decision dated October 20, 2004, this pricing mechanism is subject to adjustment under the following circumstances: (1)There will be no adjustment as long as the total price paid to the project remains below the 24-month average LMP at the time of project approval plus 5.5 cents/kWh ("Trigger Point"); (2)If the Unadjusted Calculated Price exceeds the Trigger Point in any 12-month period, the indexed portion of the rate will be adjusted on a going forward basis if the actual average wholesale market price is 40% above or 40% below the average price determined by the index for any 12 month period. These circumstances are captured in the formula below.

- Fixed Contract Rate Component

  Fixed Contract Rate (A) = 6.545 cents/kWh

  - Fixed Component Weighting[3] (B) = 30%

- Variable Component - Annual adjustable fuel price index

  - Initial Value of Variable Component (E) = 6.545 cents/kWh

  - Fuel Price Index to be utilized: Consumer Price Index - All Urban Consumers U.S. All Items, 1982-84=100 (Series Id: CUUR0000SA0) ("CPI-U") from the United States Department of Labor, Bureau of Labor Statistics website at http://data.bls.gov

    If the CPI-U ceases to exist or becomes unavailable, the Parties shall agree to enter into good faith negotiations to adopt a substitute index that reasonably places the Parties in the same positions as they were at the time the CPI-U ceased to exist or became unavailable. (Any indices used to index pricing must be published regularly, either publicly published or readily available, with a reasonable historic basis.)

    - Initial Value of Fuel Price Index (D) = CPI-U consistent with Initial Value of Variable Component at time of contract approval = 211.080 (January 2008)

  - Variable Component Weighting[3] (Maximum of 70%) (F) = 70%

- Fixed Renewable Adder (G) = 5.50 cents/kWh

FORMULA:

$$\left(A * B \right) + \left(\left(\frac{C}{D} * E \right) * F \right) + G = \text{Unadjusted Calculated Price} + \text{Adjustment Amount} = \text{Contract Payment Rate}$$

where A = Fixed Contract Rate
B = Fixed Component Weighting[3]
C = Current Value of Fuel Price Index[2]
D = Initial Value of Fuel Price Index
E = Initial Variable Component Value
F = Variable Component Weighting[3]
G = Fixed Renewable Adder

[1] Indexed pricing options will contain a monthly adjustment provision for instances when the Unadjusted Calculated Price at any time during the previous 12 months exceeds the 24-month average of LMP at the time of project approval plus 5.5 cents/kWh.

- A positive adjustment will be made when the 12-month average wholesale price ("Wholesale Price") exceeds the indexed portion of the contract rate averaged over the preceding 12 months ("Indexed Rate") by more than 40%. The indexed portion of the contract rate shall be calculated as the Unadjusted Calculated Price less the Fixed Renewable Adder.

  FORMULA FOR POSITIVE ADJUSTMENT: Wholesale Price – (Indexed Rate * [1.0 + 0.4])

- A negative adjustment will be made when the Wholesale Price is more than 40% below the Indexed Rate.

  FORMULA FOR NEGATIVE ADJUSTMENT: Wholesale Price – (Indexed Rate * [1.0 - 0.4])

No adjustment will occur for periods when the Wholesale Price is not more than 40% above or below the Indexed Rate.

[2] Current Value of Fuel Price Index - This monthly value will be calculated as the time weighted average of the applicable fuel price index value(s) for the billing month.

[3] Where Fixed Component Weighting + Variable Component Weighting = 100%.

APPENDIX C

PRICING

Minimum Pricing with an Index Adjustment[1] Sample Adjustment Calculations

If Indexed Rate equals 8 cents/kWh, the Contract Payment Rate will include an Adjustment Amount of zero (0) as long as the Wholesale Price is between 4.8 cents/kWh and 11.2 cents/kWh.

Formula for Determination of Bandwidth = (Indexed Rate * [1.0 + 0.4]) > Wholesale Price > (Indexed Rate * [1.0 - 0.4])
= (8.0 cents/kWh * 1.4) > Wholesale Price > (8.0 cents/kWh * 0.6)
= 11.2 cents/kWh > Wholesale Price > 4.8 cents/kWh

Presuming the Indexed Rate remains at 8 cents/kWh, if the Wholesale Price increased to 14 cents/kWh, the Contract Payment Rate would increase by 2.8 cents/kWh, provided the Unadjusted Calculated Price at any time during the previous 12 months has exceeded the Trigger Point. The calculation of this sample rate is provided below:

Formula for Positive Adjustment = Wholesale Price – (Indexed Rate * [1.0 + 0.4])
= 14.0 cents/kWh – (8.0 cents/kWh * 1.4)
= 14.0 cents/kWh – 11.2 cents/kWh
= 2.8 cents/kWh

The Contract Payment Rate is then the Unadjusted Calculated Price plus the positive adjustment as calculated by the above formula.

Presuming the Indexed Rate remains at 8 cents/kWh, if the Wholesale Price drops to 4 cents/kWh, the Contract Payment Rate would be reduced by 0.8 cents/kWh, provided the Unadjusted Calculated Price at any time during the previous 12 months has exceeded the Trigger Point. The calculation of this sample rate is provided below:

Formula for Negative Adjustment = Wholesale Price – (Indexed Rate * [1.0 – 0.4])
= 4.0 cents/kWh – (8.0 cents/kWh * 0.6)
= 4.0 cents/kWh – 4.8 cents/kWh
= - 0.8 cents/kWh

The Contract Payment Rate is then the Unadjusted Calculated Price plus the negative adjustment calculated by the above formula.

APPENDIX C

PRICING

Minimum Pricing with an Index Adjustment[1]
Steps to Calculation of Contract Payment Rate

- Calculate the Trigger Point (the 24-month average LMP at the time of project approval plus 5.5 cents/kWh)
- Calculate the Unadjusted Calculated Price (A through G in formula above)
- Compare the Unadjusted Calculated Price to the Trigger Point
  - If Unadjusted Calculated Price in the current month or any of the preceding eleven months is greater than the Trigger Point, continue to next step
  - If the Unadjusted Calculated Price in the current month or any of the preceding eleven months has not exceeded the Trigger Point, the Adjustment Amount equals zero and the Contract Payment Rate is equal to the Unadjusted Calculated Price
- Calculate the most recent 12-month simple average LMP ("Wholesale Price")
- Calculate the most recent 12-month simple average of the net of Unadjusted Calculated Price less the Fixed Renewable Adder ("Indexed Rate")
- Compare the Wholesale Price to the Indexed Rate
  - If the Wholesale Price does not deviate by more than 40% above or below the Indexed Rate, the Adjustment Amount equals zero and the Contract Payment Rate is equal to the Unadjusted Calculated Price
  - If the Wholesale Price does deviate by more than 40% above or below the Indexed Rate, proceed to next step
- Calculate Adjustment Amount
  - Use the Formula for Positive Adjustment when the Wholesale Price is greater than the Indexed Rate times 1.4. Formula for Positive Adjustment = Wholesale Price – (Indexed Rate * [1.0 + 0.4])
  - Use the Formula for Negative Adjustment when the Wholesale Price is less than the Indexed Rate times 0.6. Formula for Negative Adjustment = Wholesale Price – (Indexed Rate * [1.0 - 0.4])
- The Contract Payment Rate is the Unadjusted Calculated Price plus Adjustment Amount

APPENDIX D
PERFORMANCE ASSURANCE

D-1.1 Purpose of Performance Assurance. In order to help ensure that Utility and its customers will continue to enjoy any economic benefits that may accrue under this EPA over its term, including any benefits that may result from future market fluctuations whereby the cost of the Products delivered under this EPA is less than the then-current market value of such Delivered Products, Utility requires that Seller provide performance assurance in the amount and the form described below as security for Seller's continuing performance of its contractual obligations pursuant to the terms and conditions of this EPA. The Parties acknowledge that this EPA requires Seller to construct, operate and maintain the Facility in accordance with Good Industry Practices and in compliance with the Interconnection Agreement. The Parties further acknowledge that Seller shall operate the Facility whenever possible, in accordance with the terms of this EPA including Good Industry Practices and subject to the provisions of the Interconnection Agreement. Therefore, the Parties agree that a cessation or suspension of Seller's operation of the Facility as the result of economic factors (such as a change in market price of Delivered Products or in Seller's cost of operating and/or maintaining the Facility) or financial factors (such as an impairment of Seller's financial condition, including its insolvency, voluntary or involuntary petition for bankruptcy, appointment of a receiver or trustee for its assets) would constitute a breach of Seller's obligation to operate the Facility in accordance with this EPA and Good Industry Practices. Such breach by Seller would entitle Utility to draw on or otherwise call on any and all performance assurance, as provided under Section 1.4 below.

D-1.2. Amount of Performance Assurance. Seller's required dollar amount of performance assurance shall represent two and one-half percent (2.5%) of the installed cost of the Facility (the "Assurance Amount"). No later than 30 (thirty) days prior to the commencement of Utility's purchases under this EPA, Seller shall provide to Utility satisfactory documentary evidence demonstrating the total installed cost of the Facility. Installed cost of the Facility shall include all costs of: (1) Obtaining rights to locate and operate the Facility on the Site (including cost of acquiring property rights for the Site, environmental and local permitting costs, zoning variance costs and associated legal and real estate costs), (2) Site development costs, (3) Engineering, architectural and any other design and planning costs associated with design or construction of the Facility, (4) Equipment, materials and supplies that were installed in or consumed in the development or construction of the Facility, (5) Cost to construct and or install Facility or any components thereof, and (6) Any and all other costs that are included in Seller's undepreciated "original" cost value of the Site and/or Facility on its balance sheet. Any dispute between the Parties as to Assurance Amount or the calculation thereof under this Section D-1.2 shall be resolved pursuant to Section A-22.

D-1.3. Form of Performance Assurance. No less than ten (10) days prior to commencement of Utility's purchases of Contract Rate Products from Seller at the rates of payment specified in Appendix C of this EPA, Seller shall deliver to Utility, at Seller's sole cost and expense one of the following forms of performance assurance, the choice of which form is at the Seller's sole discretion:

(a) a surety bond (the "Bond") in form and substance acceptable to Utility in its sole discretion, issued by a surety (the "Bond Issuer") that is acceptable to Utility in its sole discretion, having a stated amount no less than the Assurance Amount. The Bond shall bind the Bond Issuer to performance of this EPA, in accordance with its terms, should Seller breach any of its obligations thereunder. The Bond shall remain in full force and effect until the ninety first (91st) day after the expiration of the term of this EPA, subject

in all cases to any claims with respect thereto asserted by Utility (or its designated agent) before such ninety first day; or

(b) a letter of credit (the "*Letter of Credit*") in the form of Attachment D-1 attached hereto and otherwise acceptable to Utility in its sole discretion, issued to Utility by a financial institution acceptable to Utility in its sole discretion with offices in the U.S., and with offices (for drawing purposes) in New York, New York, in an amount that is no less than the Assurance Amount for the period commencing on the date that Utility's purchases of Contract Rate Products at the EPA-specified payment rates commence and ending on the ninety first (91st) day after the expiration date of the term of this EPA, *provided* that if Seller cannot procure the Letter of Credit for such full term on commercially reasonable terms, then Seller may provide such a Letter of Credit having:

(i) a term of not less than one (1) year, and

(ii) an evergreen clause acceptable to Utility in its sole discretion,

in which case Utility shall be entitled to draw on the Letter of Credit (or any replacement or other successor thereto) if Seller or the issuing financial institution, as the case may be, fails to extend the effectiveness of the Letter of Credit (or replace the Letter of Credit with another Letter of Credit that complies with this paragraph (a)) within sixty (60) days before its then stated expiration date; or

(c) another form of security acceptable to Utility in its sole discretion, executed and delivered by, on behalf of, or for the benefit of Seller in an amount that is no less than the Assurance Amount. Such security shall remain in full force and effect until the ninety first (91st) day after the expiration of the term of this EPA, subject in all cases to any claims with respect thereto asserted by Utility (or its designated agent) before such ninety first day .

D-1.4. Application of Performance Assurance. If Seller defaults on or breaches its obligations under this EPA, then Utility may draw on any Letter of Credit or demand that the Bond Issuer perform its obligations under the Bond or otherwise call on any performance assurance provided under this Appendix D, to protect itself against damages or losses that may result from such default or breach. The Parties specifically recognize that use of performance assurance pursuant to this Agreement shall not limit any legal or equitable right, action or remedy that would otherwise have been available to Utility. Any dispute between the Parties concerning the requirements of this Appendix D, except as otherwise specifically provided herein, shall be subject to resolution by the CDPUC.

D-1.5. Grant of Security Interest. If the form of performance assurance provided hereunder includes cash collateral to be held in a Collateral Reserve Account, to secure its obligations under this EPA and to the extent Seller provides performance assurance hereunder in the form of cash collateral, Seller hereby grants to Utility a present and continuing security interest in, and lien on, and assignment of, all performance assurance, including the Collateral Reserve Account, and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, Utility. Utility shall have all rights of a secured party under Connecticut's Uniform Commercial Code, Connecticut General Statutes §42a-1-101 et seq., ("UCC"). Seller shall make, or allow Utility to make on Seller's behalf, all necessary UCC filings relating to Utility's rights as a secured party.

Attachment D-1
Form of Letter of Credit

[DATE]

TO: The Connecticut Light and Power Company
107 Selden Street
Berlin, Connecticut 06037 U.S.A.

RE: OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO._____
IN THE AMOUNT OF _____UNITED STATES DOLLARS.

GENTLEMEN:

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____ IN FAVOR OF THE CONNECTICUT LIGHT AND POWER COMPANY, BY ORDER AND FOR ACCOUNT OF [_____] ("PLEDGOR"), HAVING AN OFFICE AT [_____], [_____], AVAILABLE AT SIGHT, FOR AN AMOUNT OF US _____ [AMOUNT SPELLED OUT AND XX/100 U.S. DOLLARS] AGAINST PRESENTATION OF THE FOLLOWING DOCUMENT:

STATEMENT SIGNED BY A PERSON PURPORTED TO BE AN AUTHORIZED REPRESENTATIVE OF THE CONNECTICUT LIGHT AND POWER COMPANY STATING THAT: "[_____] ("PLEDGOR") IS IN DEFAULT UNDER THE ELECTRICITY PURCHASE AGREEMENT BETWEEN THE CONNECTICUT LIGHT AND POWER COMPANY AND PLEDGOR DATED [_____], 2006 OR UNDER ANY TRANSACTION CONTEMPLATED THEREBY (WHETHER BY OCCURRENCE OF A "DEFAULT", "EVENT OF DEFAULT" OR SIMILAR TERM AS DEFINED IN SUCH AGREEMENT BETWEEN THE CONNECTICUT LIGHT AND POWER COMPANY AND PLEDGOR OR OTHERWISE) AND DAMAGES HAVE BEEN INCURRED. THE AMOUNT DUE TO THE CONNECTICUT LIGHT AND POWER COMPANY IS U.S.$_____."

SPECIAL CONDITIONS:

- ALL COSTS AND BANKING CHARGES PERTAINING TO THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF PLEDGOR.

- PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

- FACSIMILE, TELEX OR TELEFAX OF THE STATEMENT IS ACCEPTABLE.

THIS LETTER OF CREDIT EXPIRES ON [_____], AT OUR COUNTERS.

WE HEREBY ENGAGE WITH THE CONNECTICUT LIGHT AND POWER COMPANY THAT UPON PRESENTATION OF A STATEMENT AS SPECIFIED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, THIS LETTER OF CREDIT WILL BE DULY HONORED IN THE AMOUNT STATED IN SUCH STATEMENT.

IF A STATEMENT IS SO PRESENTED BY 11:00 AM PREVAILING TIME, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY AVAILABLE FUNDS ON THAT DAY AND, IF SO PRESENTED AFTER 11:00 AM PREVAILING TIME, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY AVAILABLE FUNDS BY NOON ON THE FOLLOWING BANKING DAY.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU BY REGISTERED MAIL RETURN RECEIPT REQUESTED OR COURIER (WITH DELIVERY CONFIRMED IN WRITING) THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE AGREE THAT IF THIS LETTER OF CREDIT WOULD OTHERWISE EXPIRE DURING, OR WITHIN THIRTY (30) DAYS AFTER, AN INTERRUPTION OF OUR BUSINESS CAUSED BY AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND OUR CONTROL OR BY ANY STRIKE OR LOCKOUT, THEN THIS LETTER OF CREDIT SHALL EXPIRE ON THE 30TH DAY FOLLOWING THE DAY ON WHICH WE RESUME OUR BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED AND ANY DRAWING ON THIS LETTER OF CREDIT THAT COULD PROPERLY HAVE BEEN MADE BUT FOR SUCH INTERRUPTION SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500 (THE "UCP"), EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE UCP, INCLUDING BUT NOT LIMITED TO ARTICLES 13(B) AND 17 OF THE UCP, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN.

[NAME OF BANK]

_____

AUTHORIZED SIGNATURE(S)

APPENDIX E

CAPACITY BIDDING REQUIREMENTS

This Appendix provides the bidding requirements that are applicable for bidding the Facility's Capacity into the ISO-NE market, provided that: (i) Seller is responsible for bidding the Facility's Capacity into the ISO-NE market, and (ii) the Forward Capacity Market ("FCM") that is implemented and in effect at the time of such bidding is substantively equivalent to that proposed in the March 6, 2006 Forward Capacity Market Settlement Agreement filing with the Federal Energy Regulatory Commission in Devon Power LLC, et al., Docket Nos. ER03-563-000, -030, and -055 ("LICAP Settlement"). Capitalized terms used in this Appendix E are either as defined elsewhere in this EPA or as defined in the LICAP Settlement or in (i) any successor agreements thereto approved by FERC, and (ii) any terms, provisions and conditions in the ISO-NE Tariff or other applicable ISO-NE Document that interpret, implement, clarify, settle, amend or expand upon the terms of said Settlement.

E-1 Seller will file on a timely basis any materials required by ISO-NE to have the entire Capacity of the Facility qualify for the first Forward Capacity Auction ("FCA") as Existing Capacity as defined in Section 11.II.D.1 of the LICAP Settlement. Seller shall bear its costs of qualifying with ISO-NE. Seller shall not offer De-List or Permanent De-List bids or Export Bids based on the Facility's Capacity in the first FCA. If the Facility is not eligible for the first FCA, Seller must qualify Facility as New Capacity per FCM rules and offer the Capacity in the first subsequent FCA for which the Facility is eligible for a term of five years.

E-2 Seller cannot offer De-List or Permanent De-List bids or Export Bids based on the Facility's Capacity in any subsequent FCAs during the Term. As such, the entire Facility must be listed as a qualified capacity resource and is required to participate in all subsequent FCAs over the entire Term.

E-3 If for any reason Seller receives any capacity payments, credits, or other compensation (collectively, "compensation") for the provision or sale of Capacity and/or other Product(s) that constitute Delivered Product(s) pursuant to Section 3.5, Seller acknowledges and agrees that it shall not hold or claim to hold equitable title to (i) any such Capacity and/or other Product(s) or (ii) any compensation associated therewith; and Seller shall pay to Utility all compensation in respect of such Capacity and/or other Product(s) within thirty (30) days.

E-4 Seller acknowledges and agrees that it shall be responsible for all costs, charges or adjustments related to or associated with the provision or sale of Capacity imposed on or paid by Utility. These costs, charges or adjustments shall include, but are not limited to, the availability penalty discussed in Section 11.V.C. of the LICAP Settlement, or in any ISO-NE Document, and the Peak Energy Rent as discussed in Section 11.V.B. of the LICAP Settlement, or in any ISO-NE Document. Such costs, charges or adjustments shall not include Utility's own administrative costs. Seller shall reimburse Utility for any costs, charges or adjustments paid by Utility in respect of such Capacity.

E-5 If Utility determines that the FCM as implemented and in effect for any FCA is substantively different from the FCM proposed to FERC on March 6, 2006 in the LICAP Settlement, Utility may either cancel this Appendix E or propose modifications to it, subject to approval of the CDPUC.