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Public Redacted Version

POWER PURCHASE AGREEMENT

BETWEEN

CAPE LIGHT COMPACT JPE

AND

FARMINGTON SOLAR, LLC

As of November 20, 2018

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT ("Agreement") is entered into as of November 20, 2018 (the "Effective Date"), by and between Cape Light Compact JPE ("Buyer"), a joint powers entity organized pursuant to G.L. c. 40, §4A½ and Farmington Solar, LLC, a Delaware limited liability company ("Seller"). Buyer and Seller are individually referred to herein as a "Party" and are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Seller desires to develop, design, construct, own and operate a photovoltaic solar electric energy generating facility located in Farmington, Franklin County, Maine, with an expected total capacity of 77 MWs (AC) ("Facility"), which Facility is more fully described in Exhibit A hereto;

WHEREAS, Buyer desires to enter into a long-term contract for the purchase of energy and renewable energy certificates to include as part of its municipal aggregation power supply program; and

WHEREAS, Buyer and Seller desire to enter into this Agreement pursuant to which Seller shall sell to Buyer, and Buyer shall purchase from Seller, Energy and RECs (each as defined herein) generated by the Facility in accordance with the terms hereof.

AGREEMENT

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 first paragraph and 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.

"Affiliate" means, with respect to any Person, any entity controlled, directly or indirectly, by such Person, any entity that controls, directly or indirectly, such Person or any entity directly or indirectly under common control with such Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management, operations, or policies of such Person, whether through the ownership of voting securities or by contract or otherwise. For purposes of

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this definition, NextEra Energy Operating Partners, LP and NextEra Energy Partners, LP are deemed to be Affiliates of Seller.

“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’s Percentage Entitlement” shall mean the ratio of five (5) megawatts to Actual Facility Size as of the Effective Date.

“Buyer’s Taxes” shall have the meaning set forth in Section 5.3(a) hereof.

“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 within the ISO-NE control area and the generation attributes of certain Energy imported into the ISO-NE control area.

“Change in Law” shall have the meaning set forth in Section 18.5.

“Commercial Operation Date” means the date Seller confirms as the date of commencement of Commercial Operations of the Facility by written notice to Buyer.

“Commercial Operations” means the date on which the Facility is physically complete and has successfully completed all performance tests, and satisfies the interconnection requirements and other regulatory requirements of ISO-NE, any other Transmission Provider and the Interconnecting Utility, as applicable.

“Commercially Reasonable” means any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations.

“Contract Price” shall be the price for the Products as set forth in Section 5.1.

“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 include the days in the prior month in which the Commercial Operation Date occurred.

“Costs” means, with respect to the Non-Defaulting Party, (a) brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged or financed its obligations under this Agreement or in entering into new arrangements which replace the terminated transaction but only as the same relates specifically to this Agreement; and (b) all reasonable

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attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of the transaction but only as the same relates specifically to this Agreement.

"Credit Rating" means, with respect to the applicable entity on any date of determination, the rating then assigned to its unsecured senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P and Moody's; if either ratings agency does not assign a rating to the unsecured, senior long-term debt or deposit obligations of such entity, the "Credit Rating" for that ratings agency shall be the general corporate credit rating or long-term issuer rating, as applicable, assigned by such ratings agency to such entity.

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

"Defaulting Party" shall have the meaning set forth in Section 7.1 hereof.

"Delay Damages" shall mean the damages assessed pursuant to Section 3.1(a) hereof.

"Deliver" or "Delivery" shall mean with respect to (i) Energy, to supply Energy at the Delivery Point in accordance with the terms of this Agreement and the ISO-NE Rules, and (ii) RECs, to supply RECs in accordance with Section 4.5.

"Delivery Point" shall mean the specific location where Seller shall transmit its Energy to Buyer, as set forth in Exhibit A hereto.

"Designated Retail Electric Supplier" shall mean, with respect to Buyer, the entity that is providing full requirements electric power supply to the retail load of Buyer's Member municipalities, in accordance with a competitive electric supply agreement separately executed between Buyer and such entity.

"Development Milestones" shall have the meaning set forth in Section 3.2(c).

"Development Milestone Date" shall have the meaning set forth in Section 3.2(c).

"Early Termination Date" shall have the meaning set forth in Section 7.2(a).

"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 electric "energy," as such term is defined in the ISO-NE Tariff, generated by the Facility as measured in MWh in Eastern Prevailing Time, less such Facility's station service use, generator lead losses and transformer losses, which quantity for purposes of this Agreement will never be less than zero.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Facility, the production of electrical

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energy from the Facility and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by applicable Law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Certificates. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state Law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local Law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, Renewable Energy Certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products as existing on the date hereof or as may be available from time to time during the Term of the Agreement.

"Environmental Incentives" means all grants, credits, rebates, incentive payments, benefits, allowances and entitlements of any kind awarded or payable in connection with the installation, ownership or operation of a solar renewable energy system, including rebates, payments and incentives under the American Recovery and Reinvestment Act.

"Event of Default" shall have the meaning set forth in Section 7.1.

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

"Expiring Letter of Credit" shall have the meaning set forth in Section 13.1(b).

"Facility" shall have the meaning set forth in the Recitals.

"Facility Backfeed Date" means the date on which the Facility is electrically connected to the Transmission System for the purpose of commencing performance tests and commissioning processes.

"Facility Investor Consent" shall mean a form of Facility Lender consent substantially in the form of Exhibit B.

"Facility Lender" shall mean any and all Persons (A) lending money, extending credit or providing loan guarantees (whether directly to Seller or to an Affiliate of Seller) as follows: (i) for the construction, interim or permanent financing or refinancing of the Facility; (ii) for working capital or other ordinary business requirements of the Facility (including the maintenance, repair, replacement or improvement of the Facility); (iii) for any development financing, bridge financing,

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credit support, credit enhancement or interest rate protection in connection with the Facility; (iv) for any capital improvement or replacement related to the Facility; or (v) for the purchase of the Facility and the related rights from Seller; or (B) participating (directly or indirectly) as an equity investor (including a tax equity investor) in the Facility; or (C) any lessor under a lease finance arrangement relating to the Facility.

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

“Force Majeure” shall mean any cause beyond the reasonable control of, and not the result of negligence, or the lack of due diligence of, the Party claiming suspension of performance as a result thereof that directly prohibits or prevents such Party from performing its obligations under this Agreement. Force Majeure shall include, without limitation and solely to the extent not the result of negligence or the lack of due diligence of the Party claiming Force Majeure: fire, flood, unusual or extreme adverse weather, invasion, civil war, blockades, embargoes, sabotage, epidemics, explosions, acts of terrorism, military or usurped power, order of any court granted in any bona fide adverse legal proceeding or action (not brought by either Party), order of any civil, military or governmental authority (either de facto or de jure and including, without limitation, orders of governmental and administrative agencies which conflict with the terms of this Agreement), failure of any Governmental Entity to act (provided that such action has been timely requested and diligently pursued), acts of God or public enemies, strikes, work stoppages or other labor disputes (excluding those limited to one or more of Seller, Seller’s Affiliates, or third parties employed by Seller to work at the Facility), delay or inability to procure required equipment as result of Governmental Entity action or if such delay or inability is itself the result of a Force Majeure event, failure of equipment if such failure is itself the result of a Force Majeure event, transformer failure, and disruptions or curtailments of transmission service. Force Majeure shall not include a change in energy prices, Seller’s ability to sell the Products at a price greater than that set out in this Agreement, Buyer’s ability to procure the Products at a price lower than set out in this Agreement, economic harm to a Party or the financial condition of a Party.

“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” are the NEPOOL Generation Information System Operating Rules effective as of the Effective Date, as amended, superseded, or restated from time to time.

“Good Industry Practice” shall mean compliance with all applicable Laws, codes, rules and regulations, all ISO-NE Rules and ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the electric industry in New England during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety and expedition. Good Industry Practice is not intended to be limited to the optimum practice, method or act to the

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exclusion of all others, but rather is intended to include acceptable practices, methods and acts generally accepted in the electric industry in New England.

“Governmental Entity” shall mean any federal, state or local governmental agency, authority, department, instrumentality or regulatory body, and any court or tribunal, with jurisdiction over Seller, Buyer or the Facility.

“Independent Engineer” shall mean a licensed professional engineer with expertise in the development of renewable energy projects using the same renewable energy technology as the Facility, reasonably selected by and retained by Seller in order to determine the as-built nameplate capacity of the Facility.

“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 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.

“ISO Settlement Market System” shall have the meaning as set forth in the ISO-NE Tariff.

“Late Payment Rate” shall have the meaning set forth in Section 5.2(e) hereof.

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

“Letter of Credit” means an irrevocable, non-transferable, standby letter of credit, issued by a Qualified Institution. Letters of Credit shall be in a form substantially the same as that attached as Exhibit D hereto, with any changes required by the issuing Qualified Institution.

“Letter of Credit Default” means any of the following: (i) the Qualified Institution issuing such Letter of Credit shall fail to maintain *either* (a) a Credit Rating of at least A- by S&P or A3 by Moody’s or (b) credit profile acceptable to the Seller and Facility Lenders as determined in a Commercially Reasonable manner consistent with the Seller’s rights set forth in the definition of Qualified Institution, (ii) the Qualified Institution issuing such Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (iii) the Qualified Institution issuing such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; or (iv) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the term of this Agreement.

“Locational Marginal Price” or “LMP” shall have the meaning set forth in the ISO-NE Rules.

“Losses” means, with respect to either Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner, in accordance with market value in the ISO-NE market. Each present value calculation shall be made using as a discount rate the yield on US Treasury bills or bonds, as the case may be, with tenors equal to the then-remaining term of the Agreement (had the Agreement not terminated), in effect on the day the calculation is made, as identified in Bloomberg Online or as published in The Wall Street Journal.

“Market Participant” shall have the meaning set forth in the ISO-NE Rules.

“Massachusetts Renewable Energy Portfolio Standard” means the requirements set forth in M.G.L. c. 25A §11F and cognate regulations set forth in 225 C.M.R. §14.00, as effective on the Effective Date and not as may be amended or superseded after the Effective Date.

“Member” shall mean, with respect to Buyer: (i) each of twenty-one (21) municipalities in Barnstable County, Massachusetts and Dukes County, Massachusetts, that has executed the *Joint Powers Agreement of the Cape Light Compact JPE*, as in effect on April 12, 2017, as amended and restated as of December 13, 2017; and (ii) any municipality or other Governmental Entity in Massachusetts that becomes a party to such agreement after the Effective Date.

“Meters” shall have the meaning set forth in Section 4.4(a) hereof.

“Moody’s” means Moody’s Investor Services, Inc. (or its successor).

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“MW” shall mean a megawatt AC.

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

“NEPOOL” shall mean the New England Power Pool and any successor organization.

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

“Network Upgrades” shall mean upgrades to the Pool Transmission Facilities and the Transmission Provider’s transmission and distribution systems, as determined and identified in the interconnection study approved in connection with construction of the Facility, necessary for Delivery of the Energy to the Delivery Point.

“Non-Defaulting Party” shall have meaning set forth in Section 7.1(a) hereof.

“Operational Limitations” of the Facility are the parameters set forth in Exhibit A describing the physical limitations of the Facility.

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

“Permit” shall mean any license, approval, authorization, notification, waiver, exception, or other approval by or from any Governmental Entity (and, with respect to Seller, any Transmission Provider or Interconnecting Utility) necessary for such Party to perform its obligations under this Agreement.

“Person” shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, limited partnership, association, trust, unincorporated organization, or a government authority or agency or political subdivision thereof.

“Planned Commercial Operation Date” means no later than December 31, 2020; *provided that*, upon the occurrence, prior to December 31, 2020, of a Force Majeure event, the Planned Commercial Operation Date shall be delayed one day for each day such Force Majeure event continues, and *provided further* that Seller shall have a one-time right to extend the Planned Commercial Operation Date by [REDACTED].

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

“Products” shall mean Unit Contingent Energy and RECs generated by the Facility.

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

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“Qualified Institution” means a bank organized under the Laws of the United States or a political subdivision thereof, or a U.S. branch of a bank organized outside of the United States, in either case, which must have (A) assets of at least \$8 billion (or its equivalent if not denominated in United States Dollars, as determined by Seller in a Commercially Reasonable manner) and (B) *either* (i) a Credit Rating of at least “A-” from S&P and a Credit Rating of at least “A3” from Moody’s *or* (ii) a credit profile acceptable to Seller that in Seller’s Commercially Reasonable determination, would not adversely affect Seller’s ability to finance the Facility or otherwise increase Seller’s financing costs, *provided that*, if the institution’s credit profile is not acceptable to any Facility Lender (such Facility Lender to potentially provide financing for the Facility at any point after the Facility Backfeed Date), then this subsection (ii) shall not apply, and Buyer shall have 60 days after receipt of written notice from Seller to obtain a Letter of Credit from an institution complying with (i) above.

“Real Time Energy Market” shall have the meaning set forth in the ISO-NE Rules.

“Redacted Solar PPA” means this Agreement as it has been redacted to remove all confidential and proprietary information protected from public disclosure pursuant to G.L. c. 4, §7, cl. 26(s) (energy-related trade secrets or confidential information).

“Renewable Energy Certificates” or “RECs” shall mean all of the Certificates and any and all other Environmental Attributes associated with the Energy produced by the Facility, and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of generation from the Facility.

“RPS Mass Class I Renewable Generation Unit” shall mean a “Renewable Generation Unit,” as defined in the Massachusetts Renewable Energy Portfolio Standard.

“RTO” shall mean ISO-NE and any successor organization 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.

“Schedule” or “Scheduling” shall mean the actions of Seller and/or its designated representatives pursuant to Section 4.2, of notifying, requesting and confirming to ISO-NE the quantity of Energy to be scheduled and delivered at the Delivery Point on any given day or days (or in any given hour or hours) during the Services Term.

“Seller Parent Guaranty” means, with respect to Seller, a parent guaranty issued by Seller’s Guarantor, in a form substantially the same as that set forth in Exhibit C hereto.

“Seller’s Guarantor” means NextEra Energy Capital Holdings, Inc., or its successor.

“Seller’s Sale and Delivery Obligations” shall have the meaning set forth in Section 4.1 hereof.

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“Seller’s Taxes” shall have the meaning set forth in Section 5.3(a) hereof.

“Services Term” shall have the meaning set forth in Section 2.2 hereof.

“Settlement Amount” shall have the meaning set forth in Section 7.2(a) hereof.

“S&P” means Standard & Poor’s Rating Group (or its successor).

“Tax Credits” means current or future incentive tax credits (or cash grants in lieu thereof), accelerated depreciation, and any other tax credit or tax write-offs allowed under applicable Law, in each case attributable to the Facility or the Energy generated therefrom, irrespective of whether such Tax Credits accrue for the benefit of Seller, any of its Affiliates or any investor of Seller or any of its Affiliates.

“Term” shall have the meaning set forth in Section 2.1 hereof.

“Termination Notice” shall have the meaning set forth in Section 7.2(a).

“Termination Payment” shall have the meaning set forth in Section 7.2(b) hereof.

“Test Period” means the period between the Effective Date and the Commercial Operation Date of the Facility.

“Trading Period” means the term as defined in Rule 3.2 of the GIS Operating Rules.

“Transmission Provider” shall mean (a) ISO-NE, its respective successor or Affiliates; and (b) such other third parties from which 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 Products are to be supplied only from the Facility and only in an amount equal to Buyer’s Percentage Entitlement of available generation.

“Vintage” means the calendar quarter or calendar year in which the MWh of Energy associated with the REC was generated.

2. TERM/SERVICES TERM

2.1 Term. The term of the Agreement (the “Term”) shall commence upon the Effective Date and shall remain in effect until the end of the Services Term unless earlier terminated in accordance with Article 7 hereof.

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2.2 Services Term. Seller shall commence selling Buyer's Percentage Entitlement, and Buyer shall commence purchasing Buyer's Percentage Entitlement, on the Commercial Operation Date, and Seller and Buyer shall continue selling and purchasing, respectively, Buyer's Percentage Entitlement in accordance with the terms hereof through the earlier of (i) hour ending 2400 on the day twenty (20) years following and including the Commercial Operation Date, or, if applicable, (ii) the Early Termination Date, as determined in accordance with Article 7 ("Services Term").

2.3 Survival. Notwithstanding the foregoing: (i) the applicable provisions of this Agreement shall continue in effect after expiration or termination hereof to the extent necessary to complete final billings and billing adjustments, and resolve any outstanding billing dispute(s); (ii) expiration or termination of the Agreement for any reason shall not relieve either Party of any right or obligation arising hereunder prior to such expiration or termination, and shall not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives expiration or termination.

3. FACILITY DEVELOPMENT AND OPERATION

3.1 Commercial Operation Date Delay.

(a) If the Commercial Operation Date occurs after the Planned Commercial Operation Date, Seller shall pay Buyer damages equal to [REDACTED] commencing on the Planned Commercial Operation Date and continuing until the earlier of the Commercial Operation Date or the date that is [REDACTED] after the Planned Commercial Operation Date (such payments, "Delay Damages"). Delay Damages shall accrue interest at the Late Payment Rate, commencing on the Planned Commercial Operation Date and ending on (but excluding) the Commercial Operation Date. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to Seller's delay in achieving the Planned 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.

(b) If the Commercial Operation Date does not occur by the date than is [REDACTED] after the Planned Commercial Operation Date (such lapse, an "Extended Delay"), an Event of Default shall have occurred with respect to Seller, and Buyer shall have the right to terminate this Agreement in accordance with Section 7.2; [REDACTED]

(c) By the tenth (10th) day following the end of the calendar month in which Delay Damages first become due and 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 to Buyer in respect thereof for the preceding calendar month. No later than ten (10) days after receiving such invoice, Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer, the amount set forth as due in such invoice.

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3.2 Construction and Changes in Capacity.

(a) Construction of Facility. Seller shall construct the Facility in accordance with Good Industry Practice, the manufacturer's guidelines for all material components of the Facility, all requirements of the ISO-NE Rules and ISO-NE Practices for the Delivery of the Products to Buyer, all applicable Permits and all other applicable Law. 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) Site Access. Buyer and its representatives shall have the right but not the obligation, during business hours and upon reasonable notice to Seller, to view the construction of the Facility; *provided that* Buyer shall observe all applicable Facility safety rules while at the Facility site.

(c) Facility Development. Commencing on the Effective Date, Seller shall develop the Facility in order to achieve the following milestones ("Development Milestones") by the following dates (each a "Development Milestone Date"); *provided that* if, prior to any Development Milestone Date, a Force Majeure event occurs, that Development Milestone Date shall be delayed one day for each day such Force Majeure event continues:

- (i) Receipt of all Permits necessary to construct the Facility, in final form, as certified in writing by Seller, by [REDACTED];
- (ii) Acquisition of all required real property rights necessary for the construction and operation of the Facility and interconnection of the Facility to the Interconnecting Utility (including any Network Upgrades), as certified in writing by Seller, by [REDACTED]; and
- (iii) Demonstration of the financial capability (whether through third party financing to Seller or Seller's own financial assets) to proceed with the development and construction of the Facility, including, as applicable, Seller's financial obligations with respect to interconnection of the Facility to the Interconnecting Utility and any required Network Upgrades, by [REDACTED].

Notwithstanding the foregoing, Seller may elect to extend all of the dates of the Development Milestones not yet achieved by up to [REDACTED] from the applicable dates set forth in this Section 3.2(c), *provided that* Seller shall have made substantial progress towards achieving the Development Milestones not yet achieved, as determined by Buyer in its reasonable discretion, upon review of supporting documents provided to Buyer at Buyer's request. Any such election shall be made in a written notice delivered to Buyer on or prior to the first date for a Development Milestone that has not yet been achieved (as such date may have previously been extended).

(d) Development Progress Reports. At the end of each calendar quarter after the Effective Date and until the Commercial Operation Date, Seller shall provide Buyer with a progress report regarding the Development Milestones set forth in subsection 3.2(c) above that are

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not yet achieved, as well as projected time to completion of the Facility by the Planned Commercial Operation Date, and shall provide supporting documents and detail regarding the same upon Buyer's request. Seller shall permit Buyer and its advisors and consultants to review and discuss with Seller and its advisors and consultants such progress reports during business hours and upon reasonable notice to Seller.

3.3 Commercial Operation Date; Conditions Precedent to Commercial Operation. Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products shall commence on the Commercial Operation Date. Seller must satisfy the following conditions precedent as of the Commercial Operation Date:

(a) Seller has completed all transmission and interconnection facilities and any Network Upgrades, including final acceptance and authorization to interconnect the Facility from ISO-NE or the Interconnecting Utility in accordance with the fully executed Interconnection Agreement;

(b) Seller has achieved all Development Milestones;

(c) Seller has obtained a Statement of Qualification from the Massachusetts Department of Energy Resources pursuant to 225 CMR 14.05 qualifying the Facility as a RPS Mass Class I Renewable Generation Unit;

(d) Seller 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 the registration of the Facility in the GIS;

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

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

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

3.4 Operation of the Facility.

(a) Compliance with Industry Requirements. Seller shall comply with, and cause the Facility to comply with: (i) Good Industry Practice; (ii) the Operational Limitations; (iii) 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 (including obligations related to the generation, Scheduling, interconnection, and transmission of Energy, and the transfer of RECs);

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and (iv) all manufacturer's operation and maintenance requirements. Seller shall be solely responsible for registering as the "Generator Owner and Generator Operator" of the Facility with NERC and any applicable regional reliability entities, as applicable.

(b) Permits. Seller shall maintain or cause to be maintained in full force and effect all Permits necessary for Seller to operate and maintain the Facility.

(c) Maintenance and Operation of Facility. Seller may contract with other Persons to provide construction, operation and maintenance functions with respect to the Facility, so long as Seller maintains overall control over and as between Seller and Buyer, full responsibility for, the construction, operation and maintenance of the Facility throughout the Term and further provided that such construction, operation and maintenance is undertaken in accordance with Good Industry Practice and all applicable Law. 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, as determined by ISO-NE, to Buyer. Seller shall notify Buyer in the event that, during the Services Term, the Facility experiences any major unplanned facility outage that causes the Facility to fail to produce Energy for two (2) consecutive months.

(d) ISO-NE Status. Seller shall, at all times during the Services Term, either: (i) be a 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, provided that in such instance, as between Seller and Buyer, Seller shall maintain all responsibility for the performance of such ISO-NE-related obligations in connection with the Facility and this Agreement.

(e) Forecasts. Commencing at least thirty (30) days prior to the Planned 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 forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Industry Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided.

(f) Compliance Reporting. Within thirty (30) days following the end of each calendar quarter after the Commercial Operation Date, Seller shall provide Buyer information pertaining to emissions, fuel types, labor information and any other information to the extent required by Buyer to comply with the disclosure requirements contained under applicable Law and any other such disclosure regulations which may be imposed upon Buyer during the Term, 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 the Products Delivered to Buyer hereunder, Seller shall provide any information in its possession (or, if not in Seller's possession, reasonably available to it and not reasonably available to Buyer) requested by Buyer to permit Buyer to comply with any such reporting requirement.

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(g) 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. Upon the execution of this Agreement, and at each subsequent policy renewal date thereafter, Seller shall provide Buyer with a certificate of insurance which (i) shall include Buyer as an additional insured on each policy, (ii) shall not include the legend "certificate is not evidence of coverage" or any statement with similar effect, if such evidence of insurance is not issued on a standard ACORD form, (iii) 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 (for coverage modifications that may adversely affect Buyer, Seller shall provide Buyer with thirty (30) days prior written notice), and (iv) 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."

(h) Contacts. Unless alternative contact information is delivered in writing to the other party, the following persons shall be the principal contacts for each party, each of whom shall have adequate authority and expertise to make day-to-day decisions with respect to the administration of this Agreement:

For Buyer:

Margaret T. Downey
Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6636 (voice)
mdowney@capelightcompact.org

Austin Brandt
Sr. Power Supply Planner
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6623 (voice)
austin.brandt@capelightcompact.org

For Seller:

John DiDonato
Vice President
700 Universe Boulevard
Juno Beach, FL 33408
John.didonato@nexteraenergy.com

With a copy to:

Mitch Ross
Vice President and General Counsel
700 Universe Boulevard
Juno Beach, FL 33408

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mitch.ross@nexteraenergy.com

(i) Compliance with Law. Without limiting the generality of any other provision of this Agreement, Seller shall be responsible for complying with all applicable requirements of Law, 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 associated with operational and environmental matters relating to the Delivery of the Products to Buyer hereunder and to the Facility or the Facility site.

(j) 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, it shall maintain the Facility's status as a QF or EWG (to the extent Seller meets the criteria for such status) at all times 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.

3.4 Interconnection Services. Seller shall be responsible for all costs associated with interconnection of the Facility at the Interconnection Point, including the costs of the Network Upgrades, consistent with all standards and requirements set forth by the ISO-NE, FERC, any other applicable Governmental Entity and the Interconnecting Utility. Seller shall comply with the terms and conditions of the Interconnection Agreement.

4. DELIVERY OF PRODUCTS

4.1 Obligation to Sell and Purchase Products.

(a) Beginning on the Commercial Operation Date and subject to 4.2(a), for the remainder of the Term: (i) Seller shall sell to Buyer, and Buyer shall purchase from Seller, all right, title and interest in and to, Buyer's Percentage Entitlement of the Products in accordance with the terms and conditions of this Agreement; (ii) Seller shall Schedule Energy directly into the ISO-NE settlement account of Buyer's Designated Retail Electric Supplier and shall Deliver such Energy at the Delivery Point, in accordance with Section 4.2(a), *provided that*, as long as Buyer's Designated Retail Electric Supplier is an Affiliate of Seller, Buyer's Designated Retail Electric Supplier shall accept Delivery of such Energy into its ISO-NE settlement account solely as authorized agent for Buyer, and shall not take title to any Energy Delivered into such ISO-NE settlement account; and (iii) Seller shall transfer all RECs to Buyer in accordance with Section 4.5 (collectively, "Seller's Sale and Delivery Obligations"). Seller's Sale and Delivery Obligations are Unit Contingent and shall be subject to the availability of the Facility. For the avoidance of doubt, during the Test Period, Seller shall not sell and Deliver to Buyer, and Buyer shall not purchase and receive, any Energy or RECs produced by the Facility.

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4.2 Scheduling and Delivery of Energy.

(a) During the Services Term and in accordance with Section 4.1, Seller shall Schedule all Energy with ISO-NE within the defined Operational Limitations of the Facility and in accordance with this Agreement and all ISO-NE Practices and ISO-NE Rules. Seller shall transfer the Energy to Buyer's Designated Retail Electric Supplier (the latter acting solely as authorized agent for Buyer) in the Day Ahead Energy Market or Real Time Energy Market, as reasonably agreed from time to time by Buyer and Seller and consistent with prevailing electric industry practices at the time. Buyer shall have no obligation to pay for any Energy not transferred to Buyer's Designated Retail Electric Supplier or for which Buyer's Designated Retail Electric Supplier's ISO settlement account is not credited in the ISO-NE Settlement Market System (including, without limitation, as a result of an outage on any electric transmission system).

(b) Without limiting the generality of this Section 4.2, Seller or the party with whom Seller contracts pursuant to Section 3.4(d) shall at all times during the Services Term be designated as the Market Participant for the Facility and Seller shall be solely responsible for any obligations and liabilities imposed by 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 transmission up to and at the Delivery Point, and Buyer shall be responsible for all of the foregoing after the Delivery Point, *provided that* Buyer shall have no responsibility or liability for any Network Upgrade. To the extent a Party incurs costs, charges, penalties or losses imposed by ISO-NE or under the ISO-NE Rules and ISO-NE Practices with respect to the Facility which are the responsibility of the other Party (including amounts not credited to Buyer's Designated Retail Electric Provider as described in Section 4.2(a)), the other Party shall reimburse such Party for the same.

4.3 Energy Delivery Point.

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

(b) Seller shall be responsible for all applicable charges associated with transmission interconnection, service and delivery charges, including all related ISO-NE administrative fees, uplift, socialized charges, 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.

4.4 Metering/Generation Data.

(a) Metering. All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the "Meters"), shall be installed, operated, maintained and tested at Seller's expense in accordance

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with Good Industry Practice and any applicable requirements and standards issued by NERC, the Interconnecting Utility, and ISO-NE. All Meters used to provide data for the computation of payments shall be sealed and Seller shall break the seal only when such Meters are to be inspected and tested (or adjusted) in accordance with this Section 4.4. Seller shall provide Buyer with a copy of all metering and calibration information and documents regarding the Meters promptly following receipt thereof by Seller.

(b) Measurements. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Energy generated by the Facility. Meter readings shall be adjusted to take into account the losses to Deliver the Energy to the Delivery Point. Seller shall make recorded meter data available monthly to 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 the Facility at reasonable times and upon reasonable notice from Buyer to Seller. Buyer shall have the right to have a representative present during any testing or calibration of the Meters at the Facility by Seller. Seller shall provide Buyer with timely notice of any such testing or calibration. If Buyer's tests show that any Meter is inaccurate by more than two percent (2%), Seller shall reimburse Buyer for the costs reasonably incurred by Buyer to conduct such tests.

(d) 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.

(e) Generation Data. Seller shall provide or cause to be provided to Buyer generation data from Facility Meters to enable Buyer to verify Facility output.

4.5 RECs.

(a) At Seller's sole cost, Seller shall obtain and maintain qualification of the Facility as a RPS Mass Class I Renewable Generation Unit throughout the Services Term.

(b) On or before ten (10) Business Days prior to the close of the Trading Period associated with the Vintage of Buyer's Percentage Entitlement of RECs, Seller will Deliver such RECs to the GIS account of Buyer or the GIS account(s) designated by Buyer to Seller in writing.

(c) Seller shall comply with all GIS Operating Rules relating to the creation and Delivery of all RECs purchased by Buyer under this Agreement.

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(d) Seller represents and warrants that all RECs Delivered to Buyer hereunder shall be fully compliant with the Massachusetts Renewable Energy Portfolio Standard as defined herein.

(e) Seller represents and warrants that none of the RECs, nor any of the Energy Delivered to Buyer hereunder has been or will be sold, retired, claimed, represented or otherwise used by Seller or the Facility Owner or, to Seller's knowledge, any other person (other than Buyer), to satisfy obligations or make any claims whatsoever under the Massachusetts Renewable Energy Portfolio Standard or other laws, rules or regulations of the Commonwealth of Massachusetts or any other jurisdiction, or with respect to any nongovernmental program involving renewable energy or environmental claims or credits.

4.6 Title to Facility. Seller or Facility Lender shall be the legal and beneficial owner of the Facility at all times.

5. PRICE AND PAYMENTS FOR PRODUCTS

5.1 Price for Products. All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at a Contract Price of [REDACTED].

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all charges and payments under this Agreement. On or before the tenth (10th) day following the end of each month, Seller shall render to Buyer, with a copy to Buyer's Designated Retail Electric Supplier, an invoice for the payment obligation incurred hereunder during the preceding month, such payment obligation equal to the product of the Contract Price *times* the Energy Delivered in the preceding month. Such invoice shall contain supporting detail for all charges and credits reflected on the invoice.

(b) Timeliness of Payment. All undisputed charges shall be due and payable in accordance with Seller's invoice instructions on or before the later of twenty (20) days from receipt of the applicable invoice or (y) the last day of the calendar month in which the applicable invoice was received (or in either event the next Business Day if such day is not a Business Day). Buyer or Buyer's Designated Retail Electric Supplier shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by Seller. 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. For avoidance of doubt, if Buyer has designated its Designated Retail Electric Supplier to tender payment of Seller's invoices on behalf of Buyer, payments received by Seller from such Designated Retail Electric Supplier shall constitute payment from Buyer.

(c) Disputes and Adjustments of Invoices.

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- (i) All invoices rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on changes resulting from recent ISO-NE billing statements or revisions, if any, to previous ISO-NE billing statements. If ISO-NE resettles any invoice which relates to the Products sold under this Agreement and (a) any charges thereunder are the responsibility of Buyer under this Agreement or (b) any credits issued thereunder would be due to Buyer under this Agreement, then Seller shall, in the case of (a) above invoice Buyer or in the case of (b) above pay the amount due to Buyer. Any invoices issued or amounts due pursuant to this Section shall be invoiced or paid as provided in this Section 5.2.
- (ii) Within twelve (12) months of the issuance of an invoice the Seller may adjust any invoice for any arithmetic or computational error and shall provide documentation and information supporting such adjustment to Buyer. Within twelve (12) 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 twelve (12) 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 twelve (12) 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 Products during the monthly 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 monthly 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.

(e) Interest on Late Payment or Refund. A late payment charge shall accrue on any late payment or refund 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% per cent, and (b) the maximum rate permitted by

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applicable Law in transactions involving entities having the same characteristics as the Parties (the "Late Payment Rate").

5.3 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 ("Seller's Taxes"). Buyer shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with such Products after Delivery of such Products to Buyer, or imposed on or associated with the purchase of such Products by Buyer (other than ad valorem, franchise or income taxes which are related to the sale of the Products and are, therefore, the responsibility of Seller) ("Buyer's Taxes"). In the event Seller shall be required by Law to remit or pay any Buyer's Taxes, Buyer shall reimburse Seller for such payment. In the event Buyer shall be required by Law 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(b). 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. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

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

(a) Organization and Good Standing; Power and Authority. Buyer (i) is a Joint Powers Entity as defined in, and formed by a joint powers agreement under, Massachusetts General Law c.40, Section 4A1/2, and (ii) 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 any governing documents; (ii) conflict with, violate, 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 (iii) violate any applicable Law.

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(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, 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, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Buyer or any of its members 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) No Default. No Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Buyer of its obligations under this Agreement.

6.2 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 Delaware. Subject to the receipt of any required Permits, Seller 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 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 (iii) assuming receipt of any required Permits, violate any applicable Law.

(c) 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 all required Permits, 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.

(d) No Proceedings. As of the Effective Date, there are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Seller 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.

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(e) Title to Products. Seller has and shall have good and marketable title to all Products sold and Delivered under this Agreement, free and clear of all liens, charges and encumbrances. Seller has not sold and shall not sell any such Products to any other Person, and no Person other than Seller can claim an interest in any Product to be sold to Buyer under this Agreement.

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

6.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Section are made as of the Effective Date and deemed made continually throughout the Term. 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 6 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 shall be given as soon as practicable after the occurrence of each such event.

7. BREACHES; REMEDIES

7.1 Events of Default. Each of the following shall constitute an event of default ("Event of Default") with respect to a Party (such Party, the "Defaulting Party"):

(a) Failure by such Party to make, when due, any payment under this Agreement required to be made by it if such failure is not cured within ten (10) calendar days after such Party's receipt of written notice by the other Party ("Non-Defaulting Party").

(b) Failure by such Party to comply with or perform any other material obligation under this Agreement (except to the extent constituting a separate Event of Default), if such failure is not cured within thirty (30) calendar days after such Party's receipt of written notice by the other Party specifying such failure; *provided, however*, that if such failure is not reasonably capable of cure within thirty (30) calendar days, and such Party has made diligent efforts to cure such failure within such thirty-day period, such cure period shall be extended for a period not to exceed [REDACTED].

(c) A representation made or repeated or deemed to have been made or repeated by such Party proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated, and has had a material adverse effect on the other Party, if sufficient corrective action, as determined by the other Party in its sole discretion, is not completed within the time specified by such other Party in accordance with Section 6.3.

(d) Such Party (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors (*provided that* any assignments

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effected under Article 12 of this Agreement shall be expressly excluded from this subsection (iii); (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 90 days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) causes or is subject to any event with respect to which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (6) (inclusive); or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(e) Failure by a Party to obtain and maintain any Permits, if such failure is not cured within sixty (60) days of such Party's receipt of notice from the applicable Governmental Entity.

(f) Failure of a Party to provide and/or maintain Buyer Credit Support or Seller Credit Support, as applicable, in accordance with the terms of Article 13, if such failure is not cured within ten (10) Business Days after such Party's receipt of written notice by the other Party.

(g) With respect solely to Buyer, a Letter of Credit Default occurs.

(h) With respect solely to Seller, an Extended Delay occurs.

(i) With respect solely to Seller, unless Seller has delivered to Buyer notice of a Force Majeure event in accordance with Section 8 below, the failure of the Facility to produce Energy for twelve (12) consecutive months during the Services Term.

(j)




(k) With respect solely to Seller, the failure to satisfy, or cause to be satisfied (other than by Buyer), any material obligation under the ISO-NE Rules or ISO-NE Practices or any other material obligation with respect to ISO-NE, and such failure has a material adverse effect on the Facility or Seller's ability to perform its obligations under this Agreement or on Buyer or Buyer's ability to receive the benefits under this Agreement, if such failure is not cured within thirty (30) days of its occurrence.


7.2 Early Termination Date/Settlement Amount.


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secrets or confidential information*

(a) If an Event of Default with respect to a Party shall have occurred, the Non-Defaulting Party shall have the right: (i) to designate a day for early termination to accelerate all amounts accrued and owing from the Defaulting Party to the Non-Defaulting Party, if any, and to liquidate and terminate this Agreement, provided that the Non-Defaulting Party shall provide the Defaulting Party thirty (30) days' notice of termination (such notice the "Termination Notice" and such termination date the "Early Termination Date"); and (ii) to withhold any payments due to the Defaulting Party under this Agreement, *provided that* the Non-Defaulting Party shall not withhold payments due to the Defaulting Party for longer than thirty (30) days without designating an Early Termination Date. Upon designating an Early Termination Date, the Non-Defaulting Party shall calculate an amount equal to its Losses and Costs reduced to present value as of the Early Termination Date ("Settlement Amount").

If Seller is the Non-Defaulting Party, Seller shall use Commercially Reasonable efforts to mitigate any losses it may incur as a result of the Event of Default, and the Settlement Amount shall be (x) the present value, discounted, for each month remaining of the Services Term, of (i) the amount, if any, by which the Contract Price that would have been paid in accordance with Section 5.1 of this Agreement for the Products, exceeds the replacement contract price for the Products, or if no such replacement contract is available, the forward market price of Energy and RECs as determined by a recognized third-party expert chosen by Seller, multiplied by (ii) Buyer's Percentage Entitlement of the projected Energy output of the Facility, as reasonably estimated by Seller using production estimates prepared in accordance with Good Industry Practice, plus (y) any reasonable incidental costs incurred by Seller as a result of the Event of Default and termination of this Agreement.



If Buyer is the Non-Defaulting Party, Buyer shall use Commercially Reasonable efforts to mitigate any losses it may incur as a result of the Event of Default, and the Settlement Amount shall be (x) the present value, discounted, for each month remaining of the Services Term, of (i) the amount, if any, by which the replacement contract price for the Products, or if no such replacement contract is available, the forward market price of Energy and RECs as determined by a recognized third-party expert chosen by Buyer, exceeds the Contract Price that would have been paid for the Products as set forth in Section 5.1 of this Agreement multiplied by (ii) Buyer's Percentage Entitlement of the projected Energy output of the Facility, as reasonably estimated by Buyer using production estimates prepared in accordance with Good Industry Practice, plus (y) any reasonable incidental costs incurred by Buyer as a result of the Event of Default and termination of this Agreement. Notwithstanding the foregoing, the Parties agree that the Settlement Amount calculated by Buyer upon termination of this Agreement for a Seller Event of Default that occurs prior to the Commercial Operation Date, including without limitation an Event of Default upon the occurrence of an Extended Delay, shall in no event exceed .

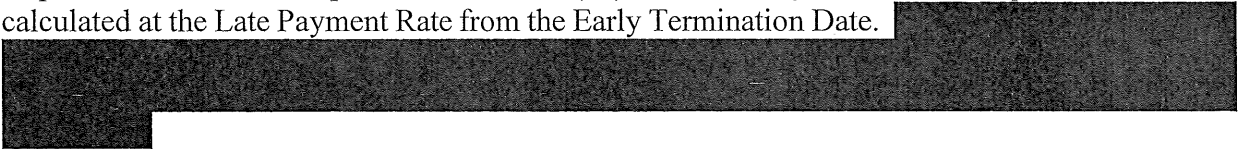


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(b) The Non-Defaulting Party shall calculate a single liquidated amount (the "Termination Payment") payable by the Defaulting Party to the Non-Defaulting Party by netting out from the Settlement Amount any amounts due and owing to the Defaulting Party under this Agreement. All payments due and owing for the Products prior to the Early Termination Date shall be made unless to the extent such amounts are setoff as set forth in this Article.

(c) As soon as practicable after an Early Termination Date, but no later than ten (10) Business Days, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. Provided that the Non-Defaulting Party has complied with Section 5.2(d) (Netting of Payments) in calculating the Termination Payment, in no event shall a Termination Payment be due from the Non-Defaulting Party to the Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Defaulting Party within fifteen (15) Business Days after such notice is effective.

(d) If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall immediately pay the undisputed portion of the Termination Payment within fifteen (15) Business Days after receipt of the Non-Defaulting Party's notice of such amount, plus any unpaid amounts owing to the Non-Defaulting Party. No later than seven (7) Business Days after receipt of such notice, the Defaulting Party shall provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute and the Non-Defaulting Party shall respond to the same no later than two (2) Business Days after receipt thereof. If the dispute is resolved in favor of the Non-Defaulting Party, the disputed amount shall be paid within fifteen (15) Business Days with interest upon such amount, calculated at the Late Payment Rate from the Early Termination Date.



7.3 Facility Lender Notice/Opportunity to Cure.

If Seller is the Defaulting Party with respect to any Event of Default and Buyer elects to terminate the Agreement, Buyer shall deliver the Termination Notice to Seller and the Facility Lender(s) concurrently. Notwithstanding Section 7.2, *provided that*: (i) the Facility Backfeed Date has occurred; and (ii) Seller has executed financing documents with Facility Lenders, Buyer shall not terminate this Agreement or suspend the performance of any of its obligations under this Agreement unless it has first given such Facility Lender(s) an opportunity to cure and take further action as set forth in the Facility Investor Consent set forth in Exhibit B (and as further described in Article 12). Buyer shall be obligated to comply with this Section 7.3 only to the extent Buyer has received written notice from Seller of the name of and contact information for the Facility Lender(s).

7.4 Limitation of Remedies, Liability and Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR

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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.

8. FORCE MAJEURE

(a) If either Party, by reason of Force Majeure, is unable, wholly or in part, to perform obligations under this Agreement, such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be promptly corrected to the extent it may be corrected through the exercise of due diligence. Neither party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure.

(b) Notwithstanding the foregoing, if the Force Majeure prevents full performance under this Agreement for a period of more than twelve (12) consecutive months, either Party 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.

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9. DISPUTE RESOLUTION

9.1 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”), unless otherwise expressly provided for hereunder, the dispute resolution procedures of this Section 9 shall be the exclusive mechanism to resolve a Dispute. A Dispute shall be considered to have arisen when one Party sends the other Party written notice of the Dispute. The Parties shall use their respective best efforts to resolve such Dispute through consultations and informal negotiations between the Parties. If the Dispute has not been resolved within fifteen (15) Business Days after such consultations between the Parties, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for consultations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator’s fees shall be shared equally by all Parties involved in the dispute. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, either Party may seek judicial enforcement. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

9.2 Allocation of Dispute Costs. Each Party shall be responsible for its own legal fees, including but not limited to attorney fees, associated with any Dispute. Notwithstanding the foregoing, in any judicial proceeding undertaken in accordance with Section 9.1, the “Prevailing Party” shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys’ fees and travel expenses, arising from the civil action. As used herein, the phrase “Prevailing Party” shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

9.3 Consent to Jurisdiction. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, the venue for judicial enforcement shall be the United States Federal District Court in Boston, Massachusetts, *provided that* where federal jurisdiction does not apply, the venue shall be Barnstable County Superior Court or any other Massachusetts state court of competent jurisdiction.

9.4 Waiver of Jury Trial. 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.

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10. CONFIDENTIALITY

The Parties consider certain terms of this Agreement to be sensitive commercial information (“Confidential Information”), such Confidential Information identified by reference to the Redacted Solar PPA. The Parties shall only disclose Confidential Information: (i) only to those of its employees, members, consultants, authorized representatives, Facility Lenders, and attorneys that have a “need to know” such information to carry out their functions in connection with the Agreement and/or to prospective Facility Lenders and credit support providers, all of which entities shall agree to maintain the confidentiality of Confidential Information; *provided that*, notwithstanding the foregoing, and with the exception of any invoices delivered to Buyer’s Designated Electric Retail Supplier under Section 5.2(a), Buyer shall not disclose Confidential Information to any Designated Electric Retail Supplier without obtaining Seller’s prior written consent, which consent shall not be unreasonably withheld, or (ii) to the extent that it is required to do so by any Governmental Entity; *provided, however*, that the non-disclosing party shall give the disclosing party written notice of such a required disclosure prior to making such disclosure so that the disclosing party may seek a protective order or other relief with respect to such Confidential Information, and shall limit the disclosure to the minimum required to comply with such Governmental Entity. Seller acknowledges that Buyer and its Members are subject to public records Laws, including, without limitation, G.L. c. 4, §7, cl. 26 and G.L. c. 66, §10.

11. INDEMNIFICATION

11.1. Seller shall at all times indemnify, defend, and save harmless Buyer, its officers, board members, employees, agents, and contractors, from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of any event, circumstance, act or incident first occurring or existing during the period when control and title to the Products is vested in Seller as provided in Article 14, and which in any manner, directly or indirectly, arise out of, result from, are connected with or grow out of the performance or non-performance of Seller under this Agreement, except in cases of negligence or willful misconduct by Buyer, its agents, servants, contractors or employees, as determined by a court of final non-appealable jurisdiction.

12. ASSIGNMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. Neither Party shall assign or transfer, in whole or in part, this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may, upon advance written notice to the other Party, assign the Agreement without the other Party’s consent as a transfer, pledge or assignment of its rights to receive performance under a transaction as security for any financing with financial institutions, including, with respect to Seller, a Facility Lender; *provided, however*, that any ultimate assignee who is charged with operation of the Facility is, in Buyer’s reasonable discretion, creditworthy, experienced in the operation and maintenance of the Facility and agrees in writing to perform the assignor’s

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obligations under the Agreement. In addition, Seller may assign the Agreement to an Affiliate without the consent of Buyer but upon advance written notice to Buyer, *provided* the assignee's creditworthiness is equal to or better than Seller's, and such assignee, in Buyer's reasonable discretion, is experienced in the operation and maintenance of the Facility and agrees in writing to perform the assignor's obligations under the Agreement.

Upon the receipt of a written request from Seller or any Facility Lender, Buyer shall execute, or arrange for the delivery of, such commercially reasonable estoppels, certificates, opinions and other documents as may be reasonably requested in order for Seller to consummate any financing or refinancing of the Facility or any part thereof, including the Facility Investor Consent substantially in the form of Exhibit B. Seller shall be responsible for all reasonable costs of Buyer associated with such written requests of Seller or any Facility Lender.

13. CREDIT SUPPORT

13.1 Buyer Credit Support

(a) Seller shall notify Buyer in writing no later than sixty (60) days prior the expected Facility Backfeed Date. No later than thirty (30) days after receipt of Seller's written notice, Buyer shall deliver to Seller a Letter of Credit in the amount of [REDACTED] to support Buyer's obligations to Seller under this Agreement. The Letter of Credit shall remain in place through the end of the Services Term; *provided that* Buyer shall be entitled to reduce the amount of such Letter of Credit (by delivering to Seller a replacement Letter of Credit or an amendment to such Letter of Credit) in accordance with the Table set forth below. Notwithstanding any other provision of this Agreement, Seller may retain the Letter of Credit, and may immediately draw on the Letter of Credit, if an Event of Default with respect to Buyer shall have occurred and is continuing under this Agreement. Buyer may replace the Letter of Credit required hereunder with another form of reasonably equivalent security, subject to Seller's approval, such approval not to be unreasonably withheld.

[TABLE REDACTED]

(b) If 30 or fewer days remain prior to the expiration date of the Letter of Credit delivered to Seller under 13.1(a) (and there remain 30 or more days in the Services Term) (such Letter of Credit, an "Expiring Letter of Credit"), Buyer shall either (or in any combination) provide Seller with a replacement Letter of Credit or cash in an aggregate amount equal to the Expiring Letter of Credit (or the amount equal to the required Letter of Credit amount for the subsequent Contract Year, if such required amount is less than the amount in the Expiring Letter of Credit). Notwithstanding any other provision of this Agreement, failure by Buyer to provide such replacement Letter of Credit or cash at least 20 days prior to expiration of the Letter of Credit shall constitute an Event of Default with respect to Buyer under this Agreement, and Seller shall be entitled to draw immediately on the Expiring Letter of Credit.

13.2 Seller Credit Support

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No later than ten (10) Business Days after the Effective Date, Seller shall deliver to Buyer a Seller Parent Guaranty in an amount equal to [REDACTED] which amount Seller may reduce (by way of an amendment to the Seller Parent Guaranty) to [REDACTED] commencing on the [REDACTED] anniversary of the Commercial Operation Date. The Seller Parent Guaranty (as so amended) shall remain in place through the end of the Services Term unless Seller elects, at its sole discretion, to replace the same with another form of security reasonably acceptable to Buyer.

14. TITLE; RISK OF LOSS

Title to and risk of loss related to the Energy Delivered into the ISO-NE settlement account of the Buyer's Designated Retail Electric Supplier shall transfer from Seller to Buyer at the Delivery Point. 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 Products free and clear of all liens and claims therein or thereto by any Person.

15. AUDIT

Each Party shall have the right, upon reasonable advance notice, and at its sole expense (unless the other Party has defaulted under this Agreement, in which case the Defaulting Party shall bear the expense) and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party additional information documenting the quantities of Products delivered or provided hereunder. 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. 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) delivered by fax or (notices sent by fax shall be deemed given upon confirmation of delivery); or (4) delivered by electronic mail (notices transmitted solely by electronic mail which are not confirmed as received by the receiving party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours); or (5) by reputable overnight courier; 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:

Margaret T. Downey

Austin Brandt

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Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6636 (voice)
mdowney@capelightcompact.org

Sr. Power Supply Planner
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6623 (voice)
austin.brandt@capelightcompact.org

With a copy to: Jeffrey M. Bernstein, Esq.
BCK Law, P.C.
271 Waverley Oaks Road, Suite 203, Waltham, MA 02452
(617) 244-9500(Phone)
jbernstein@bck.com

If to Seller:

John DiDonato
Vice President
700 Universe Boulevard
Juno Beach, FL 33408
john.didonato@nexteraenergy.com

With a copy to: Mitch Ross
Vice President and General Counsel
700 Universe Boulevard
Juno Beach, FL 33408
mitch.ross@nexteraenergy.com

Solely for purposes of Section 5.2(a), Seller shall deliver copies of invoices for Buyer's payment obligation to the following representatives of Buyer's Designated Retail Electric Provider. Buyer shall provide Seller prior written notice of any change to Buyer's Designated Retail Electric Provider, and acknowledges that Seller shall have no obligation to deliver copies of invoices to any Designated Retail Electric Provider for which Seller has not received all required contact information.

NextEra Energy Services Massachusetts, LLC
ATTN: Accounts Payable
20455 State Highway 249 – Suite 200
Houston, TX 77070
Fax: 866-620-4392
Email: accountspayable@gexaenergy.com

With a copy to:

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Manager, NextEra Energy Marketing, LLC Accounting
Phone: 561-304-5830
Facsimile: 561-625-7651
michael.collier@nee.com
Power-Settlements.SharedMailbox@nee.com

17. 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.

18. INTERPRETATION

18.1 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).

18.2 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.

18.3 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.

18.4 Standard of Review. The Parties acknowledge and agree that the standard of review for any avoidance, breach, rejection, termination or other cessation of performance of or changes to any portion of this integrated, non-severable Agreement (as described in Section 22) over which FERC has jurisdiction, whether proposed by Seller, by Buyer, by a non-party of, by FERC acting *sua sponte* shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Serv. Co.*, 350 U.S. 332 (1956) and *Federal Power Comm’n v. Sierra Pac. Power Co.*, 350 U.S. 348 (1956)), as clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) and *NRG Power Marketing, LLC v. Maine Pub. Util. Comm’n*, 558 U.S. 165 (2010). Each Party agrees that if it seeks to amend any applicable power sales tariff during the Term, such amendment shall not in any way materially and adversely affect this Agreement without the prior written consent of the other Party. Each Party further agrees that it shall not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.

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18.5 Change in ISO-NE Rules and Practices and Massachusetts Renewable Energy Portfolio Standard. If, during the Term of this Agreement, any ISO-NE Rule, ISO-NE Practice, or the Massachusetts Renewable Energy Portfolio Standard is terminated, modified or amended or is otherwise no longer applicable ("Change in Law"), and such Change in Law results 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.

18.6 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 ("CEA") 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; and

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

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. The 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. 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.

20. 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.

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21. SEVERABILITY

If any term or provision of this Agreement or the interpretation or application of any term or provision is held to be unenforceable, illegal or invalid by a Governmental Entity, the remaining provisions shall remain in full force and effect; *provided that* (1) the material purpose thereof can be lawfully effectuated; and (2) the economics underlying this Agreement remain substantially the same.

22. INDEPENDENT CONTRACTOR

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

23. 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.

Cape Light Compact JPE

By:



Name:

Margaret T. Downey

Title:

Administrator

11/21/18

Farmington Solar, LLC

By:

Name:

Title:


[Signature Page]

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.

Cape Light Compact JPE

By:
Name:
Title:

Farmington Solar, LLC

By: 
Name:
Title: Michael O'Sullivan
Senior Vice President



[Signature Page]

EXHIBIT A

DESCRIPTION OF FACILITY

Facility: The Facility photovoltaic generation facility with an expected net nameplate capacity of 77 MW (AC). The Facility is located on properties on both sides of U.S. Route 2 in Farmington, Franklin County, Maine.

Delivery Point: The Interconnection Point at Sturtevant 115 kV substation, which is an ISO-NE Pool Transmission Facility, as defined in the ISO-NE Tariff

Operational Limitations: Utility-scale solar generation will only operate during daytime periods when sufficient sunlight is available to generate electricity from the Facility; however, once weather conditions are favorable, the Facility should begin producing without significant startup time required. The Facility is not limited with respect to the number of scheduled startups per year, which could occur daily or more than once per day, depending on weather conditions.

EXHIBIT B

FORM OF FACILITY INVESTOR CONSENT

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of _____, 20[], is executed by and among [PURCHASER], a [ENTITY] formed under the laws of the State of [STATE] (the “Consenting Party”), FARMINGTON SOLAR, LLC, a limited liability company formed under the laws of the State of Delaware (the “Facility Owner”), and [_____] as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for various financial institutions named from time to time as Lenders under the Credit Agreement (as defined below) and any other parties (or any of their agents) who hold any other secured indebtedness permitted to be incurred under the Credit Agreement (the Collateral Agent and all such parties collectively, the “Secured Parties”).

RECITALS

WHEREAS, the Facility Owner owns, operates and maintains [_____] (the “Facility”);

WHEREAS, the Consenting Party and the Facility Owner have entered into that certain *Purchase Power Agreement* dated as of _____, 2018 (as further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the “Assigned Agreement”);

WHEREAS, the Facility Owner, the other affiliates of the Facility Owner as guarantors, various financial institutions named therein from time to time as Lenders, [_____] as the Collateral Agent, have entered into a Credit Agreement, dated as of [_____] (as amended, modified or supplemented from time to time, the “Credit Agreement”), providing for the extension of the credit facilities described therein;

WHEREAS, as security for the payment and performance by the Facility Owner of its obligations under the Credit Agreement and the other Financing Documents (as defined below) and for other obligations owing to the Secured Parties, the Facility Owner has assigned all of its right, title and interest in, to and under, and granted a security interest in, the Assigned Agreement (but not its obligations, liabilities or duties with respect to the Assigned Agreement) to the Collateral Agent pursuant to the Assignment and Security Agreement, dated as of [_____] between the Facility Owner and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Security Agreement”, and, together with the Credit Agreement and any other financing documents relating to the issuance of the Notes, the “Financing Documents”); and

WHEREAS, it is a requirement under the Credit Agreement that the Facility Owner shall have entered into this Consent with the Consenting Party and the Collateral Agent.

AGREEMENT

IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Consent to Assignment. The Consenting Party hereby acknowledges and consents to the pledge and assignment of all right, title and interest of the Facility Owner in, to and under the Assigned Agreement (but not its obligations, liabilities or duties with respect to the Assigned Agreement, under which Facility Owner shall remain the primary obligor) by the Facility Owner to the Collateral Agent pursuant to the Security Agreement. The Consenting Party acknowledges and agrees to the right and obligation of the Collateral Agent, in the exercise of the Collateral Agent's rights and remedies pursuant to the Security Agreement, to make all demands, give all notices, take all actions and exercise all rights of Assignor under the Assigned Agreement and agrees that in such event Consenting Party shall continue to perform its obligations under the Assigned Agreement.

2. Representations and Warranties. The Consenting Party represents and warrants as follows:

- (a) No Amendments. [Except as described in Schedule I hereto,] there are no amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Assigned Agreement, either oral or written.
- (b) No Previous Assignments. [Except as described in Schedule xx hereto,] to the knowledge of the Consenting Party, without any additional inquiry, Consenting Party affirms that it has no notice of any assignment relating to the right, title and interest of the Facility Owner in, to and under the Assigned Agreement other than the pledge and assignment to the Collateral Agent referred to in Section 1 above.
- (c) No Event of Default: No Disputes. After giving effect to the pledge and assignment referred to in Section 1, and after giving effect to the consent to such pledge and assignment by the Consenting Party, there exists no event or condition (a "Event of Default") that would, either immediately or with the passage of time or giving of notice, or both, entitle either the Facility Owner or the Consenting Party to terminate the Assigned Agreement or suspend the performance of its obligations under the Assigned Agreement. [Except as set forth on Schedule [X] hereto,] there are no unresolved disputes between the parties under the Assigned Agreement. All amounts due under the Assigned Agreement as of the date hereof have been paid in full [, except as set forth on Schedule [X] hereto].

3. Right to Cure.

- (a) From and after the date hereof and unless and until the Consenting Party shall have received written notice from the Collateral Agent that the lien of the Security Agreement has been released in full, the Collateral Agent shall have the right, but not the obligation, following an "event of default" or "default" (or any other similar event however defined) by the Facility Owner under the Assigned Agreement, to pay all sums due under the Assigned Agreement (including, without limitation, all sums due as a result of the "event of default") by the Facility Owner and to perform any other act, duty or obligation required of the Facility Owner thereunder as described in Section 3(c) below; provided, that no such payment or performance shall be construed as an assumption by the Collateral Agent or any other Secured Party of any covenants, agreements or obligations of the Facility Owner under or in respect of the Assigned Agreement.
- (b) The Consenting Party agrees that it will not (i) terminate the Assigned Agreement or (ii) suspend the performance of any of its obligations under the Assigned Agreement without first giving the Collateral Agent notice and opportunity to cure as provided below. The Consenting Party further agrees that it will not assign any obligation under the Assigned Agreement without the prior consent of the Collateral Agent, except to the extent the Consenting Party may subcontract such obligations to other parties; *provided that*, in accordance with the Assigned Agreement, Consenting Party may satisfy all payment obligations thereunder by directing its Designated Retail Electric Supplier, as defined in the Assigned Agreement, to tender payment on Consenting Party's behalf.
- (c) If an Event of Default shall occur and the Consenting Party shall then be entitled to and shall desire to terminate the Assigned Agreement or suspend the performance of any of its obligations under the Assigned Agreement, the Consenting Party shall, prior to exercising such remedies or taking any other action with respect to such Event of Default, give written notice to the Collateral Agent of such Event of Default. If the Collateral Agent elects to exercise its right to cure as herein provided, it shall have a period of twenty (20) days after receipt by it of notice from the Consenting Party referred to in the preceding sentence in which to cure the Event of Default specified in such notice if such Event of Default consists of a payment default, or if such Event of Default is an event other than a failure to pay amounts due and owing by the Facility Owner (a "Non-monetary Event") the Collateral Agent shall have sixty (60) days to cure such Event of Default so long as the Collateral Agent has commenced and is diligently pursuing appropriate action to cure such Event of Default; *provided, however*, that (i) if possession of the Facility is necessary to cure such Non-monetary Event and the Collateral Agent has commenced foreclosure proceedings, the Collateral Agent will be allowed a reasonable time to complete such proceedings, such period not to exceed ninety (90) days, and (ii) if the Collateral Agent is prohibited from curing any such Non-monetary Event by any process, stay or injunction issued by any governmental authority or

pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving the Facility Owner, then the time periods specified herein for curing an Event of Default shall be extended for the period of such prohibition, provided that such period shall not extend longer than one year for purposes of this Agreement.

- (d) Any curing of or attempt to cure any Event of Default shall not be construed as an assumption by the Collateral Agent or the other Secured Parties of any covenants, agreements or obligations of the Facility Owner under or in respect of the Assigned Agreement.

4. Replacement Agreements. Notwithstanding any provision in the Assigned Agreement to the contrary, in the event the Assigned Agreement is rejected or otherwise terminated as a result of any bankruptcy, insolvency, reorganization or similar proceedings affecting the Facility Owner, at the Collateral Agent's request, the Consenting Party will enter into a new agreement with the Collateral Agent or the Collateral Agent's designee for the remainder of the originally scheduled term of the Assigned Agreement, effective as of the date of such rejection, with the same covenants, agreements, terms, provisions and limitations as are contained in the Assigned Agreement; provided, however, that Consenting Party's obligation to enter into such replacement agreement is conditional upon the Collateral Agent (a) paying all sums that would, at the time of the execution and delivery thereof, be due under the Assigned Agreement but for such rejection or termination (including, without limitation, all sums due as a result of an "event of default" or "default" (or any other similar event however defined) by the Facility Owner under the Assigned Agreement), (b) otherwise curing any defaults under the Assigned Agreement existing immediately prior to the rejection or termination thereof that are capable of being cured, and (c) paying all reasonable costs and expenses, including legal fees, incurred by Consenting Party in connection with such rejection or termination, and the preparation, execution, and delivery of the replacement agreement.

5. Substitute Owner. The Consenting Party acknowledges that in connection with the exercise of remedies following a default under the Financing Documents, the Collateral Agent may (but shall not be obligated to) assume all of the interests, rights and obligations of the Facility Owner thereafter arising under the Assigned Agreement. If the interest of the Facility Owner in the Assigned Agreement shall be assumed, sold or transferred as provided above, the assuming party shall agree in writing to be bound by and to assume the terms and conditions of the Assigned Agreement and any and all obligations to the Consenting Party arising or accruing thereunder from and after the date of such assumption, and the Consenting Party shall continue to perform its obligations under the Assigned Agreement in favor of the assuming party as if such party had thereafter been named as the "Seller" under the Assigned Agreement; *provided that* if the Collateral Agent or its designee (or any entity acting on behalf of the Collateral Agent, the Collateral Agent's designee or any of the other Secured Parties) assumes the Assigned Agreement as provided above, it shall not be personally liable for the performance of the obligations thereunder except to the extent of all of its right, title and interest in and to the Facility.

6. Payments. Subject to Section xx of the Assigned Agreement, the Consenting Party shall make all payments due to the Facility Owner under the Assigned Agreement directly into the account specified on Schedule I hereto, or to such other person or account as shall be specified from time to time by the Collateral Agent to the Consenting Party in writing. All parties hereto agree that each payment by the Consenting Party as specified in the preceding sentence of amounts due to the Facility Owner from the Consenting Party under the Assigned Agreement shall satisfy the Consenting Party's corresponding payment obligation under the Assigned Agreement.

7. No Amendments. The Consenting Party shall not, without the prior written consent of the Collateral Agent, materially amend or modify the Assigned Agreement, or accept any waiver or consent with respect to certain provisions of the Assigned Agreement, unless the Consenting Party has received from the Facility Owner a copy of a certificate delivered by the Facility Owner to the Collateral Agent to the effect that such amendment, modification, waiver or consent has been made in accordance with the terms and conditions of the Financing Documents, which may in certain circumstances require the prior written consent of the Collateral Agent thereto.

8. Additional Provisions. [To be specified if necessary to clarify the Assigned Agreement.]

9. Notices. Any communications between the parties hereto, or notices provided herein to be given, may be given to the following addresses:

The Collateral Agent:

Attn:
Telephone No.:
Facsimile No.:

The Facility Owner:

John DiDonato
Vice President
700 Universe Boulevard
Juno Beach, FL 33408
john.didonato@nexteraenergy.com

With a copy to: Mitch Ross
Vice President and General Counsel
700 Universe Boulevard
Juno Beach, FL 33408
mitch.ross@nexteraenergy.com

The Consenting Party:

Margaret T. Downey
Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6636 (voice)
mdowney@capelightcompact.org
austin.brandt@capelightcompact.org

Austin Brandt
Sr. Power Supply Planner
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6623 (voice)

With a copy to: Jeffrey M. Bernstein, Esq.
BCK Law, P.C.
271 Waverley Oaks Road, Suite 203, Waltham, MA 02452
(617) 244-9500(Phone)
jbernstein@bck.com

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) delivered by fax or (notices sent by fax shall be deemed given upon confirmation of delivery); or (4) delivered by electronic mail (notices transmitted solely by electronic mail which are not confirmed as received by the receiving party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours); or (5) by reputable overnight courier; in each case addressed as set forth above to such other addresses as may hereafter be designated by either Party to the other in writing.

10. Successors and Assigns. This Consent shall be binding upon and shall inure to the benefit of the successors and assigns of the Consenting Party, and shall inure to the benefit of the Collateral Agent, the other Secured Parties, the Facility Owner and their respective successors, transferees and assigns.

11. Counterparts. This Consent may be executed in one or more duplicate counterparts and delivered by facsimile or by a portable document format (pdf) via electronic mail, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same document. A facsimile or portable document format (pdf) signature page shall constitute an original for all purposes. Delivery of an executed counterpart of a signature page of this Consent by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Consent.

12. Governing Law. This Consent shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the date first written above.

[CONSENTING PARTY]

By:

Name:

Title:

[FACILITY OWNER]

By:

Name:

Title:

[COLLATERAL AGENT]

By:

Name:

Title:

EXHIBIT C

[Form of Seller Parent Guaranty attached]

SELLER PARENT GUARANTY

This Payment Guaranty (the "Guaranty") is made by NextEra Energy Capital Holdings, Inc. ("Guarantor"), a Florida corporation, in favor of the Cape Light Compact JPE ("Compact"), a Massachusetts joint powers entity organized pursuant to G.L. c. 40, Section 4A1/2.

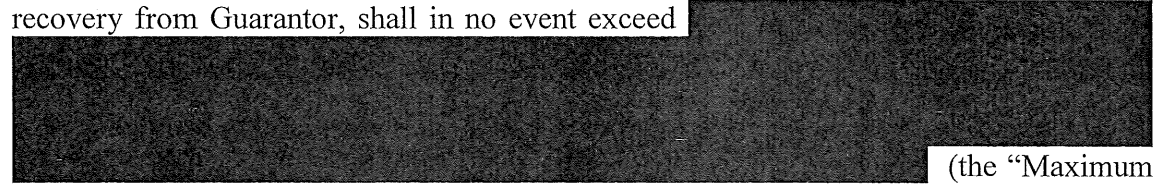
WHEREAS, Farmington Solar, LLC ("Seller") and the Compact are parties to that certain *Power Purchase Agreement* dated as of _____, 2018 (the "Agreement");

WHEREAS, Guarantor is the indirect parent of Seller, will receive substantial and direct benefits as a result of Seller entering into and performing under Agreement and has agreed to enter into this Guaranty to provide assurance for the performance of Seller's financial obligations in connection with the Agreement and to induce the Compact to enter into the Agreement; and

WHEREAS, the execution and delivery of this Guaranty is a condition precedent to the Compact's further performance of its obligations under the terms of the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty.** Guarantor hereby unconditionally and absolutely guarantees the punctual payment when due of Seller's payment obligations (including, but not limited to, Seller's indemnification obligations) arising under the Agreement, as such Agreement may be amended or modified from time to time, (collectively, the "Guaranteed Obligations"). Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor, shall in no event exceed

 (the "Maximum Recovery Amount").

2. **Guaranty Absolute.** The liability of Guarantor under this Guaranty shall be absolute and unconditional irrespective of:

- (a) any lack of validity or enforceability of or defect or deficiency applicable to Seller in the Agreement or any other documents executed in connection with the Agreement;
- (b) any modification, extension or waiver of any of the terms of the Agreement;

- (c) any change in the time, manner, terms or place of payment of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Agreement or any other agreement or instrument executed in connection therewith;
- (d) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by the Compact to exercise, in whole or in part, any right or remedy held by the Compact with respect to the Agreement or any transaction under the Agreement; or
- (e) any change in the existence, structure or ownership of Guarantor or Seller, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Seller or its assets.

The obligations of Guarantor hereunder are several from Seller or any other person, and are primary obligations concerning which Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Compact, in order to enforce payment by Guarantor under this Guaranty, to show any proof of Seller's default, to exhaust its remedies against Seller, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by the Compact upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Seller or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Seller or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. **Waiver.** This is a Guaranty of payment and not of collection. Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by the Compact in reliance hereon or in connection herewith;
- (b) notice of the entry into any agreement between Seller and the Compact and of any amendments, supplements or modifications thereto; or any waiver of consent under the Agreement, including waivers of the payment and performance of the obligations thereunder;
- (c) notice of any increase, reduction or rearrangement of Seller's obligations under the Agreement or any extension of time for the payment of any sums due and payable to the Compact under the Agreement;

- (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations; and
- (e) any requirement that suit be brought against, or any other action by the Compact be taken against, or any notice of default or other notice be given to, or any demand be made on Seller or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

4. **Expenses.** Guarantor agrees to pay on demand out-of-pocket costs, including reasonable legal fees and expenses, and other expenses incurred by the Compact in enforcing Guarantor's payment obligations under this Guaranty, in the aggregate amount of One Hundred Thousand Dollars (\$100,000.00); *provided that* Guarantor shall not be liable for any expenses of the Compact if it is not successful in such enforcement action.

5. **Subrogation.** Guarantor shall be subrogated to all rights of the Compact against Seller in respect of any amounts paid by Guarantor pursuant to the Guaranty, provided that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under the United States Bankruptcy Code), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Compact against any collateral which the Compact now has or acquires, until all of the Guaranteed Obligations shall have been irrevocably paid to the Compact in full. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all the Guaranteed Obligations in default shall not have been paid in full, such amount shall be held in trust for the benefit of the Compact and shall forthwith be paid to the Compact to be applied to the Guaranteed Obligations. If (a) Guarantor shall perform and shall make payment to the Compact of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations shall have been paid in full, the Compact shall, at Guarantor's request, execute and deliver to Guarantor appropriate documents necessary to evidence the transfer by subrogation to Guarantor of any interest in the Guaranteed Obligations resulting from such payment by Guarantor.

6. **Reservation of Defenses.** Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a Guaranty. Guarantor does reserve the right to assert defenses which Seller may have to payment of any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Seller and other defenses expressly waived hereby.

7. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be

designated by written notice, from time to time, to the other party, and (b) be effective upon receipt, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, or personally delivered. Notices shall be sent to the following addresses:

If to the Compact:

Margaret T. Downey
Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6636 (voice)
mdowney@capelightcompact.org

Austin Brandt
Sr. Power Supply Planner
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6623 (voice)
austin.brandt@capelightcompact.org

with a copy to:

Jeffrey M. Bernstein, Esq.
BCK Law, P.C.
271 Waverley Oaks Road, Suite 203
Waltham, MA 02452
(617) 244-9500 (Phone)
jbernstein@bck.com

If to Guarantor:

NextEra Energy Capital Holdings, Inc.
700 Universe Blvd.
Juno Beach, Florida 33408
Attn: Treasurer
(561) 694-6204

8. Demand and Payment. Any demand by the Compact for payment hereunder shall be in writing, signed by a duly authorized representative of the Compact and delivered to Guarantor pursuant to Section 7 hereof, and shall (a) reference this Guaranty, (b) specifically identify Seller, the nature of the default, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within two (2) business days of receipt of such demand. The Compact shall be designated as the person to receive payment and the Guarantor shall not be required to make any such payment unless the written demand has been delivered by Compact.

9. No Waiver; Remedies. Except as to applicable statutes of limitation, no failure on the part of the Compact to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder

preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

10. Term; Termination. Guarantor may terminate this Guaranty by providing a written termination notice to Compact specifying the date upon which such termination will take effect (*provided* that no such termination shall take effect prior to 5:00 p.m. (Eastern Prevailing Time) on the tenth (10th) business day after the termination notice has been delivered to Compact in accordance with Section 7 hereof). Upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as may pertain pursuant to the last sentence of this paragraph. No such termination shall affect Guarantor's liability with respect to any Guaranteed Obligations arising under any transactions entered into prior to the time such termination is effective, which Guaranteed Obligations shall remain subject to this Guaranty. Further, no such termination shall be effective until the Compact has been provided with a replacement guarantee, letter of credit, or other financial accommodation on substantially the same terms as, or no less protection than the terms of this Payment Guaranty from a party with a credit rating equal to or better than that of the Guarantor.

Unless terminated earlier, this Guaranty and the Guarantor's obligations hereunder will terminate automatically and immediately at the end of the Services Term, as defined in the Agreement; *provided, however*, that no such termination shall affect Guarantor's liability with respect to any Guaranteed Obligations arising under any transactions entered into prior to the time the termination is effective, which Guaranteed Obligations shall remain subject to this Guaranty.

11. Assignment; Successors and Assigns. The Compact may, upon written notice to Guarantor, assign its rights hereunder without the consent of Guarantor. Guarantor may assign its rights hereunder with the prior written consent of the Compact, which consent shall not be unreasonably withheld. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

12. Amendments, Etc. No amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and the Compact. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by the Compact. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

13. Captions. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

14. Representation and Warranties.

Guarantor represents and warrants as follows:

- (a) Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty;
- (b) the execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene Guarantor's constitutional documents or any contractual restriction binding on Guarantor or its assets; and
- (c) this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the Compact's rights and to general equity principles.

15. **Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

16. **Governing Law; Waiver of Jury Trial; Dispute Resolution.** THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. COMPACT AND GUARANTOR EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTEE. IN THE EVENT A DISPUTE ARISES CONCERNING THIS GUARANTEE, THE PARTIES AGREE TO FOLLOW THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE AGREEMENT.

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of the date first above written.

Guarantor:

By: _____

Name:

Title:

EXHIBIT D

[Form of Letter of Credit attached]

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: _____

[Address]Re: Credit No. _____

We (the "**Issuing Bank**") hereby establish our Irrevocable Non-Transferable Standby Letter of Credit in your favor for the account of Farmington Solar, LLC ("**Account Party**"), for the aggregate amount not exceeding _____ United States Dollars (\$_____) (the "**Initial Available Amount**"), available to you ("**Beneficiary**") at sight upon demand at our counters at [*specify location*] on or before the expiration hereof against presentation to us of the Beneficiary's signed and dated statement referencing our Letter of Credit No. _____, stating the amount of the demand and reading as follows:

"An [Event of Default] (as defined in the [INSERT NAME OF AGREEMENT] dated as of [XX] between Beneficiary and Account Party, as the same may have been amended (the "**Agreement**")) has occurred and is continuing with respect to Account Party under the Agreement and Account Party has failed to make all payments due and owing to Beneficiary in accordance with the terms of the Agreement."

[OR]

"An [Early Termination Date] (as defined in the [INSERT NAME OF AGREEMENT] dated as of [XX] between Beneficiary and Account Party, as the same may have been amended (the "**Agreement**")) has occurred as a result of an [Event of Default] (as defined in the Agreement) and Account Party has failed to make all payments due and owing to Beneficiary in accordance with the terms of the Agreement."

The Initial Available Amount shall automatically be reduced by the amount of any and all drawings paid from time-to-time through the Issuing Bank referencing this Letter of Credit No. _____ (as so reduced, the "**Available Amount**"). Partial drawings and multiple presentations are permitted from time-to-time hereunder up to the then-outstanding Available Amount.

This Letter of Credit shall expire _____ (____) days from the date of issuance, but shall automatically extend without amendment for additional _____ (____)-day periods from such original or any subsequent expiration dates, if Beneficiary and Account Party have not received, at least ninety (90) days prior to any such expiration date, notice of our intention not to renew.

We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified.

The Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking days following the date of its receipt of documents from Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform Beneficiary thereof accordingly.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices, I.C.C. Publication No. 590 ("**ISP98**"). As to matters not covered by ISP98, the laws of the State of Massachusetts, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank and the Account Party.

[BANK SIGNATURE]

[REDACTED]