STANDARD FAST TRACK AND STUDY PROCESS GENERATOR INTERCONNECTION AGREEMENT

This Interconnection Agreement (this "***Agreement***"), dated as of {data: Date Contingent Approval Sent} (the "***Effective Date***"), is entered into by and between Connecticut Light and Power, d/b/a Eversource Energy, a specially chartered Connecticut corporation with a principal place of business at 107 Selden St, Berlin, CT, 06037 (the "***Electric Distribution Company***" or "***EDC***"), and **{company_or_full_name: System Owner}** with a principal place of residence of **{data: System Owner Line 1} {data: System Owner City}, {data: System Owner State}, {data: System Owner Zip Code}** (the "***Generator***"). The EDC and the Generator are collectively referred to herein as the "***Parties***" and individually as a "***Party***." Any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Guidelines for Generator Interconnection attached hereto as Appendix A, as may be amended from time to time (the "***Guidelines***").

1. Basic Understandings. The Generator owns and/or operates or plans to construct a Generating Facility at {data: Customer/Service Address Line 1} **{data: Customer/Service Address City}, {data: Customer/Service Address State}. {data: Customer/Service Address Zip Code}, Site {data: Premise_No}** as depicted in Appendix H (the "**Facility**"). A description of the Facility as studied, and incorporating any design changes approved in accordance with Section 1.3, is attached hereto as Appendix B `(the "**Facility Description**").

   1.1. The subject matter of this Agreement pertains to the Interconnection of the Facility to the EPS. This Agreement does not relate to any other obligation of the Generator unrelated to the Interconnection of the Facility. Apart from this Agreement, the Generator is responsible for (a) all arrangements to affect any deliveries of electric energy from the Facility in accordance with the appropriate retail or FERC-jurisdictional tariffs and (b) arranging for its purchase of retail power (such as back-up or stand-by power).

   1.2. This Agreement does not cover sales of power, capacity, energy or market products generated from the Facility. If the Generator intends to sell energy or ancillary services from the Facility, it must provide written notice to the EDC of such intention at least sixty (60) days prior to the effectuation of such sale. Furthermore, the EDC may require the Generator to enter into a new Interconnection agreement prior to such sale which may or may not require approval from FERC.

   1.3. Any changes to the design of the Facility as it is described and specified in the application submitted by the Generator to the EDC with respect to such Facility (the "***Application***") must be approved by the EDC in writing prior to the implementation of such design changes. Only design changes approved in accordance with this Section 1.3 shall be implemented.

   1.4. The Generator may not operate the Facility in parallel with the EPS until: (a) the conditions for initial parallel operation of the Facility set forth in Appendix C have been met; (b) commissioning and testing of the Facility has been completed in accordance with the Guidelines and to the satisfaction of the EDC; (c) the Generator has paid the EDC all funds due pursuant to paragraphs 5.3.1 and 5.3.2 of this Agreement; and (d) the EDC has provided formal written authorization in accordance with the Guidelines stating that operation of the Facility in parallel with the EPS is authorized by the EDC (the "***Authorization Date***"). Such written authorization will not be effective

unless accompanied by a description of the Facility that incorporates all design changes to the Facility since the Application was submitted to the EDC (and not specified therein), including all design changes made during construction.

1.5. The Generator shall obtain each consent, approval, authorization, order or acceptance from FERC necessary for the Generator or any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Generator (each, an "*Affiliate*") to sell any power, capacity, energy or market products from the Facility into the wholesale power market (collectively, "*Wholesale Sales*") prior to making any such sales. If the Generator intends to make Wholesale Sales, then the Generator shall provide written notice to the EDC at least sixty (60) days prior to making any Wholesale Sales. The Generator shall indemnify, defend and hold harmless the EDC, its trustees, directors, officers, employees, agents and affiliates from any costs, damages, fines or penalties, including reasonable attorneys' fees, directly resulting from Generator's or its Affiliate's non-compliance with any provision of this Section 1.5; provided, however, that the such indemnification obligation shall be subject to the limitation of liability set forth in Section 14.

2. Entire Agreement.

2.1. This Agreement, including any attachments or appendices, is entered into pursuant to the Guidelines.

2.2. This Agreement, the Guidelines, and the relevant EDC Tariffs, Terms and Conditions represent the entire understanding between the Parties as to the subject matter of this Agreement.

2.3. Each Party hereby represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the Tariffs, Terms and Conditions, or the Guidelines.

2.4. In the event of a conflict between this Agreement, the Guidelines and/or the Tariffs, Terms and Conditions, the Tariffs, shall take first precedent, followed by the Terms and Conditions, followed by the Guidelines, and lastly this Agreement.

3. Term.

3.1. This Agreement is effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4.

4. Termination.

4.1. This Agreement may be terminated under the following conditions:

4.1.1. The Parties may mutually terminate this Agreement at any time upon the execution of an agreement to terminate this Agreement.

4.1.2. The Generator may terminate this Agreement at any time by providing sixty (60) days written notice to EDC.

4.1.3. Either Party may terminate this Agreement immediately upon the occurrence of an Event of Default (as such term is defined in Section 20.1) by the other Party, subject to the notice requirement set forth in Section 20.2(c).

4.1.4. The EDC may terminate this Agreement if the Generator: (a) operates the Facility in parallel with the EPS prior to the Authorization Date; (b) fails within six months of testing to receive authorization from the EDC to operate in parallel with the EPS; (c) does not construct the Facility in accordance with the Facility Description; (d) modifies the Facility without the written approval of the EDC; (e) fails to energize the Facility within twelve months of the Authorization Date; or (f) permanently abandons the Facility. For the purposes of this Agreement, the Generator's failure to operate the Facility for any consecutive twelve-month period after the Authorization Date shall be deemed a permanent abandonment.

4.1.5. The EDC may terminate this Agreement if the Generator fails to correct an Emergency Condition (as such term is defined in Section 7.1.1) or a Non-Emergency Adverse Operating Effect (as such term is defined in Section 7.1.4) within ninety (90) days from the date on which the EDC disconnected the Facility due to such event.

4.2. Survival of Obligations. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.

4.3. Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. General Payment Terms.

5.1. Interconnection Costs. The Generator is responsible for paying all costs associated with Interconnection of the Facility, including (a) testing costs, (b) costs associated with installing, testing and maintaining the communications infrastructure necessary to provide protection and/or monitoring of the Generating Facility (collectively, the "***Communications Costs***"), (c) construction, modification or upgrade costs necessary to accommodate the Interconnection (collectively, the "***Construction Costs***"), and (d) any ongoing maintenance costs and other charges deemed necessary by the EDC to maintain the Interconnection (all such costs described in this sentence, the "***Interconnection Costs***"). The EDC shall notify the Generator in the event the Construction Costs exceed 110% of the estimate of such costs provided by the EDC to the Generator in the Construction Agreement (as such term is defined below), facility study report or other written understanding of the Parties.

5.2. Initial Cost Estimate. Attached hereto as Appendix D is a good faith estimate of the initial Interconnection Costs (the "***Initial Cost Estimate***").

5.3. Billing and Payment Procedures for Initial Interconnection Costs.

5.3.1. The Generator shall pay the EDC the amount set forth in the Initial Cost Estimate (the "***Initial Payment***") within thirty (30) days of the Effective Date.

5.3.2. Within thirty (30) days following the date on which the Facility is first connected to the EPS (the "***Initial Interconnection***"), the EDC shall provide the Generator with a final accounting report detailing any Underpayment (as such term is defined below) or Overpayment (as such term is defined below) made by the Generator with respect to the Initial Payment. To the extent that the actual Interconnection Costs accrued up to the date of the Initial Interconnection exceed the Initial Payment (an "***Underpayment***"), the EDC shall invoice the Generator for an amount equal to the Underpayment and the Generator shall pay such amount to the EDC within thirty (30) days of such invoice. To the extent that the Initial Payment exceeds the actual Interconnection Costs accrued up to the date of the Initial Interconnection (an "***Overpayment***"), the EDC shall refund to the Generator an amount equal to the Overpayment within thirty (30) days of the provision of such final accounting report.

5.4. Billing and Payment Procedures for Ongoing Interconnection Costs. All Interconnection Costs incurred following the Initial Interconnection shall hereinafter be referred to as the "***Ongoing Costs***," and shall include maintenance, testing and Communications Costs, as well as any Construction Costs not included in either (a) the Construction Agreement by and between the Generator and the Company, dated as of [N/A], a copy of which is attached hereto as Appendix E (the "***Construction Agreement***"), or (b) the Initial Cost Estimate. The EDC shall invoice the Generator for all Ongoing Costs as such costs are incurred, and the Generator shall pay each such invoice within thirty (30) days of receipt, or as otherwise agreed to by the Parties.

5.5. Milestones. The Parties shall agree on milestones for which each Party is responsible and list them in Appendix F of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event (as such term is defined in Section 18.1), it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (a) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (b) requesting appropriate amendments to Appendix F. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (i) it will suffer significant uncompensated economic or operational harm from the delay, (ii) attainment of the same milestone has previously been delayed, or (iii) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

5.6. Distribution Upgrades. The EDC shall design, procure, construct, install, and own the upgrades described in Appendix G of this Agreement (the "***Upgrades***"). If the EDC and the Generator agree, the Generator may construct Upgrades that are located on land owned by the Generator. The actual cost of the Upgrades, including overheads, shall be directly assigned to the

Generator. The Generator shall be responsible for its share of all reasonable expenses, associated with operating, maintaining, repairing, and replacing such Upgrades, except to the extent that a retail tariff of, or an agreement with, the EDC provides otherwise.

5.7. Taxes. The Parties shall comply with all applicable federal and state tax laws.

6. Operating Requirements.

6.1. General Operating Requirements. The Generator shall construct, interconnect, operate, and maintain the Facility and all accompanying and necessary facilities in accordance with (a) all applicable laws and requirements, Good Utility Practice, the Guidelines, Tariffs, and the Terms and Conditions; (b) applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory and ISO-NE operating requirements in effect at the time of construction and other applicable national and state codes and standards. Following the initial Interconnection of the Facility, the Generator shall comply with all special operating requirements set forth in Appendix C. In the event that the EDC believes that the cause of any problem to the EPS originates from the Facility, the EDC has the right to install monitoring equipment at a mutually agreed upon location to determine the exact cause of the problem. The cost of such monitoring equipment shall be borne by the EDC, unless such problem or problems are demonstrated to be caused by the Facility or if the test was performed at the request of the Generator in which case the costs of the monitoring equipment shall be borne by the Generator. If the operation of the Facility interferes with the EDC's or its customers' operations, the Generator must immediately take corrective action to stop such interference and shall not operate the Facility until such time as such interference is stopped. If the Generator fails to take immediate corrective action pursuant to the preceding sentence, then the EDC may disconnect the Facility as set forth in the Guidelines.

6.2. No Adverse Effects; Non-interference.

6.2.1. The EDC shall notify the Generator if the EDC has evidence that the operation of the Facility could cause disruption or deterioration of service to other customers served from the EPS or if operation of the Facility could cause damage to the EPS or other affected systems. (For example, deterioration of service could be caused by, among other things, harmonic injection in excess of IEEE STD 519, as well as voltage fluctuations caused by large step changes in loading at the Facility.) The Generator shall cease operation of the Facility until such time as the Facility can operate without causing disruption or deterioration of service to other customers served from the EPS or causing damage to the EPS or other affected systems. Each Party shall promptly notify the other Party in writing of any condition or occurrence relating to such Party's equipment or facilities which, in such Party's reasonable judgment, could adversely affect the operation of the other Party's equipment or facilities.

6.2.2. The EDC shall operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Generator shall protect itself from normal disturbances propagating through the EPS in accordance with Good Utility Practice.

Examples of such disturbances include single-phasing events, voltage sags from remote faults on the EPS, and outages on the EPS.

6.3. Safe Operations and Maintenance.

6.3.1. General. The Generator shall operate, maintain, repair, and inspect, and shall be fully responsible for, the Facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on such Party's respective side of the Point of Interconnection. The EDC and the Generator shall each provide equipment on its respective side of the Point of Interconnection that adequately protects the EPS, personnel, and other persons from damage and injury. If the EDC has constructed or owns facilities that are identified at the time of Interconnection as specifically required by or as a result of such Interconnection, then the Generator shall reimburse the EDC for the costs of maintaining and repairing such facilities.

6.3.2. Ongoing Maintenance; Testing of the Facility. The Parties hereby acknowledge and agree that maintenance testing of the Facility's protective relaying is imperative for safe, reliable operation of the Facility. The test cycle for such protective relaying shall not be less frequent than once every sixty (60) calendar months or the manufacturer's recommended test cycle, whichever is more frequent. The Generator shall provide copies of these test records to the EDC within thirty (30) days of the completion of such maintenance testing. The EDC may disconnect the Facility from the EPS if the Generator fails to adhere to this Section 6.3.2. The Generator is responsible for all ongoing maintenance costs associated with the Facility.

6.4. Access.

6.4.1. Emergency Contact Information. Each Party shall provide to the other Party and shall update as necessary a telephone number that can be used at all times to allow the other Party to report an emergency.

6.4.2. EDC Right to Access EDC-Owned Facilities and Equipment. The Generator shall allow the EDC access to the EDC's equipment and the EDC's facilities located on the Facility's premises (the "***EDC Property***"). To the extent that the Generator does not own all or part of the real property on which the EDC is required to locate EDC Property in order to serve the Facility, the Generator shall procure and provide to the EDC all necessary rights, including easements, for access to the EDC Property.

6.4.3. Isolation Device. The EDC shall have access to the Isolation Device of the Facility at all times. Generator is responsible for obtaining any and all property rights, including easements, which will permit the EDC access to such Isolation Device.

6.4.4. Right to Review Information. The EDC shall have the right to review and obtain

copies of the Generator's operations and maintenance records, logs, or other information such as unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the Facility or its Interconnection with the EPS. The EDC shall treat such information as confidential and shall use such information solely for the purposes of determining compliance with the operating requirements set forth in this Section 6.

7. Disconnection.

7.1 Temporary Disconnection.

7.1.1 Emergency Conditions. The EDC may immediately and temporarily disconnect the Facility from the EPS without prior notification in cases where, in the reasonable judgment of the EDC, the continued connection of the Facility is imminently likely to (a) endanger persons or damage property or (b) cause an adverse effect on the integrity or security of, or damage to, the EPS or to other electric power systems to which the EPS is directly connected (each, an "***Emergency Condition***"). Upon becoming aware of an Emergency Condition, the Generator shall (i) immediately suspend operation of the Facility and (ii) promptly provide written notice to the EDC of such Emergency Condition and suspension (an "***Emergency Condition Notice***"). The Emergency Condition Notice shall describe (A) such Emergency Condition, (B) the extent of any damage or deficiency, (C) the expected effect on the operation of each Party's facilities and operations, (D) the anticipated duration of such Emergency Condition and (E) the necessary corrective action. After temporary disconnection or suspension pursuant to this Section 7.1.1, the Facility may not be reconnected or resume operation until the EDC and Generator are both satisfied that the cause of such Emergency Condition has been corrected. If the Generator fails to correct the Emergency Condition within ninety (90) days from the time that the EDC has temporarily disconnected the Facility due to such an event, the EDC may elect to terminate this Agreement in accordance with Section 4.1.5 and/or permanently disconnect the Facility in accordance with Section 7.2.2.

7.1.2 Routine Maintenance, Construction and Repair. The EDC shall have the right to disconnect the Facility from the EPS when necessary for routine maintenance, construction and repairs to the EPS. The EDC shall provide the Generator with a minimum of seven (7) days prior written notice of such disconnection, consistent with the EDC's planned outage notification protocols. If the Generator requests disconnection by the EDC at the Point of Common Interconnection, the Generator will provide a minimum of seven (7) days prior written notice to the EDC. The EDC shall make reasonable efforts to work with Generator to schedule a mutually convenient time or times to temporarily disconnect the Facility pursuant to this Section 7.1.2.

7.1.3 Forced Outages. During any forced outage, the EDC shall have the right to temporarily disconnect the Facility from the EPS in order to effect immediate repairs to the

EPS. The EDC shall use reasonable efforts to provide the Generator with prior notice of such temporarily disconnection; provided, however, the EDC may temporarily disconnect the Facility from the EPS without such notice pursuant to this Section 7.1.2 in the event circumstances do not permit such prior notice to the Generator.

7.1.4 Non-Emergency Adverse Operating Effects. The EDC may temporarily disconnect the Facility if it is having a non-emergency adverse operating effect on the EPS or on other customers (a "*Non-Emergency Adverse Operating Effect*") if the Generator fails to correct such Non-Emergency Adverse Operating Effect within forty-five (45) days of the EDC's written notice to the Generator requesting correction of such Non-Emergency Adverse Operating Effect. If the Generator fails to correct a Non-Emergency Adverse Operating Effect within ninety (90) days from the time that the EDC has temporarily disconnected the Facility due to such an event, the EDC may elect to terminate this Agreement in accordance with Section 4.1.5 and/or permanently disconnect the Facility in accordance with Section 7.2.2.

7.1.5 Modification of the Facility. The EDC has the right to immediately suspend Interconnection service and temporarily disconnect the Facility in the event any material modification to the Facility or the Generator's Interconnection facilities has been implemented without prior written authorization from the EDC.

7.1.6 Re-connection. Any temporary disconnection pursuant this Section 7.1 shall continue only for so long as is reasonably necessary. The Generator and the EDC shall cooperate with each other to restore the Facility and the EPS, respectively, to their normal operating states as soon as reasonably practicable following the correction of the event that led to the temporary disconnection.

7.2 Permanent Disconnection.

7.2.1 The Generator may permanently disconnect the Facility at any time upon thirty (30) days prior written notice to the EDC.

7.2.2 The EDC may permanently disconnect the Facility upon termination of this Agreement in accordance with Section 4.

7.2.3 The EDC may permanently disconnect the Facility in the event the Generator is unable to correct an Emergency Condition or a Non-Emergency Adverse Operating Effect in accordance with Section 7.1.1 or Section 7.1.4, respectively.

8. Metering.

8.1. Metering of the output from the Facility shall be conducted pursuant to the terms of the Guidelines.

9. Assignments.

9.1 Except as provided herein, the Generator shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without the EDC's prior written consent, which consent shall not be unreasonably withheld or delayed. Any assignment the Generator purports to make without the EDC's prior written consent shall not be valid. Notwithstanding the foregoing, the EDC's consent shall not be required for any assignment made by the Generator to an Affiliate with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the Generator under this Agreement; provided that that Generator promptly notifies the EDC of any such assignment. In all events, the Generator shall not be relieved of its obligations under this Agreement unless, and until, the permitted assignee assumes in writing all obligations of this Agreement and notifies the EDC of such assumption.

10. Confidentiality.

10.1 The EDC shall maintain the confidentiality of information provided from the Generator to the EDC if such information is clearly marked and labeled "Confidential" (the "*Confidential Information*"). Confidential Information shall not include information that (a) is or hereafter becomes part of the public domain, (b) previously was in the possession of the EDC, or (c) the EDC is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that to the extent that it may lawfully do so, the EDC shall first have given notice to the Generator and given the Generator a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purpose for which the order was issued; provided further that if such Confidential Information is requested or required by the PURA, the EDC shall seek protective treatment of such Confidential Information.

11. Insurance Requirements.

11.1 General Liability. In connection with the Generator's performance of its duties and obligations under this Agreement, the Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

11.1.1 Three hundred thousand dollars ($300,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Facility is less than or equal to an aggregate of 100 kW;

11.1.2 One million dollars ($1,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Facility is greater than 100 kW and less than or equal to an aggregate of 1MW;

11.1.3 Two million dollars ($2,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Facility is greater than 1MW and less than or equal to an aggregate of 5MW; or

11.1.4 Five million dollars ($5,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Facility is greater than 5MW and less than or equal to an aggregate of 20MW.

11.2 Insurer Requirements and Endorsements. All insurance required pursuant to this Section 11 shall be carried by insurers qualified to underwrite insurance in Connecticut with an A.M. Best rating of A- or better. In addition, all insurance shall: (a) include the EDC as an additional insured for Generating facilities greater than 1MW; (b) contain a severability of interest clause or cross-liability clause unless the Generator is a residential customer; (c) provide that the EDC shall not be liable to the insurance carrier with respect to the payment of premium for such insurance; and (d) provide for written notice to the EDC thirty (30) days prior to cancellation, termination, or material change of such insurance.

11.3 Evidence of Insurance.

11.3.1 Evidence of the insurance required pursuant to this Section 11 shall state that the coverage provided is primary and is not excess of or contributing with any insurance or self-insurance maintained by the EDC.

11.3.2 The Generator is responsible for providing the EDC with evidence of insurance on an annual basis as set forth in the Guidelines.

11.3.3 Prior to the EDC commencing any work on system modifications, the Generator shall have its insurer provide to the EDC certificates of insurance evidencing the insurance coverage required pursuant to this Section 11. Such certificates shall clearly indicate whether such insurance policy is written on a "claims-made" basis.

11.3.4 The EDC may, at its discretion, require the Generator to maintain tail coverage with respect to any policy written on a "claims-made" basis for a period of three years after expiration or termination of such policy.

11.3.5 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the appropriate EDC Facilitator.

12. Performance Assurance.

12.1 If the EDC reasonably expects that any Interconnection Costs necessary to accommodate the Facility will be in excess of fifty thousand dollars ($50,000) in the aggregate in any calendar year, the EDC may require that the Generator provide to the EDC a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the EDC at least twenty (20) Business Days prior to the commencement of the related work. Such security for payment shall be in an amount sufficient to cover such Interconnection Costs. In addition:

12.1.1. Any guarantee provided by the Generator pursuant to this Section 12 shall be made by an entity that meets the creditworthiness requirements of the EDC, and contain terms and conditions that guarantee payment of any amount that may be due from the Generator, up to an agreed-to maximum amount; and

12.1.2. Any letter of credit or surety bond provided by the Generator pursuant to this Section 12.1.2 shall be issued by a financial institution or insurer reasonably acceptable to the EDC and must specify an expiration date reasonably acceptable to the EDC.

13. Indemnification.

13.1 Indemnification of the EDC. Subject to the limitation of liability set forth in Section 14, the Generator shall indemnify, defend and hold harmless the EDC and its trustees, directors, officers, employees and agents (including affiliates, contractors and their employees) from and against any liability, damage, loss, claim, demand, complaint, suit, proceeding, action, audit, investigation, obligation, cost, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs and attorneys' fees) relating to, arising from or connected to this Agreement.

13.2 Indemnification of the Generator. Subject to the limitation of liability set forth in Section 14, the EDC agrees to indemnify, defend and hold harmless the Generator, its trustees, directors, officers, employees and agents (including Affiliates, contractors and their employees), from and against any and all damages for personal injury (including death) or property damage to unaffiliated third parties arising from any and all actions relating to or arising out of any material failure by the EDC to perform any of its obligations pursuant to Section 6.2.2 of this Agreement.

13.3 Survival of Indemnification. The indemnification obligations of each Party set forth in this Section 13 shall continue in full force and effect regardless of whether this Agreement has expired or been terminated, defaulted or cancelled and shall not be limited in any way by any limitation on insurance.

14. Limitation of Liability.

14.1 Except with respect to a Party's fraud or willful misconduct, and except with respect to damages sought by a third party in connection with a third party claim: (a) neither Party shall be liable to the other Party, for any damages other than direct damages; and (b) each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to, and will not seek, consequential, punitive or any other special damages as to any matter under, relating to, arising from or connected to this Agreement.

15. Amendments and Modifications.

15.1 No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

16. Permits and Approvals.

16.1 The Generator is responsible for obtaining all environmental and other permits required by governmental authorities for the construction and operation of the Facility (each, a "***Required Permit***"). The EDC assumes no responsibility for obtaining any Required Permit, advising the Generator with respect to Required Permits, or assuring that all Required Permits have been obtained by the Generator. Upon written request of the EDC, the Generator shall promptly provide to the EDC a copy of any Required Permit.

17. Environmental Releases.

17.1 Each Party shall immediately notify the other Party, first orally and then in writing, of any of the following events related to the Facility upon becoming aware of such event: (a) the release of any hazardous substances; (b) any asbestos or lead abatement activities; or (c) any type of remediation activities. The Party having the responsibility for reporting such an event to appropriate governmental authorities shall promptly furnish to the other Party copies of any publicly available reports filed with such authorities.

18. Force Majeure.

18.1 For purposes of this Agreement, "***Force Majeure Event***" means any event or circumstance that (a) is beyond the reasonable control of the affected Party and (b) the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts. Force Majeure Events include the following events or circumstances, but only to the extent they satisfy the foregoing requirements: (i) acts of war or terrorism, public disorder, insurrection, or rebellion; (ii) floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; (iii) explosions or fire; (iv) strikes, work stoppages, or labor disputes; (v) embargoes; and (vi) sabotage. In no event shall the lack of funds or the inability to obtain funds constitute a Force Majeure Event.

18.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party shall specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party may suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of commercially reasonable efforts. The affected Party shall use commercially reasonable efforts to resume its performance as soon as possible. Without limiting this section, the Generator shall immediately notify the EDC verbally if the failure to fulfill the Generator's obligations under this Agreement may impact the safety or reliability of the EPS.

19. Notices.

19.1 All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (a) immediately when personally delivered; (b) when received by first class mail, return receipt requested; (c) one day after being sent for overnight delivery by Federal Express or other overnight delivery service; or (d) when receipt is acknowledged, either electronically or otherwise, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to the other Parties shall, unless another address is specified by such Parties in writing, be sent to the addresses indicated below:

If to the EDC:

Eversource Energy
107 Selden Street, Berlin, CT 06037
Attention: Manager, Distributed Energy Resources
Phone: 866-324-2437

If to the Generator:

{company_or_full_name: System Owner}
{data: System Owner Line 1} {data: System Owner City}, {data: System Owner State}, {data: System Owner Zip Code}
Att: {data: System Owner First} {data: System Owner Last}
Phone: {data: System Owner Phone}

19.2 Each Party may designate operating representatives to conduct daily communications between the Parties, which may be necessary or convenient for the administration of this Agreement. The names, addresses, and phone numbers of each Party's representatives shall be provided in writing by such Party to the other Party.

20. Default and Remedies.

20.1 Defaults. Each of the following shall constitute an "*Event of Default*,"

20.1.1. A Party fails to pay any bill or invoice for charges incurred pursuant to this Agreement or any other amount due from such Party to the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party; provided, however, if such Party disputes such bill, invoice or other amount due in good faith, then such failure to pay shall not constitute an Event of Default and the Parties shall resolve such dispute in accordance with Section 21;

20.1.2. A Party (a) fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and (b) fails to cure or remedy such failure or breach within sixty (60) days after notice and written demand by the other Party to

cure the same or such longer period reasonably required to cure the same (not to exceed an additional ninety (90) days unless otherwise mutually agreed upon, provided that the failing or breaching Party diligently continues to cure until such failure or breach is fully cured). This provision pertains only to cure periods not specifically addressed elsewhere in this Agreement.

20.1.3. A Generator modifies the Facility or any part of the Interconnection without the prior written approval of the EDC; or

20.1.4. A Party fails to perform any obligation hereunder in accordance with (a) applicable laws and regulations, (b) the ISO-NE operating documents, procedures, and reliability standards, and (c) Good Utility Practice.

20.2 Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party may, at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following: (a) continue to perform and enforce this Agreement; (b) recover damages from the defaulting Party except as limited by this Agreement; (c) by written notice to the defaulting Party terminate this Agreement; or (d) pursue any other remedies it may have under this Agreement or under applicable law or in equity.

21. Dispute Resolution Procedures.

21.1 Each Party shall agree to attempt to resolve all disputes promptly, equitably and in good faith. If the Parties are unable to informally resolve any dispute, the Parties shall follow the dispute resolution process set forth in the Guidelines.

22. Subcontractors.

22.1 Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that the hiring Party shall require such subcontractor to comply with all applicable terms and conditions of this Agreement in providing such subcontracting services and the hiring Party shall remain primarily liable to the other Party for the performance of such subcontractor.

22.2 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor hired by the hiring Party to perform its obligations under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

22.3 The obligations under this Section 22 will not be limited in any way by any limitation of subcontractor's insurance.

23. Miscellaneous.

23.1 Governing Law. This Agreement and the legal relations between the Parties will be governed by and construed in accordance with the laws of the State of Connecticut applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

23.2 Non-waiver. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further or other exercise of such or any other right.

23.3 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to or otherwise bound by this Agreement.

23.4 Severability. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, to achieve the intent of the Parties. If no such adjustment is possible, such provision shall be fully severable and severed, and all other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

23.5 No Partnership. Nothing in this Agreement shall constitute or be construed to be or create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

23.6 Headings. All headings in this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, will not be deemed a part of this Agreement, and will not affect the meaning or interpretation of this Agreement.

23.7 Changes in State Regulations or Law. Upon thirty (30) days prior written notice, EDC may terminate this Agreement if there are any changes in PURA regulations or Connecticut law that affects the EDC's ability to perform its obligations under this Agreement.

23.8 General Rules of Construction. For all purposes of this Agreement: (a) all terms defined herein or in the Guidelines shall have the meanings assigned to them herein or in the Guidelines, as the case may be, and shall include the plural as well as the singular; (b) all references in this Agreement to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of the body of this Agreement; (c) pronouns of either gender or neuter will include, as appropriate, the other pronoun forms; (d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this

Agreement as a whole and not to any particular Section or other subdivision; (e) "or" is not exclusive; (f) "including" and "includes" will be deemed to be followed by "but not limited to" and "but is not limited to," respectively; (g) any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified; (h) any definition of or reference to any law or statute will be construed as referring also to any rules and regulations promulgated thereunder; and (i) as used herein, "days" shall mean "calendar days."

23.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart. Facsimile counterparts may be delivered by any Party, with the intention that they shall have the same effect as an original counterpart hereof.

23.10 Signatures. Each Party hereby signifies its agreement to the all of the terms of this Agreement by its signatures hereto. Each Party represents that it has carefully reviewed this Agreement individually and with counsel and that it has knowingly and willingly executed this Agreement.

[*Signature Page Follows*]

IN WITNESS HEREOF, the Parties have caused this INTERCONNECTION AGREEMENT to be executed on the day and year first written above.

THE EDC

By: _____

Name: _____

Title: _____

Duly Authorized

THE GENERATOR

By: _____

Name: _____

Title: _____

Duly Authorized

Appendix A

Guidelines for Generator Interconnection Fast Track and Study Processes May 12, 2010

(Intentionally omitted)

Appendix B

Description of the Facility as studied, and incorporating any approved design changes

{data: Interconnection Agreement - Appendix B}

Appendix C

Conditions for Parallel Operation of Generating Facility, Special Operating Requirements

See Appendix F

Appendix D

Initial Cost Estimate

None required.

Appendix E

Construction Agreement

None required.

Appendix F

See attached Contingent Approval Letter dated {data: Date Contingent Approval Sent}

Appendix G

EDC's Description of its Upgrades and Best Estimate of Upgrade Costs

The cost estimate provided in this Interconnection Agreement is a good-faith estimate based on current interconnection upgrade costs and is subject to change due to fluctuations in material prices and project timelines.

None

Appendix H

One line and layout diagrams