

Invenergy

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June 4, 2014

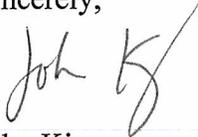
Re: Stony Creek Energy LLC's application for Class 1 certification for Orangeville Wind Farm

Debra A Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

To Whom It May Concern:

Please find attached Stony Creek Energy LLC's application, with attachments, for Renewable Energy Source Eligibility for Class 1 Certification under New Hampshire's Renewables Portfolio Standard.

Sincerely,



John King
REC Portfolio Manager
Stony Creek Energy LLC, an affiliate of Invenergy LLC

3) Facility Information

Facility Name: Orangeville Wind Farm ("Orangeville")
Mailing Address: 1 S Wacker Dr, Chicago, IL 6060
Physical Address: 3650 Centerline Rd
Town/City: Warsaw State: NY Zip Code: 14569
If the facility does not have a physical address, provide the Latitude _____ & Longitude _____

Facility Owner: Stony Creek Energy LLC
Telephone: 312-582-1280 Cell: _____
Email address: jking@invenergyllc.com

If different from the owner:

Facility Operator: _____
Telephone: _____ Cell: _____
Email address: _____

4) Provide a general description of the renewable energy facility including size, a general summary of equipment and operation. (The box provided will expand to accommodate the description.)

The facility is a wind energy plant with 58 GE, Model 1.6-100, 1.6MW wind turbines. The facility's gross nameplate capacity is 94.4 MW. The Facility's turbines are powered by wind and no other fuel is used in the production of electric energy at the facility.

Fuel Type: Wind Gross Nameplate Capacity*: 94.4

Initial Date of Commercial Operation: January 2014

If different, the Original Date of Operation: _____

**The nameplate capacity should match the interconnection agreement and the GIS database. If it does not, please provide an explanation in the box below. (The box provided will expand to accommodate the explanation.)*

*Provide the pertinent pages of the interconnection agreement as **Attachment 4** of the Application. If the interconnection agreement is a confidential document, there is no need to send more than the first few pages, the page that verifies the nameplate capacity of the facility and the signature pages. This will ensure that the applicant is not required to submit both original and redacted versions of the application.*

*If the facility is not required to have an interconnection agreement, provide explanation as to why an interconnection agreement is not required as **Attachment 4**.*

If your facility is seeking Class IV certification for a hydroelectric facility with a nameplate capacity of one megawatt or greater, proceed to question 9. Otherwise, proceed to question 10.

9) Complete the following as Attachment 9:

9.i) Provide proof that the facility has installed upstream and downstream diadromous fish passages that have been approved under the terms of the facility's license or exemption from the Federal Energy Regulatory Commission pursuant to RSA 362-F:4, IV (a).

Provide documentation that, when required, the facility has documented applicable state water quality certification pursuant to section 401 of the Clean Water Act for hydroelectric projects pursuant to RSA 362-

9.ii) F:4, IV (a).

If your facility is located in a control area adjacent to the New England control area, complete question 10.

10) Provide the following as Attachment 10.

10.i) Submit proof that the energy is delivered within the New England control area and such delivery is verified as required in Puc 2504.01(a)(2) a. to e.

If your facility is a customer-sited source, proceed to question 11. Pursuant to RSA 362-F:2, V, a customer-sited source means a source that is interconnected on the end-use customer's side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer.

11) If the facility is a customer-sited source you must retain the services of an independent monitor directly, or if participating in an aggregation pursuant to Puc 2506, complete the following. Note that the aggregator must work with an independent monitor responsible for the verification of the production of energy from the customer-sited source.

Independent Monitor's Name: _____

Town/City: _____ State: _____ Zip Code: _____

Telephone: _____ Cell: _____

Email address: _____

(A list of independent monitors is available at:

http://www.puc.nh.gov/Sustainable%20Energy/Renewable_Energy_Source_Eligibility.htm.)

12) Provide all necessary regulatory approvals, including any reviews, approvals or permits required by NHDES or the environmental protection agency in the facility's state as Attachment 12.

13) Provide a general description of how the generation facility is connected to the regional power pool via the local electric distribution utility. Please note that this information will be posted as public record. (The box provided will expand to accommodate the description.)

The Facility is electrically interconnected to a transmission line owned by NYSEG at the Stony Creek

Substation. The collection system for the 58 wind turbine generators is at 34.5 kV and is owned by the project. After the collection system, the energy produced goes to a 34.5/230 kV Step Up Transformer, which then connects to the transmission system at the Stony Creek Substation. This 230kV line runs from the High Sheldon Substation to the Weatherfield Substation. This interconnection is part of the NYISO, of which Stony Creek Energy LLC is a member. The collection system for the 58 wind turbines is at 34.5 kV and is owned by the project.

14) Provide a statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard. (The box provided will expand to accommodate the statement.)

Yes, in NY. See Attachment 14.

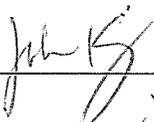
If applicable, provide verification of any certifications that have been received for this facility as Attachment 14.

15) Provide any other pertinent information that you wish to include to assist in classification of the facility as Attachment 15.

16) The following affidavit must be completed by the owner attesting to the accuracy of the contents of the application pursuant to Puc 2505.02 (b) (14).

AFFIDAVIT

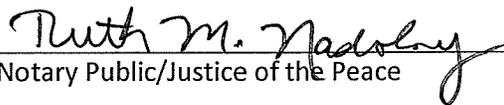
I, JOHN KWOG have reviewed the contents of this application and attest that it is accurate and is signed under the pains and penalties of perjury.

Applicant's Signature  Date 6/5/2014

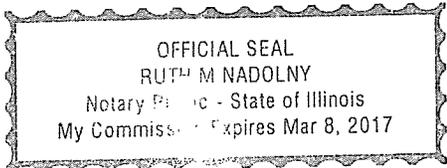
Applicant's Printed Name JOHN KWOG

Subscribed and sworn before me this 5th Day of June (month) in the year

County of COOK State of ILLINOIS


Notary Public/Justice of the Peace

My Commission Expires 3.8.2017



Application Checklist:		check
1-3	All general and facility information has been provided in numbers 1), 2) and 3).	✓
4	The nameplate capacity matches the interconnection agreement and the GIS database.	✓
4	Pertinent pages of the interconnection agreement have been provided as Attachment 4 .	✓
5	A GIS Asset ID and facility code has been obtained and provided on the application.	✓
6	If your facility is seeking Class I certification for the incremental new production of hydroelectric technologies to produce energy, Attachment 6	—
7	If your facility is seeking Class I certification for repowered Class III or IV sources, Attachment 7 .	—
8	If your facility is seeking Class I certification for formerly nonrenewable energy electric generation facilities, Attachment 8 .	—
9	If your facility is seeking Class IV certification for the electric production of hydroelectric technologies with a nameplate capacity of one megawatt or greater, Attachment 9 .	—
10	If your facility is located in a control area <u>adjacent</u> to the New England control area, Attachment 10 .	✓
11	If the facility is a customer-sited source you have retained the services of an independent monitor and noted the independent monitor on the application.	—
12	All necessary regulatory approvals, including any reviews, approvals or permits required by NHDES or the environmental protection agency in the facility's state have been provided as Attachment 12 .	
13	A <u>general</u> description of how the generation facility is connected to the regional power pool via the local electric distribution utility has been provided.	
14	If applicable, verification of all renewable portfolio standard program certifications that have been received for this facility in other states, provided as Attachment 14 .	
15	If necessary, other pertinent information that will assist in classification of the facility provided as Attachment 15 .	
16	A statement that there are no prohibited relationships between the Applicant and other involved parties has been provided.	
17	The affidavit by the owner attesting to the accuracy of the contents of the application has been completed. (A separate Attachment 17 may be substituted for the affidavit provided in the application.)	

Note: Attachment numbers are matched with the number on the application. There are no attachments numbered 1, 2, 3, 5, 11, 13, 16, or 17. A separate attachment for the affidavit will be accepted.

ATTACHMENT 4
INTERCONNECTION
AGREEMENT

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this 27th day of June 2012, by and among Stony Creek Energy LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Developer" with a Large Generating Facility), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and New York State Electric & Gas Corporation a corporation organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, the NYISO, or Connecting Transmission Owner each may be referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, NYISO operates the Transmission System and Connecting Transmission Owner owns certain facilities included in the Transmission System; and

WHEREAS, Developer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Developer, NYISO, and Connecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the New York State Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE L DEFINITIONS

Whenever used in this Agreement with initial capitalization, the following terms shall have the meanings specified in this Article 1. Terms used in this Agreement with initial capitalization that are not defined in this Article 1 shall have the meanings specified in Section 30.1.0 or Attachment S of the NYISO GATT.

Affected System shall mean an electric system other than the transmission system owned, controlled or operated by the Connecting Transmission Owner that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affected Transmission Owner shall mean the New York public utility or authority (or its designated agent) other than the Connecting Transmission Owner that (i) owns facilities used for the transmission of Energy in interstate commerce and provides Transmission Service under

the Tariff, and (ii) owns, leases or otherwise possesses an interest in a portion of the New York State Transmission System where System Deliverability Upgrades or System Upgrade Facilities are installed pursuant to Attachment X and Attachment S of the Tariff.

Affiliate shall mean, with respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust or unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term "control" shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

Ancillary Services shall mean those services that are necessary to support the transmission of Capacity and Energy from resources to Loads while maintaining reliable operation of the New York State Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, including but not limited to Environmental Law.

Applicable Reliability Councils shall mean the NERC, the NPCC and the NYSRC.

Applicable Reliability Standards shall mean the requirements and guidelines of the Applicable Reliability Councils, and the Transmission District to which the Developer's Large Generating Facility is directly interconnected, as those requirements and guidelines are amended and modified and in effect from time to time; provided that no Party shall waive its right to challenge the applicability or validity of any requirement or guideline as applied to it in the context of this Agreement.

Attachment Facilities shall mean the Connecting Transmission Owner's Attachment Facilities and the Developer's Attachment Facilities. Collectively, Attachment Facilities include all facilities and equipment between the Large Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Large Generating Facility to the New York State Transmission System. Attachment Facilities are sole use facilities and shall not include Stand Alone System Upgrade Facilities or System Upgrade Facilities or System Deliverability Upgrades.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by NYISO, Connecting Transmission Owner or Developer; described in Section 30.2.3 of the Large Facility Interconnection Procedures.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this Agreement.

Breaching Party shall mean a Party that is in Breach of this Agreement.

Business Day shall mean Monday through Friday, excluding federal holidays.

Byway shall mean all transmission facilities comprising the New York State Transmission System that are neither Highways nor Other Interfaces. All transmission facilities in Zone J and Zone K are Byways.

Calendar Day shall mean any day including Saturday, Sunday or a federal holiday.

Capacity Region shall mean one of three subsets of the Installed Capacity statewide markets comprised of Rest of State (Zones A through I), Long Island (Zone K), and New York City (Zone J).

Capacity Resource Interconnection Service ("CRIS") shall mean the service provided by NYISO to interconnect the Developer's Large Generating Facility to the New York State Transmission System in accordance with the NYISO Deliverability Interconnection Standard, to enable the New York State Transmission System to deliver electric capacity from the Large Generating Facility, pursuant to the terms of the NYISO OATT.

Class Year Deliverability Study shall mean an assessment, conducted by the NYISO staff in cooperation with Market Participants, to determine the System Deliverability Upgrades required for each generation and merchant transmission project included in the Class Year Interconnection Facilities Study to interconnect to the New York State Transmission System in compliance with the NYISO Deliverability Interconnection Standard.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Reliability Impact Study.

Commercial Operation shall mean the status of a Large Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Large Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this Agreement.

Confidential Information shall mean any information that is defined as confidential by Article 22 of this Agreement.

Connecting Transmission. Owner shall mean the New York public utility or authority (or its designated agent) that (i) owns facilities used for the transmission of Energy in interstate

IN WITNESS WHEREOF, the Parties have executed this LGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties,

By: _____

Date: _____

New York State Electric & Gas Corporation

By: Mark S. Lynch

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this LGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

New York Indepe

Operator, Inc

By

York State Electric

By: _____

Title:

Stony Creek Energy LLC

By: By [Signature]

Title: Vice President

Date: 6/25/2012

Legal
Reviewed
by John
Dax

APPENDIX C

Interconnection Details

1. Description of Large Generating Facility including Point of Interconnection

The Large Generating Facility will be located in the Town of Orangeville in Wyoming County, New York, and will consist of 59 General Electric 1.6 MW turbines for a total plant capacity of 94.4 MW. Each of the 59 units has a reactive power factor range of 0.90 leading to 0.90 lagging at each generator terminal; resulting in providing an operating range from +45.7 MVAR to -45.7 MVAR for the entire generating facility (sum of unit capabilities).

There will be four underground feeders at 34.5kV, three of them will have 15 turbines per feeder and one will have 14 turbines. Each turbine will have a 0.69/34.5kV wye grounded/delta, 1.75 MVA padmount transformer. The feeders will terminate at the 34.5kV project substation, where the collected power of the project will be stepped up to 230 kV through a 34.5 kV/230/13.8 kV 66/88/110 MVA Wye grounded/buried delta tertiary three winding transformer.

The Large Generating Facility will interconnect to Connecting Transmission Owner's High Sheldon — Wethersfield 230 kV line #81. The Point of Interconnection shall be approximately 9.82 miles from High Sheldon Substation and 2.57 miles from the Wethersfield substation. The Point of Interconnection is identified on the one-line diagram attached to Appendix A. The Point of Change of Ownership shall be the attachments at the three (3) 230 KV single bus supports located between the metering CTs and the substation fence separating the NYSEG yard from the collector substation.

2. Developer Operating Requirements

(a) Developer must comply with all applicable NYISO tariffs and procedures, as amended from time to time.

(b) Developer must comply with the Connecting Transmission Owner's operating instructions and requirements, including, but not limited to, Connecting Transmission Owner's Operation Coordination Agreement, as amended from time to time, to the extent not inconsistent with the terms of this Agreement or the NYISO OATT.

(c) The Post-transition Period LVRT standard, as set forth in Appendix G to this Agreement, is applicable to Developer's Large Generating Facility. For purposes of compliance with Appendix G, Connecting Transmission Owner has determined that Developer shall maintain the Large Generating Facility in service during a three-phase fault for nine (9) cycles.

ATTACHMENT 10

**CONTRACT TO MOVE POWER
ATTRIBUTES INTO NEPOOL**

RSA 362-F: 11 and Puc 2505 establish the rules by which a facility “qualify[ies] as a facility eligible to acquire [renewable energy] certificates” (“RECs”) under New Hampshire’s Renewable Portfolio Standard (“RPS”). These rules ensure that the qualifying facility is located in or adjacent to New England and that the source of its electric energy is renewable, as defined by statute. New Hampshire’s RPS has additional and distinct rules for the “issuance and transfer” of RECs (RSA 362-F:6JV and Puc 2504). Those rules ensure that RECs used to satisfy New Hampshire’s RPS comply with the statute’s delivery requirements and that such RECs are not double counted. This application seeks a Commission order confirming that the Facility is eligible under RSA 362-F: 11 and PUC 2505 only (facility eligibility as Class I resource), and does not seek any approvals under RSA 362-F:6.IV and Puc 2504 (issuance and transfer of RECs).

To be qualified as an eligible facility, New Hampshire’s RPS statute requires only that the application contain (a) the name and address of the applicant, (b) the facility location, ISO-New England asset identification number, and NEPOOL GIS facility code, if available, (c) description of the facility, including the fuel type, gross generation capacity, and initial commercial operation date, (d) such other information as the applicant may provide to assist in determining the classification of the generating facility. RSA 362-F: 11.

In contrast, the information requested in Item 19 is derived from RSA 362-F:6.IV and Puc 2504 (issuance and transfer of RECs). Because Orangeville does not seek any approvals under RSA 362-F:6.IV and Puc 2504, the information requested in Item 19 is not necessary to process Orangeville’s application.

Any sale or transfer of the Facility’s RECs to a load serving entity in New England will be undertaken by NextEra Energy Power Marketing, LLC (“NextEra”). But before NextEra undertakes those transactions in New England, Orangeville must secure a Commission order confirming that the Facility does, in fact, “qualify as a facility eligible to acquire” RECs under RSA 362-F: 11 and Puc 2505 (Facility eligibility as Class I resource).

Accordingly, NextEra plans to undertake the steps contemplated by Item 19 only after Orangeville confirms that the Facility qualifies as eligible. Nevertheless, to the extent that the information sought in Item 19 is available to Orangeville, that information is provided below.

- a. The Facility is located in the New York ISO control area, which is adjacent to the New England control area.
- b. Puc 2504.0 1(a)(2) a. requests documentation of a unit-specific bilateral contract or other legally enforceable obligation that is executed between the source owner, operator, or authorized agent and an electric energy purchaser located within the New England control area for delivery of the source’s electric energy to the New England control area. Orangeville has entered into a bilateral contract (“Contract”) with NextEra. Under the Contract, Orangeville will sell RECs

produced by the Facility to NextEra. The Contract provides that, for Facility RECs sold by Orangeville to NextEra, the parties will submit Conversion Transactions pursuant to New York's Conversion Transaction Rules. A Conversion Transaction is a procedure that occurs when an entity that sells energy into the New York Spot Market and an entity that purchases a like amount of energy out of the New York Spot Market during the same settlement period, jointly identify for New York's Environmental Disclosure Program Administrator the packet of energy so that it can be disaggregated, for environmental disclosure purposes, from the residual pool of the New York Spot Market energy, in accordance with the Conversion Transactions Rule 2.7(c)(w). Under the NEPOOL GIS, RECs sold to NextEra and used to fulfill New Hampshire's RPS will not be used for compliance with any similar requirements of another nonfederal jurisdiction, or otherwise sold, retired, claimed, or represented as part of any other electric energy output, portfolio, or sale.

- c. Puc 2504.01(a)(2) b. requests proof of associated transmission rights for delivery of the source's electric energy from the generation unit of the source through the adjacent control area to the New England control area. NextEra will acquire energy that will be associated with the Facility through New York Conversion Transactions. NextEra will import that energy into New England.
- d. Puc 2504.01(a)(2) c., d., and e. seek documents addressing the amount of electric energy produced and delivered into New England. This documentation is not available at this time because RECs coupled with the electric energy from Orangeville have not been issued and transferred to entities in New Hampshire to fulfill their RPS requirements. Only after the Facility qualifies as a facility eligible to acquire RECs (i.e., after this application is approved), will NextEra undertake activities that produce the documentations contemplated in subsections c., d., and e.

Purchase and Sale Agreement

for Contract RECs

Between

Stony Creek Energy LLC (“Seller”)

and

NextEra Energy Power Marketing, LLC (“Buyer”)

Dated: May 30, 2014

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Exhibit A	Imported Unit Energy Seller Certification
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Exhibit C	Conversion Transaction Form
Exhibit D	Form of Projected Generation Notice
Exhibit E	Monthly Tracking Account
Exhibit F	Form of Price Confirmation Agreement
Exhibit G	Guaranty
Exhibit H	Form of Letter of Credit

**Purchase and Sale Agreement
for Contract RECs**

This Purchase and Sale Agreement for Contract RECs (this "Agreement") is entered into this 30th day of May 2014 (the "Effective Date") by and between Stony Creek Energy LLC ("Seller") and NextEra Energy Power Marketing LLC ("Buyer"), which are sometimes herein individually referred to as a "Party" or collectively as the "Parties".

Recitals

WHEREAS, Seller owns and operates the Windfarm in the State of New York from which the electrical output is delivered to NYISO and desires that a portion of the energy and Environmental Attributes associated with the electric generation from said Windfarm be sold and exported into ISO-NE;

WHEREAS, Buyer desires to purchase the Environmental Attributes associated with such energy exported from NYISO and delivered into ISO-NE; and

WHEREAS, Buyer will be responsible for scheduling the imports of such energy and Environmental Attributes into ISO-NE.

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

ARTICLE I

DEFINITIONS

1.1 Definitions. Unless otherwise defined herein or in any attachment to this Agreement, the following terms will have the respective meanings set forth below:

"Actual Hourly Energy Export" is defined as the Day-Ahead Export Schedule minus Curtailments.

"Actual Hourly Generation" is defined as the aggregate energy produced by the Facility and sold into the NYISO spot market for each hour of the specified Generation Date, expressed in MWhs, as provided in the Projected Generation Notice.

"Actual Hourly REC Export" is defined as the lesser of the Actual Hourly Generation and the Actual Hourly Energy Export.

"Actual Quantity Delivered" is defined in Section 2.4(a).

"Affiliate" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled

by” or “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise.

“Aggregate Generated Amount” means, with respect to each hour of a Generation Date, the actual aggregate generation of the Windfarm for each such hour of the Generation Date, expressed in MWh as illustrated in Exhibit E.

“Aggregate Projected Amount” means, with respect to each hour of a Generation Date, an amount set forth by Seller in the Projected Generation Notice for the aggregate generation of the Windfarm for each such hour of the Generation Date, expressed in MWh. The Aggregate Projected Amount shall reflect Seller’s commercially reasonable estimate of the aggregate generation of the Windfarm for each such hour and will be determined in Seller’s discretion considering, without limitation, factors consistent with Prudent Industry Practice, adjusted for any planned maintenance or planned outages as illustrated in Exhibit E.

“Agreement” is defined in the Preamble.

“Annual CAP Quantity” is defined in Section 2.3(e).

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Regulatory Authority or arbitrator that apply to any Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Programs” means, collectively, RPS-Connecticut Class I, Green-e Standard, RPS-New Hampshire Class I, RPS-Massachusetts Class I, and/or RPS-Rhode Island;

“Approved Broker” means Karbone Inc., Evolution Markets Inc., TFS Energy, LLC, ICAP Energy LLC, BGC Environmental Brokerage Services, LP or any of their respective affiliates or subsidiaries in accordance with Section 2.2;

“Bankrupt” means with respect to any Person, such Person (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day opens at 8:00 a.m. and closes at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, is the Party from whom the notice, payment or delivery is sent and by whom the notice or payment or delivery is received.

“Buyer” is defined in the Preamble.

“Buyer Parent Guarantor” means NextEra Energy Capital Holdings, Inc. (f/k/a FPL Group Capital Inc.)

“Buyer Parent Guaranty” means the guaranty from Buyer Parent Guarantor set forth on Exhibit G or otherwise reasonably satisfactory to Seller.

“Capacity” means NYISO Unforced Capacity (as defined in the NYISO Market Administration and Control Area Services Tariff), or similar capacity product other than energy and ancillary product designed to have the regional transmission organization compensate owners of generation Windfarm for the generation availability.

“Commercially Reasonable Efforts” 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 Applicable Law and regulations and, in the case of Seller, Prudent Industry Practices (including without limitation the uncertainty in forecasting hourly wind energy generation plant output on a day-ahead basis and the avoidance or minimization of any penalties or charges under applicable law and regulations, this Agreement or otherwise).

“Confidential Information” means all information exchanged between the Parties (whether in oral, written, electronic or any other form) in connection with this Agreement, including without limitation the terms and conditions of this Agreement. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (ii) information that was already known by either Party on a non-confidential basis prior to the execution of this Agreement; (iii) information that becomes available to either Party on a non-confidential basis from a source other than the other Party where such source is not known by the receiving Party to be subject to a confidentiality obligation with respect to such information; (iv) information a Party is required to disclose pursuant to Applicable Law in connection with any administrative or regulatory approval or filing process or request.

“Contract Quantity” means 6.17% of the Cumulative Generated Amount during each monthly period during the Term, as tracked by Buyer in the Monthly Tracking Account, as defined in Section 2.3(b).

“Contract RECs” means RECs that are both Green-e Certifiable RECs and NEPOOL Certifiable RECs.

“Contract Unit Price” is defined in Section 2.2(a).

“Conversion Transaction” means the procedure that occurs when an entity that sold energy into the New York Spot Market and an entity that purchased a like amount of energy out of the New York Spot Market during the same settlement period, jointly identify for the EDP Administrator such packet of energy such that it can be disaggregated, for environmental

disclosure purposes, from the residual pool of the New York Spot Market energy, in accordance with the Conversion Transaction Rules and Procedures.

“Conversion Transaction Form” means the New York State Public Service Commission Conversion Transaction Notification substantially in the form attached hereto as Exhibit C or such other written or electronic submission form required by the EDP Administrator for an entity that sells energy into the New York Spot Market to identify a Conversion Transaction.

“Conversion Transaction Rules and Procedures” means the Environmental Disclosure Rules and Procedures for Conversion Transactions set forth by the New York State Public Service Commission.

“Cumulative Delivered Quantity” means the cumulative amount of the Contract RECs Delivered by Seller to Buyer during each monthly period during the Term, as tracked by Buyer in the Monthly Tracking Account.

“Cumulative Generated Amount” means the cumulative amount of the Aggregate Generated Amounts during each monthly period during the Term, as tracked by Buyer in the Monthly Tracking Account.

“Curtailments” means NYISO, ISO-NE or transmission related reductions to Buyer’s Day-Ahead Export Schedule occurring in the Day-Ahead or Real-Time markets.

“Day-Ahead Export Quantity of Energy” means, for each hour, the quantity of energy associated with each Day-Ahead Export Schedule.

“Day-Ahead Export Schedule” means the hourly amount of RECs that Buyer schedules for export into NEPOOL, as reflected in the Monthly Tracking Account.

“Defaulting Party” is defined in Section 4.1.

“Delivery”, or any of its correlative terms, means the delivery by Seller to Buyer of the Environmental Attributes related to the generation of the Windfarm in accordance with Sections 2.3, 2.4, and 2.5, as applicable.

“Delivery Term” is defined in Section 2.3(a).

“Designated Load Serving Entity” means, in connection with a proposed Conversion Transaction, (x) the entity that purchased a like amount of energy out of the New York Spot Market in connection with such proposed Conversion Transaction or (y) any other entity eligible and designated to be the counterparty to Seller in a proposed Conversion Transaction, in each case in accordance with the Conversion Transaction Rules and Procedures.

“EDP Administrator” means the staff of the Department of Public Service or any other entity designated by the New York State Public Service Commission.

“Effective Date” means the start of the Delivery Term as set forth in the Price Confirmation Agreement.

"Eligible Renewable Resource" means those resources that meet the eligibility criteria set forth in Section II of the Green-e Standard.

"Environmental Attribute" means an aspect, claim, characteristic or benefit associated with the generation of a quantity of electricity by the Windfarm, other than the electric energy, capacity or ancillary services produced, and that is capable of being measured, verified or calculated. An Environmental Attribute may include one or more of the following identified with a particular megawatt hour of generation by the Windfarm designated prior to Delivery: avoided NOx, SOx, CO2 or greenhouse gas emissions, avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of applicable law in order to site and develop the Windfarm itself) or as otherwise defined under an Applicable Program, or as agreed by the Parties. Environmental Attributes do not include production tax credits, investment tax credits or other direct third-party subsidies for generation of electricity by any specified Renewable Energy Windfarm.

"EPT" means Eastern Prevailing Time.

"Events of Default" is defined in Section 4.1.

"Export RECs" is defined in Section 2.6(a).

"FERC" is defined in Section 2.11(d).

"FERC Regulatory Change" is defined in Section 2.11(d).

"Force Majeure" means an event or circumstance which prevents a Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Party claiming Force Majeure, and which, by the exercise of due diligence, the Party claiming Force Majeure is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Contract RECs purchased hereunder; or (iii) Seller's ability to sell the Contract RECs at a price greater than the Contract Unit Price.

"Generation Date" means any calendar day during the Delivery Term that the Windfarm produces Energy that is scheduled into ISO-NE pursuant to a Day-Ahead Export Schedule.

"Green-e Attestation" means the attestation in a form approved by Green-e specifying the amount in megawatt-hours and generation characteristics of the Contract RECs Delivered by Seller to Buyer.

"Green-e Attributes" means all of the environmental attributes associated with a unit of renewable generation, with the exception of certain cap and trade pollutants, in accordance with Section III.C. of the Green-e Standard.

"Green-e Certifiable REC" means a REC that (i) includes all Green-e Attributes arising as a result of the generation of electricity by an Eligible Renewable Resource associated with the REC, and (ii) meets all requirements set forth in Green-e Standard to be certified.

“Green-e Standard” means the Green-e Energy National Standard published by the Center for Resource Solutions, version 2.1 (or, subsequent revised versions in effect as of the date of Delivery).

“Interest Rate” means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

“ISO-NE” means ISO New England Inc.

“Monthly Tracking Account” is defined in Section 2.5(a).

“NEPOOL” means the New England Power Pool.

“NEPOOL Agreement” means the Restated New England Power Pool Agreement dated as of December 1, 1996, as accepted by the Federal Energy Regulatory Commission, and the tariffs, rules and procedures adopted by NEPOOL, including the NEPOOL-GIS Operating Rules.

“NEPOOL Certifiable RECs” means those RECs that currently meet, or are contemplated herein to meet the requirements of (i) the Applicable Programs and (ii) registration under the NEPOOL-GIS.

“NEPOOL-GIS Operating Rules” means the New England Power Pool Generation Information System Operating Rules.

“NEPOOL RECs” means those “Certificates” (1) created in accordance with the NEPOOL-GIS Operating Rules, and (2) satisfying the requirements of NEPOOL-GIS Operating Rule 2.7(c).

“New England Power Pool Generation Information System” or “NEPOOL-GIS” means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL that accounts for the generation attributes of electricity generated within or imported into New England.

“New York REC Tracking System” means, if applicable, a system established in New York State, including its regulations and procedures, for recording transfers of RECs among various Persons and accounts.

“New York Spot Market” means the wholesale electricity market in New York, currently administered by NYISO, in which electricity is priced in Locational Based Marginal Prices, for both Day-Ahead and Real-Time Markets (as such terms are defined under the NYISO market rules).

“Non-Defaulting Party” is defined in Section 4.2(a).

“Non-NEPOOL RECs” is defined in Section 2.6(f).

“NYISO” means the New York Independent System Operator.

“NYSERDA Contract” means that certain contract between Seller and New York State Energy Research and Development Authority dated as of July 8, 2011.

“Party” and “Parties” are defined in the Preamble.

“Performance Assurance” shall mean sufficient security in the form, amount and for the term calculated by the requesting party in a commercially reasonable manner, including, but not limited to, cash collateral, a standby irrevocable letter of credit issued by a bank reasonably acceptable to demanding party, a prepayment, or other security reasonably acceptable to the requesting party.

“Person” means any individual, corporation, partnership, limited liability company, association, joint venture, trust, unincorporated organization or Regulatory Agency or other entity.

“Posting Party” is defined in Section 3.4(a).

“Projected Generation Notice” is illustrated in Exhibit D.

“Prudent Industry Practices” means any of the practices, methods, standards and acts engaged in or approved by a significant portion of the wind energy industry in the United States that, at the relevant time, in the exercise of reasonable judgment in light of the location, size and technology of the Windfarm, and in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of others, but rather to those practices, methods and acts generally accepted or approved by a significant portion of the wind power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

“Receive”, or any of its correlative terms, means the receipt by Buyer from Seller of the Environmental Attributes related to the generation of the Windfarm in accordance with Sections 2.3, 2.4, and 2.5, as applicable.

“Regulatory Action” means action by a Regulatory Agency, administrator or by the governing body of the Applicable Program (i) to change the eligibility of a REC for the Applicable Program or substantially change the requirements for compliance with the Applicable Program, including a change in Applicable Law that disqualifies any previously qualifying renewable energy facilities or previously complying RECs, or (ii) to change the laws in the State of New York under which Environmental Attributes are created, registered or transferred, which in any case has a material adverse effect on the supply of the REC products that are the subject of this Agreement.

“Regulatory Agency” means any (a) federal, state, local, territorial, tribal or municipal government and any department, commission, board, bureau, agency, instrumentality, judicial or administrative body thereof; or (b) any self-regulatory agency, Control Area or FERC-approved

regional transmission operator or Regional Transmission Organization, in any case having jurisdiction or operational control over the Windfarm or the Parties or transactions under this Agreement, as the case may be.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, indicating the Environmental Attributes associated with the generation of a particular quantity of energy from a Renewable Energy Windfarm that is separate from the energy produced, expressed in MWh.

“Renewable Energy Windfarm” means a generating unit that meets the eligibility criteria necessary to produce certificates that satisfy statutory and regulatory requirements of the relevant Applicable Programs.

“Replacement Price” means the weighted average price at which Buyer, acting in a commercially reasonable manner, purchases the substitute Termination Contract Quantity not Delivered by Seller, plus any out-of-pocket charges or costs reasonably incurred by Buyer (including any brokerage fees incurred by Buyer) in purchasing such substitute Termination Contract Quantity.

“RPS-Class 1” means the general grouping of any or all of the following: RPS-Connecticut Class I, RPS-Maine Class 1, RPS-Massachusetts Class I, RPS-New Hampshire Class I, and/or RPS-Rhode Island Class I, as defined below.

“RPS-Connecticut Class I” means the regulations provided in Conn. Agencies Regs. § 16-245 et seq. promulgated pursuant to Conn. Gen. Stat. § 16-245a that require a minimum percentage of electricity sold to end-use customers in the State of Connecticut to be derived from Class I Renewable Energy Source, as defined therein, as such regulations and statutes may be amended from time to time, and as in effect on the date of Delivery.

“Requesting Party” is defined in Section 3.4(a).

“RPS-Massachusetts Class I” means the regulations provided in Title 225, Section 14.00 et seq. of the Code of Massachusetts Regulations (225 CMR 14.00 et seq.), promulgated pursuant to M.G.L. c. 25A, § 11F that require a minimum percentage of electricity sold to end-use customers in the Commonwealth of Massachusetts to be derived from Class I Renewable Generation Units, as defined in and as more explicitly provided for in 225 CMR 14.00 et seq., as such regulations and statutes may be amended from time to time, and as in effect on the date of Delivery.

“RPS-New Hampshire Class I” means the regulations provided in N.H. Admin. Rules, Puc 2500, promulgated pursuant to N.H. Stat. Ch. 362-F that require a minimum percentage of electricity sold to end-use customers in the State of New Hampshire to be derived from Class I Source, as defined therein, as such regulations and statutes may be amended from time to time, and as in effect on the date of Delivery

“RPS-Rhode Island Class I” means the Rhode Island Public Utilities Commission regulations set forth in R.I. Code. R. 90-060-015, Section 4.0 et seq. promulgated pursuant to the Renewable Energy Standards as set forth in the Renewable Energy Act, R.I. Gen. Laws § 39-26-

1 et seq., that require a minimum percentage of electricity sold to end-use customers in Rhode Island to be derived from New Renewable Energy Resources (as defined in R.I. Gen. Laws §39-26-2(15) and R.I. Code. R. §90-060-015, subsection 3.23), as such regulations and statutes may be amended from time to time, and as in effect on the date of Delivery.

“Sales Price” means the weighted average price at which Seller, acting in a commercially reasonable manner, resells the Termination Contract Quantity, reduced by any out-of-pocket charges or costs reasonably incurred by Seller (including any brokerage fees incurred by Seller) in selling the Termination Contract Quantity. If after using Commercially Reasonable Efforts Seller is unable to sell all or a portion of the Termination Contract Quantity then the Sales Price with respect to such unsold RECs shall be deemed equal to zero (0).

“Seller” is defined in the Preamble.

“Termination Contract Quantity” is defined in Section 4.2.

“Termination Damages” is defined in Section 4.2(b).

“Termination Date” is defined in Section 2.3(a).

“Transfer” is defined in Section 2.7.

“Transmission System” means the contiguously interconnected electric transmission facilities over which the Transmission System Operator has rights to provide for the bulk transmission of capacity and energy from the Windfarm.

“Transmission System Operator” means NYISO or any successor independent system operator, regional transmission operator or other transmission operator from time to time having authority to control the transmission control area to which the Windfarm is interconnected.

“Unit Contingent” means that the Contract REC to be supplied from the Windfarm to Buyer will be supplied only to the extent the Windfarm is in operation, and Seller does not represent or covenant that any quantity of Contract RECs will be generated subject to the foregoing limitations, Seller will use Commercially Reasonable Efforts to operate the Windfarm at its nameplate capacity in an effort to produce Contract RECs during each and every hour during the Term, but Seller’s failure to deliver Contract RECs under this Agreement will be excused to the extent, and for the period, the Windfarm is unavailable as a result of, or related to, (i) planned outages scheduled, noticed and permitted by this Agreement, (ii) forced outages, (iii) any curtailments of the generation and delivery of energy from the Windfarm into the Transmission System due to any order, directive or notification received from the Transmission System Operator (iv) to the extent caused by, arising from or related to an event of Force Majeure, and (v) any failure or derating of Windfarm equipment which is not caused by failure to operate the Windfarm in accordance with Prudent Industry Practices or by the negligent acts or omissions of Seller or its contractors or agents (an “Equipment Failure”); provided, however, that Seller shall use Commercially Reasonable Efforts, consistent with Prudent Industry Practice, to mitigate the effects of such Equipment Failure by repairing or replacing such Windfarm equipment within a reasonable period following such Equipment Failure. In any of the events set forth in (i) through (v) above, Seller shall not be liable to Buyer for any damages. For the

avoidance of doubt, economic shutdown directed by Seller in its sole discretion shall not be deemed an excused event.

“Windfarm” means the approximately 94.4 MW nameplate capacity wind generation Windfarm owned by Seller located in Wyoming County, New York and known as the Orangeville Wind Farm.

“Windfarm Eligibility” means, with respect to the Windfarm, the qualification by the relevant Regulatory Agency to produce the RECs that can be used under the Applicable Programs.

1.2 Rules of Construction. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to “Articles,” “Sections,” “Schedules,” “Annexes,” or “Exhibits” are to articles, sections, schedules, annexes, or exhibits hereof; (c) all references to a particular entity or market price index include a reference to such entity’s or index’s successors and (if applicable) permitted assigns; (d) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular Article, Section or subsection hereof; (e) all accounting terms not specifically defined herein will be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (f) references to this Agreement include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; (g) the masculine includes the feminine and neuter and vice versa; (h) “including” is construed in its broadest sense to mean “including without limitation” or “including, but not limited to”; (i) references to agreements, regulations, procedures and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments that are duly entered into and effective against the Parties thereto or their permitted successors and assigns; (j) a reference to a statute or to a regulation issued by a governmental authority includes all amendments and supplements thereto; (k) any reference in this Agreement to any Person includes its successors and permitted assigns and, in the case of any Regulatory Agency, any Person succeeding to its functions and capacities; and (l) the word “or” is not necessarily exclusive.

ARTICLE II

TRANSACTION TERMS AND CONDITIONS

2.1 RPS Class I Certification

Seller shall use Commercially Reasonable Efforts to obtain qualification of the Windfarm and approval of this Agreement under all the RPS-Class I regulations. Seller shall submit all initial paperwork to the respective state agencies for the above-mentioned RPS Class I certifications no later than thirty (30) days after the Effective Date. Seller must obtain certification for at least one of the Applicable Programs by December 31, 2015; provided that, if Seller fails to receive RPS-Class I certification for at least one of the Applicable Programs by such date, this Agreement shall terminate and neither Party shall have any liability or obligation to the other Party. In the period between the Effective Date and certification under a RPS-Class I regulation of an Applicable Program, Buyer shall, at its sole discretion, schedule and deliver the Day-Ahead Export Quantity of Energy for the Windfarm into ISO-NE for any given Generation Date. For the avoidance of doubt, Buyer can elect not to schedule and deliver the Day-Ahead Export Quantity of Energy even if the Windfarm is in operation or capable of operation. Seller shall produce, or cause to be produced, the Day-Ahead Export Quantity of Energy for such Generation Date in accordance with this section.

2.2 Valuation and Pricing

(a) **Contract Unit Price.** Upon receiving certification under a RPS-Class I regulation for at least one of the Applicable Programs, the Parties shall agree upon a price for the RPS Class-I RECs certified by seeking broker quotes from an Approved Broker. The Parties shall then price the Contract RECs based on the following methodology: (i) calculate five midrange prices by averaging the bid and ask prices from each of the five (5) Approved Brokers, (ii) eliminate the broker quotes corresponding to the highest and lowest midrange prices, and then (iii) average the bid and ask prices from the three remaining price sources ("Broker Derived Price"). The Parties agree to apply a discount to the Broker Derived Price for the RPS Class-I RECs certified which shall constitute the contract unit price ("Contract Unit Price").

(b) **Price Confirmation Procedure.** The Parties shall execute a price confirmation agreement, attached hereto as Exhibit F, on a quarterly basis as follows:

(i) **NEPOOL Deadline and Quarterly Payments.** On or before the NEPOOL deadline for REC certification as set forth in Appendix I to the price confirmation agreement attached hereto, Seller shall notify Buyer of which RPS Class-I Certification that Seller intends to use and shall provide certification documentation to Buyer along with an invoice for the Contract RECs. Upon (i) notification to Buyer by Seller of the applicable RPS certification for the Contract RECs, (ii) receipt of the certification documentation by Buyer, and (iii) after the NEPOOL REC certification deadline has passed, the Parties shall execute a price confirmation agreement for the Contract Unit Price, which confirmation agreement shall constitute a part of and shall be governed by the terms of this Agreement. Buyer shall pay Seller the Contract Price, on a quarterly basis within ten (10) business days of satisfaction of the

forgoing for the RECs produced and delivered. The Contract Unit Price shall be applied retroactively to reflect the highest-valued RPS Class I RECs chosen by Seller following the execution of a price confirmation agreement.

(ii) **2014 Price Confirmation.** The Parties may agree upon Contract Unit Prices for calendar years 2014 and 2015, together, or in separate price confirmation agreements. For calendar year 2014, the discount shall be [REDACTED] as of the Effective Date; provided that the discount to the Broker Derived Price shall remain constant and applicable to the highest-valued RPS-Class I RECs certified. Upon entering into a price confirmation agreement for calendar year 2014, the Agreement shall be in effect for the duration of 2014, irrespective of the Parties' decision to enter into a price confirmation agreement for calendar year 2015.

(iii) **2015 Price Confirmation.** The Parties may agree upon the discount for calendar year 2015 during the calendar year 2014 delivery term. Seller shall accept or reject the discount to be applied to the Broker Derived Price on a recorded line within twenty four (24) hours of Buyer's issuance of such discount quote, provided, that Seller's failure to respond within twenty four (24) hours shall be deemed a rejection of the discount as quoted. If Seller accepts the discount, then Buyer shall send to Seller by electronic mail a discount confirmation letter attached hereto as Appendix II to the price confirmation agreement. If Seller does not object to the discount in the confirmation within two days of receipt thereof, then it shall be deemed accepted pursuant to the recorded line and written confirmation. For calendar year 2015, the discount to the Broker Derived Price, agreed to in the discount confirmation letter, shall remain constant and applicable to the highest-valued RPS-Class I RECs certified. The Parties shall execute a price confirmation agreement on or before hour ending 2400 EPT December 31, 2014. In the event that the Parties are unable to agree upon a Contract Unit Price for calendar year 2015, then the delivery term shall end on the date in the sentence above, and the Agreement shall terminate upon delivery and payment of the Contract RECs.

(c) **Scheduling and Delivery Post-Certification.** After the Windfarm is certified for at least one of the Applicable Programs, Buyer shall use Commercially Reasonable Efforts to schedule and deliver the Day-Ahead Export Quantity of Energy for the Windfarm into ISO-NE for each Generation Date during the Delivery Term; provided, that, Buyer shall have the right, upon notification to Seller, to elect not to schedule and deliver the Day-Ahead Export Quantity of Energy if in the Buyer's judgment the projected cost of delivering power from NYISO into NEPOOL would be greater than \$10/MWh for such hour.

2.3 Delivery Term; Contract Quantity; Contract Unit Price.

(a) **Delivery Term.** The term of this Agreement (the "Delivery Term") shall commence with hour ending 0100 Eastern Prevailing Time ("EPT") on the Effective Date and end with hour ending 2400 EPT on December 31, 2015 (the "Termination Date"), unless terminated earlier by either Party in accordance with Sections 2.1, Section 2.2 or Section 4; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any such termination and, provided further, that this

Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Delivery and Receipt of Contract RECs entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations thereunder.

(b) Contract Quantity; Target Quantity. Subject to the terms and conditions of this Agreement, Seller will Deliver to Buyer, and Buyer will Receive from Seller, a variable quantity of Contract RECs calculated by the formulas provided hereunder (the "Contract Quantity"), on a Unit Contingent basis. The formula for the Contract Quantity shall be subject to the start of the delivery term of the NYSERDA Contract. Prior to the start of the NYSERDA Contract delivery term, the Contract Quantity shall be the quantity of Contract RECs equivalent to one hundred percent (100%) of Cumulative Generated Amount during each calendar month, rounded down to the next whole number of Contract RECs or megawatt hour, as applicable. Upon the start date of the NYSERDA Contract delivery term and corresponding hour ending, the Contract Quantity shall be the quantity of Contract RECs equivalent to 6.17 percent (6.17%) of Cumulative Generated Amount during each calendar month, rounded down to the next whole number of Contract RECs or megawatt hour, as applicable. For avoidance of doubt, the number of Contract RECs delivered in a given month may be less than or equal to the Contract Quantity for that month, and Buyer shall pay Seller the Contract Unit Price multiplied by the number of Contract RECs delivered complying with the Annual CAP Quantity (as defined below). Buyer shall use Commercially Reasonable Efforts to deliver RECs during the Term.

(c) Annual CAP Quantity. Buyer shall pay Seller the applicable Contract Unit Price for the first 21,000 of Contract RECs delivered in each calendar year as reflected in the Monthly Tracking Account (the "Annual CAP Quantity"). The Contract Unit Price for the remainder of the Delivery Term shall be determined pursuant to Section 2.2 above. If Contract RECs delivered exceed the Annual CAP Quantity, the Parties shall negotiate in good faith a Contract Unit Price applicable to the excess Contract RECs. Buyer shall use Commercially Reasonable Efforts to provide a competitive price for such Contract RECs based on market conditions at the time of determination.

2.4 Delivery Obligations and Scheduling Requirements.

(a) Energy Exports from NYISO to NEPOOL. Subject to Section 2.1, Seller and Buyer shall agree upon a Day-Ahead Export Schedule for the Windfarm for each Generation Date during the Delivery Term. Buyer shall submit all schedules required to deliver the Day-Ahead Export Quantity of Energy into ISO-NE, including any transmission arrangements related thereto. For the Windfarm, Seller shall use Commercially Reasonable Efforts to produce, or cause to be produced, the Day-Ahead Export Quantity of Energy on each Generation Date. Buyer shall use Commercially Reasonable Efforts to schedule and deliver the Day-Ahead Export Quantity of Energy for the Windfarm into ISO-NE on each Generation Date. The actual quantity of energy and Environmental Attributes delivered into ISO-NE ("Actual Quantity Delivered") shall be determined as follows: (i) if the actual energy produced by the Windfarm in any hour is less than the Day-Ahead Export Quantity of Energy (less any Curtailments, if applicable), then the Actual Quantity Delivered shall equal the actual energy produced by the Windfarm, and (ii) if the actual energy produced by the Windfarm in any hour is greater than the Day-Ahead Export Quantity of Energy (less any Curtailments, if applicable), then the Actual Quantity Delivered shall equal the Day-Ahead Export Quantity.

(b) **Seller Scheduling Requirements.** Seller shall provide Buyer the following information for the Windfarm:

(A) Actual Hourly Generation for the preceding Generation Date(s),

(B) Projected Hourly Generation for the next Generation Date (see Exhibit D for form of submittal).

(c) **Buyer Scheduling Requirements.**

(i) Buyer shall perform the following scheduling activities with respect to each day during the Delivery Term:

(A) Buyer shall update the Monthly Tracking Account for the Windfarm with Actual Hourly Generation and Projected Hourly Generation provided by Seller and Actual Hourly Energy Exports, Actual Hourly REC Exports and Cumulative Delivered Quantity for the applicable Generation Dates. Buyer shall enter Day-Ahead Export Schedules in the Windfarm's Tracking Account for the next Generation Date and submit to Seller on a weekly basis (or as soon as practicable thereafter in the event that data are not available due to any system failure or similar circumstance).

(d) **Buyer Transmission Requirements.**

(i) For each Windfarm, Buyer shall:

(A) Obtain and maintain in full force and effect all service agreements and other authorizations with the NYISO and ISO-NE necessary to transmit the energy into NEPOOL in an amount that is equivalent to the Day-Ahead Export Schedule with respect to the Windfarm;

(B) Comply with all NYISO and ISO-NE requirements, in addition to those set forth in Section 2.4(c) for the transmission of such energy into NEPOOL; and

(C) Pay all rates and other fees associated with such transmission.

2.5 Allocation, Delivery and Receipt of Contract RECs; New York Conversion Transactions.

(a) **Allocation, Delivery and Receipt.** With respect to each hour in each calendar month during the Delivery Term, the Contract RECs from the Windfarm shall be tracked, allocated, Delivered, and Received as follows: For each calendar month during the Delivery Term, Buyer shall maintain a Monthly Tracking Account for the Windfarm in the form substantially similar to Exhibit E (each a "Monthly Tracking Account"), which shall include the Cumulative Generated Amount, Cumulative Contract Quantity, Export RECs, Eligible REC Export Balance, Actual Hourly REC Exports and Cumulative Delivered Quantity.

(b) **Submission of NY Conversion Transaction.** In connection with any Delivery of Contract RECs as Green-e Certifiable RECs for use in New York:

(i) Buyer will timely provide to Seller reasonably in advance of any deadline for submission to the EDP Administrator all information reasonably required for Seller to submit a Conversion Transaction Form to the EDP Administrator in respect of such proposed Delivery, including (A) the identity of the Designated Load Serving Entity, (B) the amount of Environmental Attributes, expressed in MWh, covered by the proposed Conversion Transaction, (C) the quarter or other settlement period to which the proposed Conversion Transaction relates and (D) any other information required by the EDP Administrator, whereupon, Seller will timely submit such Conversion Transaction Form with the EDP Administrator; and

(ii) Buyer will, or will cause the applicable Designated Load Serving Entity to, timely submit a Conversion Transaction Form with the EDP Administrator in respect of such proposed Delivery.

(c) **Termination of Conversion Transaction Rules and Procedures.** To the extent that the Conversion Transaction Rules and Procedures are terminated, including without limitation by reason of the establishment of a New York REC Tracking System, the provisions of this Section 2.5 will no longer apply and Seller and Buyer will use Commercially Reasonable Efforts to negotiate an alternate mechanism for the transfer of the Environmental Attributes relating to any proposed Delivery of such Contract RECs in the State of New York; provided, however, that to the extent that New York State establishes a New York REC Tracking System, Seller's submission of a valid electronic request to the administrator under such New York REC Tracking System to transfer Contract RECs from Seller's REC account to Buyer's REC account under such New York REC Tracking System will be deemed to constitute valid transfer of the Environmental Attributes relating to the Delivery of such Contract RECs in the State of New York.

(d) **Green-e Certifiable RECs.** In the event Buyer has elected to take Delivery of Green-e Certifiable RECs, Seller shall promptly deliver to Buyer the Green-e Attestation Form (Exhibit B), with such changes as the Center for Resource Solutions may require, and the Conversion Transaction Form (Exhibit C) in respect of the applicable portion of the Contract RECs.

2.6 NEPOOL RECs; Other Applicable Programs.

(a) **Submission to NEPOOL-GIS.** In connection with any Delivery of Export RECs, (i) Seller will timely submit to Buyer any data in its possession that is reasonably required to register the Contract RECs as NEPOOL RECs ("Export RECs") with the NEPOOL-GIS, including the actual daily generation meter data for the Windfarm in a form that can be submitted to the NEPOOL GIS, and (ii) Buyer will timely submit to the NEPOOL-GIS any data that is reasonably required to register the Contract RECs as NEPOOL RECs with the NEPOOL-GIS. Each Party will use Commercially Reasonable Efforts to cause the registration of Contract RECs as NEPOOL RECs with the NEPOOL-GIS as soon as reasonably practicable, including curing

any defects in any such proposed registration upon notice from the NEPOOL-GIS of any such defects.

(b) **Submission to Applicable Programs.** In connection with any proposed Delivery of Export RECs, (i) Seller will timely submit to Buyer any data in its possession that is reasonably required to demonstrate that energy generated by the Windfarm was generated, transmitted, delivered and settled in a manner that meets the requirements of an Applicable Program; and (ii) Buyer will timely submit to the state authority responsible for an Applicable Program any data reasonably required to demonstrate that energy generated by the Windfarm was generated, transmitted, delivered and settled in a manner that meets the requirements of an Applicable Program. Each Party will use Commercially Reasonable Efforts to cause the continued qualification of the Contract RECs under each Applicable Program.

(c) **Submission to Other Programs.** Without expanding Seller's obligations under this Agreement, Seller will provide to Buyer (i) any documentation in Seller's possession and (ii) any applications, affidavits and certifications, in each case related to the Windfarm or the Contract RECs under this Agreement that is reasonably requested by Buyer in connection with Buyer's efforts to qualify the Contract RECs under this Agreement with renewable energy credit trading programs other than the Applicable Programs.

(d) **Green-e Attestations.** To the extent requested by Buyer, Seller will promptly deliver to Buyer one or more Green-e Attestations in connection with any proposed Delivery of Contract RECs.

(e) **Copies of Notices.** Buyer will promptly provide to Seller a copy of all filings, forms, confirmations and any other notices (i) submitted by Buyer to the NEPOOL-GIS or received by Buyer or from the NEPOOL-GIS related to such proposed registration of Export Contract RECs as NEPOOL RECs with the NEPOOL-GIS and (ii) submitted by Buyer to a state authority under an Applicable Program or received by Buyer or from a state authority under an Applicable Program related to the continued qualification of the Contract RECs under each Applicable Program.

(f) **Rejection of NEPOOL RECs.** To the extent that the NEPOOL-GIS rejects the registration of any Export RECs as NEPOOL RECs (the "Non-NEPOOL RECs") and such rejection is not the result of an act or omission of Buyer, the Delivery will be deemed to have failed.

2.7 Transfer of Title.

(a) **Transfer of Title.** All right, title and interest to and in the Contract RECs will transfer from Seller to Buyer upon:

(i) Seller completing all actions required to Deliver the Cumulative Delivered Quantity of Contract RECs to Buyer; and

(ii) Buyer completing all actions required to Receive the Cumulative Delivered Quantity of Contract RECs from Seller (satisfaction of the conditions set forth

in clauses (i) and (ii) with respect to such Cumulative Delivered Quantity of Contract RECs, the "Transfer").

2.8 Payment.

(a) **Payment Terms and Fund Transfer.** Subject to Section 2.2, Buyer will render to Seller a statement setting forth any payment obligations incurred under this Agreement within 10 days after the end of each month. All payments owing under this Agreement will be due and payable by the Party owing such payment obligations within 15 days after the end of each month. Payment will be in the form of immediately available United States dollars and payment thereof will be made by wire transfer to the account designated by the invoicing Party. All payments will be rendered in the form of immediately available funds (U.S. Dollars) by wire transfer or in such other form as agreed to by the Parties. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(b) **Disputes and Adjustments of Invoices.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within 12 months after the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two Business Days after such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section within 12 months after the invoice is rendered or any specific adjustment to the invoice is made.

(c) **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party under this Agreement shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

(d) **Payment Obligation Absent Netting.** If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other in respect of any payment obligations, that Party shall pay such sum in full when due.

(e) **Security.** Buyer shall cause Buyer Parent Guarantor to maintain the Buyer Parent Guaranty during the Term.

2.9 Taxes. Seller will be responsible for any taxes imposed on the creation, ownership, or transfer of Contract RECs under this Agreement up to and including the time and place of its Transfer. Buyer will be responsible for any Taxes imposed on the receipt or ownership of Contract RECs at or after the time and place of its Transfer.

2.10 Force Majeure. Neither Party shall be considered in default under this Agreement if it is unable to perform its obligations under this Agreement (including any obligation to Deliver or Receive Contract RECs), wholly or in part, if such delay or failure is due to an event of Force Majeure. A Party may rely on a claim of Force Majeure to excuse its performance only to the extent that such Party:

(a) provides prompt written notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;

(b) exercises all reasonable efforts to continue to perform its obligations under this Agreement;

(c) expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem;

(d) exercises all reasonable efforts to mitigate or limit damages to the other Party; and

(e) provides prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

The obligations of the claiming Party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the claiming Party will not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure.

2.11 Change in Applicable Law or Applicable Program.

(a) To the extent that a Regulatory Action materially impacts Seller's ability to create, register or transfer Environmental Attributes in the State of New York or to generate, sell or Deliver the Contract RECs or maintain eligibility under the Applicable Programs or Buyer's ability to purchase or Receive the Contract RECs or schedule the energy across NYISO to NEPOOL interface, the Parties shall enter into good faith negotiations to revise the commercial terms of this Agreement to account for such Regulatory Action.

(b) In the event that Regulatory Action renders Delivery of the Contract RECs illegal or impossible under Applicable Law, then the Parties shall enter into good faith negotiations to account for such Regulatory Action.

(c) In the event that ISO-NE or NYISO enacts a rule or amends an existing rule(s) such that one or more of the transmission facilities between NYISO (NPX) and NEPOOL (Roseton) do not continue to be part of the Transmission System (an "ISO-NE/NYISO

Regulatory Change") then the ability of the Buyer to schedule energy across the interface and qualify the RECs as NEPOOL RECs will be affected; in such an event, the Parties shall enter into good faith negotiations to revise the commercial terms of the Agreement to account for such change.

(d) In the event that there is a new rule or regulation instituted by the Federal Energy Regulatory Commission ("FERC") or an interpretation of or change to an existing rule/regulation by FERC or a court that limits Buyer's ability to schedule energy flows across the transmission interface between NEPOOL and NYISO as a result of Buyer's activity in scheduling energy from NYISO to NEPOOL required to qualify Contract RECs as NEPOOL RECS to be purchased under this Agreement ("FERC Regulatory Change"), the Parties shall enter into good faith negotiations to revise the commercial terms of the Agreement to account for such change.

2.12 Representations and Warranties; Additional Covenants.

(a) Seller's Warranties.

(i) Seller hereby warrants to Buyer that, at the time of the execution of this Agreement and subsequently upon the Delivery of the Contract RECs, (A) Seller will convey to Buyer valid, good title to the Contract RECs free and clear of any liens or other encumbrances or title defects, (B) Seller has the right to sell to Buyer the Contract RECs required to be Delivered hereunder and (C) Seller has obtained a determination of Windfarm Eligibility.

(ii) Seller further warrants to Buyer that all the renewable attributes (including CO2 benefits), including any emissions offsets, reductions or claims, represented by the Contract RECs were not sold or marketed to, or, to Seller's knowledge, otherwise claimed by, a third party other than Buyer.

(iii) THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTRACT RECS DELIVERED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. This Section shall survive the expiration or termination of this Agreement.

(iv) Seller's obligations under the NYSERDA Contract do not prohibit the Delivery of the Contract RECs hereunder.

(b) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization; (ii) it has the corporate, governmental and/or other legal capacity and authority to enter into this Agreement and to perform its obligations hereunder; (iii) such execution and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any governmental authority applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; (iv) except as otherwise provided in this Agreement, all governmental and other authorizations that are required to have been obtained or submitted by it with respect to this

Agreement have been obtained or submitted and are in full force and effect; (v) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law); (vi) it is a "forward contract merchant" within the meaning of United States Bankruptcy Code §101(26), and this Agreement and all transactions hereunder constitute "forward contracts" within the meaning of United States Bankruptcy Code §101(26); (vii) it is not relying upon any advice, reports, analyses, or representations of the other Party other than those expressly set forth in this Agreement; (viii) it has entered into this Agreement as principal and for its own account (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise), with a full understanding of, and the ability to assume, the material terms and risks of the same, and has made its trading and investment decisions (including regarding the suitability thereof) based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party and all transactions under this Agreement are entered into on an arm's-length basis; (ix) the other Party has not given to it any assurance or guarantee as to the expected financial performance or result of this Agreement.

(c) **Limitations of Liability.** SUBJECT TO SECTION 2.10, FOR BREACH OF ANY PROVISION OF THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, IN TORT, CONTRACT OR OTHERWISE. This Section shall survive the expiration or termination of this Agreement.

(d) **Seller's Covenants.**

(i) Seller will offer 100% of the Windfarm's generation of energy into the NYISO with respect to each hour of the Generation Date.

(ii) During the Term, Seller shall promptly provide notice to Buyer of any material change or amendment to the NYSERDA Contract.

(iii) Seller shall, in accordance with Section 2.1, use Commercially Reasonable Efforts to qualify the Windfarm under the RPS-Massachusetts Class I and RPS-Rhode Island Class I.

(iv) Effective upon qualification of the Windfarm for the purposes of RPS--Class I, Seller shall retain and shall not otherwise commit, transfer or sell to NYISO, any other regional transmission organization or independent systems operator, or any other Person, Windfarm Capacity applicable to the Contract RECs Delivered hereunder.

(v) Seller shall use Commercially Reasonable Efforts to maintain qualification of the Windfarm under all of the Applicable Programs.

(vi) During the Term, Seller shall provide to Buyer the Imported Unit Energy Seller Certification as provided in the NEPOOL GIS Operating Rules, Appendix 2.7A, attached hereto as Exhibit A, as upon request from Buyer as required from time to time pursuant to the NEPOOL GIS Operating Rules.

2.13 Operation and Maintenance of the Windfarm.

(a) **Seller's Obligations with Respect to the Windfarm.** Seller will use Commercially Reasonable Efforts to operate and maintain the Windfarm in accordance with Applicable Law and Prudent Industry Practices. The Parties acknowledge and agree that Seller will have to perform normal maintenance on a routine basis, requiring planned outages and unplanned outages of some of the wind turbines comprising the Windfarm. Seller will use Commercially Reasonable Efforts to minimize the number and duration of any necessary outages.

(b) **Planned and Unplanned Maintenance Outages.** Seller shall provide notification of planned and unplanned maintenance outages that are equal to or greater than 10% of the Windfarm's nameplate rating for any hour. Seller shall provide Buyer with a schedule of any planned maintenance during the Delivery Term. Seller shall promptly notify Buyer of any changes to the planned maintenance schedule. In the event of an unplanned maintenance outage, Seller shall notify Buyer of the expected duration and impact on Facility production on the next Business Day.

(c) **Information.** Each Party will maintain complete and accurate records required for the purpose of proper administration of this Agreement in all material respects, including metering records, billing records, and such records (x) of Seller regarding ownership, management, control, operation and maintenance of the Windfarm and (y) of Buyer regarding submissions to the NEPOOL-GIS for proposed registration of the Contract REC's as NEPOOL REC's and to any Applicable Program in connection with the Contract REC's, in each case as may be required under this Agreement and Applicable Law and in accordance with Prudent Industry Practices. Each Party will, upon reasonable request of the other Party, provide the other Party with prompt reasonable access to records and data that relate to this Agreement or either Party's performance of its obligations hereunder. Such information shall be retained for a period of one (1) year following the expiration of this Agreement.

(d) **Maintenance Costs.** As between Seller and Buyer, Seller will be responsible for any and all costs, liabilities, claims and expenses related to the Windfarm, including with respect to the construction, maintenance, operation and decommissioning of the Windfarm, and any liability arising therefrom, including any environmental liability.

ARTICLE III

CREDIT AND COLLATERAL REQUIREMENTS

3.1 Seller Financial Information.

During the Term, Seller shall deliver to Buyer (i) within 120 days following the end of each fiscal year, a copy of Seller's annual report containing audited financial statements for such

fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Seller's quarterly report containing unaudited financial statements for such fiscal quarter comprised of a balance sheet and income statement and certified by an officer of Seller. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements. Each of the audited and unaudited financial statements shall be accompanied by an officer's certificate of Seller stating that "the accompanying financial statements present fairly in all material respects the financial condition and results of operations on the dates and for the periods indicated in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes in the case of quarterly financial statements).

3.2 Buyer Financial Information.

During the Term, Buyer shall deliver to Seller (i) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for NextEra Energy, Inc. containing audited financial statements for Buyer Parent Guarantor, unless such financial statements are otherwise publicly available, and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of quarterly report containing unaudited consolidated financial statements for such fiscal quarter for NextEra Energy, Inc., containing audited financial statements for Buyer Parent Guarantor. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

3.3 Buyer Parent Guaranty. In order to provide security and payment assurances for the obligations of Buyer arising under this Agreement, Buyer shall cause Buyer's Parent Guarantor to maintain the attached Buyer Parent Guaranty, a copy of which is attached as Exhibit G, in full effect throughout the Term; provided that during the Term, Buyer may substitute Performance Assurance for any or all of the Buyer Parent Guaranty in such form as determined by Seller in a commercially reasonable manner (provided that a Letter of Credit issued by a Qualified Institution substantially in the form of Exhibit H shall be deemed to be acceptable to Seller) and in such amount equal to the amount of the Buyer Parent Guaranty for which a substitution is made. Buyer represents and warrants that, on the date on which Buyer causes its issuance, such Performance Assurance will be the legal, valid and binding obligation of the issuer thereof, enforceable in accordance with its terms and covenants and agrees to cause such Performance Assurance to be issued and maintained during the Term.

The amount of Buyer's Performance Assurance shall be initially \$500,000 provided that during the Delivery Term Buyer may, upon reasonable advance notice to Seller, reduce the amount of Buyer's Performance Assurance to an amount that reflects Seller's Exposure to Buyer. Such notice shall include all information that was used to calculate Seller's Exposure to Buyer. As used herein, "Exposure" shall mean, as of any date during the Term, an amount equal to the

sum of (A) all amounts due to (-) or from (+) Buyer under this Agreement (invoiced, accrued, unbilled or otherwise) and (B) Seller's Termination Damages calculated in accordance with Section 4.2, determined by Buyer in good faith and in a commercially reasonable manner.

3.4 Credit Assurances; Designated Seller Performance Assurance.

(a) **Credit Assurances.** If Seller (the "Requesting Party") has reasonable grounds to believe that Buyer's (the "Posting Party") creditworthiness or performance under this Agreement has become unsatisfactory, Requesting Party will provide Posting Party with written notice requesting additional Performance Assurance in an amount determined by Requesting Party in a commercially reasonable manner. Upon receipt of such notice, Posting Party shall have three (3) Business Days to provide such Performance Assurance to Requesting Party. In the event that Posting Party fails to provide such Performance Assurance, or a guaranty or other credit assurance reasonably acceptable to Requesting Party within three (3) Business Days after receipt of notice, then an Event of Default under Article IV will be deemed to have occurred and Requesting Party will be entitled to the remedies set forth in Article IV of this Agreement.

(b) **Designated Buyer Performance Assurance.**

(i) Notwithstanding anything to the contrary in this Section 3.4, the following condition shall constitute the sole grounds for Seller to request Performance Assurance from Buyer during the period in which any such condition is applicable:

(A) Buyer shall have experienced an Event of Default or an event that with the passage of time or notice would constitute an Event of Default.

ARTICLE IV

DEFAULTS AND REMEDIES

4.1 Events of Default. The occurrence of any of the following with respect to a Party will constitute an "Event of Default" hereunder by such Party (the "Defaulting Party"):

(a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three Business Days after written notice;

(b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if not cured with 10 Business Days after written notice;

(c) the failure to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within 15 Business Days after written notice;

(d) such Party becomes Bankrupt;

(e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(f) with respect to the Buyer Parent Guarantor:

(i) if any representation or warranty made by the Buyer Parent Guarantor in connection with this Agreement or the Buyer Parent Guaranty is false or misleading in any material respect when made or when deemed made or repeated;

(ii) the failure of the Buyer Parent Guarantor to make any payment required or to perform any other material covenant or obligation under the Buyer Parent Guaranty and such failure is not remedied within three Business Days after written notice;

(iii) Buyer Parent Guarantor becomes Bankrupt;

(iv) the failure of the Buyer Parent Guaranty to be in full force and effect for purposes hereof (other than in accordance with its terms) prior to the satisfaction of all obligations of Buyer under this Agreement without the written consent of Seller; or

(v) Buyer Parent Guarantor repudiates, disaffirms, disclaims, or rejects or challenges, in whole or in part, the validity of the Buyer Parent Guaranty.

4.2 Remedies; Calculation of Termination Damages.

(a) **Remedies.** If an Event of Default with respect to a Party (the "Defaulting Party") occurs at any time during the Term, the other Party (the "Non-Defaulting Party") may (a) suspend performance of the Agreement, (b) withhold any payments due to the Defaulting Party under this Agreement, (c) liquidate and terminate this Agreement by providing the Defaulting Party a written termination notice (the "Termination Notice") which shall be effective on the date (the "Termination Date") set forth in the Termination Notice, provided such Termination Date shall be no more than twenty (20) Business Days after the date such Termination Notice is provided to the Defaulting Party.

(b) **Calculation of Termination Damages.** In the event of termination for an Event of Default, in addition to any amounts owed for performance (or failure to perform) hereunder prior to such termination, the Non-Defaulting Party shall calculate in a Commercially Reasonable Manner, without duplication, its direct damages resulting from such Event of Default ("Termination Damages"). Given the Unit Contingent nature of the Contract Quantity, the Non-Defaulting Party shall calculate, solely for purposes of determining such Termination Damages, a termination amount Contract Quantity as set forth in the "CGA Table" below multiplied by 6.17%, based on the remaining Delivery Term at the time of such termination (the "Termination Contract Quantity"). If the Seller is the Non-Defaulting Party, the Termination Damages shall be calculated as the positive difference, if any, between the Contract Unit Price and the Sales Price, multiplied by the Termination Contract Quantity. If the Buyer is the Non-Defaulting Party, the Termination Damages shall be calculated as the positive difference, if any, between the

Replacement Price and the Contract Unit Price, multiplied by the Termination Contract Quantity. As soon as practicable after a termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount owed to the Non-Defaulting Party (the "Termination Payment"). The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within five (5) Business Days after such notice is effective.

CGA Table

Contract Period	Cumulative Generation Amount ("CGA")
First 12-month Period	Based on a projected 246,000 MWh of annual CGA
Second 12-month Period	Based on actual CGA matched to each corresponding month from the previous 12 months
Third 12-month Period	Based on average CGA matched to each corresponding month from the previous 24 months
Remainder of Delivery Term	Based on average CGA matched to each corresponding month from the previous 36 months

4.3 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days after receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; and make payment of any undisputed portion of the Termination Payment. Payment of the disputed amount shall not be required until the dispute is resolved.

4.4 Overdue or Disputed Termination Payment. All overdue or disputed portions of the Termination Payment shall bear interest from, and including, the specified due date to, but excluding, the date of payment at a rate equal to the lesser of two percent (2%) over the "Prime Rate", which shall be the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Wall Street Journal under "Money Rates", or the maximum interest rate allowed by applicable law.

4.5 Limitation of Remedies, Liability and Damages. 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, including, without

limitation, any of its employees or agents, shall be liable for consequential, incidental, punitive, penal, exemplary or indirect damages, loss of clients, damages pursuant to third party contracts, lost profits or business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. 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.

ARTICLE V

MISCELLANEOUS

5.1 Assignment. This Agreement is not assignable by either Party, except as provided in this Section 5.1, without the prior written approval of the non-assigning Party, which shall not be unreasonably withheld or delayed. Subject to the terms of this Section, any assignment without the written approval of the non-assigning Party, except as provided herein, is voidable by the non-assigning Party. Either Party may assign this Agreement, without the consent of the other Party, (i) to an entity succeeding to all or substantially all of the business or assets of the assigning Party, or (ii) to an Affiliate of the assigning Party so long as, in the case of clause (ii), (A) the creditworthiness of such Affiliate is not materially weaker than that of the assigning Party immediately prior to the assignment or (B) the assigning Party provides a written guaranty of such Affiliate's obligations hereunder, in form and substance reasonably satisfactory to the nonassigning Party, from the assigning Party's ultimate parent entity or another Affiliate of assigning Party with creditworthiness reasonably acceptable to the non-assigning Party. Seller may, without the consent of Buyer, transfer, sell, pledge, encumber or assign or delegate this Agreement or the rights, accounts, revenues or proceeds hereof, including without limitation for security purposes in connection with any financing or other financial arrangements, and Buyer shall provide a written consent and acknowledgement to such assignment on terms and conditions that are customary for such transaction.

5.2 Confidentiality. The Parties are expressly authorized to disclose the existence of this Agreement, including the quantity and term of the sale of Contract RECs and Seller's name, location, fuel type, vintage, and a copy of any Green-e Attestation provided to Buyer by the Seller for Contract RECs Delivered. Unless otherwise provided, all other terms of this Agreement, including price and payment terms, are confidential and neither Party may disclose such confidential information to anyone, other than (i) as may be agreed to in writing by the Parties; (ii) to any of such Parties' members, shareholders, directors, officers and employees, and members, shareholders, directors, officers and employees of such Parties' Affiliates, or to their respective advisors who need to know such information and agree to treat such information confidentially; (iii) to the extent required to be disclosed by Applicable Law or legal process; (iv) to any actual or potential lender(s) providing financing to a Party or any of its Affiliates, as well as any Affiliates of such actual or potential lenders(s); (v) to any actual or potential investor in a Party or any of its Affiliates, or to any other potential acquirer of any direct or indirect ownership interest in a Party or any of its Affiliates; (vi) to any actual or potential tax equity investor(s), as

well as any Affiliates of such actual or potential tax equity investor(s), or (vii) to any advisor providing professional advice to any Party or any of its Affiliates in relation to any of the circumstances referenced in the preceding clauses (iv) through (vi). The Parties are entitled to all remedies available at law or in equity, including specific performance, to enforce this provision; however, neither Party will be liable for any damage suffered as a result of the use or disclosure of confidential information made in accordance with the express terms and conditions of this Agreement. This provision shall survive for a period of two years following the expiration or termination of this Agreement.

In the event that disclosure of Confidential Information is required by a governmental body or applicable law, the Party subject to such requirement may disclose such Confidential Information to the extent so required, but will promptly notify the other Party, prior to disclosure (if permitted by law), and will reasonably cooperate (consistent with the disclosing Party's reasonable interpretation of its legal obligations) with the other Party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party.

5.3 Amendment. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successors in interest. This Agreement inures to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.

5.4 Counterparts. This Agreement may be executed in several counterparts, including facsimile or PDF files, each of which is an original and all of which constitute one and the same instrument.

5.5 Notices. All notices, requests, statements, payments, demands and other communications required or permitted to be made hereunder will be in writing and will be deemed duly given (i) as of the date of delivery if hand delivered against a signed receipt thereof, (ii) three Business Days after the date of mailing if sent by certified mail, return receipt requested, first class postage prepaid, (iii) one Business Day after being sent by nationally recognized overnight delivery service, (iv) upon confirmation of receipt by fax transmission, in each case to the persons and addresses noted below or to such other and different addresses as may be designated in writing by the Parties and delivered pursuant to this Paragraph.

To: NextEra Energy Power Marketing, LLC
Address: 700 Universe Blvd; Juno Beach FL 33408
Attention: Confirmation Desk
Phone: (561) 304-5940
Facsimile: (561) 625-7642

With additional notices of an Event of Default to:
Attention: General Counsel
Phone: 561-304-5295
Facsimile: 561-625-7504

To: Stony Creek Energy LLC
One South Wacker Drive, Suite 1900

Chicago, Illinois 60606
Attention: VP Wind
Phone: 312-224-1400
Facsimile: 312-224-1444

With additional notices of an Event of Default or potential
Event of Default to:
Attention: General Counsel
Phone: 312-582-1465
Facsimile: 312-224-1444

with payments to Seller to be wire transferred in
immediately available funds to an account designated by
Seller.



5.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

5.7 Governing Law; Venue; Waiver of Jury Trial. This Agreement is governed by and construed in accordance with the laws of the State of New York (except for conflicts of law principles). The Parties hereto agree that venue in any and all actions and proceedings related to the subject matter of this agreement shall be in the United States District Court for Southern District of New York; in the event that jurisdiction for any matter cannot be established in such court, then jurisdiction for such matter shall be in the New York Supreme Court for the New York County. The foregoing courts shall have exclusive jurisdiction for such purposes, and the Parties hereto irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Service of process may be made in any manner recognized by such courts. Each Party hereto irrevocably waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Agreement.

5.8 Delay. No delay or omission by a Party in the exercise of any right under this Agreement will be taken, construed, or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions herein are breached and thereafter waived by a Party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

5.9 Preparation and Headings. This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party. The article and paragraph titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain, or affect any provision thereof.

[Signature page follows]

IN WITNESS THEREOF, the Parties hereto have made and executed this Agreement, signed by their duly authorized offices or individuals, as of the Effective Date.

Stony Creek Energy LLC

By: *Alex C. George*
Name: Alex C. George
Title: VP

NextEra Energy Power Marketing, LLC

By: *Mark Palanchian*
Name: _____
Title: Mark Palanchian
Vice President
Asst. Secretary
Nextera Energy
Power Marketing, LLC



for Sec
05/30/14

ATTACHMENT 12
NY STATE ENVIRONMENTAL
PERMIT



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
STONY CREEK ENERGY LLC
51 MONROE ST STE 1604

ROCKVILLE, MD 20850
(301) 610-6412

Facility:
ORANGEVILLE WIND FARM
APPROX 14,000 ACRES BOUNDED BY
SYLER RD ON THE WEST; HERMITAGE
RD/ROUTE 238 ON THE EAST; ALMETER RD
ON THE SOUTH; GLOR RD ON THE NORTH
ORANGEVILLE, NY 14167

Facility Location: in ORANGEVILLE in WYOMING COUNTY **Village:** Orangeville

Facility Principal Reference Point: NYTM-E: 234 NYTM-N: 4738

Latitude: 42°44'54.3" Longitude: 78°15'00.4"

Project Location: Primarily Located on High Ridges and Hilltops in the Town of Orangeville

Authorized Activity: The proposed Orangeville Wind Farm (fka Stony Creek Wind Farm) involves construction of up to 59 industrial wind turbine generators (WTG) over a 14,500 acre project area in the Town of Orangeville, Wyoming County. The Project will involve construction of approximately 14 miles of access roads, 30 miles of 34.5 kV electrical lines, one permanent 262 ft tall meteorological tower, an interconnection substation, a temporary construction staging area, and an O&M facility.

The following are specific authorized activities in association with the above Project:

A total of 0.16 acre of state-regulated freshwater wetlands will be temporarily impacted. A total of 0.19 acre of state-regulated freshwater wetlands will be permanently impacted. The permanent impacts are due to access roads and the temporary impacts are due to the electrical collection system (ECS). In addition, 9.75 acres of regulated 100-foot adjacent area will be impacted, including 7.31 acres of forested buffer and 2.44 acres of non-forested buffer. Most of the adjacent area impacts are permanent. The disturbances are largely due to the electrical collection system (ECS) but also include, to a lesser extent, access roads, crane roads, crane assembly areas, crane pads, and turbine foundations.

A total of 100 linear feet of class A streams will be permanently impacted due to five crossings and culvert installation stemming from access road construction. A total of 101 linear feet of class A streams will be temporarily impacted due to four crossings from build-out of electrical collection system (85 linear feet) involving open trenches that will later be filled in. In addition, one crossing involving a temporary impact is due to the construction of a temporary access road for a crane pad.

Permit Modification #1: Due to the manufacturer not issuing guidance on single blade erection, a larger area of disturbance is required in four assembly areas. Turbine T-5 erection will now require an additional 0.8192 acre of permanent (deforestation) impact to the adjacent area (AA) of NYS DEC wetland AT-12. Turbine T-38 erection will now require an additional 1.1013 acre of permanent (deforestation) impact to the AA of NYS DEC wetland JO-21 as well as 0.0517 acre of permanent (deforestation) impact to the wetland itself. Turbine T-40 erection will now require an additional 1.1547



acre of permanent (deforestation) impact to the AA of NYS DEC wetland JO-21 and 0.0168 acre of permanent (deforestation) impact to wetland itself. Turbine T-56 erection will now require an additional 1.0117 acre of temporary impact to the AA of NYS DEC wetland WW-16 and 0.0417 acre of permanent (deforestation) impact to the wetland itself. Thus, the modification will involve assembly area impacts increasing by 4.1769 acres in adjacent areas and 0.1102 acre of impact to regulated wetlands themselves. However, a road realignment near T-52 will decrease impacts to the AA of NYS DEC wetland WW-14 by 0.318 acre. Hence, total permanent impacts to the AA of NYS DEC wetlands is actually increasing by 3.8589 acres. The applicant is proposing plantings totaling 4.1769 acres as part of mitigation for these impacts.

Permit Authorizations

Freshwater Wetlands - Under Article 24

Permit ID 9-5640-00044/00001

New Permit	Effective Date: <u>12/1/2011</u>	Expiration Date: <u>11/30/2021</u>
Modification # 1	Effective Date: <u>5/10/2013</u>	Expiration Date: <u>11/30/2021</u>

Stream Disturbance - Under Article 15, Title 5

Permit ID 9-5640-00044/00003

New Permit	Effective Date: <u>12/1/2011</u>	Expiration Date: <u>11/30/2021</u>
Modification # 1	Effective Date: <u>5/10/2013</u>	Expiration Date: <u>11/30/2021</u>

Water Quality Certification - Under Section 401 - Clean Water Act

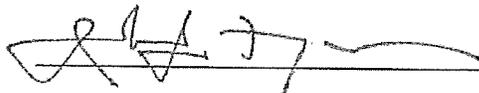
Permit ID 9-5640-00044/00002

New Permit	Effective Date: <u>12/1/2011</u>	Expiration Date: <u>11/30/2021</u>
Modification # 1	Effective Date: <u>5/10/2013</u>	Expiration Date: <u>11/30/2021</u>

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: JOHN J FERGUSON, Chief Permit Administrator
Address: NYSDEC HEADQUARTERS
625 BROADWAY
ALBANY, NY 12233

Authorized Signature:  Date: 5/10/13

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

ATTACHMENT 14
NY STATE RENEWABLE
QUALIFICATION

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350
www.dps.ny.gov

PUBLIC SERVICE COMMISSION

AUDREY ZIBELMAN
Chair
PATRICIA L. ACAMPORA
GARRY A. BROWN
GREGG C. SAYRE
DIANE X. BURMAN
Commissioners



KIMBERLY A. HARRIMAN
Acting General Counsel

KATHLEEN H. BURGESS
Secretary

April 4, 2014

Mr. Alex George
Vice President
Stony Creek Energy, LLC.
One South Wacker Drive
Suite 1900
Chicago, IL 60606

Re: Operational Certification for Stony Creek Energy's Orangeville Wind Farm

Dear Mr. George:

The New York State Energy Research and Development Authority (NYSERDA) has provided me your letter of formal notification, with supporting documentation, of commercial operation for the Stony Creek Energy's Orangeville Wind Farm under the Renewable Portfolio Standard (RPS) Program. NYSERDA indicates that it has examined the supporting documentation listed below and recommends that Operational Certification be granted.

The supporting documentation includes:

- o GE Turbine Supply Agreement
- o Turbine Completion Certificates for 58 GE 1.62 MW turbines
- o Invoice demonstrating delivery of power from Orangeville Wind Farm to NYISO
- o Photo Documentation of NYSERDA and DPS Site Visit on October 4, 2013

My staff and I have also reviewed the materials provided. Based on our review and the verification by NYSERDA, Operational Certification is granted subject to ongoing compliance with terms of your contract with NYSERDA.

This certification is granted pursuant to the Public Service Commission's April 14, 2005 Order in which I was delegated authority to do so upon verification by NYSERDA that the project will operate in accordance with the proposal that was submitted. Accordingly, RPS Program incentive payments may commence for the energy produced and delivered to the New York State power grid effective April 1, 2014 as provided for by the contract with NYSERDA.

Please note, NYSERDA must be informed in advance of any operations/modifications that were not identified in Provisional and Operational Certification for the Contract Delivery Term. Lastly, Operational Certification is an on-going process and continued compliance with RPS program eligibility requirements will be monitored.

Sincerely,



Colleen L. Gerwitz, Director
Office of Energy Efficiency and the
Environment

cc: Tina Palmero, DPS
Tom Rienzo, DPS
Doreen Harris, NYSERDA