GENERATOR INTERCONNECTION AGREEMENT

{ProjectNumber} {company_or_full_name: Customer Information} {data: Fuel Type}

This INTERCONNECTION AGREEMENT ("Agreement"), dated {data: IA_Agreement_Sent_Date} (the "Effective Date"), is entered into by and between {company_or_full_name: Customer Information} (hereinafter referred to as the "Interconnector"), and Public Service Company of New Hampshire, dba Eversource Energy, a New Hampshire corporation having its principal place of business in Manchester, New Hampshire (hereinafter referred to as "Eversource"). Eversource and the Interconnector are collectively referred to herein as the "Parties" and individually as a "Party."
WHEREAS, Interconnector desires to interconnect its {data: System_Design_Capacity_KW(AC)} kW (AC) {data: Fuel Type} {data: Technology Type} generating facility as described in the Interconnection Request documents received by Eversource on {data: App_Received_Date} (the "Facility"), located at {address: Facility Address} with the electric distribution system of Eversource in accordance with applicable New Hampshire Public Utilities Commission ("NHPUC") Orders and applicable laws; and

WHEREAS, Interconnector desires to, and Eversource agrees to, provide for the interconnection of the Facility with the electric distribution system of Eversource, its successors and permitted assigns; and

WHEREAS, it is necessary that certain agreements be made prior to the interconnection of the Facility to ensure the safety, reliability and integrity of Eversource's electric distribution system and the operation of the Facility;

NOW, THEREFORE, in consideration of the mutual promises set forth herein the Parties do hereby agree as follows:

Article 1. General Provisions

A. Each payment due to Eversource under this Agreement shall be paid by check or, with the prior consent of Eversource, by wire transfer of immediately available funds to an account designated by Eversource. If made by wire transfer, such payments shall be marked to refer to this Agreement. All payments shall be made in U.S. dollars.

B. All references to days shall refer to calendar days unless otherwise specifically noted.

C. The Interconnector acknowledges that it must perform certain actions or satisfy certain obligations in the development, construction, and operation of the Facility (the "Milestones"). These Milestones are listed in Appendix A of this Agreement. The date specified in Appendix A by which any Milestone must have been performed or otherwise satisfied shall be extended for a reasonable period of time upon written request by the Applicant for such extension, if the failure or inability to satisfy such Milestone is caused by Force Majeure and provided that no extension shall be requested or granted if the action or obligation involves only the payment of money. The Interconnector shall submit a written request for extension not less than three (3) business days prior to the applicable deadline, if possible under the circumstances. Such written request shall detail the reason(s) for not meeting the Milestone and propose the earliest reasonable alternate date by which it can attain this and future Milestones.

Article 2. Interconnection and Voltage Characteristics.

The Interconnection Point shall be that point at which the Facility interconnects with the {data: DER_CKT_Voltage}kV electric distribution system of Eversource, (circuit {data: Circuit}). Under this Agreement, the Interconnector shall receive and pay for the services necessary for the purpose of connecting the Facility with the Eversource electrical distribution system. The execution of this Agreement does not constitute a request for, or the provision of, transmission or distribution service. Interconnector 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). This Agreement does not cover sales of power, capacity, energy or market products generated from the Facility. This agreement does not grant any permit, right or authorization to construct the Facility. The Interconnector shall be responsible for obtaining any and all required permits or authorizations and for ensuring that the Facility does not encroach on any Eversource easement rights.

Unless Eversource converts its interconnection circuit, all electric energy delivered to Eversource's system from the Facility shall be {data: DER_CKT_Voltage} kV, three phase, sixty hertz. If the Eversource circuit is converted to a different voltage in the future, the Interconnector shall be responsible for all Facility interconnection modifications necessitated by the conversion. Article 3. Interconnection and Protection Requirements. To ensure the safe and reliable operation of the Facility in parallel with the Eversource system, Interconnector shall install or provide for the installation of all interconnection, protection, and control equipment as specified by Eversource in either the System Impact Study (the “Study”), dated {data: SIS_Agreement_Sent_Date}, or the Eversource Technical Requirements for the Interconnection of Distributed Energy Resources (the “Technical Requirements”) in effect at the time of the Effective Date of this Agreement (collectively the “Eversource Interconnection Requirements”). The Eversource Interconnection Requirements may be modified from time to time as set forth below. Modifications to the Facility shall be addressed as set forth in Article 6 below.

The Interconnector may not operate the Facility in parallel with the Eversource system until: (a) the conditions for initial parallel operation of the Facility set forth in the Eversource Interconnection Requirements have been met; (b) commissioning and testing of the Facility has been completed to the satisfaction of Eversource; (c) the Interconnector has paid Eversource all funds due pursuant to this Agreement; (d) Interconnector has complied with the insurance requirements of Article 8; (e) Interconnector has provided Eversource a description of the Facility that incorporates all final design changes, including all design changes made during construction; and (f) Eversource has provided formal written authorization stating that operation of the Facility in parallel with the Eversource system is authorized by Eversource.

The Interconnector shall obtain each consent, approval, authorization, order or acceptance from FERC and/or ISO-NE necessary for the Interconnector or any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Interconnector (each, an "Affiliate") to sell any power, capacity, energy or market products from the Facility into the wholesale power market prior to making any such wholesale sales. The Interconnector shall indemnify, defend and hold harmless Eversource, its trustees, directors, officers, employees, agents and affiliates from any and all costs, damages, fines or penalties, including reasonable attorneys' fees, directly resulting from Interconnector's or its Affiliate's non-compliance with any provision of this

Article; provided, however, that such indemnification obligation shall be subject to the limitation of liability set forth in Article 8.

Up to the Interconnection Point, unless otherwise noted in the Eversource Interconnection Requirements, all equipment shall be the sole property of Interconnector. Interconnector shall have sole responsibility for the operation, maintenance, replacement, and repair of the Facility, including the interconnection equipment owned by the Interconnector.

The Eversource Interconnection Requirements developed for the Facility are subject to, and are based upon, current Eversource standards, as may be amended from time to time, regarding protection and control equipment requirements sufficient to ensure the safe and reliable operation of the Eversource electric distribution system. Interconnector hereby acknowledges that such Eversource standards are periodically reviewed and modified pursuant to standard utility practice, and that Interconnector is responsible for compliance with such standards, at its sole cost, as these standards may be modified from time to time. Additionally, the costs of any review of the Eversource Interconnection Requirements necessitated by the Facility and performed by Eversource will be the responsibility of the Interconnector. Interconnector is responsible for any and all additional costs to ensure that all relevant protection and control equipment, software, hardware, and their capabilities meet then-current Eversource standards for interconnection of generating facilities to the Eversource electric distribution system. Eversource will notify Interconnector if upgrades or changes to Interconnector's protection and control equipment are necessary by issuing new or updated Eversource Interconnection Requirements. Within a mutually agreeable period following the issuance of new or updated Eversource Interconnection Requirements the Interconnector shall, at the Interconnector's sole expense, modify the Facility to the extent necessary to meet the revised requirements thereof. Any disputes regarding the necessity for, or scope of, modifications will be addressed in accordance with the dispute resolution provisions of this Agreement.

Prior to the interconnection to Eversource's system under this agreement, Interconnector shall have tested, and every twelve months thereafter, Interconnector shall test, or cause to be tested, all protection devices including verification of calibration and tripping functions; and Interconnector shall provide Eversource with a copy of the tests and results. The Interconnector shall ensure that any such test is performed by an individual or company that Eversource has authorized to perform the testing function.

If either Party reasonably determines that the operation or use of any portion of the protection system will or may not perform its protective function, Interconnector shall immediately open the interconnection between Eversource's system and the Facility. Interconnector shall promptly notify Eversource of this action and the reason for this action. The interconnection shall remain open until Interconnector has satisfactorily cured the defect. Any repair or replacement of Interconnector's equipment shall be at no cost to Eversource, except Eversource shall be responsible for any loss or damage requiring repair or replacement of all or a portion of the Interconnector's equipment as a result of the negligence or willful misconduct of Eversource, its agents or employees.

System Metering

The facility will be equipped with a 4 channel (4X Configuration) recording meter. The meter will capture Watt-hours delivered, lagging Var-hours, Watt-hours received, and leading Var-hours.

A customer owned, dedicated phone line or other source of communication to the meter is required to be operational at all time to allow for remote interrogation.

All costs of metering equipment and installation shall be borne by the Interconnector. Eversource shall retain ownership and maintenance responsibilities for the metering equipment. The metering equipment must consist of Eversource approved components.

The Interconnector shall allow Eversource reasonable access to the Facility, its premises, and the metering equipment for, but not limited to, meter reading, meter testing, and meter maintenance.

Delivery Point

For the purpose of establishing ownership, operation and maintenance responsibilities, the location of facility energy delivery to Eversource (the "Delivery Point") must be defined. **At this site, the Delivery Point will be designated as the customer-side of the primary metering equipment**.

To the extent this facility is participating in net energy metering, the delivery of power (for the purposes of customer billing and ISO reporting) will be in accordance with the then-effective Eversource Electricity Delivery Service Tariff, as approved by the NHPUC.

Description of Responsibilities

Eversource will own and maintain all equipment up to the Delivery Point. Interconnector will own and maintain all equipment from the Delivery Point into and throughout the Facility. Eversource will own the metering equipment, to be maintained by Eversource in accordance with the Eversource's Electricity Delivery Service Tariff, as approved by the NHPUC.

Article 4. General Payment Terms.

Interconnection Costs. The Interconnector is responsible for paying all costs incurred by Eversource 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 Facility; (c) construction, modification and Upgrade costs (as defined in the paragraph below) necessary to accommodate the Interconnection; and (d) any ongoing maintenance costs and other charges deemed necessary by Eversource to maintain the Interconnection (all costs described in this sentence, the "Interconnection Costs").

Distribution Upgrades. Eversource shall design, procure, construct, install, and own any distribution system upgrades described in the Eversource Interconnection Requirements (the "Upgrade(s)"). The actual cost of the Upgrades, including overheads, shall be the sole responsibility of the Interconnector.

{data: System_Modification_Details}

Initial Cost Estimate. The Study contains a good-faith estimate and description of the initial Interconnection Costs (the "Initial Cost Estimate"). The Initial Cost Estimate for the Facility is **${data: System_Modification_Cost}.**

Billing and Payment Procedures for Interconnection Costs. The Interconnector shall pay Eversource the amount set forth in the Initial Cost Estimate (the "Initial Payment") within thirty (30) days of the Effective Date, unless other payment deadlines have been specified in the Milestones (Appendix A). Eversource will not incur Interconnection Costs prior to receipt of the Initial Payment. The Interconnector acknowledges that provision of the Initial Payment constitutes authorization for Eversource to commence efforts to design, procure, and construct any required Upgrades and/or incur Interconnection Costs.

Actual incurred Interconnection Costs may vary from those costs included in the Study, or the Initial Cost Estimate. Eversource shall invoice the Interconnector for all Interconnection Costs as such costs are incurred (unless other payment deadlines have been specified in the Milestones) and the Interconnector shall pay each such invoice within thirty (30) days of receipt, or as otherwise agreed to by the Parties.

If this Agreement is terminated prior to the completion of the initial interconnection, Eversource will discontinue efforts to interconnect the Facility and refund to the Interconnector any funds from the Initial Payment that have not been expended. Such refund shall be net of any reasonable costs incurred by Eversource or its employees, agents, contractors and/or subcontractors to remove, decommission and/or return to inventory any equipment related to the terminated interconnection project.

Within ninety (90) days following the date on which Eversource determines that Eversource has received all of the necessary information Eversource has requested from its employees, agents, contractors and/or subcontractors working on, or providing services in connection with, the design and construction of the Interconnection, Eversource shall provide the Interconnector with notice detailing any Underpayment (as such term is defined below) or Overpayment (as such term is defined below) made by the Interconnector with respect to the Initial Payment (the “True-up Notice”).

To the extent that the actual Interconnection Costs accrued up to the date of the initial interconnection exceed the Initial Payment (an "Underpayment"), Eversource shall invoice the Interconnector for an amount equal to the Underpayment and the Interconnector shall pay such amount to Eversource 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"), Eversource shall refund to the Interconnector an amount equal to the Overpayment within thirty (30) days of the provision of the True-Up Notice. Any and all Interconnection Costs incurred by Eversource after the date of the True-up Notice shall be billed in accordance with this provision.

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

Article 5. Right of Access.

Eversource Right to Access. The Interconnector shall allow Eversource access to Eversource equipment and Eversource facilities located on the Facility's premises (the "Eversource Property"). To the extent that the Interconnector does not own all or part of the real property on which Eversource is required to locate Eversource Property in order to serve the Facility, the Interconnector shall procure, at its expense, and provide to Eversource all necessary rights, including easements, for access to Eversource Property. Additionally, Eversource shall have the right to enter the property of Interconnector at mutually agreed upon reasonable times and shall be provided reasonable access to Interconnector's metering, protection, control, and interconnection equipment to review for compliance with this Agreement.

Isolation Device. Eversource shall have access to the Isolation Device (as described in the Eversource Interconnection Requirements) of the Facility at all times. Interconnector is responsible for obtaining any and all property rights, including easements, which will permit Eversource access to such Isolation Device.

Right to Review Information. Eversource shall have the right to review and obtain copies of the Interconnector'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. Eversource shall treat such information as confidential and shall use such information solely for the purposes of determining compliance with the operating requirements of Eversource.

Article 6. Modification of Facility.

A description of the Facility as studied is contained in the Eversource Interconnection Requirements and in the Interconnection Request documents. Any changes to the design of the Facility must be approved by Eversource in writing prior to the implementation of such design changes. Only design changes approved in accordance with this Article 6 shall be implemented. If Interconnector plans any modifications to its Facility, which modifications would reasonably be expected to affect its interconnection with the Eversource system, Interconnector shall give Eversource ninety (90) day prior written notice of its intentions. Eversource will review the modifications at the Interconnector’s expense and provide a written notice of approval or notification that the modification will require revised protection and control equipment. The cost of any and all upgrades to either the Facility interconnection equipment or the Eversource electric distribution system required to permit the Facility modification shall be the responsibility of the Interconnector.

Article 7. Term of Agreement.

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect subject to the suspension and termination rights contained in this Article 7.

Interconnector may terminate this Agreement by giving Eversource not less than sixty (60) days prior written notice of its intention to terminate. Eversource may terminate the interconnection under this Agreement by giving not less than sixty (60) days prior written notice should Interconnector fail to substantially perform with the interconnection, metering and other safety provisions of this Agreement, and such failure continues for more than sixty (60) days from date of notice without cure. The

Eversource notice shall state with specificity the facts constituting the alleged failure to perform by Interconnector. If the Parties are unable to reach agreement within 60 days on a cure for the failure to perform, either Party may elect to submit the dispute to the NHPUC for resolution.

If changes in applicable federal or state statutes, regulations or orders; or changes in applicable ISO or NEPOOL requirements occur which materially affect this Agreement, the Parties shall negotiate in good faith to modify this Agreement to accommodate such changes. If the Parties are unable to reach agreement within 60 days, either Party may elect to submit the dispute to the NHPUC for resolution.

Eversource may terminate its obligation contained in this Agreement if applicable laws, regulations, and orders mandating interconnections from qualifying facilities are repealed, or declared invalid by a Court or Regulatory Agency, and no revised law is enacted providing for such interconnection on a similar basis.

Eversource may terminate this Agreement if the Interconnector either: (1) fails to energize the Facility within 12 months of the Effective Date (or as otherwise required by the Milestones); or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12-month period after the Effective Date of this Agreement shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

After termination of this Agreement, both Parties shall be discharged from all further obligations under the terms of this Agreement, excepting any liability which may have been incurred before the date of such termination. Any reasonable costs incurred by Eversource to physically disconnect the Facility as a result of the termination of this Agreement shall be paid by the Interconnector.

Article 8. Insurance, Performance Assurance, Indemnification & Limitation of Liability.

A. Insurance Requirements.

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

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 less than or equal to an aggregate of 500 KW;

Three million dollars ($3,000,000) 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 500 KW. Insurer Requirements and Endorsements. All insurance required pursuant to this Article 8 A. shall be carried by insurers qualified to underwrite insurance in New Hampshire with an A.M. Best rating of A- or better. In addition, all insurance shall: (a) include Eversource as an additional insured; (b) contain a severability of interest clause or cross-liability clause unless the Interconnector is a residential customer; (c) provide that Eversource 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 Eversource thirty (30) days prior to cancellation, termination, or material change of such insurance.

Evidence of Insurance. If insurance similar to the insurance provided by this endorsement is held by the additional insured noted above, the insurance provided by this endorsement is primary to that other insurance, and that other insurance shall not contribute to amounts payable under the insurance provided by this endorsement.

Prior to Eversource commencing any work on system modifications, the Interconnector shall have its insurer provide to Eversource certificates of insurance evidencing the insurance coverage required pursuant to this Article 8 A. Such certificates shall clearly indicate that such insurance policy is written on an "occurrence made" basis. Eversource may, at its discretion, require the Interconnector 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.

All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to Eversource.

B. Indemnification.

Each Party will be responsible for its equipment and the operation thereof and will indemnify and save the other harmless from any and all loss by reason of property damage, bodily injury, including death resulting therefrom suffered by any person or persons including the Parties hereto, employees thereof or members of the public, (and all expenses in connection therewith, including attorney's fees) whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, caused by or sustained on, or alleged to be caused by or sustained on, equipment or property, or the operation or use thereof, owned or controlled by such Party, except that each Party shall be solely responsible for and shall bear all costs of its negligence, and willful misconduct, and claims by its own employees or contractors growing out of any workers' compensation law. The foregoing paragraph shall survive the termination of this Agreement and such termination will not extinguish any liabilities or obligations in respect of reimbursements under this paragraph, incurred up to the time of termination.

Survival of Indemnification. The indemnification obligations of each Party set forth in this Article 8 B. 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.

C. Limitation of Liability.

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.

Article 9. Force Majeure.

Neither Party shall be considered to be in default hereunder and shall be excused from performance hereunder if and to the extent that it shall be prevented from doing so by storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or the public enemy, action of a court or public authority, withdrawal of equipment from operation for necessary maintenance and repair, or any other cause beyond the reasonable control of either Party and not due to the fault or negligence of the Party claiming force majeure, provided that the Party claiming excuse from performance uses its best efforts to remedy its inability to perform. In no event shall the lack of funds or the inability to obtain funds constitute a Force Majeure Event.

Article 10. Dispute Resolution and Voluntary Arbitration.

In the event of any dispute, disagreement, or claim (except for disputes referred to the NHPUC under Article 7 of this Agreement) arising out of or concerning this Agreement, the Party that believes there is such a dispute, disagreement, or claim will give written notice to the other Party of such dispute, disagreement, or claim. The affected Parties shall negotiate in good faith to resolve such dispute, disagreement, or claim. If such negotiations have not resulted in resolution of such dispute to the satisfaction of the affected Parties within twenty (20) business days after notice of the dispute has been given, then an affected Party may submit such dispute, disagreement, or claim arising out of or concerning this Agreement to the NH PUC for resolution. Upon mutual agreement of the Parties, a dispute may be submitted to arbitration in lieu of being submitted to the NH PUC and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement. The arbitration proceeding shall be conducted by a single arbitrator, appointed by mutual agreement of the affected Parties, in Manchester, New Hampshire, under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration under such rules was made. In the event that the affected Parties fail to agree upon a single arbitrator, each shall select one arbitrator, and the arbitrators so selected shall, within twenty (20) days of being selected, mutually select a single arbitrator to govern the arbitration. A decision and award of the arbitrator made under the Rules and within the scope of his or her jurisdiction shall be exclusive, final, and binding on all Parties, their successors, and assigns. The costs and expenses of the arbitration shall be allocated equitably amongst the affected Parties, as determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each Party hereby consents and submits to the jurisdiction of the federal and state courts in the State of New Hampshire for the purpose of confirming any arbitration award and entering judgment thereon.

Article 11. Operating Requirements.

General Operating Requirements. The Interconnector shall construct, interconnect, operate, and maintain the Facility and all accompanying and necessary facilities in accordance with: (a) all applicable laws and requirements and, "Good Utility Practice" (as defined in Section I of the ISO New England Inc., Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3); and (b) ISONE 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 Interconnector shall comply with all special operating requirements set forth in the Eversource Interconnection Requirements. If Eversource believes that the cause of any electrical disturbance, interruption, or other negative impact to the Eversource electric distribution system originates from the Facility, Eversource 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 Eversource, unless such problem or problems are demonstrated to be caused by the Facility, or, if the monitoring or testing was performed at the request of the Interconnector, the costs of the monitoring equipment shall be borne by the Interconnector. If the operation of the Facility interferes with Eversource's or its customers' operations, the Interconnector 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 Interconnector fails to take immediate corrective action pursuant to the preceding sentence, Eversource may disconnect the Facility in accord with Good Utility Practice.

No Adverse Effects; Non-interference. Eversource shall notify the Interconnector if Eversource has information demonstrating that the operation of the Facility could cause disruption or deterioration of service to other customers served from Eversource's system or if operation of the Facility could cause damage to the Eversource system or other affected systems. The Interconnector 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 Eversource system or causing damage to the Eversource system 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.

Eversource shall operate its system in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnector shall protect itself from normal disturbances propagating through the Eversource system in accordance with Good Utility Practice. Examples of such normal disturbances include single-phasing events, voltage sags from remote faults on Eversource system, and outages on the Eversource system.

Safe Operations and Maintenance. The Interconnector shall operate, maintain, repair, and inspect, and shall be fully responsible for, the Facility. 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 Interconnection Point. Eversource and the Interconnector shall each provide equipment on its respective side of the Interconnection Point that adequately protects the Eversource system, personnel, and other persons from damage and injury. If Eversource has constructed or owns equipment or facilities, including but not limited to Upgrades, that were required solely as a result of the Interconnection, then, unless otherwise documented in the Eversource Interconnection Requirements, the costs associated with the operation, maintenance, repair and replacement of such equipment or

facilities shall be the ongoing responsibility of the Interconnector and the Interconnector shall reimburse Eversource for such costs.

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 twelve (12) calendar months or the manufacturer's recommended test cycle, whichever is more frequent. The Interconnector shall provide copies of test records to Eversource within thirty (30) days of the completion of maintenance testing. Eversource may disconnect the Facility from the Eversource system if the Interconnector fails to adhere to the relevant testing standards or fails to provide testing results as required by this Agreement. The Interconnector is responsible for all ongoing maintenance costs associated with the Facility.

Article 12. Disconnection.

A. Temporary Disconnection.

Emergency Conditions. Eversource may immediately and temporarily disconnect the Facility from the Eversource system without prior notification in cases where, in the reasonable judgment of Eversource, 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 Eversource system or to other electric power systems to which the Eversource system is directly connected (each, an "Emergency Condition"). After temporary disconnection or suspension pursuant to this paragraph, the Facility may not be reconnected or resume operation until Eversource and Interconnector are both satisfied that the cause of such Emergency Condition has been corrected. If the Interconnector fails to correct the Emergency Condition within ninety (90) days from the time that Eversource has temporarily disconnected the Facility due to an Emergency Condition, Eversource may elect to terminate this Agreement and/or permanently disconnect the Facility.

Routine Maintenance, Construction and Repair. Eversource shall have the right to disconnect the Facility from the Eversource system when necessary for routine maintenance, construction and repairs to the Eversource system. Eversource shall provide the Interconnector with notice of such disconnection, consistent with Eversource's Planned and Unplanned Outage Scheduling Procedure.

Forced Outages. During any forced outage, Eversource shall have the right to temporarily disconnect the Facility from the Eversource system to affect immediate repairs to the Eversource system. Eversource shall use reasonable efforts to provide the Interconnector with prior notice of such temporarily disconnection; provided, however, Eversource may temporarily disconnect the Facility from the Eversource system without such notice pursuant to this paragraph in the event circumstances do not permit such prior notice to the Interconnector.

Non-Emergency Adverse Operating Effects. Eversource will notify the Interconnector in the event the Facility is having a non-emergency adverse operating effect on the Eversource system or on other customers (a "Non-Emergency Adverse Operating Effect"). Eversource may temporarily disconnect the Facility if the Interconnector fails to correct such Non-Emergency Adverse Operating Effect within

forty-five (45) days of Eversource's written notice to the Interconnector requesting correction of such Non-Emergency Adverse Operating Effect. If the Interconnector fails to correct a Non-Emergency Adverse Operating Effect within ninety (90) days from the time that Eversource has temporarily disconnected the Facility due to such an event, Eversource may elect to terminate this Agreement and/or permanently disconnect the Facility.

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

Re-connection. Any temporary disconnection pursuant this Article 12 shall continue only for so long as is reasonably necessary. The Interconnector and Eversource shall cooperate with each other to restore the Facility and the Eversource system, respectively, to their normal operating states as soon as reasonably practicable following the correction of the event that led to the temporary disconnection.

B. Permanent Disconnection.

The Interconnector may permanently disconnect the Facility at any time upon thirty (30) days prior written notice to Eversource. Eversource may permanently disconnect the Facility upon termination of this Agreement in accordance with the terms of the Agreement.

Article 13. Modification of Agreement.

For any modification to this Agreement to be binding upon the Parties, the modification must be in writing and signed by both Parties.

Article 14. Confidentiality.

Eversource shall maintain the confidentiality of information provided from the Interconnector to Eversource 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 Eversource; or (c) Eversource 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, Eversource shall give notice to the Interconnector and give the Interconnector 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.

Article 15. Permits and Approvals.

The Interconnector 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"). Eversource assumes no responsibility for obtaining any Required Permit, advising the Interconnector with respect to Required Permits, or assuring that all Required Permits have been obtained by the Interconnector. Upon written request of Eversource, the Interconnector shall promptly provide to Eversource a copy of any Required Permit.

Article 16. Default and Remedies.

A. Defaults. Each of the following shall constitute an "Event of Default."

(i) 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, and such failure continues 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 Article 10;

(ii)) A Party: (a) fails to comply with any 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;

(iii) Interconnector modifies the Facility or any part of the Interconnection without the prior written approval of Eversource; or

(iv) 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; (c) the Milestones (Appendix A); and (d) Good Utility Practice.

B. 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.

Article 17. Prior Agreements Superseded.

Once effective, this Agreement represents the entire agreement between the Parties with respect to the interconnection of the Facility with the Eversource electric distribution system and, as between Interconnector and Eversource, all previous agreements including any previous discussion, communications and correspondence related thereto are superseded by the execution of this Agreement.

Article 18. Waiver of Terms or Conditions.

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect. Any waiver is only effective if given to the other Party in writing.

Article 19. Binding Effect; Assignment

This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of the Parties hereto. Eversource shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Interconnector except to a successorin-interest. Eversource shall provide written notice to Interconnector of any such assignment to a successor-in-interest within fifteen (15) days following the effective date of the assignment. Interconnector shall have the right to assign this Agreement to any person or entity that is a successorin-interest to the Facility without the consent of Eversource. In the event of any such assignment, Interconnector shall notify Eversource in writing within fifteen (15) days following the effective date of the assignment. Interconnector may make such other assignment of this Agreement as it determines, subject to the prior written consent of Eversource, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment in violation of this Article shall be void at the option of the non-assigning Party.

Article 20. Applicable Law.

This Agreement is made under the laws of the State of New Hampshire and, to the extent applicable, the Federal Power Act, and the interpretation and performance hereof shall be in accordance with and controlled by such laws, excluding any conflicts of law provisions of the State of New Hampshire that could require application of the laws of any other jurisdiction.

Article 21. Headings.

Captions and headings in the Agreement are for ease of reference and shall not be used to and do not affect the meaning of this Agreement.

Article 22. Notices and Service.

All notices, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing, except as otherwise provided or as reasonable under the circumstances. Service of a notice shall be deemed properly given if delivered in person, delivered by electronic mail, delivered by recognized national currier service, or sent by first class mail. Notice shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by courier, mail or electronic mail with confirmation of receipt to the person specified below:

Interconnector: {contact: Customer Information}

Eversource: Public Service Company of New Hampshire
d/b/a Eversource Energy
780 North Commercial Street
P. O. Box 330 Manchester, NH 03105-0330
{full_name: DER_Account_Executive}
Account Executive, Eversource New Hampshire - Distributed Energy Resources

Article 23. 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.

Article 24. Signatures.

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

IN WITNESS WHEREOF, the Parties, each by its duly authorized representative, have hereunto caused their names to be subscribed, as of the day and year first above written.

Customer Signature

Customer Signature:	
Customer Name (Printed):	{company_or_full_name: Customer Information}
Title:	
Date:	

Public Service Company of New Hampshire d/b/a Eversource Energy Signature:

Signature:	
Name:	{full_name: DER_Account_Executive}
Title:	**Account Executive, Eversource New Hampshire - Distributed Energy Resources**
Date:	

Appendix A
Schedule of Milestones (Note 1)

No	Action or Obligation	Due Date	Responsible Party	Comments
1A	Execute and Return the Interconnection Agreement	{data: IA_Executed_Date}	Interconnector	
1B	Payment of the Initial Deposit	{data: IA_Payment_Date}	Interconnector	See Article 4 and Note 1B (below)
2A	Pay the balance of the Initial Cost Estimate	{data: IA_Revised_Drawing_Date}	Interconnector	See Article 4 and Note 2A (below)
2B	Submit revised one-line and threeline project drawings; and submit witness test procedure to Eversource for review	{data: IA_Revised_One-line _Date}	Interconnector	Refer to the Study and Note 2B (below)
3	Non-Ministerial Permits& Approvals	{data: IA_Non_MINIST_Permit_Date}	Interconnector	See Note 3 (below)
4	Building & Electrical Permits	{data: IA_BULD_Permit_Date}	Interconnector	See Note 4 (below)
5	Project Completion	{data: IA_Online_Date}	Interconnector	See Note 5(below)

Note 1. Milestones that involve only the payment of money (i.e., 1B and 2A) may not be extended. For other Milestones, see Article 1.C relative to requests for extensions.

Note 1B. The Initial Deposit is the lesser of 25% of the Initial Cost Estimate or $50 per kilowatt of Facility capacity. Unless otherwise requested in writing by the Interconnector, provision of this deposit payment constitutes authorization for Eversource to commence efforts to design any required Upgrades.

Note 2A. Provision of this payment constitutes authorization for Eversource to commence efforts to design, procure, and construct any required Upgrades and/or incur Interconnection Costs. Payment of all or a portion of this balance may be required prior to the due date noted above if Eversource or Interconnector deems such payment necessary to support the project construction schedule.

Note 2B. The Customer shall provide an updated one line showing the appropriate transformer and/or grounding transformer configuration that would meet the Eversource Technical Requirements for DER.

The Customer shall also provide supporting data/calculations that demonstrate the proposed solution meets Eversource effective grounding requirements when isolated at the PCC. Indicate which values are known (and their sources) and all assumptions for DER facility impedances. The evidence of compliance may include a sequence network diagram with appropriate impedances filled in for the DER facility, as well as a manufacturer data sheet and/or application guide.

Note 3. The Interconnector shall submit a written statement to Eversource attesting that all nonmainstream project permits and approvals have been obtained, in final and non-appealable form, including, but not limited to, any and all federal, state, and local permits and approvals required for construction and operation of the project, with the exception of building and electrical permits.

Note 4. The Interconnector shall submit to Eversource copies of issued and effective building and electrical permits, and any other ministerial permits and approvals, related to construction and operation of the project to Eversource.

Note 5. The project shall be complete, fully interconnected and operational, which includes, but is not limited to, the submission of any testing and commissioning documents requested or required by Eversource, the installation of any necessary metering, and the generation of power on a regular, non-test basis. Projects that are fully constructed and capable of test power operation but are waiting for final utility interconnection construction as a result of factors beyond their control, shall have this Milestone deadline extended for a reasonable period of time in order to permit such final utility interconnection construction.