STORAGE ENVIRONMENTAL ATTRIBUTE PURCHASE AGREEMENT

BETWEEN

NSTAR ELECTRIC COMPANY d/b/a
EVERSOURCE ENERGY

AND

SOMERSET ENERGY STORAGE, LLC

As of JUNE 30, 2026

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STORAGE ENVIRONMENTAL ATTRIBUTE PURCHASE AGREEMENT

This STORAGE ENVIRONMENTAL ATTRIBUTE PURCHASE AGREEMENT, together with the exhibits attached hereto (as amended from time to time in accordance with the terms hereof, this **"Agreement"**) is entered into as of June 30, 2026 (the **"Effective Date"**), by and between **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**, a Massachusetts corporation (**"Buyer"**), and **SOMERSET ENERGY STORAGE, LLC**, a Massachusetts limited liability company (**"Seller"**). Buyer and Seller are individually referred to herein as a **"Party"** and are collectively referred to herein as the **"Parties"**.

WHEREAS, Seller is developing the 168 MW energy storage facility to be located in Somerset, Massachusetts, which is more fully described in Exhibit A hereto (the **"Facility"**); and

WHEREAS, the Facility is an energy storage system, as defined by Section 1 of chapter 164 of the General Laws, and shall qualify as a Clean Peak Resource, and the Facility is expected to be in commercial operation by December 31, 2028; and

WHEREAS, pursuant to Section 83E of the Green Communities Act as added by Chapter 239 of the Acts of 2024, (**"Section 83E"**), Buyer is authorized to enter into certain long-term contracts for the purchase of Certificates from energy storage facilities meeting the requirements of Section 83E; and

WHEREAS, Buyer and Seller desire to enter into this Agreement whereby Buyer shall purchase from Seller certain Environmental Attributes generated by or associated with the Facility;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to terms defined in the recitals hereto, the following terms shall have the meanings set forth below. Any capitalized terms used in this Agreement and not defined herein shall have the same meaning as ascribed to such terms under the ISO-NE Practices and ISO-NE Rules.

"Actual Facility Size" shall mean the actual Nameplate Capacity of the Facility, as built, and as certified by an Independent Engineer, as provided in Section 3.4(b)(xi).

"Adverse Determination" shall have the meaning set forth in Section 19.7.

"Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person.

"Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

"Ancillary Services" shall mean services solicited by ISO-NE in the ISO-NE markets to support the transmission of energy from generators to loads, while maintaining reliable operation, and shall include any existing or new service defined by ISO-NE in the ISO-NE Tariff, in any case that the Facility is capable of providing during the Service Term.

"Bankruptcy Default" shall have the meaning set forth in Section 9.1(d) hereof.

"Bid" shall mean the proposal submitted by Seller for the Facility in response to the Request for Proposals for Long-Term Contracts for Energy Storage Projects dated July 31, 2025.

"Business Day" means a day on which Federal Reserve member banks in New York, New York are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

"Buyer" shall have the meaning set forth in the first paragraph hereof.

"Buyer's Percentage Entitlement" shall mean Buyer's rights to 53.89% of the RECs. Buyer's Percentage Entitlement may be adjusted in accordance with Section 3.3(c).

"Buyer's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"Capacity Deficiency" means, at the Commercial Operation Date, the amount (expressed in MW), if any, by which the Actual Facility Size is less than the Proposed Facility Size as set forth in Exhibit A.

"Certificate" shall mean an electronic certificate created pursuant to the GIS Operating Rules or any successor thereto to represent certain Environmental Attributes of each MWh of energy generated or stored within the ISO-NE control area and the generation attributes of certain energy imported into the ISO-NE control area. For the avoidance of doubt, Certificate(s) shall include without limitation all Clean Peak Energy Certificates associated with the Energy from the Facility or otherwise discharged or stored by the Facility.

"Charging Energy" shall mean the amount of Energy withdrawn from the ISO-NE markets to be stored by the Facility and discharged at a later time as measured in MWh by the Meter of the Facility. Charging Energy shall not include station service use.

"Clean Energy Standard" or "**CES**" shall mean the Clean Energy Standard requirements established pursuant to the regulations promulgated at 310 CMR 7.75 that require all retail electricity suppliers in Massachusetts to provide a minimum percentage of electricity from certain clean energy generating sources, and such successor laws and regulations as may be in effect from time to time.

"**Clean Peak Energy Certificates**" or **"CPECs"** shall have the same meaning as in the GIS Operating Rules.

"Clean Peak Resource" shall have the same meaning as in Mass. Gen. Laws ch. 25A, Section 3 and 225 CMR 21.02, and such successor laws and regulations as may be in effect from time to time.

"**Clean Peak Standard**" shall mean the requirements established pursuant to Mass. Gen. Laws ch.25A, Section 17, 225 CMR 21.00 and any other regulations promulgated from time to time that require all retail electricity suppliers in Massachusetts to provide a minimum percentage of electricity from Clean Peak Resources, and such successor laws and regulations as may be in effect from time to time.

"Commercial Operation Date" shall mean the date on which the conditions set forth in Section 3.4(b) have been satisfied, as set out in a written notice from Seller to Buyer.

"Contract Maximum Amount" shall mean the amount of RECs per calendar month during the Services Term as specified in the Delivery Schedule attached as Exhibit G hereto.

"Contract Year" shall mean the twelve (12) consecutive calendar months starting on the first day of the calendar month following the Commercial Operation Date and each subsequent twelve (12) consecutive calendar month period; provided that the first Contract Year shall also include the days in the prior month in which the Commercial Operation Date occurred.

"Control" or **"Controlled"** shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Credit Support" shall mean collateral in the form of a Letter of Credit issued by a Qualified Bank in a form reasonably acceptable to Buyer and as more fully described in Article 6.

"Critical Milestones" shall have the meaning set forth in Section 3.1 hereof.

"Day-Ahead Energy Market" shall have the meaning set forth in the ISO-NE Rules.

"Default" shall mean any event or condition which, with the giving of notice or passage of time or both, could become an Event of Default.

"Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has occurred.

"Delay Damages" shall mean the damages assessed pursuant to Section 3.2(a) hereof.

"Deliver" or **"Delivery"** or **"Delivered"** shall mean (i) with respect to Energy discharged from the Facility, to deliver Energy to the Delivery Point and (ii) with respect to RECs, to supply RECs in accordance with Section 4.5.

"Delivery Point" shall mean the specific location on the Pool Transmission Facilities where Seller shall Deliver its Energy as specified in Exhibit A.

"Department" shall mean the Massachusetts Department of Public Utilities and its successors.

"**Department Order**" shall mean the Department's order satisfying all of the requirements of the Regulatory Approval, except that such order remains subject to appeal or rehearing.

"Development Period Security" shall have the meaning set forth in Section 6.1(a) hereof.

"Discharged Energy" shall mean all Energy discharged from the Facility as measured in MWh by the Meter at the Delivery Point.

"Dispute" shall have the meaning set forth in Section 11.1 hereof.

"**DOER**" shall mean the Massachusetts Department of Energy Resources and its successors.

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

"Effective Date" shall have the meaning set forth in the first paragraph hereof.

"Energy" shall mean all electric "energy," as such term is defined in the ISO-NE Tariff, stored and discharged by the Facility as measured in MWh, as applicable, which quantity for purposes of this Agreement will never be less than zero.

"Environmental Attributes" shall mean any and all present and future attributes available under the ISO-NE Rules, the RPS, the Clean Peak Standard, the CES, the

GWSA and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances and all other indicia of ownership or control related thereto) or otherwise that are attributable, now or in the future, to Buyer's Percentage Entitlement of the favorable generation attributes or environmental attributes available from and produced by the Facility during the Services Term, up to and including the Contract Maximum Amount, including Buyer's Percentage Entitlement to: (a) any such credits, certificates, payments, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates (including without limitation Clean Peak Energy Certificates) issued pursuant to the GIS in connection with Energy discharged by the Facility; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the charging or discharging of Energy by the Facility; provided, however, that Environmental Attributes shall not in any event include: (i) any state or federal production tax credits; (ii) any state or federal investment tax credits or other tax credits associated with the construction or ownership of the Facility; or (iii) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof.

"Event of Default" shall have the meaning set forth in Section 9.1 hereof and shall include the events and conditions described in Section 9.1 and Section 9.2 hereof.

"EWG" shall mean an exempt wholesale generator under 42 U.S.C. §§ 16451 – 16463, as amended from time to time, and FERC's implementing regulations thereunder.

"Facility" shall have the meaning set forth in the Recitals and is more fully described in Exhibit A.

"FCA" shall have the meaning set forth in Section 3.7 hereof.

"FCAQ" shall have the meaning set forth in Section 3.7 hereof.

"FERC" shall mean the United States Federal Energy Regulatory Commission and shall include its successors.

"Financial Closing Date" shall mean the date of the closing of the initial agreements for any Financing of the Facility and of an initial disbursement of funds under such agreements.

"Financing" shall mean any direct or indirect funding for the development, construction or operation of the Facility in connection with any development, bridge, construction, permanent debt or Tax Equity Transaction or refinancing for the Facility, including, without limitation, lease, inverted lease, sale-leaseback, partnership flip, monetization of tax benefits, back leverage financing, credit derivative arrangements, indebtedness, whether secured or unsecured, loans, guarantees, notes, convertible debt, and bond issuances

"Force Majeure" shall have the meaning set forth in Section 10.1(a) hereof.

"GIS" shall mean the NEPOOL Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity generated or consumed within New England.

"GIS Operating Rules" shall mean the NEPOOL Generation Information System Operating Rules effective as of the Effective Date, as amended, superseded, or restated from time to time.

"Good Utility Practice" shall mean compliance with all applicable laws, codes, rules and regulations, all applicable ISO-NE Rules and ISO-NE Practices, and any applicable practices, methods and acts engaged in or approved by a significant portion of developers and operators of energy storage facilities in New England during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods and acts generally accepted by developers and operators of energy storage facilities in New England.

"Governmental Entity" shall mean any federal, state or local governmental agency, authority, department, instrumentality or regulatory body, and any court or tribunal, with jurisdiction over Seller, Buyer or the Facility, but does not include ISO-NE.

"Guaranteed Commercial Operation Date" shall have the meaning set forth in Section 3.1(a)(vi) hereof.

"GWSA" shall mean the Massachusetts Global Warming Solutions Act (Mass. Gen. Laws ch. 298), and such successor laws and regulations as may be in effect from time to time.

"Independent Engineer" shall mean a licensed Professional Engineer with expertise in the development of energy storage projects using the same energy storage technology as the Facility, reasonably selected by and retained by Seller in order to determine the as-built Nameplate Capacity of the Facility as provided in Section 3.4(b)(xi) hereof.

"Interconnecting Utility" shall mean the utility providing interconnection service for the Facility to the Transmission System of that utility.

"Interconnection Agreement" shall mean an agreement between Seller and the Interconnecting Utility and ISO-NE, as applicable, regarding the interconnection of the Facility to the Transmission System of the Interconnecting Utility, as the same may be amended from time to time.

"Interconnection Point" shall have the meaning set forth in the Interconnection Agreement.

"ISO" or **"ISO-NE"** shall mean ISO New England Inc., the independent system operator established in accordance with the RTO arrangements for New England, or its successor.

"ISO-NE Practices" shall mean the ISO-NE practices and procedures for delivery and transmission of energy in effect from time to time and shall include, without limitation, applicable requirements of the NEPOOL Agreement, and any applicable successor practices and procedures.

"ISO-NE Rules" shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, and governing wholesale power markets and transmission in New England, as such rules may be amended from time to time, including but not limited to, the ISO-NE Tariff, the ISO-NE Operating Procedures (as defined in the ISO-NE Tariff), the ISO-NE Planning Procedures (as defined in the ISO-NE Tariff), the Transmission Operating Agreement (as defined in the ISO-NE Tariff), the ISO-NE Participants Agreement, the manuals, procedures and business process documents published by ISO-NE via its web site and/or by its e-mail distribution to appropriate NEPOOL participants and/or NEPOOL committees, as amended, superseded or restated from time to time.

"ISO-NE Tariff" shall mean ISO-NE's Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, superseded or restated from time to time.

"Late Payment Rate" shall have the meaning set forth in Section 5.3 hereof.

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

"Lender" shall mean a party providing Financing for the development, construction or operation of the Facility, or any refinancing of that Financing, including any party

receiving a security interest in the Facility, and shall include financial hedge providers and any assignee or transferee of such a party and any trustee, collateral agent or similar entity acting on behalf of such a party and any party to a sale-leaseback transaction or other tax equity transaction.

"**Letter of Credit**" shall mean an irrevocable, non-transferable standby letter of credit issued by a Qualified Bank utilizing a form acceptable to the Buyer, in a form substantially similar to Exhibit F. All costs relating to any Letter of Credit shall be for the account of the Seller.

"**Meters**" shall have the meaning set forth in Section 4.4(a) hereof.

"**Moody's**" shall mean Moody's Investors Service, Inc., and any successor thereto.

"**MW**" shall mean a megawatt alternating current ("AC").

"**MWh**" shall mean a megawatt-hour (one MWh shall equal 1,000 kWh).

"**Nameplate Capacity**" shall mean the rated peak discharge of the Facility, measured in MW_{AC}, at the Delivery Point.

"**NEPOOL**" shall mean the New England Power Pool and any successor organization.

"**NERC**" shall mean the North American Electric Reliability Corporation and shall include any successor thereto.

"**Network Upgrades**" shall mean upgrades to the Pool Transmission Facilities and the Transmission Provider's transmission system, as determined and identified in the interconnection study approved in connection with construction of the Facility, necessary for the Facility to connect reliably to Transmission Provider's transmission system, including those that are included in Exhibit E.

"**New England Control Area**" shall have the meaning as set forth in the ISO-NE Tariff.

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

"**Operating Period Security**" shall have the meaning set forth in Section 6.1(b) hereof.

[redacted]

[redacted]

"Outage" means a disconnection, separation or reduction in capacity, planned or unplanned, of one or more elements of the Facility.

"Outage Schedule" shall mean the Facility's proposed annual schedule of Outages planned for maintenance of the Facility for the thirty-six (36) month period following the date such schedule is provided.

"Party" and **"Parties"** shall have the meaning set forth in the first paragraph of this Agreement.

"Payment Default" shall have the meaning set forth in Section 9.1(b) hereof.

"Permits" shall mean any permit, authorization, license, order, consent, waiver, exception, exemption, variance or other approval by or from, and any filing, report, certification, declaration, notice or submission to or with, any Governmental Entity required to authorize action, including any of the foregoing relating to the ownership, siting, construction, operation, use or maintenance of the Facility under any applicable Law and the Delivery of RECs in accordance with this Agreement.

"Person" shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, limited partnership, association, trust, unincorporated organization, or Governmental Entity.

"Planned Outage" shall have the meaning set forth in Section 3.5(n) hereof.

"Pool Transmission Facilities" has the meaning given that term in the ISO-NE Rules.

"**Power Cost Reconciliation Tariff**" shall mean a fully reconciling cost recovery tariff mechanism that authorizes the establishment of a distribution charge that fully recovers Buyer's net costs under this Agreement and annual remuneration equal to two and one-quarter percent (2.25%). The rate reconciliation shall be designed in such a way as to limit the build-up of any under or over-recoveries over the course of the year. A reconciliation shall occur at least annually, but may also be reconciled quarterly or monthly, to the extent necessary to eliminate regulatory lag for the recovery of costs or crediting of over-recoveries to customers.

"Price" shall mean the price for RECs referenced in Section 5.1 hereof and set forth on Exhibit D.

"Products" shall mean any and all Capacity, Energy, Ancillary Services, and any other products, services or benefits of, arising from, or associated with the Facility (whether or not saleable in ISO-NE or any other electric wholesale market), but shall not include any RECs (including any Environmental Attributes).

"**Proposed Facility Size**" shall be 168 MW as stated in Exhibit A.

"**Purchased Power Accounting Authorization**" shall mean authorization for Buyer, at Buyer's sole discretion, to take appropriate steps to assure avoidance of a material, negative balance sheet impact on Buyer or Buyer's direct or indirect parent company, upon appropriate filing with and approval by the Department; provided that such Purchased Power Accounting Authorization shall not impact Buyer's obligations hereunder, including Buyer's obligation to purchase the RECs under this Agreement or the Price Buyer pays for such RECs.

"QF" or **"Qualifying Facility"** shall mean a cogeneration or small power production facility which meets the criteria as defined by FERC in Title 18, Code of Federal Regulations, §§ 292.201 through 292.207, as amended from time to time.

"Qualified Bank" shall mean a U.S. commercial bank or the U.S. branch office of a foreign bank, in either case, having (x) assets on its most recent audited balance sheet of at least $10,000,000,000 and (y) a rating for its senior long-term unsecured debt obligations of at least (A) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (B) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both.

"**Regionalized Transmission Costs**" shall mean any costs related to the Network Upgrades and/or the interconnection of the Facility to the Transmission System of the Interconnecting Utility that are collected under the ISO-NE Tariff or ISO-NE Rules or under any tariff or other cost recovery mechanism for regionalized transmission facilities, including without limitation transmission facilities providing service to Seller pursuant to a separate solicitation conducted by the DOER.

"Regulatory Approval" shall mean the Department's approval of this entire Agreement (including any amendment of this Agreement as provided for herein), which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83E and the regulations promulgated thereunder in effect at the time of approval and that all of the terms of such Section 83E and such regulations apply to this Agreement; (2) definitive and final regulatory authorization for Buyer to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff and/or other cost recovery or reconciliation mechanisms; (3) definitive and final regulatory authorization for Buyer to recover remuneration of two and one-quarter percent (2.25%)

of Buyer's annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; and (4) approval of any Purchased Power Accounting Authorization requested by Buyer in connection with the Regulatory Approval. Such approval, confirmation and authorizations shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing.

"Renewable Energy Certificates" or **"RECs"** shall mean all of the Certificates (including without limitation Clean Peak Energy Certificates) and any and all other Environmental Attributes associated with the Energy or otherwise produced by the Facility including, but not limited to, those which satisfy the RPS for a RPS Class I Renewable Generation Unit, the Clean Peak Standard, the CES, [redacted] and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of generation or discharging of Energy from the Facility.

"RPS" shall mean the requirements under Massachusetts laws and regulations as in effect from time to time for retail electricity suppliers in Massachusetts to provide a minimum percentage of electricity from renewable energy resources, and such successor laws and regulations.

"RPS Class I Renewable Generation Unit" shall mean a Generation Unit termed a New Renewable Generation Unit in a Statement of Qualification issued by the DOER pursuant to 225 CMR 14.00 or such successor regulation.

"RTO" shall mean ISO-NE, and any successor organization of or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to FERC's Order No. 2000 and FERC's corresponding regulations, or any successor organization, or any other entity authorized to exercise comparable functions in subsequent orders or regulations of FERC.

"S&P" shall mean Standard & Poor's Financial Services LLC and any successor thereto.

"**Section 83E**" shall have the meaning set forth in the recitals hereof.

"Seller" shall have the meaning set forth in the first paragraph hereof.

"Seller's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"Services Term" shall have the meaning set forth in Section 2.2(b) hereof.

"**Statement of Qualification**" shall mean a written document from the DOER that qualifies a Clean Peak Resource under 225 CMR 14.02 and/or 225 CMR 21.00 or such successor regulation.

"**Tax Equity Transaction**" shall mean, with respect to Seller, any transaction or series of transactions pursuant to which (i) a Person either (A) obtains less than one hundred percent (100%) of the equity interests in Seller or any entity that has an interest in Seller in connection with a partnership flip transaction or (B) obtains all of the equity interests in Seller in connection with a lease, inverted lease or sale leaseback transaction (in either case, such Person, a "**Tax Equity Investor**"), (ii) such transaction or series of transactions does not result in a change in Control of Seller, subject to the Tax Equity Investor's right to vote in any major decision with respect to Seller, and (iii) Seller retains control of the Facility.

"Term" shall have the meaning set forth in Section 2.2(a) hereof.

"Termination Payment" shall have the meaning set forth in Section 9.3(b) hereof.

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

"Transmission System" shall mean the transmission facilities operated by a Transmission Provider, now or hereafter in existence, which provide energy transmission service for the Energy to or from the Delivery Point.

"**Unit Contingent**" shall mean that the Certificates are to be supplied only from the Facility and only to the extent that the Facility is storing or discharging Energy.

"Unplanned Outage" shall mean any time period during which the Facility is offline other than during a Planned Outage.

2. EFFECTIVE DATE; TERM

2.1 Effective Date. Subject in all respects to Article 8, this Agreement is effective as of the Effective Date.

2.2 Term.

(a) The **"Term"** of this Agreement is the period beginning on the Effective Date and ending upon the final settlement of all obligations hereunder after the expiration of the Services Term or the earlier termination of this Agreement in accordance with its terms.

(b) The **"Services Term"** is the period during which Buyer is obligated to purchase RECs Delivered to Buyer by Seller commencing on the Commercial Operation Date

and continuing for a period of 20 years from the Commercial Operation Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

(c) [redacted]

(d) At the expiration of the Term or earlier termination of this Agreement pursuant to the terms hereof, the Parties shall no longer be bound by the terms and provisions hereof, except (i) to the extent necessary to make payments of any amounts owed to the other Party arising prior to or resulting from termination of, or on account of a breach of, this Agreement, (ii) to the extent necessary to enforce the rights and the obligations of the Parties arising under this Agreement before such expiration or termination, and (iii) the obligations of the Parties hereunder with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement.

3. FACILITY DEVELOPMENT AND OPERATION

3.1 Critical Milestones.

(a) Subject to the provisions of Section 3.1(d), commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones ("**Critical Milestones**") on or before the dates set forth in this Section 3.1(a), in each case subject to extension pursuant to Sections 3.1(c), 3.1(d) and 10.1 hereof:

(i) receipt of all Permits necessary to construct the Facility, as set forth in Exhibit B, in final form, by December 31, 2027;

(ii) acquisition of all required real property rights necessary for construction and operation of the Facility and the interconnection of the Facility to the Interconnecting Utility and such rights for the construction of Network Upgrades in full and final form with all options and/or contingencies having been exercised demonstrating complete site control as set forth in Exhibit B, by December 31, 2027;

(iii) filing of the application for the Statement of Qualification with the DOER by December 30, 2028;

(iv) achievement of the Financial Closing Date by January 31, 2028;

(v) execution of the Interconnection Agreement by all parties thereto by October 31, 2027; and

(vi) achievement of the Commercial Operation Date and receipt of the Statement of Qualification by December 31, 2028 (**"Guaranteed Commercial Operation Date"**).

(b) Seller shall provide Buyer with written notice of the achievement of each Critical Milestone within seven (7) days after that achievement, which notice shall include information demonstrating with reasonable specificity that such Critical Milestone has been achieved. Seller acknowledges that Buyer will receive such notice solely to monitor progress toward the Commercial Operation Date, and Buyer shall have no responsibility or liability for the development, construction, operation or maintenance of the Facility.

(c) Seller may elect to extend all of the dates for the Critical Milestones not yet achieved by up to two (2) six-month periods from the applicable dates set forth in Section 3.1(a) by posting additional Development Period Security in an amount equal to $905,352 for each such six-month period. Any such election shall be made in a written notice delivered to Buyer on or prior to the first date for a Critical Milestone that has not yet been achieved (as such date may have previously been extended).

(d) To the extent a Force Majeure event pursuant to Section 10.1 has occurred that prevents the Seller from achieving the Critical Milestone date related to (i) acquisition of real property rights necessary for interconnection of the Facility to the Interconnecting Utility (Section 3.1(a)(ii)), (ii) receipt of a Statement of Qualification (Section 3.1(a)(iii)) or (iii) the Commercial Operation Date (Section 3.1(a)(vi)) by the applicable Critical Milestone date, the Critical Milestone date(s) impacted by such Force Majeure event shall be extended for the duration of the Force Majeure event, but under no circumstances shall extensions of those Critical Milestone dates due to Force Majeure events exceed twelve (12) months beyond the applicable Critical Milestone date, and further provided, that the Seller shall not have the right to declare a Force Majeure event related to the Permits Critical Milestone (Section 3.1(a)(i)), the acquisition of real property rights other than for interconnection of the Facility with the Interconnecting Utility (Section 3.1(a)(ii)), the Financing Critical Milestone (Section 3.1(a)(iii)), or the execution of the Interconnection Agreement (Section 3.1(a)(iv)).

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

(f) Notwithstanding the other provisions of this Agreement, or the rights of Seller under Sections 3.1(c), 3.1(d) and 10.1, in no event shall the Guaranteed Commercial Operation Date be extended beyond December 31, 2030.

3.2 Delay Damages.

(a) If the Commercial Operation Date is not achieved by the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c), 3.1(d) and 10.1), Seller shall pay to Buyer damages for each day from and after such date in an amount equal to $18,107, commencing on the Guaranteed Commercial Operation Date (as extended pursuant to Sections 3.1(c), 3.1(d) and 10.1) and ending on the earlier of (i) the Commercial Operation Date, (ii) the date that Buyer exercises its right to terminate this Agreement under Section 9.3, [redacted] (**"Delay Damages"**). Delay Damages shall be due under this Section 3.2(a) without regard to whether Buyer exercises its right to terminate this Agreement pursuant to Section 9.3; provided, however, that if Buyer exercises its right to terminate this Agreement under Section 9.3, Delay Damages shall be due and owing to the extent that such Delay Damages were due and owing at the date of such termination.

(b) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to Seller's delay in achieving the Commercial Operation Date by the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Delay Damages as agreed to by the Parties and set forth herein are a fair and reasonable calculation of such damages. Notwithstanding the foregoing, this Article shall not limit the amount of damages payable to Buyer if this Agreement is terminated as a result of Seller's failure to achieve the Commercial Operation Date. Any such termination damages shall be determined in accordance with Article 9.

(c) By the tenth (10th) day following the end of the calendar month in which Delay Damages first become due and continuing by the tenth (10th) day of each calendar month during the period in which Delay Damages accrue (and the following months if applicable), Buyer shall deliver to Seller an invoice showing Buyer's computation of such damages and any amount due Buyer in respect thereof for the preceding calendar month. No later than ten (10) days after receiving such an invoice, Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. If Seller fails to pay such amounts when due, Buyer may draw upon the Development Period Security for payment of such Delay Damages, and Buyer may exercise any other remedies available for Seller's default hereunder.

3.3 Construction and Changes in Capacity.

(a) Construction of Facility. Seller shall construct the Facility as described in Exhibit A, in accordance with Good Utility Practice, the manufacturer's guidelines for all material components of the Facility and all requirements of the ISO-NE Rules and ISO-NE Practices. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide construction functions, so long as Seller maintains overall control over the construction of the Facility through the Term.

(b) Capacity Deficiency. To the extent that Seller has constructed the Facility in accordance with Good Utility Practice, and met all other requirements for the Commercial Operation Date under Section 3.4(b) of this Agreement, including, without limitation, the requirement that the Actual Facility Size as of the Commercial Operation Date is at least ninety percent (90%) of the Proposed Facility Size, but a Capacity Deficiency exists on the Commercial Operation Date as permitted by Section 3.4(b), then on the Commercial Operation Date, the Nameplate Capacity and Contract Maximum Amount shall be automatically and permanently reduced commensurate with the Capacity Deficiency, which reduced Nameplate Capacity, and Contract Maximum Amount shall be stated in a notice from Buyer to Seller, which notice shall be binding absent manifest error.

(c) Increase in Facility Size. To the extent that Seller has constructed the Facility in accordance with Section 3.3(a), and met all other requirements under Section 3.4(b) of this Agreement, if the Independent Engineer's certification provides that the Actual Facility Size exceeds the Proposed Facility Size as provided in Exhibit A, the Buyer's Percentage Entitlement will be reduced accordingly.

(d) Progress Reports. Within ten (10) days of the end of each calendar quarter after the Effective Date and continuing until the Commercial Operation Date, Seller shall provide Buyer with a progress report regarding the development, construction and start-up of the Facility and Critical Milestones not yet achieved, including projected time to completion of the Facility, in accordance with the form attached hereto as Exhibit C, and shall provide supporting documents and detail supporting any claim that a Critical Milestone has been achieved and other documents and details upon Buyer's request. Seller shall permit Buyer and its advisors and consultants to review and discuss with Seller and its advisors and consultants such progress reports during business hours and upon reasonable notice to Seller.

(e) Site Access. Buyer and its representatives shall have the right but not the obligation, during business hours and upon reasonable notice to Seller, to inspect the Facility site and view the construction of the Facility, provided, that (i) Buyer and its representatives shall observe all applicable Facility safety and access rules while such representatives are at the Facility Site, and (ii) Seller may remove any such authorized individuals from the Facility Site if they have violated any of the Facility safety and access rules.

3.4 Commercial Operation.

(a) Seller's obligation to Deliver the RECs and Buyer's obligation to pay Seller for such RECs commences following the Commercial Operation Date; provided, that such date shall not occur earlier than twelve (12) months prior to the Guaranteed Commercial Operation Date.

(b) The Commercial Operation Date shall occur on the date on which the Facility as described in Exhibit A is completed subject, if applicable, to a Capacity Deficiency so long as (i) the Actual Facility Size on the Commercial Operation Date is (A) no less than ninety percent (90%) of the Proposed Facility Size set forth in Exhibit A, and (B) capable of regular commercial operation in accordance with Good Utility Practice and the manufacturer's guidelines for all material components of the Facility, (ii) all requirements of the ISO-NE Rules and ISO-NE Practices required to be satisfied by Seller for the Delivery of the RECs have been satisfied, and (iii) all Performance Testing for the Facility has been successfully completed, provided Seller has also satisfied the following conditions precedent and provided documentation to Buyer of such satisfaction, as of such date:

(i) transmission and interconnection facilities and any and all Network Upgrades are complete and in-service, including those included in Exhibit E, and final acceptance and authorization to interconnect the Facility from ISO-NE or the Interconnecting Utility has been received in accordance with the fully executed Interconnection Agreement and as required to interconnect the Facility at the Interconnection Point at a level that is capable of satisfying the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard both as defined under the ISO-NE Rules;

(ii) Seller has obtained and demonstrated possession of all Permits required for the lawful construction and operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility (including any Network Upgrades) and for Seller to perform its obligations under this Agreement, including but not limited to Permits related to environmental matters, all as set forth on Exhibit B;

(iii) Seller has acquired all real property rights needed to construct and operate the Facility, interconnect the Facility to the Interconnecting Utility, construct the Network Upgrades (to the extent that it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement;

(iv) Seller has obtained qualification by the DOER qualifying the Facility as a Clean Peak Resource;

(v) Seller (or the party with whom Seller contracts pursuant to Section 3.5(e)) has established all ISO-NE-related accounts and entered into all ISO-NE-related agreements required for the performance of Seller's obligations in connection with the Facility and this Agreement, which agreements shall be in full force and effect, including registering the Facility in ISO-NE for use as a dispatchable energy storage resource;

(vi) Seller has registered the Facility in the GIS;

(vii) Seller has successfully completed all pre-operational testing and commissioning in accordance with manufacturer guidelines;

(viii) Seller has satisfied all Critical Milestones that precede the Commercial Operation Date in Section 3.1;

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

(x) the Facility is owned or leased by, and under the care, custody and control of, Seller;

(xi) Seller has delivered to Buyer:

(A) an Independent Engineer's certification (i) that the Facility has been completed in all material respects (excepting punchlist items that do not materially and adversely affect the ability of the Facility to operate as intended hereunder) in accordance with this Agreement, and (ii) the Actual Facility Size; and

(B) certificates of insurance evidencing the coverages required under Section 3.5(i); and

(C) the Operating Period Security;

(xii) Seller has demonstrated that it can reliably transmit real-time data and measurements to ISO-NE; and

(xiii) Seller has received the Statement of Qualification.

3.5 Operation of the Facility.

(a) Compliance with Utility Requirements. Seller shall comply with, and shall cause the Facility to comply with Good Utility Practice and all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by ISO-NE, any Transmission Provider, any Interconnecting Utility, NERC and/or any regional reliability entity, including, in each case, all practices, requirements, rules, procedures and standards related to Seller's construction, ownership, operation and maintenance of the Facility and its performance of its obligations under this Agreement, whether such requirements were imposed prior to or after the Effective Date. Seller shall be solely responsible for registering as the "Storage Facility Seller" and "Storage Facility Operator" of the Facility with NERC and any applicable regional reliability entities, as applicable.

(b) Permits. Seller shall maintain or cause to be maintained in full force and effect all Permits necessary for it to perform its obligations under this Agreement, including all Permits necessary to construct, operate and maintain the Facility.

(c) Maintenance and Operation of Facility. Seller shall, at all times during the Term, construct, maintain and operate the Facility in accordance with Good Utility Practice and in accordance with Exhibit A to this Agreement. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide construction, operation and maintenance functions, so long as Seller maintains overall control over the construction, operation and maintenance of the Facility throughout the Term.

(d) Interconnection Agreement. Seller shall comply with the terms and conditions of the Interconnection Agreement and shall be responsible for obtaining interconnection of the Facility at the Interconnection Point at a level that is capable of satisfying both the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard under the ISO-NE Rules.

(e) ISO-NE Status. Seller shall, at all times during the Services Term, either: (i) be an ISO-NE "Market Participant" pursuant to the ISO-NE Rules; or (ii) have entered into an agreement with a Market Participant that shall perform all of Seller's ISO-NE-related obligations in connection with the Facility and this Agreement.

(f) Forecasts; Operating Records.

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

historical performance, maintenance schedules, and other relevant data and considerations. Any notable changes from prior forecasts or historical Facility performance shall be noted and an explanation provided. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules and ISO-NE Practices.

(ii) Operating Records. Seller shall maintain complete and accurate records of all information related to the design, construction and operation of the Facility and information necessary for the proper administration of this Agreement and for Seller to comply with its obligations under this Agreement, consistent with Good Utility Practice.

(g) Clean Peak Resource. [redacted] Seller shall be solely responsible at Seller's cost for qualifying the Facility as a Clean Peak Resource, for satisfying all requirements in order to provide for unit-specific accounting of Environmental Attributes, enabling the Massachusetts Department of Environmental Protection to accurately account for the Energy in the state greenhouse gas emissions inventory created under chapter 298 of the Acts of 2008, for arranging for providing meter data for the Facility to the Clean Peak Standard program administrator designated by DOER from time to time, and for maintaining such qualifications throughout the Services Term. [redacted] Seller, or its designee, shall take all actions necessary to register for and maintain participation in the GIS to register, monitor, track, and transfer all Environmental Attributes. Seller shall provide such additional information as Buyer may reasonably request relating to such qualification and participation and the registration, monitoring, tracking and transfer of Environmental Attributes.

(h) Compliance and Outage Reporting. Within thirty (30) days following the end of each calendar quarter, Seller shall provide Buyer information pertaining to emissions, labor information and any other information related to the Facility to the extent required by Buyer to comply with the records, reporting or disclosure requirements contained under applicable Law and any other such disclosure regulations which may be imposed upon Buyer during the Term relating to Buyer's purchase of RECs hereunder, which information requirements will be provided to Seller by Buyer at least fifteen (15) days before the beginning of the calendar quarter for which the information is required. To the extent Buyer is subject to any other certification or compliance reporting requirement with respect to this Agreement, Seller shall provide any information accessible by Seller as requested by Buyer to permit Buyer to comply with any such reporting requirement. In addition, Seller shall promptly (within twenty-four (24) hours) notify Buyer of any Unplanned Outage or significant limit on the capability of the Facility to charge and discharge that extends for a period of seventy-two (72) hours or more, and Seller shall provide such updates regarding any such events as Buyer may request.

(i) Insurance. Throughout the Term, and without limiting any liabilities or any other obligations of Seller hereunder, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-" by the A.M. Best Company (or any successor thereto) the insurance coverage and with the deductibles that are customary for a generating facility of the type and size of the Facility and as otherwise legally required. At a minimum such coverage shall include: (i) Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than $1,000,000; (ii) Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $15,000,000 per occurrence and annual aggregate; (iii) Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident and (iv) Sudden and Accidental Pollution Liability insurance, if applicable, to remain in force for the duration of the Term. Insurance as required in this Section 3.5(i) shall apply to bodily injury; property damage including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 per loss, with an annual aggregate of at least $10,000,000. All policies contemplated above, other than Workers' Compensation and Errors and Omissions, shall be endorsed to include, Buyer, its affiliates and their respective directors, officers, employees and agents, as additional insureds. The limits required under this Agreement may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds. Upon the execution of this Agreement, and at each subsequent policy renewal date thereafter, Seller shall provide Buyer with a certificate of insurance and copies of such additional insured endorsements which (i) shall include Buyer as an additional insured on each policy, (ii) shall evidence a firm obligation of the insurer to provide Buyer with thirty (30) days prior written notice of cancellation or non-renewal of coverage except for ten (10) days' notice for non-payment of premium (provided that Seller shall use commercially reasonable efforts to increase this period to thirty (30) days when renewing or adding coverage) (for coverage modifications that may adversely affect Buyer, Seller shall provide Buyer with thirty (30) days prior written notice), and (iii) shall be endorsed by a Person who has authority to bind the insurer. If any coverage is written on a "claims-made" basis, the certification accompanying the policy shall conspicuously state that the policy is "claims made."

(j) Contacts. Each Party shall identify a principal contact or contacts, which contact(s) shall have adequate authority and expertise to make day-to-day decisions with respect to the administration of this Agreement.

(k) Compliance with Law. Without limiting the generality of any other provision of this Agreement, Seller shall be responsible for complying with all applicable requirements of Law, including all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by FERC and any other Governmental Entity, whether imposed pursuant to existing Law or procedures or pursuant to changes enacted or implemented during the Term, including all risks of operational and environmental matters relating to the Facility or the Facility site. Seller shall indemnify Buyer against any and all claims arising out of or related to such environmental matters and against any costs imposed on Buyer related to such operational or environmental matters or Seller's violation of any applicable Law, or ISO-NE or NERC requirements. For the avoidance of doubt, Seller shall be responsible for procuring, at its expense, all Permits and governmental approvals required for the construction and operation of the Facility in compliance with applicable requirements of Law.

(l) FERC Status. Seller shall be responsible for ensuring that it is in compliance with all FERC directives and requirements necessary for Seller to fulfill its obligations under this Agreement. As part of Seller's satisfaction of this responsibility, to the extent required by applicable Law, Seller shall maintain the status of the Facility as a QF or EWG at all times on and after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output of the Facility at market-based rates, including market-based rate authority to the extent applicable. If Seller certifies the Facility as a QF, for so long as this Agreement is in effect, Seller waives, and agrees not to assert any rights Seller may have to require Buyer to purchase or transmit electric power or to pay a specified price for electric power by virtue of the status of the Facility as a QF.

(m) Emissions. Seller shall be responsible for all costs associated with the Facility's emissions, including the cost of procuring emission reductions, offsets, allowances or similar items associated with the Facility's emissions, to the extent required to operate the Facility. Without limiting the generality of the foregoing, failure or inability of Seller to procure emission reductions, offsets, allowances or similar items associated with the Facility's emissions shall not constitute a Force Majeure.

(n) Maintenance. No later than (a) the Commercial Operation Date and (b) two months prior to the end of each calendar year thereafter during the Term, Seller shall submit to Buyer a schedule of planned maintenance for the following calendar year for the Facility. Throughout the Term, Seller shall coordinate all planned maintenance with ISO-NE, consistent with ISO-NE Rules, and shall promptly provide applicable information concerning scheduled Outages ("**Planned Outages**"), as determined by ISO-NE, to Buyer. Seller shall not schedule maintenance of the Facility during the months of December, January and February and June through September; provided however that planned maintenance may be scheduled during such months to the extent the failure to perform such planned maintenance is contrary to operation of the Facility in accordance with Good Utility Practice, and provided further that planned maintenance may be scheduled during such months on days where CPECs would not be generated pursuant to the Clean Peak Standard.

3.6 Interconnection and Delivery Services.

(a) Seller shall be responsible for all costs associated with Network Upgrades, including, but not limited to, interconnection of the Facility at the Interconnection Point at a level that is capable of satisfying both the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard under the ISO-NE Rules (including the construction of those facilities described in Exhibit E), consistent with all standards and requirements set forth by the FERC, ISO-NE, any other applicable Governmental Entity and the Interconnecting Utility. Seller shall be responsible for procuring delivery service to and at the Delivery Point and all costs associated with it.

(b) Seller shall defend, indemnify and hold Buyer harmless against any and all liabilities, fees, costs and expenses, including but not limited to reasonable attorneys' fees relating to or arising due to Seller's performance or failure to perform under the Interconnection Agreement or any agreement for delivery service associated with Seller's performance of its obligations under this Agreement.

3.7 Forward Capacity Market Participation.

Seller shall participate in ISO-NE's Forward Capacity Auction Qualification ("**FCAQ**"), or any substantially similar successor program, process for, and take all other necessary and appropriate actions to qualify for, the Forward Capacity Auction ("**FCA**"), or any substantially similar successor program, for the first full Capacity Commitment Period during the Services Term with a summer Seasonal Claimed Capability and a winter Seasonal Claimed Capability in each case not less than the respective maximum Seasonal Claimed Capabilities as determined by ISO-NE for the Facility, including qualifying the Seasonal Claimed Capabilities described in the Bid for Capacity Capability Interconnection Standard interconnection. Notwithstanding the above, actual Seller participation in any FCA, or any substantially similar successor program, or obtaining a Capacity Supply Obligation shall not be required, but may be pursued at the option of Seller. Seller will provide Buyer with copies of all technical reports and studies provided to and/or by ISO-NE as part of the FCAQ, or any substantially similar successor program, process for the Facility, as described in this Section 3.7, promptly after the date on which those materials are provided to and/or by ISO-NE. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maximize the summer and winter Seasonal Claimed Capabilities for the Facility consistent with the technical reports and studies provided to and/or by ISO-NE and with the Bid. Seller will provide Buyer with written notice of the summer and winter Seasonal Claimed Capabilities for the Facility and the Network Upgrades required to satisfy both the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard at the Interconnection Point at those Seasonal Claimed Capabilities within fifteen (15) days after the determination thereof by ISO-NE.

4. DELIVERY OF RECs

4.1 Obligation to Sell and Purchase RECs.

(a) Beginning on the Commercial Operation Date, Seller shall sell and Deliver, and Buyer shall purchase and receive all right, title and interest in and to, Buyer's Percentage Entitlement of the RECs, in accordance with the terms and conditions of this Agreement. Subject to Section 9.2(c), the obligations for Seller to sell and Deliver the RECs and for Buyer to purchase and receive the same hereunder are Unit Contingent and shall be subject to the operation of the Facility. Seller agrees that Seller will not curtail or otherwise reduce deliveries of the RECs in order to sell such RECs to other purchasers.

(b) Buyer shall have no purchase or payment obligation to the extent the RECs provided by Seller to Buyer fail to qualify and meet the requirements of the Clean Peak Standard as provided above. The foregoing shall not be construed to limit any of Buyer's rights under Section 9.2 (l) and Section 9.3 of this Agreement; [redacted]

(c) Seller shall Deliver Buyer's Percentage Entitlement of the RECs produced by or associated with the Facility on a Unit Contingent basis, up to and including the Contract Maximum Amount consistent with the Delivery Schedule attached as Exhibit G, exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such RECs or any right, claim, certificate or other attribute associated with such RECs to any Person other than Buyer during the Services Term. Seller shall not enter into any agreement or arrangement under which such RECs can be claimed by any Person other than Buyer. Buyer shall have the exclusive right to resell or convey the RECs in its sole discretion and at its sole cost and liability. Environmental Attributes in excess of the Contract Maximum Amount shall not be deemed RECs to be sold and purchased under this Agreement, and Buyer shall have no obligation to purchase the same.

(d) To the extent that Seller receives any payment or other consideration for any RECs to be purchased under this Agreement directly from any other Person, Seller shall hold such payment or other consideration in trust for the benefit of Buyer and shall promptly remit such payment or other consideration to Buyer in the form so received, or if not transferrable in such form, in the cash equivalent of such form.

(e) Buyer shall have no obligation to purchase any Products during the Term, and Seller shall have the right to sell all other Products generated during the Term to other parties.

4.2 Delivery.

(a) During the Services Term and in accordance with Section 4.1, Seller shall Deliver the RECs to be sold and purchased hereunder within the GIS in accordance with this Agreement and all GIS Operating Rules.

(b) Without limiting the generality of this Section 4.2, Seller or the party with whom Seller contracts pursuant to Section 3.5(e) shall at all times during the Services Term be designated with ISO-NE as the "Lead Market Participant" (or any successor designation) for the Facility and shall be solely responsible for any obligations and liabilities imposed by NERC, the Interconnecting Utility, ISO-NE or under the ISO-NE Rules and ISO-NE Practices with respect to the Facility, including all charges, penalties, financial assurance obligations, losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE or applicable system costs or charges associated with distribution and transmission. To the extent Buyer incurs such costs, charges, penalties or losses which are the responsibility of Seller, (including amounts not credited to Buyer as described in Section 4.2(a)), Seller shall reimburse Buyer for the same.

4.3 Delivery Point.

(a) All Energy shall be Delivered by Seller at the Delivery Point. Seller shall be responsible for the costs of delivering Energy to the Delivery Point consistent with all standards and requirements set forth by the FERC, ISO-NE, and any other applicable Governmental Entity or applicable tariff.

(b) Seller shall be responsible for all applicable charges associated with distribution or transmission interconnection, service and delivery charges, including all related ISO-NE administrative fees, uplift, socialized charges, all costs for Network Upgrades, and all other charges in connection with the satisfaction of Seller's obligations hereunder, including without limitation the Delivery of Energy to and at the Delivery Point. Consistent with the foregoing, the amount to be paid for any RECs hereunder will be reduced to reflect any Regionalized Transmission Costs as provided in Exhibit D. Seller shall indemnify and hold

harmless Buyer for any such charges, fees, costs or expenses imposed upon Buyer by operation of ISO-NE Rules or otherwise in connection with Seller's performance of its obligations hereunder.

4.4 Metering.

(a) Metering. All electric metering associated with the Facility, including the meter at the Delivery Point and any other real-time meters, billing meters and back-up meters (collectively, the **"Meters"**), shall be installed, operated, maintained and tested at Seller's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by NERC, the Interconnecting Utility, ISO-NE, DOER, and the Massachusetts Clean Energy Technology Center and any other Program Administrator under the Clean Peak Standard; provided that each Meter shall be tested at Seller's expense once each Contract Year. All Meters used to provide data for the creation of RECs shall be sealed and the seal shall only be broken when such Meters are to be inspected and tested (or adjusted) in accordance with this Section 4.4 and the Interconnection Agreement. Seller shall provide Buyer with a copy of all metering and calibration information and documents regarding the Meters promptly following receipt thereof by Seller. Upon request, Seller shall provide Buyer with additional information regarding the metering of Charging Energy and Discharged Energy.

(b) Measurements. Readings of the Meters at the Delivery Point by the Interconnecting Utility (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Discharged Energy discharged by, and Charging Energy used by, the Facility; provided however, that Seller, upon request of Buyer and at Buyer's expense (if more frequently than annually as provided for in Section 4.4(a)), shall cause the Meters to be tested by the Interconnecting Utility, and if any Meter is out of service or is determined to be registering inaccurately by more than two percent (2%), (i) the measurement of Discharged Energy discharged by, and Charging Energy used by, the Facility shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, in accordance with the filed tariff of such Interconnecting Utility or the ISO-NE Tariff, whichever is applicable, and Seller shall cause the RECs to be adjusted in the GIS to reflect any correction to the meter data pursuant to the GIS Operating Rules. Seller shall make recorded meter data available monthly to the Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test (at its own expense) any of the Meters at reasonable times and upon reasonable notice from Buyer to Seller, subject to the terms of the Interconnection Agreement. Buyer shall have the right to have a representative present during any testing or calibration of the Meters by Seller. Seller shall provide Buyer with timely notice of any such testing or calibration.

(d) Audit of Meters. Buyer shall have access to the Meters and the right to audit all information and test data related to such Meters, subject to the terms of the Interconnection Agreement.

(e) Notice of Malfunction. Seller shall provide Buyer with prompt notice of any malfunction or other failure of the Meters or other telemetry equipment necessary to accurately report the quantity of Energy being produced by the Facility. If any Meter is found to be inaccurate by more than two percent (2%), the meter readings shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder.

(f) Telemetry. The Meters shall be capable of sending meter telemetry data, and Seller shall provide Buyer with simultaneous access to such data at no additional cost to Buyer. This provision is in addition to Seller's requirements under ISO-NE Rules and Practices, including ISO-NE Operating Procedure No. 18.

4.5 Delivery of RECs.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to Buyer's Percentage Entitlement of Environmental Attributes (including RECs) produced by the Facility during the Services Term in accordance with the terms of this Section 4.5.

(b) All RECs Delivered by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility pursuant to the Clean Peak Standard [redacted]

(c) In addition to maintaining eligibility for the Clean Peak Standard and the Other Program (each as provided herein), at Buyer's request and at Seller's sole cost, Seller shall also obtain and maintain throughout the Services Term qualification under any clean energy standard, energy storage standard, renewable portfolio standard or similar law or program of each of Connecticut, Maine, Massachusetts, New Hampshire, New York and Rhode Island and any federal clean energy, stored energy or renewable energy standard, law or program, in each case to the extent the Facility is eligible under standard or similar law or program. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maintain such additional qualifications at all times during the Services Term unless otherwise agreed by Buyer [redacted] Seller shall submit to Buyer or as directed by Buyer any information required by any state or federal agency with regard to administration of its rules regarding Environmental Attributes or its renewable energy standard, clean energy standard or renewable portfolio standard or Seller's qualification under the foregoing.

(d) Seller shall comply with all GIS Operating Rules, including without limitation such Rules relating to the creation, tracking, recording and transfer of all RECs to be purchased by Buyer under this Agreement. In addition, at Buyer's request, Seller shall (i) request that all RECs to be purchased by Buyer reflect hourly or other settlement interval-specific information to the extent available in the GIS and (ii) register with and comply with the rules and requirements of any other tracking system or program that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes, which compliance shall be at Seller's cost.

(e) Prior to the Delivery of any RECs hereunder, either (i) Seller shall cause Buyer to be registered in the GIS as the initial owner of all Certificates to be Delivered hereunder to Buyer or (ii) Seller and Buyer shall effect an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) to the extent available of the Certificates to be Delivered hereunder to Buyer in the GIS for the Services Term; in the event that a Forward Certificate Transfer is not available, Seller shall utilize the GIS to transfer the Certificates required to be transferred hereunder to the GIS account designated by the Buyer on or before the tenth (10th) Business Day after the applicable GIS Trading Period opens. Further, provided, however, no payment shall be due to Seller for any RECs until the Certificates are actually deposited into the GIS account designated by Buyer to Seller in writing.

(f) The Parties intend for the transactions entered into hereunder to be physically settled, meaning that the RECs are intended to be Delivered in the GIS account of Buyer or its designee as set forth in this Section 4.5. Buyer shall maintain a GIS account at its sole expense, or designate another account in the GIS for Delivery of RECs under this Agreement.

(g) For the avoidance of doubt, the Parties intend that Seller shall Deliver to Buyer or otherwise cause Buyer to receive the Environmental Attributes to be transferred to Buyer under this Agreement. Promptly following a request by Buyer, Seller shall execute, deliver, register, qualify, file, and take any other action that may be necessary or desirable for Seller to Deliver the Environmental Attributes to Buyer or to enable Buyer to receive and use the value of the Environmental Attributes.

5. PRICE AND PAYMENTS

5.1 Price for RECs. All RECs Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price per REC Delivered as specified in Exhibit D. The Price is firm and not subject to change or adjustment. Except as provided in Section 4.1(b), Buyer shall have no obligation to purchase RECs that do not qualify and meet the requirements of the Clean Peak Standard. Other than the (i) payment under this Section 5.1, (ii) payments related to Meter malfunctions under Section 4.4(e), (iii) payment of interest on late payments under Section 5.3, (iv) payments for reimbursement of Buyer's Taxes under Section 5.4(a), (v) return of any Credit Support under Section 6.3, and (vi) payment of any Termination Payment due from

Buyer under Section 9.3, Buyer shall not be required to make any other payments to Seller under this Agreement, and Seller shall be solely responsible for all costs and losses incurred by it in connection with the performance of its obligations under this Agreement.

5.2 Payment and Netting.

(a) Billing Period. The calendar quarter shall be the standard period for all charges and payments under this Agreement. On or before the thirtieth (30th) day of each calendar quarter, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder, based on the Certificates deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller and any other amounts due from Buyer to Seller in writing prior to or on the thirtieth (30^{th}) day of such calendar quarter. Such invoice shall contain supporting detail for all charges reflected on the invoice, and Seller shall provide Buyer with additional supporting documentation and information as Buyer may request. Additionally, Seller shall provide to Buyer on a monthly basis by the 15^{th} day of each month during the Services Term the MWh of energy and REC production at the Facility during the immediately preceding month.

(b) Timeliness of Payment. All undisputed charges shall be due and payable in accordance with each Party's invoice instructions on or before the later of (x) fifteen (15) days from receipt of the applicable invoice or (y) the last day of the calendar month after the month in which the applicable invoice was received (or in either event the next Business Day if such day is not a Business Day). Each Party shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Late Payment Rate, such interest to be calculated from and including the due date to, but excluding, the date the delinquent amount is paid in full.

(c) Disputes and Adjustments of Invoices. Within twelve (12) months of the issuance of an invoice the Seller shall adjust any invoice for any arithmetic or computational error and shall provide documentation and information supporting such adjustment to Buyer. Within twenty-four (24) months of the receipt of an invoice (or an adjusted invoice), the Buyer may dispute any charges on that invoice. In the event of such a dispute, the Buyer shall give notice to the Seller and shall state the basis for the dispute. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment or refund shall be made within ten (10) days of such resolution along with interest accrued at the Late Payment Rate from and including the due date (or in the case of a refund, the payment date) but excluding the date paid. Any claim for additional payment is waived unless the Seller issues an adjusted invoice within twenty four (24) months of issuance of the original invoice. Any dispute of charges is waived unless the Buyer provides notice of the dispute to the

Seller within twenty-four (24) months of receipt of the invoice (or adjusted invoice) including such charges.

(d) Netting of Payments. The Parties hereby agree that they may discharge mutual debts and payment obligations due and owing to each other under this Agreement on the same date through netting of such monetary obligations, in which case all amounts owed by each Party to the other Party for the purchase and sale of RECs during the quarterly billing period under this Agreement, including any related damages calculated pursuant to this Agreement, interest, and payments or credits, may be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the quarterly billing period, such Party shall pay such sum in full when due. The Parties agree to provide each other with reasonable detail of such net payment or net payment request.

5.3 Interest on Late Payment or Refund. A late payment charge shall accrue on any late payment or refund as specified above at the lesser of (a) the prime rate specified in the "Money & Investing" section of The Wall Street Journal (or, if such rate is not published therein, in a successor index mutually selected by the Parties) plus 1%, and (b) the maximum rate permitted by applicable Law in transactions involving entities having the same characteristics as the Parties (the **"Late Payment Rate"**).

5.4 Taxes, Fees and Levies.

(a) Seller shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with the Facility or Delivery or sale of the Products and the RECs ("**Seller's Taxes**"). In the event Buyer shall be required by law or regulation to remit or pay any Seller's Taxes, Seller shall reimburse Buyer for such payment, and Buyer may also elect to deduct any of the amount of any such Seller's Taxes from the amount due to Seller under Section 5.2. Buyer shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with the RECs after Delivery of the RECs to Buyer, or imposed on or associated with the purchase of the RECs by Buyer (other than ad valorem, franchise or income taxes which are related to the sale of the RECs and are therefore the responsibility of Seller) ("**Buyer's Taxes**"). In the event Seller shall be required by law or regulation to remit or pay any Buyer's Taxes, Buyer shall reimburse Seller for such payment. Buyer shall have the right to all credits, deductions and other benefits associated with taxes paid by Buyer or reimbursed to Seller by Buyer as described herein. Nothing shall obligate or cause a Party to pay or be liable to pay any taxes, fees and levies for which it is exempt under law.

(b) Seller shall bear all risks, financial and otherwise, throughout the Term, associated with Seller's or the Facility's eligibility to receive any federal or state tax credits, to qualify for accelerated depreciation for Seller's accounting, reporting or tax purposes, or to receive any other favorable tax or accounting right or benefit, or any grant or subsidy from a Governmental Entity or other Person. Seller's obligations under this Agreement shall be

effective regardless of whether the Facility is eligible for or receives, or the transactions contemplated under this Agreement are eligible for or receives, any federal or state tax credits, grants or other subsidies or any particular accounting, reporting or tax treatment.

6. SECURITY FOR PERFORMANCE

6.1 Seller's Support .

(a) Seller shall be required to post Credit Support in the amount of $3,621,408 to secure Seller's obligations under this Agreement in the period between the Effective Date and the Commercial Operation Date (**"Development Period Security"**). The Development Period Security shall be provided to Buyer on the Effective Date. If at any time, the amount of Development Period Security is reduced as a result of Buyer's draw upon such Development Period Security to less than the amount of Development Period Security required to be provided by Seller, within five (5) Business Days of that draw Seller shall replenish such Development Period Security to the amount of Development Period Security required to be provided by Seller through the period ending fifteen (15) days after receipt of the Regulatory Approval. Buyer shall return any undrawn amount of the Development Period Security to Seller within thirty (30) days after the later of (x) Buyer's receipt of an undisputed notice from Seller that the Commercial Operation Date has occurred or (y) Buyer's receipt of the full amount of the Operating Period Security (except to the extent that Development Period Security is converted into Operating Period Security as provided in Section 6.1(b)).

(b) Beginning not later than the Commercial Operation Date, Seller shall provide Buyer with Credit Support to secure Seller's obligations under this Agreement after the Commercial Operation Date through and including the date that all of Seller's obligations under this Agreement are satisfied (**"Operating Period Security"**). The Operating Period Security shall be an amount equal to $40,000.00 per MW of the Proposed Facility Size as adjusted in accordance with Section 3.3(b), multiplied by the Buyer's Percentage Entitlement. On the Commercial Operation Date, any Development Period Security held by Buyer up to the amount of $40,000.00 per MW of the Proposed Facility Size as adjusted in accordance with Section 3.3(b), shall be automatically converted to Operating Period Security. Any amounts of Development Period Security in excess of the Operating Period Security amount shall be returned to Seller subject to the provisions of Section 6.2. If at any time on or after the Commercial Operation Date, the amount of Operating Period Security is reduced as a result of Buyer's draw upon such Operating Period Security, within five (5) Business Days of that draw Seller shall replenish such Operating Period Security to the total amount required under this Section 6.1(b).

(c) If Seller fails to provide or replenish Credit Support in accordance with this Article 6 to Buyer within five (5) Business Days of receipt of notice, then an Event of Default under Section 9.2 shall be deemed to have occurred and Buyer shall be entitled to the remedies set forth in Section 9.3 of this Agreement.

6.2 Return of Credit Support. Any unused Credit Support provided under this Agreement shall be returned to Seller only after any such Credit Support has been used to satisfy any outstanding obligations of Seller in existence at the time of the expiration or termination of this Agreement.

6.3 Buyer's Rights and Remedies. If at any time an Event of Default with respect to Seller has occurred and is continuing, then, unless Seller has paid in full all of its obligations hereunder that are then due, without limiting any other rights and remedies Buyer may have under this Agreement or otherwise at law or in equity, Buyer may exercise one or more of the following rights and remedies: (i) all rights and remedies available to a secured party under applicable Law with respect to Credit Support held by Buyer, and (ii) the right to liquidate any Credit Support held by Buyer and to apply the proceeds of such liquidation to any amounts payable to Buyer with respect to Seller's obligations hereunder in such order as Buyer may elect. For the purpose of this Section 6.3, Buyer may draw on the undrawn portion of any Letter of Credit provided as Credit Support up to the amount of Seller's outstanding obligations hereunder. Seller shall remain liable for amounts due and owed to Buyer that remain unpaid after the application of Credit Support pursuant to this Section 6.3.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

7.1 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Organization and Good Standing; Power and Authority. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Subject to the receipt of the Regulatory Approval, Buyer has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Due Authorization; No Conflicts. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly authorized by all necessary actions on the part of Buyer and do not and, under existing facts and Law, shall not: (i) contravene its certificate of incorporation or any other governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) subject to receipt of the Regulatory Approval, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing.

(c) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Buyer and, assuming the due execution hereof and performance hereunder by Seller and receipt of the Regulatory Approval, constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(d) No Proceedings. As of the Effective Date, except to the extent relating to the Regulatory Approval, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to its knowledge, threatened against or affecting Buyer or any of its properties (including, without limitation, this Agreement) which relate in any manner to this Agreement or any transaction contemplated hereby, or which Buyer reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Buyer's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. Except to the extent associated with the Regulatory Approval, the execution, delivery and performance by Buyer of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken or that shall be duly obtained, made or taken on or prior to the date required, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable as required under applicable Law.

(f) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Buyer and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(g) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Buyer, or, to Buyer's knowledge, threatened against it.

(h) No Default. No Default or Event of Default by Buyer has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Buyer of its obligations under this Agreement.

7.2 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as of the Effective Date as follows:

(a) Organization and Good Standing; Power and Authority. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of Massachusetts. Subject to the receipt of the Permits listed in Exhibit B, Seller has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds, or shall hold at the time required, all rights and entitlements necessary to construct, own and operate the Facility and to deliver the RECs to the Buyer in accordance with this Agreement.

(c) Due Authorization; No Conflicts. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly authorized by all necessary actions on the part of Seller and do not and, under existing facts and Law, shall not: (i) contravene any of its governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) assuming receipt of the Permits listed on Exhibit B, violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing. Seller is, or shall be by the Commercial Operation Date, qualified to perform as a Market Participant under the ISO-NE Tariff, or is qualified to transact through another Market Participant under the ISO-NE Tariff. Seller will not be disqualified from or be materially adversely affected in the performance of any of its obligations under this Agreement by reason of market power or affiliate transaction issues under federal or state regulatory requirements.

(d) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Seller and, assuming the due execution hereof and performance hereunder by Buyer and receipt of the Permits listed on Exhibit B, constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(e) No Proceedings. Except to the extent associated with the Permits listed on Exhibit B, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to its knowledge, threatened against or affecting Seller or any of its properties (including, without limitation, this Agreement) which relate in any manner to this Agreement or any transaction contemplated hereby, or which Seller reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. Subject to the receipt of the Permits listed on Exhibit B on or prior to the date such Permits are required under applicable Law, the execution, delivery and performance by Seller of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken, and all such approvals, consents, permits, licenses,

authorizations, filings, registrations and actions are in full force and effect, final and non-appealable. To Seller's knowledge, Seller shall be able to receive the Permits listed in Exhibit B in due course and as required under applicable Law to the extent that those Permits have not previously been received.

(g) Clean Peak Eligibility. [redacted] the Facility shall be a Clean Peak Resource eligible under the Clean Peak Standard and tracked in the GIS to ensure a unit-specific accounting of the Delivery of the Energy to enable the Massachusetts Department of Environmental Protection to accurately account for such Energy in the state greenhouse gas emissions inventory, created under chapter 298 of the Acts of 2008, and the Facility shall have a Commercial Operation Date as verified by Buyer.

(h) Title to RECs. As of each Delivery, Seller shall have good and marketable title to all RECs sold and Delivered to Buyer under this Agreement, free and clear of all liens, charges and encumbrances. Seller has not sold and, except as permitted in accordance with the terms of this Agreement, shall not sell any such RECs to any other Person, and no Person other than Seller can claim an interest in any RECs to be sold to Buyer under this Agreement.

(i) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Seller and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(j) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Seller, or, to Seller's knowledge, threatened against it.

(k) No Misrepresentations. The reports and other submittals by Seller to Buyer under this Agreement are not false or misleading in any material respect.

(l) No Default. No Default or Event of Default by Seller has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Seller of its obligations under this Agreement.

(m) Site Control. Seller has either (i) acquired all real property rights to construct and operate the Facility, to interconnect the Facility to the Interconnecting Utility, to construct the Network Upgrades (to the extent it is Seller's responsibility to do so) and to perform Seller's obligations under this Agreement or (ii) has an irrevocable option, through the end of the Services Term, to acquire such other real property rights and the only condition upon Seller's exercise of such option to acquire such real property rights is the payment of an amount that represents the fair market value of such real property rights.

(n) Interconnection Agreement. No Default or Event of Default has occurred under the Interconnection Agreement.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Article are made as of the Effective Date and deemed made continually throughout the Term, subject to the removal of the references to the Regulatory Approval and Permits as and when the Regulatory Approval and Permits are obtained. If at any time during the Term, a Party has knowledge of any event or information which causes any of the representations and warranties in this Article 7 to be untrue or misleading, such Party shall provide the other Party with prompt written notice of the event or information, the representations and warranties affected, and the corrective action such Party shall take. The notice required pursuant to this Section 7.3 shall be given as soon as practicable after the occurrence of each such event.

8. REGULATORY APPROVAL

8.1 Receipt of Regulatory Approval.

The obligations of the Parties to perform this Agreement, other than the Parties' obligations under Section 3.3(d), Section 6.1, Section 6.2, this Section 8.1 and Article 12, are conditioned upon and shall not become effective or binding until the receipt of the Regulatory Approval. Seller shall take such actions as requested by Buyer to support the application for Regulatory Approval, including without limitation any actions requested by Buyer with respect to any appeal of the Department Order or a final written order of the Department regarding this Agreement that does not satisfy all of the requirements of the Regulatory Approval (except that the final written order may remain subject to appeal or rehearing). Buyer shall notify Seller within ten (10) Business Days after receipt of the Regulatory Approval or receipt of a final written order of the Department regarding this Agreement that does not satisfy all of the requirements of the Regulatory Approval (except that the final written order may remain subject to appeal or rehearing). This Agreement may be terminated by either Buyer or Seller in the event that Regulatory Approval is not received within two hundred seventy (270) days after filing, without liability as a result of such termination, subject to the return of Credit Support as provided in Section 6.2; provided, however, that in the event that the Department Order is issued within 270 days after filing and is subject to appeal or rehearing, neither Party will terminate this Agreement while such appeal or rehearing request is pending provided that Regulatory Approval is received within 18 months after the Department Order is issued.

9. BREACHES; REMEDIES

9.1 Events of Default by Either Party. It shall constitute an event of default (**"Event of Default"**) by either Party hereunder if:

(a) Representation or Warranty. Any breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement occurs where such breach is not fully cured and corrected within thirty (30) days after the Non-Defaulting Party has provided written notice to the Defaulting Party; or

(b) Payment Obligations. Any undisputed payment due and payable hereunder is not made on the date due (**"Payment Default"**), and such failure continues for more than ten (10) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than:

(i) failure of the Facility to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, or

(ii) an Event of Default described in Section 9.1(a), 9.1(b), 9.1(d) or 9.2,

such Party fails to perform, observe or otherwise to comply with any obligation hereunder and such failure continues for more than thirty (30) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; provided, however, that such period shall be extended for an additional period of up to thirty (30) days if, despite using commercially reasonable efforts, the Defaulting Party is unable to cure within the initial thirty (30) day period so long as such cure is diligently pursued by the Defaulting Party until such Default has been corrected, but in any event shall be cured within sixty (60) days of the notice from the Non-Defaulting Party; or

(d) Bankruptcy. Such Party (i) is adjudged bankrupt or files a petition in voluntary bankruptcy under any provision of any bankruptcy law or consents to the filing of any bankruptcy or reorganization petition against such Party under any such law, or (without limiting the generality of the foregoing) files a petition to reorganize pursuant to 11 U.S.C. § 101 or any similar statute applicable to such Party, as now or hereinafter in effect, (ii) makes an assignment for the benefit of creditors, or admits in writing an inability to pay its debts generally as they become due, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Party, or (iii) is subject to an order of a court of competent jurisdiction appointing a receiver or liquidator or custodian or trustee of such Party or of a major part of such Party's property, which is not dismissed within sixty (60) days (**"Bankruptcy Default"**).

9.2 Events of Default by Seller. In addition to the Events of Default described in Section 9.1, each of the following shall constitute an Event of Default by Seller hereunder:

(a) Taking of Facility Assets. Any asset of Seller that is material to the construction, operation or maintenance of the Facility or the performance of its obligations

hereunder is taken upon execution or by other process of law directed against Seller, or any such asset is taken upon or subject to any attachment by any creditor of or claimant against Seller and such attachment is not disposed of within sixty (60) days after such attachment is levied; or

(b) Failure to Maintain Credit Support. The failure of Seller to provide, maintain and/or replenish the Development Period Security or the Operating Period Security as required pursuant to Article 6 of this Agreement, and such failure continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller. For the avoidance of doubt, it shall be deemed an Event of Default if, with respect to an outstanding Letter of Credit, one of the following events occurs with respect to the issuer of such Letter of Credit: (i) such issuer shall fail to be a Qualified Bank; (ii) such issuer shall fail to comply with or perform its obligations under such Letter of Credit; or (iii) such issuer shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit, and such failure disaffirmation, disclamation, repudiation or rejection continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller; or

(c) REC Output. The failure of the Facility to Deliver any RECs for a twelve (12) consecutive month period for any reason, other than due to a Force Majeure; or

(d) Failure to Satisfy ISO-NE Obligations. The failure of Seller to satisfy, or cause to be satisfied (other than by Buyer), any material obligation under the ISO-NE Rules or ISO-NE Practices or any other obligation with respect to ISO-NE and such failure has an adverse effect on the Facility or Seller's ability to perform its obligations under this Agreement; provided, however, if Seller's failure to satisfy any obligation under the ISO-NE Rules or ISO-NE Practices does not have an adverse effect on Buyer or Buyer's ability to receive the benefits under this Agreement, Seller shall have the opportunity to cure such failure within thirty (30) days of its occurrence; or

(e) Failure to Meet Critical Milestones. The failure of Seller to satisfy any Critical Milestone by the date set forth therefor in Section 3.1(a), as the same may be extended in accordance with Section 3.1(c), 3.1(d), 3.2 or Section 10.1; or

(f) Abandonment. On or after the Commercial Operation Date, the permanent relinquishment by Seller of all of its possession and control of the Facility, other than a transfer permitted under this Agreement or a foreclosure or other exercise by any Lender of any rights or remedies in connection with a Financing; or

(g) Assignment. The assignment of this Agreement by Seller, or Seller's sale or transfer of its interest (or any part thereof) in the Facility, except as permitted in accordance with Article 14; or

(h) Reserved.

(i) Failure to Provide Status, Operations, Maintenance and Outage Reports. A failure to provide timely, accurate and complete status, operations, maintenance and outage reports in accordance with this Agreement, and such failure continues for more than thirty (30) days after notice thereof is given by the Buyer; or

(j) Reserved.

(k) Reserved.

(l) Failure to Maintain Clean Peak Standard Eligibility. A failure to maintain Clean Peak Standard eligibility requirements for the Facility, [redacted] or

(m) Permit Compliance. A failure by Seller to obtain and maintain or cause to be obtained and maintained in full force and effect any Permit (other than the Regulatory Approval) necessary for Seller to perform its obligations under this Agreement where such failure is not fully cured and corrected within thirty (30) days after Seller has knowledge of such failure; provided, however, that such period shall be extended for an additional period of up to forty-five (45) days if Seller is unable to cure within the initial thirty (30) day period so long as such cure is diligently pursued by Seller until such Default has been corrected, but in any event shall be cured within seventy-five (75) days of Seller's knowledge of such Default.; or

(n) Failure to Support Regulatory Approval Application. A failure to take such actions as requested by Buyer to support the application for Regulatory Approval, including without limitation any actions reasonably requested by Buyer with respect to any appeal of the Department Order or a final written order of the Department regarding this Agreement that does not satisfy all of the requirements of the Regulatory Approval (except that the final written order may remain subject to appeal or rehearing), as provided in Section 8.1.

9.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence and during the continuance of an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to (i) withhold any payments due the Defaulting Party under this Agreement, (ii) suspend its performance hereunder, and (iii) exercise such other remedies as provided for in this Agreement including, without limitation, the termination right set forth in Section 9.3(b), and, to the extent not inconsistent with the terms of this Agreement, such remedies available at law and in equity, including, but not limited to, drawing on the Credit Support. In addition to the foregoing, except for breaches for which an express remedy or measure of damages is provided herein, the Non-Defaulting Party shall retain its right of specific performance to enforce the Defaulting Party's obligations under this Agreement.

(b) Termination and Termination Payment. Upon the occurrence of an Event of Default, the Non-Defaulting Party may terminate this Agreement at its sole discretion by providing written notice of such termination to the Defaulting Party. If the Non-Defaulting Party terminates this Agreement, it shall be entitled to calculate and receive as its sole remedy for such Event of Default a **"Termination Payment"** as follows:

(i) *Termination by Buyer Prior to Commercial Operation Date.* If Buyer terminates this Agreement because of an Event of Default by Seller occurring prior to the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the sum of (x) all Delay Damages due and owing by Seller through the date of such termination plus (y) the full amount of the Development Period Security provided to Buyer by Seller.

(ii) *Termination by Seller Prior to Commercial Operation Date*. If Seller terminates this Agreement because of an uncured Payment Default or Bankruptcy Default by Buyer prior to the Commercial Operation Date, Seller shall only receive a Termination Payment if the Commercial Operation Date either occurs on or before the Guaranteed Commercial Operation Date or would have occurred by such date but for such uncured Payment Default or Bankruptcy Default by Buyer giving rise to the termination of this Agreement. In such case, the Termination Payment due to Seller shall be calculated according to the methodology in Section 9.3(b)(iv), as if the Commercial Operation Date had occurred prior to the date of the termination by Seller. If Seller terminates this Agreement because of an Event of Default by Buyer prior to the Commercial Operation Date other than a Payment Default or a Bankruptcy Default, Seller shall not be entitled to a Termination Payment.

All such amounts shall be determined by Seller in good faith and in a commercially reasonable manner, and Seller shall provide Buyer with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(ii).

(iii) *Termination by Buyer On or After Commercial Operation Date.* If Buyer terminates this Agreement because of an Event of Default by Seller occurring on or after the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the amount of any costs and losses incurred by Buyer as a result of the Event of Default and termination of the Agreement as determined by a recognized third party expert selected by Buyer; provided, Buyer shall use commercially reasonable efforts to mitigate any such

costs and losses.

All such amounts shall be determined by Buyer in good faith and in a commercially reasonable manner, and Buyer shall provide Seller with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iii).

(iv) *Termination by Seller On or After Commercial Operation Date.* If Seller terminates this Agreement because of an uncured Payment Default or Bankruptcy Default by Buyer occurring on or after the Commercial Operation Date, the Termination Payment due to Seller shall be equal to the amount of any costs and losses incurred by Seller as a result of such uncured Payment Default or Bankruptcy Default and termination of the Agreement as determined by a recognized third party expert selected by Seller; provided, Seller shall use commercially reasonable efforts to mitigate any such costs and losses. If Seller terminates this Agreement because of an Event of Default by Buyer on or after the Commercial Operation Date other than a Payment Default or Bankruptcy Default, Seller shall not be entitled to a Termination Payment.

All such amounts shall be determined by Seller in good faith and in a commercially reasonable manner, and Seller shall provide Buyer with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(iv).

(v) *Acceptability of Liquidated Damages.* Each Party agrees and acknowledges that (i) the damages and losses (including without limitation the loss of environmental, reliability and economic benefits contemplated under this Agreement) that the Parties would incur due to an Event of Default would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Termination Payment as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(vi) *Payment of Termination Payment.* The Defaulting Party shall make any Termination Payment within ten (10) Business Days after receipt of the detailed calculation of the Termination Payment, regardless of whether the Termination Payment calculation is disputed. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in

whole or in part, the Defaulting Party shall within ten (10) Business Days of receipt of the calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. If the Parties are unable to resolve the dispute within thirty (30) days, Article 11 shall apply.

(c) Set-off. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to withhold and set off any amounts owed by the Non-Defaulting Party to the Defaulting Party against any payments and any other amounts owed by the Defaulting Party to the Non-Defaulting Party, including any Termination Payment payable as a result of any early termination of this Agreement.

(d) Notice to Lenders. Seller may provide Buyer with a notice identifying no more than a single Lender (if any) to whom notices of Events of Default are to be issued. Buyer shall provide a copy of any notice of an Event of Default provided by Buyer to Seller under this Article 9 to such Lender, and Buyer shall afford such Lender the same opportunities to cure Events of Default under this Agreement as are provided to Seller hereunder.

(e) Limitation of Remedies, Liability and Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

10. FORCE MAJEURE

10.1 Force Majeure.

(a) The term **"Force Majeure"** means an unusual, unexpected and significant event, condition or circumstance: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that directly prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (v) any full or partial curtailment in the electric output of the Facility that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such curtailment or mishap is caused by one of the following: acts of God such as floods, hurricanes or tornados; sabotage; terrorism; or war, (w) any occurrence or event that solely increases the costs or causes an economic hardship to a Party, (x) any occurrence or event that was caused by or contributed to by the Party claiming the Force Majeure, (y) Seller's ability to sell the RECs at a price greater than that set out in this Agreement, or (z) Buyer's ability to procure the RECs at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely obtain and maintain all necessary Permits (excepting the Regulatory Approval) or qualifications, any delay or failure in satisfying the Critical Milestone obligations specified in Section 3.1(a)(i) (Permits), Section 3.1(a)(iv) (Financing), or Section 3.1(a) (v) (the execution of the Interconnection Agreement), or a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure or be the basis for a claim of Force Majeure. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Energy to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined herein has occurred.

(b) Subject to Section 3.1(d), if either Party is unable, wholly or in part, by Force Majeure to perform its obligations under this Agreement, such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist or for such shorter term as would have existed if the Party claiming the Force Majeure had used commercially reasonable efforts to cure such circumstances, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and

shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be promptly corrected to the extent it may be corrected through the exercise of due diligence. Neither party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure.

(c) Notwithstanding the foregoing, if the Force Majeure prevents full or partial performance under this Agreement for a period of twelve (12) months or more, the Party whose performance is not prevented by Force Majeure shall have the right to terminate this Agreement upon written notice to the other Party and without further recourse. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its stated Term.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a **"Dispute"**), in addition to any other remedies provided hereunder, the Parties shall attempt to resolve such Dispute through consultations between the Parties. If the Dispute has not been resolved within thirty (30) Business Days after such consultations between the Parties, then either Party may seek to resolve such Dispute in the courts of the Commonwealth of Massachusetts. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes. To the fullest extent permitted by law, any mediation proceeding and any settlement shall be maintained in confidence by the Parties.

11.2 Allocation of Dispute Costs. The fees and expenses associated with mediation shall be divided equally between the Parties, and each Party shall be responsible for its own legal fees, including but not limited to attorney fees, associated with any Dispute. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined.

11.3 Consent to Jurisdiction. Subject to Section 11.1, the Parties agree to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts for any legal proceedings that may be brought by a Party arising out of or in connection with any Dispute.

11.4 Waiver of Jury Trial and Inconvenient Forum Claim. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY 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. BOTH PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE

LAYING OF VENUE AS SET FORTH IN THIS ARTICLE 11 AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

12. CONFIDENTIALITY

12.1 Nondisclosure. Buyer and Seller each agrees not to disclose to any Person and to keep confidential, and to cause and instruct its Affiliates, officers, directors, employees, partners and representatives not to disclose to any Person and to keep confidential, any non-public information relating to the terms and provisions of this Agreement, and any information supplied by Seller hereunder, and such other non-public information that is designated as "Confidential." Notwithstanding the foregoing, any such information may be disclosed:

(a) to the extent Buyer determines it is appropriate in connection with filings with Governmental Entities, including efforts to obtain or maintain the Regulatory Approval or to seek rate recovery for amounts expended by Buyer under this Agreement;

(b) as required by applicable laws, regulations, filing requirements, rules or orders or by any subpoena or similar legal process of any Governmental Entity so long as the receiving Party gives the non-disclosing Party written notice at least three (3) Business Days prior to such disclosure, if practicable;

(c) to the Affiliates of either Party, the Independent Engineer and to the consultants, contractors, suppliers, service providers, attorneys, auditors, financial advisors, lenders or potential lenders and their advisors of either Party or their Affiliates, but solely to the extent they have a need to know that information and are required to preserve the confidentiality of such information;

(d) in order to comply with any rule or regulation of ISO-NE, any stock exchange or similar Person or for financial disclosure purposes;

(e) to the extent the non-disclosing Party shall have consented in writing prior to any such disclosure; and

(f) to the extent that the information was previously made publicly available other than as a result of a breach of this Section 12.1;

provided, however, in each case, that the Party seeking such disclosure shall, to the extent practicable, use commercially reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this Section 12.1.

12.2 Public Statements. No public statement, press release or other voluntary publication regarding this Agreement or the transactions to be made hereunder shall be made or issued without the prior written consent of the other Party.

13. INDEMNIFICATION

13.1 Indemnification and other Obligations. Seller shall be responsible for and shall indemnify, defend and hold Buyer and its partners, shareholders, directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever (including, without limitation, damage to Buyer, Seller, or third party property) ("**Claims**") arising from or related to (i) Seller's execution, delivery or performance of this Agreement, (ii) Seller's ownership, development, construction, operation and/or maintenance of the Facility or the Facility site, (iii) Seller's negligence, gross negligence, or willful misconduct, (iv) Seller's failure to satisfy any obligation or liability under this Agreement, or (v) Seller's failure to satisfy any obligation or regulatory requirement or commitment associated with this Agreement, or violation of any applicable Law, ISO-NE Rules or requirements of Transmission Provider or NERC.

13.2 Failure to Defend. If Seller fails to assume the defense of a claim meriting indemnification, Buyer may at the expense of Seller contest, settle or pay such claim, and Seller shall promptly reimburse Buyer for all costs incurred by Buyer associated therewith.

14. ASSIGNMENT AND CHANGE OF CONTROL

14.1 Prohibition on Assignments. Except as permitted under this Article 14, this Agreement (and any portion thereof) may not be assigned by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. The Party requesting the other Party's consent to an assignment of this Agreement will reimburse such other Party for all "out of pocket" costs and expenses such other Party incurs in connection with that consent, without regard to whether such consent is provided. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement (and shall not impair any Credit Support given by Seller hereunder) unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations thereunder.

14.2 Permitted Assignment by Seller. Buyer's consent shall not be required for Seller to pledge or assign the Facility, this Agreement or the revenues under this Agreement to any Lender as security for any Financing of the Facility; provided, however, if Seller requests Buyer's consent to such an assignment, (i) Buyer shall provide that consent subject to Buyer's execution of a consent to assignment in a form acceptable to Buyer, Seller and such Lender, and (ii) Seller will reimburse Buyer for all "out of pocket" costs and expenses Buyer incurs in connection with that consent, without regard to whether such consent is provided.

14.3 Change in Control over Seller. Buyer's consent shall be required for any change in Control over Seller, which consent shall not be unreasonably withheld, conditioned or delayed and shall be provided if Buyer reasonably determines that such change in Control does not have a material adverse effect on Seller's creditworthiness or Seller's ability to perform its obligations under this Agreement; provided, however (a) a change of Control of Flatiron Energy Capital LLC (and any entity in the ownership chain above such entity) shall not require the consent of Buyer, provided that Flatiron Energy Development LLC and entities below such entity continue to own and operate the Facility substantially the same as before such transfer; and (b) transactions among Affiliates of Seller, any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests involving Seller and its Affiliates shall not constitute a change in Control for purposes of this Section 14.3; provided further that, in each case, Seller provides written notice of such change to Buyer within thirty (30) days after such change.

14.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with any merger or consolidation of Buyer with or into another Person or any exchange of all of the common stock or other equity interests of Buyer or Buyer's parent for cash, securities or other property or any acquisition, reorganization, or other similar corporate transaction involving all or substantially all of the common stock or other equity interests in, or assets of, Buyer, or (b) to any substitute purchaser of the RECs so long as in the case of either clause (a) or clause (b) of this Section 14.4, either (1) the proposed assignee's credit rating is at least either BBB- from S&P or Baa3 from Moody's or (2) the proposed assignee's credit rating is equal to or better than that of Buyer at the time of the proposed assignment, or (3) such assignment, or in the case of clause (a) above the transaction associated with such assignment, has been approved by the Department or the appropriate Governmental Entity.

14.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 14 shall be null and void.

15. TITLE; RISK OF LOSS

Title and risk of loss related to Buyer's Percentage Entitlement of the RECs shall transfer to Buyer when the same are credited to Buyer's GIS account(s) or the GIS account(s) designated by Buyer to Seller in writing. Seller warrants that it shall deliver to Buyer the RECs free and clear of all liens and claims therein or thereto by any Person.

16. AUDIT

16.1 Audit. Each Party shall have the right, upon reasonable advance notice, and at its sole expense (unless the other Party has defaulted under this Agreement, in which case the Defaulting Party shall bear the expense) and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any

statement, charge or computation made pursuant to this Agreement. If any such examination reveals any overcharge, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall include interest at the Late Payment Rate from the date the overpayment was made until credited or paid.

16.2 Access to Financial Information. Seller shall provide to Buyer within fifteen (15) days of receipt of Buyer's written request financial information and statements applicable to Seller as well as access to financial personnel, so that Buyer may address any inquiries relating to Seller's financial resources.

17. NOTICES

Any notice or communication given pursuant hereto shall be in writing and (1) delivered personally (personally delivered notices shall be deemed given upon written acknowledgment of receipt after delivery to the address specified or upon refusal of receipt); or (2) mailed by registered or certified mail, postage prepaid (mailed notices shall be deemed given on the actual date of delivery, as set forth in the return receipt, or upon refusal of receipt); or (3) by reputable overnight courier; or (4) by email (upon confirmation of receipt), in each case addressed as follows or to such other addresses as may hereafter be designated by either Party to the other in writing:

If to Buyer:

Vice President, Energy Supply
Eversource Energy Service Company
107 Selden Street
Berlin, CT 06037
patrick.smith@eversource.com

With a copy to:

Manager, Wholesale Power Contracts
Eversource Energy Service Company
247 Station Drive
Westwood MA, 02090
keith.mcwhorter@eversource.com

With a copy to: Office of the General Counsel
Eversource Energy Service Company
56 Prospect Street
Hartford, CT 06103
gregory.butler@eversource.com

If to Seller: Somerset Energy Storage, LLC

c/o Flatiron Energy
ATTN: Legal
3660 Blake St, Suite 750
Denver, CO 80205
notices@flatiron.energy

With a copy to: ljenkins@flatiron.energy, and juliana@flatiron.energy

18. WAIVER AND MODIFICATION

This Agreement may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties, and no subsequent conduct of any Party or course of dealings between the Parties shall effect or be deemed to effect any such amendment or waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of or acquiescence in or to such provision. Buyer shall determine in its sole discretion whether any amendment or waiver of the provisions of this Agreement shall require Regulatory Approval or Department filing and/or approval. If Buyer determines that any such approval or filing is required, then such amendment or waiver shall not become effective unless and until Regulatory Approval or such other approval is received, or such Department filing is made and any requested Department approval is received.

19. INTERPRETATION

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

19.2 Headings. Article and Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections and exhibits are, unless the context otherwise requires, references to articles, sections and exhibits of this Agreement. The words “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

19.3 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code.

19.4 [Reserved].

19.5 Change in ISO-NE Rules and Practices. This Agreement is subject to the ISO-NE Rules and ISO-NE Practices and the GIS Operating Rules, to the extent applicable. If, during the Term of this Agreement, any ISO-NE Rule, ISO-NE Practice or GIS Operating Rule is terminated, modified or amended or is otherwise no longer applicable, resulting in a material alteration of a material right or obligation of a Party hereunder, the Parties agree to negotiate in good faith in an attempt to amend or clarify this Agreement to embody the Parties' original intent regarding their respective rights and obligations under this Agreement, provided that neither Party shall have any obligation to agree to any particular amendment or clarification of this Agreement. The intent of the Parties is that any such amendment or clarification reflect, as closely as possible, the intent, substance and effect of the ISO-NE Rule, ISO-NE Practice or GIS Operating Rule being replaced, modified, amended or made inapplicable as such ISO-NE Rule, ISO-NE Practice or GIS Operating Rule was in effect prior to such termination, modification, amendment, or inapplicability, provided that such amendment or clarification shall not in any event alter (i) the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the Price.

19.6 Dodd Frank Act Representations. The Parties agree that this Agreement (including all transactions reflected herein) is not a "swap" within the meaning of the Commodity Exchange Act and the rules, interpretations and other guidance of the Commodity Futures Trading Commission (**"CFTC Rules"**), and that the primary intent of this Agreement is physical settlement (i.e., actual transfer of ownership) of the nonfinancial commodity and not solely to transfer price risk. In reliance upon such agreement, each Party represents to the other that:

(a) With respect to the commodity to be purchased and sold hereunder, it is a commercial market participant, a commercial entity and a commercial party, as such terms are used in the CFTC Rules, and it is a producer, processor, or commercial user of, or a merchant handling, the commodity and it is entering into this Agreement for purposes related to its business as such;

(b) It is not registered or required to be registered under the CFTC Rules as a swap dealer or a major swap participant; and

(c) It has entered into this Agreement in connection with the conduct of its regular business and it has the capacity or ability to regularly make or take delivery of the commodity to be purchased and sold hereunder

(d) With respect to the commodity to be purchased and sold hereunder, it intends to make or take physical delivery of the commodity;

(e) At the time that the Parties enter into this Agreement, any embedded volumetric optionality in this Agreement is primarily intended by the holder of such option or

optionality to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the commodity to be purchased and sold hereunder;

(f) With respect to any embedded commodity option in this Agreement, such option is intended to be physically settled so that, if exercised, the option would result in the sale of the commodity to be purchased or sold hereunder for immediate or deferred shipment or delivery; and

(g) The commodity to be purchased and sold hereunder is a nonfinancial commodity, and is also an exempt commodity or an agricultural commodity, as such terms are defined and interpreted in the CFTC Rules.

To the extent that reporting of any transactions related to this Agreement is required by the CFTC Rules, the Parties agree that Seller shall be responsible for such reporting (the **"Reporting Party"**). The Reporting Party's reporting obligations shall continue until the reporting obligation has expired or has been terminated in accordance with CFTC Rules. Buyer, as the Party that is not undertaking the reporting obligations shall timely provide the Reporting Party all necessary information requested by the Reporting Party for it to comply with CFTC Rules.

19.7 Change in Law or Buyer's Accounting Treatment, Subsequent Judicial or Regulatory Action.

(a) If, during the Term of this Agreement, there is a change in Law or accounting standards or rules or a change in the interpretation or applicability thereof that would result in adverse balance sheet or creditworthiness impacts on Buyer associated with this Agreement or the amounts paid for RECs purchased hereunder Buyer shall prepare an amendment to this Agreement to avoid or mitigate such impacts. Buyer shall prepare such amendment in a manner that is designed to be limited to changes required to avoid or mitigate the adverse balance sheet or creditworthiness impact on Buyer. Buyer shall use commercially reasonable efforts to prepare such amendment in a manner that mitigates any material adverse effect(s) on Seller (as identified by Seller, acting reasonably) that could reasonably be expected to result from such amendment, but only to the extent that such mitigation can be accomplished in a manner that is consistent with the purpose of such amendment. Seller agrees to execute such amendment; provided that such amendment does not (unless Seller otherwise agrees) alter: (i) the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the Price.

(b) Upon a determination by a court or regulatory body having jurisdiction (i) over this Agreement or any of the Parties hereto, or (ii) over the establishment and enforcement of any of the statutes or regulations or orders or actions of regulatory agencies (including the Department) supporting this Agreement or (iii) over the rights or obligations of the Parties hereunder that any of the statutes or regulations supporting this Agreement or the rights or obligations of the Parties hereunder, or orders of or actions of regulatory agencies (including the

Department) implementing such statutes or regulations, or this Agreement on its face or as applied, in the reasonable determination by a Party, violates any Law (including the State or Federal Constitution) (an "**Adverse Determination**"), each Party shall have the right to suspend performance under this Agreement without liability. Seller may deliver and sell RECs to a third party during any period of time for which Buyer suspends payments or purchases under this Section 19.7(b). Upon an Adverse Determination becoming final and non-appealable, this Agreement shall be automatically terminated.

20. COUNTERPARTS; FACSIMILE SIGNATURES

Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original. Facsimile signatures hereon or on any notice or other instrument delivered under this Agreement shall have the same force and effect as original signatures.

21. NO DUTY TO THIRD PARTIES

Except as provided in any consent to assignment of this Agreement, nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a Party to this Agreement.

22. SEVERABILITY

If any term or provision of this Agreement or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this Agreement and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this Agreement for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction. The Parties acknowledge and agree that essential terms and conditions of this Agreement for each Party include, without limitation, all pricing and payment terms and conditions of this Agreement, and that the essential terms and conditions of this Agreement for Buyer also include, without limitation, the terms and conditions of Section 19.7 of this Agreement.

23. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed as creating any relationship between Buyer and Seller other than that of Seller as independent contractor for the sale of RECs, and Buyer as principal and purchaser of the same. Neither Party shall be deemed to be the agent of the other Party for any purpose by reason of this Agreement, and no partnership or joint venture or

fiduciary relationship between the Parties is intended to be created hereby. Nothing in this Agreement shall be construed as creating any relationship between Buyer and the Interconnecting Utility.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications.

[Signature page follows]

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

NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY, as Buyer

By: _____
Name: Patrick P. Smith
Title: Vice President, Energy Supply

SOMERSET ENERGY STORAGE, LLC, as Seller

By: _____
Name:
Title:

Docusign Envelope ID: BC01BEDE-7885-8D3A-8077-090A124ECF3A

REDACTED

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

NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY, as Buyer

By: _____
Name:
Title:

SOMERSET ENERGY STORAGE, LLC, as Seller

By: Juliana Mandell
Name: Juliana Mandell
Title: Managing Partner

EXHIBIT A

FACILITY DESCRIPTION
(as of Effective Date)

Facility Name	Salt Cod Storage
Site address*	1606 Riverside Avenue, Somerset, MA. Bristol County.
Storage Unit Technology	Manufacturer: Tesla | Type: Tesla P1150 MP 2XL Converter | Technology: 4-hour standalone battery storage system
Nameplate Capacity (MW_{AC})	168 MWac
Effective Charging Capacity (MW)	168 MW
Short Term Maximum Capacity Delivered to Grid (MW)	168 MW
Maximum Duration of Short Term Capacity (min)	4 Hour
Number of modules	200 units (50 clusters of 4 units)
Capacity per module (MW_{AC})	0.8496 MWac
Nominal Energy per Module (MWh)	3.407 MWh
Nominal Energy Capacity / Storage Capability (MWh)	672 MWh
ISO-NE Resource ID	To be assigned
Interconnecting Utility	New England Power Company dba National Grid
Interconnection Queue Number	1412
Interconnection Voltage (kV)	115 kV
Pricing Node (ISO-NE PTF Node)	To be assigned
Delivery Point	115 kV Pottersville Substation

[redacted]

* Include map of area where Facility is located, indicating highways/roadways and/or landmarks near the Facility, as well as latitude and longitude.
** Reflects the "Effective Deliverable Capacity" (MW) as set forth in Part IV of the CPPD form.

Facility Map (approximate):

Exhibit A-2

REDACTED

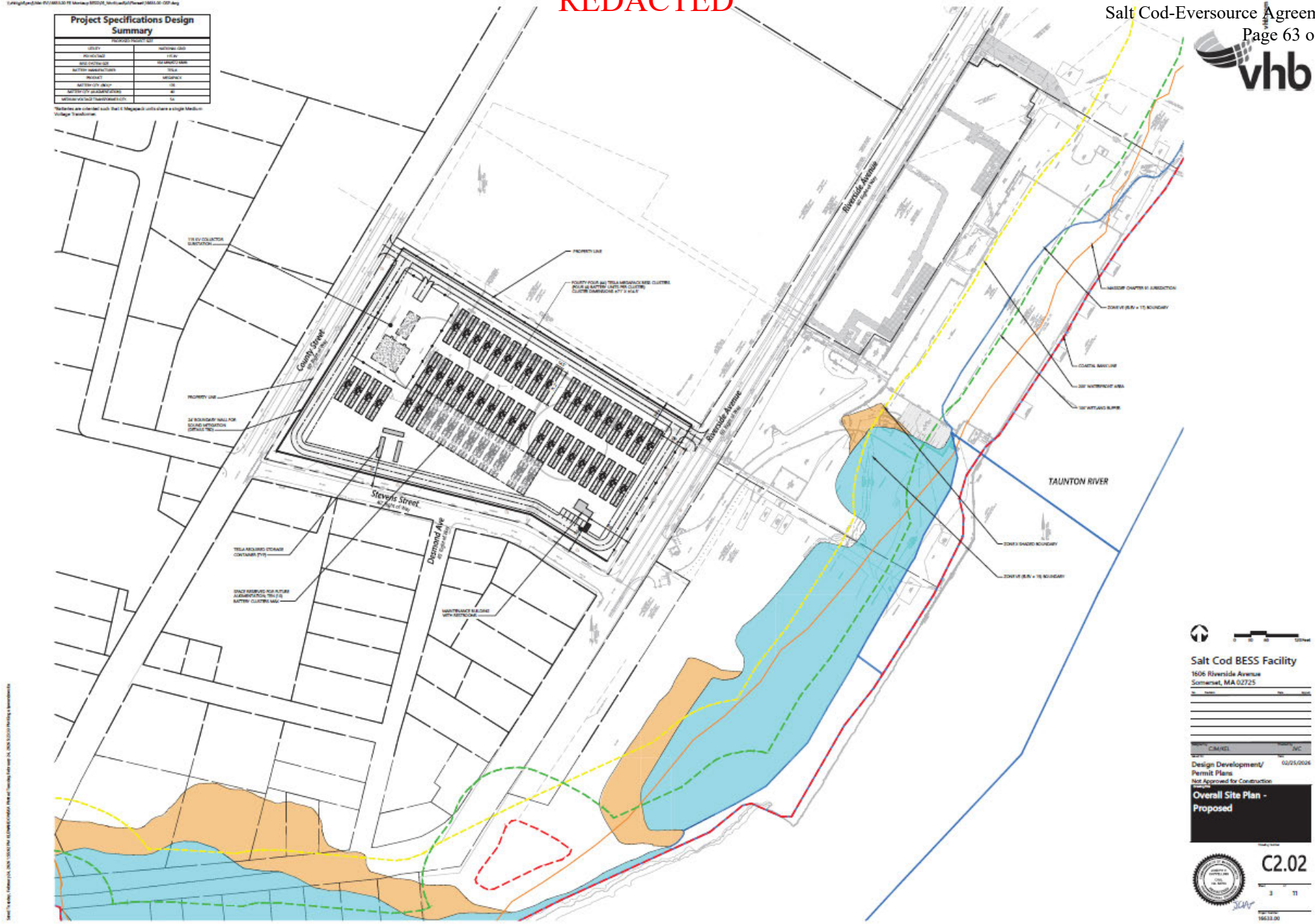

Exhibit A-3

EXHIBIT B

SELLER'S CRITICAL MILESTONES

#	Critical Milestone	Date
3.1 (a) (i)	receipt of all Permits necessary to construct the Facility, as set forth in Exhibit B, in final form	12/31/2027
3.1 (a) (ii)	acquisition of all required real property rights necessary for construction and operation of the Facility and the interconnection of the Facility to the Interconnecting Utility and such rights for the construction of Network Upgrades in full and final form with all options and/or contingencies having been exercised demonstrating complete site control as set forth in Exhibit B	12/31/2027
3.1 (a) (iii)	receipt of a Statement of Qualification	12/30/2028
3.1 (a) (iv)	achievement of the Financial Closing Date	1/31/2028
3.1 (a) (v)	execution of the Interconnection Agreement by all parties thereto	10/31/2027
3.1 (a) (vi)	achievement of the Commercial Operation Date (**"Guaranteed Commercial Operation Date"**).	12/31/2028

3.1(a)(i) Permit List:

Agency	**Permit/Approval**	**Applicability to Project**
Environmental Protection Agency (EPA)	Construction Stormwater Permit (NPDES) – General Construction Permit (GCP)	EPA is the permitting authority for construction activities in MA
Somerset Zoning Board of Appeals	Planned Development Approval	Required for any planned development in the industrial district
Somerset Planning Board	Stormwater Permit	Required for construction projects disturbing one acre or more
Somerset Building Department	Building Permit	To be issued prior to start of construction

3.1(a)(ii) Property Rights:

Type	**Description**	**Applicability to Project**
Parcel Site Control	Purchase or Lease Agreement	Site Control required for parcel where Facility will be located

EXHIBIT C

FORM OF PROGRESS REPORT

Seller Name:

Facility Name:

For the Quarter Ending: _____

Critical Milestones Achieved:

Critical Milestones Pending:

Status of Progress toward achievement of Critical Milestones during the quarter:

Status of permitting and Permits obtained during the quarter:

Status of Financing for Facility:

Status of Interconnection and Network Upgrades:

Current projection for Financial Closing Date:

Under construction: No Yes

Events expected to result in delays in achievement of any Critical Milestones:

1. A PERT or GANTT chart showing the critical path schedule of major items and activities regarding the development, construction and startup of the Facility.
2. A summary of major activities during the previous quarter.
3. A description of major activities scheduled for the current quarter.
4. A description of the progress on achieving each Critical Milestone.
5. A description of issues that have adversely impacted or could reasonably be expected to adversely impact achievement of any Critical Milestone, including a description of any events that have resulted in or could reasonably be expected to result in delays.
6. Current projection for Commercial Operation Date.

REDACTED

EXHIBIT D

PRICING

A. Pricing

Price Schedule	
Contract Year	$/ Delivered REC
1	$20.40
2	$20.40
3	$20.40
4	$20.40
5	$20.40
6	$20.40
7	$20.40
8	$20.40
9	$20.40
10	$20.40
11	$20.40
12	$20.40
13	$20.40
14	$20.40
15	$20.40
16	$20.40
17	$20.40
18	$20.40
19	$20.40
20	$20.40

The above pricing is firm and not subject to change or adjustment.

To the extent that any Regionalized Transmission Costs are collected in any month, the payment for any RECs Delivered in that month will be reduced by an amount equal to Buyer's Percentage Entitlement of such Regionalized Transmission Costs or reduced costs.

REDACTED

EXHIBIT E

NETWORK UPGRADES

To be determined pursuant to the executed Interconnection Agreement

REDACTED

EXHIBIT F

FORM OF LETTER OF CREDIT

BNP PARIBAS
TRADE FINANCE SERVICES
787 SEVENTH AVENUE
NEW YORK, NY 10019

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUE DATE: _____

APPLICANT
SOMERSET ENERGY STORAGE, LLC
3660 BLAKE ST., SUITE 750
DENVER, CO 80205

BENEFICIARY
NSTAR Electric Company **DBA Eversource Energy**
c/o Eversource Energy Service Company
Treasury Department
107 Selden Street
Berlin, CT 06037
ATTENTION: MR. JAMES J. VANCHO, DIRECTOR – CORPORATE FINANCE & CREDIT

EXPIRY DATE AND TIME: **[*insert date & office closing time*]**

CURRENCY	AMOUNT
USD	**3,621,408.00**

ASSOCIATED AGREEMENT
[*Insert specific contract reference & date here*]

WE, BNP PARIBAS, ACTING THROUGH ITS NEW YORK BRANCH HEREBY ISSUE IN FAVOR OF THE ABOVE MENTIONED BENEFICIARY OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: [_____] BY ORDER OF AND FOR THE ACCOUNT OF SOMERSET ENERGY STORAGE, LLC, 3660 BLAKE ST., SUITE 750, DENVER, CO 80205 FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE OF USD3,621,408.00 (THREE MILLION SIX HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED EIGHT AND 00/100 UNITED STATES DOLLARS (USD**[_____]**) ("ORIGINAL AMOUNT") AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON **BNP PARIBAS** ("ISSUER") LOCATED AT BNP PARIBAS RCC, INC., NEWPORT TOWER,SUITE 188, 525 WASHINGTON BOULEVARD, JERSEY CITY, NJ 07310 ATTN: TRADE FINANCE OPERATIONS.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AT OUR ABOVE STATED ADDRESS AND WE HEREBY ENGAGE WITH YOU THAT SIGHT DRAFTS PRESENTED AND DRAWN UNDER AND IN COMPLIANCE WITH THE

TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON PRESENTATION WHEN ACCOMPANIED BY THE BELOW MENTIONED DOCUMENTS PURSUANT TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

1. YOUR SIGHT DRAFT, IN THE FORM OF ANNEX 1 ATTACHED HERETO; AND
2. YOUR SIGNED AND DATED STATEMENT, IN THE FORM OF ANNEX 2 ATTACHED HERETO; AND
3. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).

ADDITIONAL TERMS AND CONDITIONS:

1. THIS LETTER OF CREDIT IS EFFECTIVE **FROM (date of issuance)**[_____ __, 20[__]] AND SHALL EXPIRE ON [_____ __, ____] AT OUR COUNTERS, PROVIDED THAT THIS LETTER OF CREDIT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR SUCCESSIVE PERIODS OF ONE (1) YEAR FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRY 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 EXTENDED FOR ANY SUCH ADDITIONAL PERIOD

   UPON RECEIPT BY YOU OF SUCH NOTICE AND IF A SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO YOU IS NOT PROVIDED TO YOU BY OR ON BEHALF OF THE APPLICANT AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE IN EFFECT AT THE TIME OF NOTICE, THEN YOU MAY DRAW UNDER THIS LETTER OF CREDIT UP TO THE AVAILABLE AMOUNT.
2. THE AMOUNT AVAILABLE TO BE DRAWN HEREUNDER AT ANY TIME ("AVAILABLE AMOUNT") SHALL BE EQUAL TO THE ORIGINAL AMOUNT LESS THE AGGREGATE AMOUNT OF ANY PRIOR PAID DRAWINGS HEREUNDER AT OUR COUNTERS.
3. ANY NUMBER OF PARTIAL DRAWINGS IS PERMITTED FROM TIME TO TIME UNDER THIS LETTER OF CREDIT.
4. A FAILURE TO MAKE ANY PARTIAL DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.
5. IN THE EVENT OF A FULL OR FINAL DRAWING, THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.

6. Presentation of any drawing may be made by hand-delivery, express courier, or certified mail at the following address:

ISSUER
BNP PARIBAS
C/O BNP PARIBAS RCC, INC.
NEWPORT TOWER SUITE 188
525 WASHINGTON BLVD
JERSEY CITY, NJ 07310
ATTN: TRADE FINANCE SERVICES

7. DRAWINGS PRESENTED BY TELEFACSIMILE ("FAX") TO FAX NO. **1-973-988-4471** (EACH SUCH DRAWING, A "FAX DRAWING") ARE ALSO ACCEPTABLE PROVIDED THAT SUCH FAX PRESENTATION IS MADE ON OR BEFORE THE EXPIRY DATE. A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER 1-877-796-7526

8. IF A DRAWING IS MADE BY YOU HEREUNDER AT OR BEFORE 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY (AS HEREINAFTER DEFINED) IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 4:00 P.M., NEW YORK TIME, ON THE NEXT FOLLOWING BUSINESS DAY. IF A DRAWING IS MADE BY YOU HEREUNDER AFTER 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 3:00 P.M., NEW YORK TIME, ON THE SECOND BUSINESS DAY THEREAFTER.

9. THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

10. IF ANY DEMAND FOR PAYMENT UNDER THIS STANDBY LETTER OF CREDIT DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF THIS STANDBY LETTER OF CREDIT, THE ISSUING BANK SHALL GIVE THE BENEFICIARY PROMPT WRITTEN NOTICE OF THE SAME STATING THE REASONS THEREFOR, AND THE ISSUING BANK WILL, UPON THE BENEFICIARY'S REQUEST, HOLD THE DOCUMENTS PRESENTED TO THE ISSUING BANK AT THE BENEFICIARY'S DISPOSAL OR RETURN THE SAME TO THE BENEFICIARY. UPON BEING NOTIFIED THAT ANY DEMAND FOR PAYMENT DID NOT CONFORM TO THIS STANDBY LETTER OF CREDIT, THE BENEFICIARY MAY ATTEMPT TO CORRECT ANY SUCH NON-CONFORMING DEMAND FOR PAYMENT.

11. THIS LETTER OF CREDIT MAY BE TERMINATED UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

12. APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY

AFFECT THE LIABILITY OF THE ISSUER UNDER THIS LETTER OF CREDIT AND, AS A RESULT, THE ISSUER SHALL ALWAYS REMAIN LIABLE TO THE BENEFICIARY FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, NOTWITHSTANDING SAID BANKRUPTCY, RECEIVERSHIP, PETITION OR DISCHARGE - NOT TO EXCEED THE AVAILABLE AMOUNT OF THIS LETTER OF CREDIT.

13. ALL COMMISSIONS AND OTHER BANKING CHARGES WITH RESPECT TO THIS LETTER OF CREDIT WILL BE BORNE BY THE APPLICANT.

14. WITH THE EXCEPTION OF INCREASES THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.

15. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.

16. THIS LETTER OF CREDIT IS IRREVOCABLE.

17. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.

18. NOTWITHSTANDING ANY PROVISION OF THIS LETTER OF CREDIT TO THE CONTRARY, SHOULD THIS LETTER OF CREDIT EXPIRE OR TERMINATE ON A DATE THAT THE ISSUER'S LOCATION IS CLOSED DUE TO AN INTERRUPTION OF THE ISSUER'S BUSINESS CAUSED BY AN ACT OF GOD, WEATHER-RELATED EVENT, RIOT, CIVIL COMMOTION, INSURRECTION, ACT OF TERRORISM, WAR, DECLARED OR UNDECLARED, OR ANY CAUSE BEYOND THE ISSUER'S CONTROL, THEN THE TERMS OF THIS LETTER OF CREDIT WILL AUTOMATICALLY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT LESS THAN TEN (10) BUSINESS DAYS OR IN ANY EVENT UP TO THIRTY (30) CALENDAR DAYS, FOLLOWING THE DAY ON WHICH THE ISSUER RESUMES ITS BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED, AND, AS A RESULT, ANY DRAWING ON THIS LETTER OF CREDIT WHICH COULD PROPERLY HAVE BEEN MADE, BUT FOR SUCH INTERRUPTION, SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD

19. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (“ISP98”) OR SUCH LATER REVISION (S) OF THE INTERNATIONAL STANDBY PRACTICES AS MAY BE HEREAFTER ADOPTED. AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK.

20. SHOULD BENEFICIARY REQUIRE A REPLACEMENT OF THIS LETTER OF CREDIT DUE TO LOSS

OR DESTRUCTION OF THE ORIGINAL, WE WILL PROVIDE REPLACMENT UPON WRITTEN REQUEST WHEN ACCOMPANIED BY A COPY OF THE ORIGINAL.

21. CERTAIN ADMINISTRATIVE SERVICES FOR BNP PARIBAS MAY BE PROVIDED BY BNP PARIBAS RCC, INC., BNP PARIBAS, THROUGH ITS CANADA BRANCH, OR ANY DIRECT OR INDIRECT MAJORITY OWNED SUBSIDIARY OF BNP PARIBAS.

BNP PARIBAS

BY:_____ BY:_____
AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

REDACTED

ANNEX 1 TO LETTER OF CREDIT - FORM OF SIGHT DRAFT

SIGHT DRAFT

[DATE]

To:
BNP PARIBAS
C/O BNP PARIBAS RCC, INC.
NEWPORT TOWER-SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTENTION: TRADE FINANCE SERVICES

Pay to the order of: **[ES/Beneficiary Entity]** (the "Beneficiary")
[Amount] and [##]/100 (UNITED STATES DOLLARS (USD [#####.##]) at sight.
By wire transfer in same day funds to
[Bank Name], ABA Routing No. [#########],
Account No. [#######].

NSTAR Electric Company **DBA Eversource Energy**

By: _____
Name:
Title:
Date:

REDACTED

ANNEX 2 TO LETTER OF CREDIT

DRAWING CERTIFICATE

DATE: _____

TO:
BNP PARIBAS
C/O BNP PARIBAS RCC, INC.
NEWPORT TOWER-SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTENTION: TRADE FINANCE SERVICES

ATTENTION: STANDBY LETTER OF CREDIT UNIT

RE: IRREVOCABLE LETTER OF CREDIT NO. **[_____]**

LADIES AND GENTLEMEN:

THE UNDERSIGNED HEREBY DRAWS ON THIS LETTER OF CREDIT BECAUSE OF ONE OR MORE OF THE FOLLOWING REASONS:

(A) THE AMOUNT FOR THIS DRAWING, USD **[INSERT AMOUNT]**, BEING MADE UNDER THE **[*Issuer Name*]** ("ISSUER") LETTER OF CREDIT NUMBER **[INSERT LETTER OF CREDIT REFERENCE NUMBER]**, REPRESENTS AN AMOUNT DUE AND PAYABLE TO BENEFICIARY FROM APPLICANT UNDER AND/OR IN CONNECTION WITH **[*Associated Agreement Reference*]**, OR

(B) THE AMOUNT FOR THIS DRAWING, USD **[INSERT AMOUNT]**, IS BEING MADE UNDER THE [***Issuer Name***] ("ISSUER") LETTER OF CREDIT NUMBER [**INSERT LETTER OF CREDIT REFERENCE NUMBER**] BECAUSE (I) THE ISSUER HAS NOTIFIED THE BENEFICIARY THAT IT HAS ELECTED NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED, OR (II) NO SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO BENEFICIARY HAS BEEN PROVIDED BY APPLICANT, OR (III) THE CURRENT EXPIRY DATE OF THIS LETTER OF CREDIT IS WITHIN THIRTY (30) DAYS.

VERY TRULY YOURS,

NSTAR Electric Company **DBA Eversource Energy**
BY: _____
NAME: _____
TITLE: _____
DATE:_____

EXHIBIT G

REC DELIVERY SCHEDULE

The Contract Maximum Amount shall mean the amounts of RECs per calendar month as specified in the table below. Seller may, by written notice to Buyer, update the monthly Contract Maximum Amounts following any change in the Clean Peak Standard regulations, including the applicable seasonal multipliers, provided that no such update shall modify the annual total of RECs.

	Salt Cod 168 MW	Eversource
January	70,560	38,025
February	70,560	38,025
March	19,656	10,593
April	16,968	9,144
May	55,776	30,058
June	73,248	39,473
July	70,560	38,025
August	78,624	42,370
September	48,384	26,074
October	18,312	9,868
November	17,640	9,506
December	70,560	38,025
Total	**610,848**	**329,186**