INDENTURE OF LEASE AND GRANT OF EASEMENTS

BETWEEN

DEVON POWER LLC
as Landlord

AND

GENCONN DEVON LLC
as Tenant

Dated: April 24, 2009

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LIST OF EXHIBITS

Exhibit A Legal Description – Premises

Exhibit B Legal Description – Entire Site

Exhibit C Reference to Survey of Entire Site Showing Premises, Ancillary Easement Areas, and Reserved Easement Areas

Exhibit D Pre-Approved Signage

Exhibit E Initial Alterations and Improvements

Exhibit F Form Notice of Lease

Exhibit G Listing of Existing Environmental Reports/Data

INDENTURE OF LEASE AND GRANT OF EASEMENTS

This Indenture of Lease and Grant of Easements ("Lease") is made as of this 24th day of April, 2009, by and between DEVON POWER LLC, a Delaware limited liability company with an address of 21 Carnegie Center, Princeton, NJ 08540 ("Landlord") and GENCONN DEVON LLC, a Connecticut limited liability company with an office and place of business at 157 Church Street, P.O. Box 1564, New Haven, CT 06510 ("Tenant").

1. Premises; Ancillary and Reserved Rights; Term.

1.1 The Premises. Upon and subject to the provisions of this Lease, Landlord hereby leases to Tenant and Tenant hereby takes from Landlord certain real property consisting of approximately 3.249 acres, together with all improvements and facilities located thereon, as more particularly bounded and described on Exhibit A attached hereto and made a part hereof (the "Premises"). The Premises form a portion of Landlord's property located in Milford, Connecticut, together with all improvements and facilities thereon, as more particularly bounded and described on Exhibit B attached hereto and made a part hereof (the "Entire Site"). The Entire Site and the Premises are shown on that certain map or plan of the Entire Site as described on Exhibit C attached hereto and made a part hereof (the "Survey").

1.2 Ancillary Rights and Easements. The Premises are leased from Landlord to Tenant together with the following non-exclusive, ancillary rights and easements upon the Entire Site, which Landlord hereby grants to Tenant (collectively, the "Ancillary Rights," and the easement areas on the Entire Site over which Tenant may exercise such Ancillary Rights, all as shown on the Survey, are collectively referred to as the "Ancillary Easement Areas"):

(a) The right of vehicular ingress and egress and telecommunication and utility access to and from the Premises upon, over and under the areas designated as "GenConn Easement for Telecommunications & Site Access (Roadway)" and "GenConn Easement for Telecommunications & Site Access (Roadway) over Existing 16' Right of Way", and the right of vehicular ingress and egress to and from the Premises upon and over the area designated as "GenConn Easement #1 for Site Access (Roadway)" and "GenConn Easement #2 for Site Access (Roadway)", all as shown on the Survey, and the right of vehicular ingress and egress to and from the Premises upon, over and under all other existing or future paved or gravel roads, paths and areas located on the Entire Site and intended for use by vehicles;

(b) the right to discharge and treat waste water upon, over and under the areas designated as "GenConn Easement for Waste Water (on Pipe Rack & Underground)" and as "GenConn Easement to Discharge & Operate Exiting Waste Water Treatment System" as shown on the Survey;

(c) the right to tie into and provide water to the Premises utilizing the municipal water system of the City of Milford upon and under the areas designated as "GenConn Easement

#1 for City Water (Underground)", "GenConn Easement #2 for City Water (Underground)" and "GenConn Easement #3 for City Water (Underground)" as shown on the Survey. In addition, reference is made to the underground water line located in and running across the strip of land owned by the State of Connecticut, said water line connecting the GenConn City Water Easements #1 and #2 as shown on the Survey, and said line being designated as "UG Water" and "Water Line Crossing ROW" on the Survey (the "UG Water Line"). Tenant shall have and is hereby granted (on a nonexclusive basis, together with Landlord) all rights, easements and benefits Landlord possesses with respect to the UG Water Line including, without limitation, Landlord's rights under that certain agreement for maintenance of water lines and pipes dated as of March 25, 1931 by and between the New York, New Haven and Hartford Railroad company and The Connecticut Light and Power Company; provided, however, that any insufficiency in such rights shall not constitute a default by Landlord or a breach of any covenant or obligation of Landlord hereunder.

(d) the right to tie into and provide natural gas to the Premises upon and under the area designated as "GenConn Easement for Natural Gas (Underground)" as shown on the Survey;

(e) the right to tie into, utilize and store up to 1.6 million gallons of liquid fuel upon and over the areas designated as "GenConn Easement for Fuel Oil (on Pipe Rack & Above Ground)" as shown on the Survey, such fuel storage to be in one or more of the existing tanks located within said area, as designated by Landlord, or such other tank(s) as may replace the existing tank(s) during the Lease Term and be designated by Landlord, together with the right to unload liquid fuel (i) in the area within the "GenConn Easement for Fuel Oil (on Pipe Rack & Above Ground)" adjacent to such fuel storage tanks, and (ii) in the westerly portion (generally in the area designated as "Fuel Oil Delivery Point" on the Survey) of the area designated as "GenConn Easement #2 For Storm Water (Underground)", all as shown on the Survey. Without limiting the generality of the foregoing, Landlord agrees that at all times, Tenant shall have the right to store 1.6 million gallons of liquid fuel in the existing tanks shown on the Survey (or their replacements, as applicable), even if Tenant's storage of such volume of liquid fuel would mean that Landlord would be required to limit its storage of liquid fuel in the same tank(s);

(f) the right to transmit electrical power from the Premises upon and over the area designated as "GenConn Easement for HV Electrical (Above Ground)" as shown on the Survey;

(g) the right to drain storm water from the Premises upon and under the areas designated as "GenConn Easement for Storm Water (Underground)", GenConn Easement #1 For Storm Water (Underground)", and GenConn Easement #2 For Storm Water (Underground)" as shown on the Survey;

(h) expressly including all such temporary easements and temporary rights of way over the Entire Site as shall be reasonably necessary, from time to time, to construct, install, maintain, operate, repair and/or replace any and all facilities at the Premises and/or within the Ancillary Easement Areas.

The Ancillary Rights include the right at Tenant's sole expense to install, replace, construct, operate, use, maintain and repair any and all facilities and related appurtenances within the respective Ancillary Easement Areas as shown on the Survey and as may be necessary to utilize such Ancillary Rights for their respective intended purposes including, without limitation, fiber optic or telecommunications lines and wires, electric utility lines and wires, and other lines, conduits, pipes, wires, instruments and control and monitoring devices that may be necessary from time to operate, use, control, monitor, repair, replace or restore any facilities installed or used by Tenant on the Premises or within the Ancillary Easement Areas, provided, however, that prior to exercising and during the exercise of any such rights Tenant shall comply with the provisions of Section 10.2 hereof. The Ancillary Rights include Tenant's right to enter upon the Ancillary Easement Areas in connection with the exercise of its other Ancillary Rights. During the Lease Term (as hereinafter defined), Landlord reserves the right, at Landlord's sole expense to relocate any and/or all of the Ancillary Easement Areas and all facilities and related appurtenances located therein to other area(s) upon the Entire Site, provided, however, that (i) Landlord provides Tenant with at least thirty (30) days advance written notice prior to such relocation, (ii) Landlord reconnects, at Landlord's sole cost and expense, all facilities and related appurtenances affected by such relocation, and (iii) Landlord agrees that all such relocations shall be conducted in a manner so as not to materially interfere with or otherwise disrupt Tenant's business operations or use of the Premises as permitted hereunder. Prior to and as a condition of any such relocation, Landlord and Tenant shall, at Landlord's sole expense, execute a supplemental agreement confirming the relocated Ancillary Easement Area(s) and releasing the replaced Ancillary Easement Area(s), including amending the Survey and appropriately amending the Notice of Lease (as defined in Section 32 hereof). Subject to the foregoing, Landlord agrees that Tenant shall be entitled to the Ancillary Rights and related Ancillary Easement Areas for the entire Lease Term (as hereinafter defined), and that Landlord will take no action to materially interfere with or otherwise unreasonably disrupt Tenant's use and/or enjoyment of any Ancillary Rights necessary for Tenant's business operations or use of the Premises as permitted hereunder. The Ancillary Rights and Ancillary Easement Areas shall automatically terminate upon the expiration or sooner termination of the Lease Term.

Reference is made to that certain Consent Agreement ("Consent Agreement") of even or near date herewith and by and among The Connecticut Light & Power Company ("CL&P"), Landlord and Tenant, wherein CL&P has consented to the improvements and operations contemplated by this Lease and within certain existing CL&P easement areas at the Entire Site, as more particularly set forth in the Consent Agreement and upon the terms and conditions set forth therein. In connection with Tenant's construction, operation, maintenance, repair and/or replacement of Tenant's facilities, property, equipment and appurtenances at the Premises and the Ancillary Easement Areas Tenant agrees to be bound by, perform and comply with all of the terms, conditions and obligations imposed by the Consent Agreement.

1.3 Reserved Rights. It is further understood and agreed that Landlord reserves the right to continue to utilize and/or add to, either in common with Tenant or solely by Landlord, certain existing facilities (the "Reserved Premises Facilities") located on the Premises in

connection with Landlord's ongoing business operations at the Entire Site, said facilities being located in or to be located in the various reserved rights areas (the "Reserved Easement Areas") as shown on the detailed plan of the Premises designated as "Detail Showing Reserved Rights To Devon Power LLC" on the Survey. Such reservation includes the right to enter upon the Premises as necessary to utilize and construct, maintain, repair, and/or replace the Reserved Premises Facilities within the Reserved Easement Areas. Landlord further reserves the right, at its sole expense, upon reasonable advance written notice to Tenant, to relocate the Reserved Premises Facilities to other area(s) of the Premises or to other areas on the Entire Site and/or to utilize other areas of the Premises as may be necessary for Landlord's business operations from the Entire Site (such other areas of the Premises thus becoming Reserved Easement Areas), provided that all such relocations and utilizations shall be conducted in a manner so as not to materially interfere with or otherwise disrupt Tenant's business operations or use of the Premises as permitted hereunder. Upon any such relocation or addition to the Reserved Premises Facilities, Landlord and Tenant shall, at Landlord's sole expense, execute a supplemental agreement confirming the relocated, additional and/or released Reserved Easement Areas, including appropriate amendments to the Survey and the Notice of Lease. In the event that any work performed by or on behalf of Landlord results in any lien being filed on any portion of the Premises or the Ancillary Easement Areas, such lien will be the sole obligation and responsibility of Landlord. In the event any such lien holder claims any right or interest in or to the Premises or the Ancillary Easement Areas which would, if sustained, interfere with or impair Tenant's use and enjoyment of the Premises or the Ancillary Easement Areas (no such lien or claim being recognized or otherwise consented to hereunder), Landlord, at Landlord's sole expense, shall (i) enjoin (by appropriate equitable relief) such lien holder from interfering with or impairing Tenant's rights; or (ii) pay or bond and discharge same. If any such lien holder seeks to interfere with or otherwise impair Tenant's use and enjoyment of the Premises or the Ancillary Easement Areas and Landlord fails to successfully enjoin such action or pay or bond off the lien, Tenant may after fifteen (15) days' notice to Landlord pay and discharge any such lien, at the cost and expense of Landlord.

1.4 The Term. The term of this Lease shall commence on the date of this Lease as first set forth above (the "Commencement Date") and terminate on the date (the "Expiration Date") which is thirty (30) years after the Rent Commencement Date (as hereinafter defined), plus the partial month, if any, in which the Rent Commencement Date occurs (the "Lease Term" and the Lease Term as used throughout this Lease shall be deemed to include the initial term and any and all extensions or renewals thereof). Tenant shall have the option of extending the Lease Term for two (2) successive periods of ten (10) years each, subject to, and to be exercised in accordance with, Section 39 of this Lease. The term "Lease Year" as used herein shall mean each consecutive twelve (12) month period elapsing after: (1) the Commencement Date if the Commencement Date occurs on the first day of the month; or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of the month. Notwithstanding the foregoing, the first Lease Year shall include the additional days if any, between the Commencement Date and the first day of the month following the

Commencement Date, in the event the Commencement Date does not occur on the first day of a month.

2. Rent and Taxes.

2.1 Fixed Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, at Landlord's address as first set forth above, or to such other person or at such other place as Landlord may from time to time designate during the Lease Term, a fixed rent ("Fixed Rent") of Sixty Thousand and 00/100 Dollars ($60,000.00) per annum, at the rate of Five Thousand and 00/100 Dollars ($5,000.00) per month. Fixed Rent at the foregoing monthly rates shall be pro-rated, as necessary, to account for all partial months. Monthly installments of Fixed Rent shall be due and payable in equal and consecutive monthly installments on the first day of each calendar month, in advance during the Lease Term. As utilized herein, "Rent Commencement Date" shall mean the date which is the earlier to occur of (i) three (3) years after the Commencement Date; or (ii) the date Tenant commences business operations at the Premises as contemplated and permitted by Section 5 hereof (Tenant agreeing to utilize commercially reasonable efforts to commence business operations as soon as possible). Upon the occurrence of the Rent Commencement Date, Landlord and Tenant agree to confirm the Rent Commencement Date (and the corresponding Expiration Date) in writing.

2.2 Additional Rent and Taxes. Commencing on the Rent Commencement Date and throughout the Lease Term, Tenant shall promptly pay when due (i) all sums owing by Tenant under the Shared Facilities Agreement of even or near date herewith between Landlord and Tenant (the "Shared Facilities Agreement"), (ii) Tenant's share of the Entire Site Real Property Taxes (defined below), calculated based upon the "Tenant's SF Allocation" (as hereinafter defined); and (iii) all taxes separately assessed on Tenant's personal property, equipment, and/or improvements, including without limitation all sums due under any Tax Stabilization Agreement, or similar agreement, now or hereafter in effect with the City of Milford or other applicable taxing authority (collectively, the "Additional Rent"). "Tenant's SF Allocation" shall mean 5.3%, calculated based on a fraction, the numerator of which is the square footage of the Premises (141,526 square feet) and the denominator of which is the square footage of the Entire Site (2,663,912 square feet). In addition, commencing on the Rent Commencement Date and throughout the Lease Term, Tenant shall pay or cause to be paid, prior to delinquency, subject to Tenant's right to contest: (a) income and net worth taxes assessed against Tenant or its affiliates (but not Landlord) or taxes in lieu of such income or net worth taxes; (b) all taxes and fees arising from any permits or approvals required to be issued in Tenant's name; (c) social security taxes, unemployment taxes or insurance, withholding or any other similar taxes arising from or measured by the wages of Tenant's employees; and (d) all sales, use or other excise taxes arising out of Tenant's purchase, provision or use of equipment or facilities incorporated in, or the construction of, Tenant's power plant and related equipment and facilities on the Premises. Landlord shall pay or cause to be paid, at least sixty (60) days prior to delinquency, subject to Landlord's right to contest: (aa) all property taxes assessed against the Entire Site and any real property improvements installed or constructed thereon (collectively, the "Entire Site Real

Property Taxes") (subject to reimbursement by Tenant for Tenant's share of such Entire Site Real Property Taxes); and (bb) all taxes assessed against the personal property of Landlord, its affiliates (but not Tenant) or their employees. Landlord shall provide evidence to Tenant of its payment of such real and personal property taxes within ten (10) business days after the date such taxes are paid by Landlord. Landlord shall also pay or cause to be paid, prior to delinquency, subject to Landlord's right to contest: (x) income and net worth taxes assessed against Landlord or its affiliates (but not Tenant), or taxes in lieu of such income and net worth taxes; (y) all taxes and fees arising from any permits or approvals required to be issued in the name of Landlord or one or more if its affiliates (but not Tenant); and (z) social security taxes, unemployment taxes or insurance, withholding or any other similar taxes arising from or measured by the wages of Landlord's employees. Landlord shall hold Tenant harmless from any cost, expense, fine, penalty or other charge that may be imposed as a result of Landlord's non-payment of taxes pursuant to this Section 2.2. If, after providing Landlord with notice and opportunity to cure as provided in Section 13 of this Lease, Tenant is required to or elects to pay any taxes on Landlord's behalf, then Landlord shall be required to pay Tenant's costs therefor, such payment to be made within ten (10) days of Tenant's written demand, or Tenant may elect to offset any or all such amounts against any Rent payable by Tenant hereunder or against any fees or charges payable by Tenant under the Shared Facilities Agreement or any replacement thereof. Notwithstanding the foregoing, Tenant shall only have offset rights hereunder and under the Shared Facilities Agreement with respect to (i) Entire Site Real Property Taxes; (ii) taxes assessed against the personal property of Landlord or its affiliates (other than Tenant); and (iii) any other tax obligation of Landlord or any affiliate of Landlord (other than Tenant), the nonpayment of which subjects Tenant to any fine or penalty or otherwise jeopardizes any material right or benefit enjoyed by Tenant hereunder and/or under the Shared Facilities Agreement.

2.3 General Provisions re Rent. Fixed Rent and Additional Rent shall be due and payable as set forth above without demand therefor and without abatement, counterclaim, deduction or setoff except as specifically provided in this Lease or in the Shared Facilities Agreement. Fixed Rent and the Additional Rent are sometimes collectively referred to in this Lease as "Rent."

3. Repairs and Maintenance. During the Lease Term, all repairs, both inside and outside, to the Premises which may be necessary, required or desirable to maintain the Premises, all buildings and other improvements located thereon, and all facilities within the Ancillary Easement Areas in a good order and condition (ordinary and reasonable wear and tear excepted, and it is further agreed that Tenant's maintenance obligation hereunder need only be consistent with the uses herein contemplated), all repairs and maintenance necessary or desirable (ordinary and reasonable wear and tear excepted) to the walls, roof, foundation and structural and non-structural parts of the improvements and facilities located on the Premises, including all pipes, mains, conduits, downspouts and mechanical equipment, in, upon or servicing the same, shall be performed and paid for by Tenant, except as otherwise contemplated by the Shared Facilities Agreement. Notwithstanding the foregoing, repairs and maintenance of the Reserved Premises

Facilities which are utilized by both Landlord and Tenant and any facilities within the Ancillary Easement Areas which are utilized by both Landlord and Tenant shall be allocated among Landlord and Tenant as set forth in the Shared Facilities Agreement or, if not allocated in the Shared Facilities Agreement, shall be equitably allocated between Landlord and Tenant based on the degree of usage by each, as mutually agreed to by the parties. In addition, any Reserved Premises Facilities utilized solely by Landlord shall be solely Landlord's obligation to maintain and repair. Tenant shall repair and restore all areas of the Entire Site which Tenant disturbs in the exercise of its maintenance and repair obligations hereunder and/or in the exercise of its rights under Section 1.2 hereof, Tenant shall keep the areas and walkways within and (if exclusive) appurtenant to the Premises free and clear of rubbish and debris and shall store its refuse and rubbish in areas to be designated by, and in accordance with reasonable schedules to be established by Landlord with prior written notice to Tenant. Tenant shall be responsible, at its expense, for refuse removal from the Premises. Tenant shall not commit waste and shall keep the Premises in a reasonably neat and clean condition at all times (taking into account the use of the Premises).

4. Utilities.

4.1. Services to the Premises. During the Lease Term, Tenant shall be responsible to connect, at Tenant's cost, all utility facilities and related appurtenances within the applicable Ancillary Easement Area and to and on the Premises necessary for the permitted use under Section 5 hereof.

4.2. Utility Charges. Commencing on the Rent Commencement Date Tenant shall pay all utility charges applicable to the Premises during the Lease Term to Landlord as Additional Rent (without any mark-up thereon) or directly to the applicable utility company, as directed by Landlord.

4.3. Interruption of Services. Landlord shall not be liable for any interruption in services or for any surges or interruption of electricity unless caused by the negligence or willful misconduct of Landlord.

5. Use of the Premises. The Premises shall be used only as a power plant, including ancillary uses relating thereto and reasonably necessary therefor, and for no other purpose. It is understood that except within the applicable Ancillary Easement Areas and except as may, from time to time, be reasonably and temporarily necessary or economically prudent during any construction, maintenance or upkeep on or related to the Premises, Tenant shall not be permitted to use any areas adjacent to the Premises, or any areas designated for parking purposes, for the storage of any materials used in connection with Tenant's business. Any unauthorized use of the Premises or areas adjacent to the Premises or areas designated for parking shall, after notice and an opportunity to cure as set forth in Section 13, constitute an Event of Default by Tenant under the terms of this Lease. All use of the Premises must be in compliance in all material respects with all reasonable and non-discriminatory rules and regulations promulgated for the Premises and/or the Entire Site by Landlord which may now or hereafter be in effect (provided such rules

do not materially interfere with or otherwise disrupt the uses permitted hereunder) and of which Tenant has been given adequate notice and in compliance with all applicable laws, ordinances and regulations of all governmental or quasi-governmental authorities having jurisdiction over the Premises and/or the Entire Site.

6. Signage. Except for the exterior signage described on Exhibit D (which Landlord hereby approves), Tenant shall not install any exterior signage with respect to the Premises (including any interior signs visible from the exterior) without Landlord's prior written consent and without first obtaining all required permits. Such signage shall be installed and maintained at Tenant's sole cost. If any sign is exhibited by Tenant which Landlord has not approved, Landlord shall have the right to remove the same, and Tenant shall pay upon demand any and all expenses incurred by Landlord in such removal.

7. Parking. Tenant shall be entitled to park vehicles on the Premises and, on an unreserved, non-exclusive basis, to park no fewer than four (4) vehicles in those areas at the Entire Site designated as parking areas by Landlord.

8. Assignment and Subletting.

8.1. Landlord's Consent. Except as provided in Section 8.3 and Section 18.2, Tenant shall not sublet or rent the Premises, in whole or in part, or assign, transfer, mortgage or otherwise encumber this Lease, or permit the Premises to be used or occupied, in all or in part, by others without the prior written consent of the Landlord, not to be unreasonably withheld, conditioned or delayed. Notwithstanding that the prior express written permission of Landlord may have been obtained, the following shall apply: (i) In the event of an assignment, contemporaneously with the granting of Landlord's aforesaid consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefore along with Tenant; (ii) All terms and provisions of the Lease shall continue to apply after any such transaction; (iii) In any case where Landlord consents to an assignment, transfer, encumbrance or subletting, the undersigned Tenant shall nevertheless remain liable for the performance of all of the covenants, duties, and obligations of Tenant hereunder (including, without limitation, the obligation to pay all Rent and other sums herein provided to be paid), and Landlord shall be permitted to enforce the provisions of this instrument against the undersigned Tenant and/or any assignee without demand upon or proceeding in any way against any other person. Neither the consent by Landlord to any assignment, transfer, encumbrance or subletting nor the collection or acceptance by Landlord of rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or subletting; (iv) Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such

rent and other sums. In the event that Landlord consents to any assignment or subletting, it is specifically agreed and understood that one hundred percent (100%) of Fixed Rent, Additional Rent and/or lump sum assignment compensation or other compensation of any other type or nature which is received by Tenant in excess of sums due and payable under this Lease shall, after deducting Tenant's reasonable and documented out-of-pocket expenses incurred in procuring such assignment or subletting (the "Net Profits"), be considered Additional Rent due and payable from Tenant to Landlord hereunder. Such sums shall be received by Tenant in trust for the benefit of Landlord, and shall within ten (10) days be delivered to Landlord by Tenant. It is the purpose and intent of this Section 8.1 that the Net Profits received by Tenant shall be paid to Landlord within ten (10) days of Tenant's receipt of the same.

8.2. Submission of Information. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord: (i) the name and address of the proposed assignee or subtenant; (ii) a counterpart of the proposed agreement of assignment or sublease; (iii) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (iv) banking, financial or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (v) executed estoppel certificates from Tenant containing such information as provided in Section 34 herein; and (vi) any other information reasonably requested by Landlord.

8.3. Transfers to Related Entities. Notwithstanding anything in this Section 8 to the contrary, provided no Event of Default exists under this Lease or would exist but for the pendency of any applicable cure periods, Tenant may, without Landlord's consent, but after providing written notice to Landlord, assign this Lease or sublet all or any portion of the Premises to any Related Entity (as hereinafter defined), provided that (i) in the event of an assignment, such Related Entity assumes in full all of Tenant's obligations under this Lease; (ii) Landlord is provided with a counterpart of the fully executed agreement of assignment or sublease, and Tenant receives no compensation from the Related Entity in excess of sums due and payable under this Lease; (iii) Tenant remains liable under the terms of this Lease; (iv) such Related Entity is not a governmental entity or agency; (v) such Related Entity's use requirement does not materially differ from the permitted use described herein; and (vi) such Related Entity does not require additional services from Landlord other than those agreed to be provided by Landlord under the terms of this Lease and/or the Shared Facilities Agreement. "Related Entity" shall be defined as any entity or person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of the Tenant or an affiliate of Tenant. For the purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting interest in a partnership or limited liability company or voting securities of a corporation.

9. Compliance with Law, Etc.

9.1 Tenant's Compliance. Tenant shall throughout the Lease Term, at its sole expense, promptly comply in all material respects with all present and future laws and

regulations of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, which are applicable to Tenant's use of the Premises, construction or alterations thereon and/or business operations therefrom, or which are applicable to Tenant's use, construction or alterations of the Ancillary Easement Areas, and shall hold Landlord harmless from any fine, penalty or other charge that may be imposed as a result of any non-compliance with such laws by Tenant. If, after providing Tenant with notice and opportunity to cure as provided in Section 13, Landlord is required to correct any of Tenant's non-compliance, then Tenant shall be required to pay Landlord's costs therefor, such payment to be made within ten (10) days of Landlord's written demand. Tenant shall also comply with the reasonable rules and regulations promulgated by any insurance companies providing insurance at the Entire Site of which Tenant has prior written notice; should Tenant's operations at the Premises and/or the Ancillary Easement Areas, in violation of the permitted use hereunder, cause an increase in Landlord's insurance premiums, Tenant shall reimburse Landlord for the amount of such increase within ten (10) days of invoice from Landlord.

9.2 Landlord's Compliance. Landlord shall throughout the Lease Term, at its sole expense (except as set forth in the Shared Facilities Agreement) promptly comply in all material respects with all present and future laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, which are applicable to Landlord's use of the Ancillary Easement Areas, and shall hold Tenant harmless from any fine, penalty or other charge that may be imposed as a result of any non-compliance with such laws by Landlord. If, after providing Landlord with notice and opportunity to cure as provided in Section 13, Tenant is required or elects to correct any of Landlord's non-compliance, then Landlord shall be required to pay Tenant's costs therefor, such payment to be made within ten (10) days of Tenant's written demand.

10. Condition of the Premises; Alterations.

10.1 Condition of Premises. Tenant hereby agrees that it has examined the Premises and the Ancillary Easement Areas, is satisfied with the condition thereof, is not relying upon any information, warranty, or other statement by Landlord not specifically set forth in the Transaction Documents (as defined below) with respect to the Premises and the Ancillary Easement Areas, and hereby accepts the Premises and the Ancillary Easement Areas "as is" in all respects except as otherwise expressly set forth herein.

10.2 Alterations and Improvements. Except for the alterations and improvements described on and reasonably inferable from Exhibit E, for which no prior consent or approval is necessary, Tenant shall not make any alterations or improvements (i) in or to the Premises or the Ancillary Easement Areas having a total cost in excess of One Million and 00/100 Dollars ($1,000,000); or (ii) in or to any areas of the Entire Site beyond the Premises and the Ancillary Easement Areas, without the prior written consent of Landlord in each instance, Landlord agreeing not to unreasonably withhold, condition or delay its consent, provided if an affiliate of Landlord (other than Tenant) is engaged to design or manage the construction of such alterations or improvements, no such consent from Landlord shall be required. Whether or not approved by

Landlord, whether at the Commencement Date or at any other time during the Lease Term, such improvements or alterations shall be performed at the cost of Tenant. Prior to commencing any such work, Tenant shall deliver to Landlord complete and detailed plans and specifications therefor, for Landlord's approval, which approval Landlord agrees not to unreasonably withhold, condition or delay provided that Tenant's work has been properly planned and engineered so as not to materially and adversely lessen the structural integrity of any existing improvements on the Entire Site, so as not to overburden or overload any utility system servicing the Entire Site, and so as not to unreasonably interfere with other business operations at the Entire Site. Prior to commencing any work, whether or not consent is required or obtained, Tenant shall procure (or cause its contractor to procure) and deliver to Landlord comprehensive builder's risk "all risk" and commercial general liability and property damage insurance certificates, in accordance with the terms and conditions of Section 15. All alterations or improvements shall be performed and completed in a good and workmanlike manner and in accordance with all applicable laws. Tenant shall obtain all necessary permits and, at Landlord's option, shall submit to Landlord as-built drawings and/or lien waivers, as reasonably required by Landlord. Upon completion of all such alterations or improvements upon, on, over or under the Premises the same shall be the property of Tenant for the remainder of the Lease Term and upon Lease expiration or termination Tenant shall complete removal as set forth in Section 21 hereof so that the Premises shall be left by Tenant in substantially the same condition that the Premises were in as of the Commencement Date, ordinary wear and tear excepted. Upon completion of all such alterations or improvements upon, on, over or under the Ancillary Easement Areas, with the exception of the Special Tenant Owned Facilities (as defined below) which shall be the property of Tenant for the remainder of the Lease Term (upon Lease expiration or termination Tenant shall complete removal as set forth in Section 21 hereof), the same shall be the property of Landlord, subject to Tenant's rights to access, use and enjoy the same for the remainder of the Lease Term pursuant to this Lease. For the purposes of this Lease, the Special Tenant Owned Facilities shall mean, collectively (i) the electrical interconnection facilities built, altered or improved by Tenant upon, on, over or under any of the Ancillary Easement Areas, (ii) the oil pumps built, altered or improved by Tenant upon, on, over or under any of the Ancillary Easement Areas and (iii) the dike surrounding the liquid fuel tanks located within the areas designated as "GenConn Easement for Fuel Oil (on Pipe Rack & Above Ground)" on the Survey (the "Dike"). Upon Tenant's completion of the Dike, Landlord shall have the right to access, use and enjoy the same for the remainder of the Lease Term.

11. Landlord's Right of Entry. In addition to Landlord's entry rights under Section 1.3 hereof, Landlord and Landlord's authorized agents shall have the right, upon at least 24 hours prior written notice to enter upon the Premises from time to time during normal business hours together with an authorized representative of Tenant in order to inspect the same or for the purpose of showing the Premises to prospective purchasers, lessees or mortgagees, but this right shall be exercised in such a manner so as not to unreasonably interfere with Tenant's business operations or its use and enjoyment of the Premises. Landlord shall additionally have the right to enter the Premises at any time in the case of an emergency situation (i.e. where imminent danger

to person or property is manifest) and in such event will endeavor to provide Tenant with such prior notice, if any, as is reasonable under the circumstances.

12. Liens. Tenant will indemnify and save Landlord harmless from all mechanics' liens or damages arising with respect to the Premises and/or the Entire Site as a result of any work performed by Tenant and should any such lien be recorded, Tenant will within forty-five (45) days after such lien is recorded pay or bond and discharge same. Should any such lien be recorded and not be released or discharged, Landlord may, at Landlord's option (but without obligation so to pay or discharge such lien) and after fifteen (15) days notice to Tenant, pay and discharge any such lien, at the cost and expense of Tenant. Landlord's consent to the performance by Tenant of work on the Premises shall not be deemed consent to or permission for the liening of the Premises or the Entire Site by any of Tenant's contractors.

13. Default; Damages; Self Help.

13.1. Events of Default. Each of the following shall constitute an Event of Default by Tenant: (i) Tenant fails to pay Fixed Rent within fifteen (15) days after written notice from Landlord; (ii) Tenant fails to pay Additional Rent or any other sum payable by Tenant hereunder within thirty (30) days after written notice from Landlord; (iii) Tenant fails to observe or perform any other material term, condition or covenant herein binding upon or obligating Tenant within thirty (30) days after written notice from Landlord, provided, however, that if such failure cannot reasonably be cured within said thirty (30) day period then the period to cure the default shall be extended for as long as reasonably necessary (but in no event longer than one (1) year, provided such one (1) year period shall be extended by any period of delay encountered by Tenant as a result of an event of force majeure) to effectuate such cure, provided Tenant has commenced to cure the default within the thirty (30) day period (unless prevented by an event of force majeure), and diligently pursues such cure to completion; (iv) Tenant actually abandons the Premises (other than on a temporary basis as necessary as a result of any construction or remodeling or any casualty or condemnation or any event of force majeure); (v) Tenant makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises for all or substantially all of Tenant's assets is appointed; or (vi) Tenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and is not discharged by Tenant within ninety (90) days. For the purposes of subitem (iv) above, "abandonment" means any of the following shall have occurred: (x) the abandonment by the Tenant of the development, construction, operation or maintenance of Tenant's power plant and related facilities on the Premises for a period of more than one hundred eighty (180) consecutive days (other than as a result of force majeure, a taking or condemnation of any portion of the Premises or a casualty event), (y) the suspension of all or substantially all of the Tenant's activities with respect to its power plant and related facilities on the Premises, other than as the result of force majeure, a taking or condemnation of any portion of the Premises or a casualty event, for a period of more than one hundred eighty (180) consecutive days, or (z) any written acknowledgement by Tenant of a final decision to take any of the foregoing actions. Notwithstanding anything to the contrary,

if any of the foregoing events are attributable to any action, omission, breach or event of default of Landlord or any affiliate of Landlord (other than Tenant) under any agreement between Tenant or any affiliate of Tenant, on the one hand, and Landlord or such affiliate thereof, on the other hand, the same shall not be an Event of Default hereunder.

13.2. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord, at its option, may bring legal action against Tenant for Landlord's damages and pursue such equitable relief as may be appropriate under the circumstances including, but not limited to, seeking a decree of specific performance.

In addition to the foregoing remedies, upon the occurrence of an Event of Default, Landlord shall be entitled, but only following a second written notice to Tenant and Tenant's continued failure to cure (a) for fifteen (15) days after such second written notice, if the Event of Default arises under Section 13.1(i) or (ii) above; or (b) for thirty (30) days after such second notice, if the event the Event of Default arises under Section 13.1 (iii), (iv), (v) or (vi) above, to terminate this Lease and Tenant's right of possession of the Premises, and to re-enter and re-possess the Premises and remove all persons and effects therefrom, by summary proceedings, ejectment or other legal action, and to recover all damages to which Landlord is entitled under law, specifically including but without limitation, all of Landlord's actually and reasonably incurred third party out-of-pocket expenses of removing Tenant's property under Section 21 hereof, and all actually and reasonably incurred third party out-of-pocket expenses incurred by Landlord for repairs that were required to be done by Tenant hereunder. If Landlord elects to terminate this Lease, every obligation of the parties shall cease as of the date of such termination, except that Tenant shall remain liable for payment of Rent for the remaining Lease Term and for the performance of all other terms and conditions of this Lease to the date of termination, and both parties shall remain obligated to perform all other terms and conditions of this Lease which expressly survive termination hereof.

13.3. No Waiver. If either party shall institute proceedings against the other and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained. No waiver by either party of any breach shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent herein stipulated shall be deemed to be other than a payment on account of the earliest unpaid Rent, nor shall any endorsement or statement on any check or communication accompanying a check for the payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease.

13.4. Right of Landlord to Cure Tenant's Default. If an Event of Default shall occur, then Landlord may (but shall not be obligated to) make such payment or do such act to cure the Event of Default, and charge the amount of the expense thereof to Tenant. Such payment shall

be due and payable upon within ten (10) days of Landlord's written demand. Any such payment made by Landlord on Tenant's behalf shall bear interest until paid at the interest rate set forth in Section 24 of this Lease.

13.5. Right of Tenant to Cure Landlord's Default. If Landlord shall fail to perform any obligation hereunder, and such failure continues for a period of thirty (30) days after written notice from Tenant to Landlord (or such longer period as is reasonably necessary to cure such default, provided Landlord commences its cure within such thirty (30) day period and thereafter diligently pursues the same to completion), then Landlord shall be in default (a "Landlord Default") and Tenant may (but shall not be obligated to), take such actions as are reasonably necessary to perform Landlord's obligations. Landlord shall promptly reimburse Tenant for all of Tenant's reasonably and actually incurred expenses. Any such payment made by Tenant on Landlord's behalf shall bear interest until paid at the interest rate set forth in Section 24 of this Lease.

13.6. Tenant's Remedies. In addition to Tenant's rights under Section 13.5, in the event of a Landlord Default, Tenant shall, at its option, have the right to bring legal action against Landlord for Tenant's damages and pursue such equitable relief as may be appropriate under the circumstances including, but not limited to, seeking a decree of specific performance.

14. Limitation on Landlord's Liability; Indemnity.

14.1. Limitation on Landlord's Liability.

(A) Tenant shall look solely to Landlord's Equity Interest in the Entire Site (including without limitation rental payments hereunder) for recovery of any judgment from Landlord. For the purposes of this Lease, the phrase "Landlord's Equity Interest" shall mean an amount to equal the greater of (i) Landlord's actual equity interest in the Entire Site at such time or (ii) thirty-five percent (35%) of the fair market value of the Entire Site at such time; it being agreed that no partner (general or limited), associate, executor, participant, principal, agent, employee, executor, or other fiduciary, beneficiary, officer, or other person or entity in or of any partnership, association, joint venture, corporation or other entity, Trust, or Estate from time to time owning membership interests in Landlord shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant, except as provided by law or to the extent necessary to ensure that the full amount of the Landlord's Equity Interest is available to Tenant. The foregoing limitation of liability shall not apply to claims for damages arising from Landlord's or any of Landlord's affiliate's (other than Tenant) intentional misconduct or willful misconduct.

(B) With respect to any services to be furnished or obligations to be performed by Landlord to Tenant or Tenant to Landlord, the performing party shall never be responsible for failure to furnish or perform the same when (and the time for performance of the same shall be extended for such period as the performing party is) prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or, after exercising

all commercially reasonable efforts to obtain same, because of documented failure of supply or because of war or other recognized state of emergency.

(C) Under no circumstances whatsoever, shall Landlord or Tenant ever be liable under this Lease for consequential or special damages.

14.2. Tenant's Indemnity. In addition to Tenant's obligations under Section 36.2, to the maximum extent this Agreement may be made effective, Tenant agrees to indemnify and save Landlord harmless from and against all third-party claims for damage to property and injury to person arising in or about the Premises or the Entire Site to the full extent caused by any act or omission of Tenant, or Tenant's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant continues to occupy any part of the Premises. To the maximum extent this Agreement may be made effective, Tenant further agrees to indemnify and save Landlord harmless from and against any and all loss, cost, damage or expense incurred by Landlord to the full extent caused by Tenant's breach of its obligations hereunder, and/or to the full extent caused by any negligent or willful act or omission of Tenant, or Tenant's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant continues to occupy any part of the Premises, provided Tenant's obligation to indemnify Landlord for uninsured economic loss hereunder, as opposed to damage to property and injury to person, shall be limited to no more than One Million and 00/100 Dollars ($1,000,000) per occurrence giving rise to such economic loss and no more than Five Million and 00/100 Dollars ($5,000,000) in the aggregate over the entire Lease Term, in either case in total out-of-pocket payments (including deductibles and retainages). This indemnity and hold harmless agreement shall include indemnity against all reasonably and actually incurred costs, expenses and liabilities resulting from any claim or proceeding brought against Landlord as a result of any negligent or willful act or omission of Tenant, or Tenant's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant continues to occupy any part of the Premises, and the defense thereof with counsel reasonably acceptable to Landlord. Notwithstanding anything to the contrary herein, in no event shall the acts or omissions of Landlord or any Landlord affiliate(s) (other than Tenant), in either case, acting on Tenant's behalf or under a duty or obligation to Tenant, give rise to any uninsured Tenant indemnity obligation under this Lease.

14.3. Landlord's Indemnity. In addition to Landlord's obligations under Section 36.3, to the maximum extent this Agreement may be made effective, Landlord agrees to indemnify and save Tenant harmless from and against all third-party claims for damage to property and injury to person arising in or about the Premises or the Entire Site to the full extent caused by Landlord's breach of its obligations hereunder and/or by any negligent or willful act or omission of Landlord or Landlord's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant, with Landlord's consent, continues to occupy any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all reasonably and actually incurred costs, expenses and liabilities resulting from any such third-party claim or proceeding brought against Tenant as a result of any negligent or willful act

or omission of Landlord, or Landlord's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant, with Landlord's consent, continues to occupy any part of the Premises, and the defense thereof with counsel reasonably acceptable to Tenant.

15. Insurance.

15.1 Certain Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises or the Entire Site which would violate the terms and conditions of fire insurance policies covering the Entire Site, provided Tenant has been provided with an adequate opportunity to review complete copies of all such policies. Landlord will not do or permit to be done any act or thing upon the Entire Site which would violate the terms and conditions of fire insurance policies covering the Entire Site and/or the Premises, provided Landlord has been provided with an adequate opportunity to review complete copies of all such policies.

15.2. Landlord's Insurance. At all times during the Lease Term, Landlord will carry and maintain, at Landlord's expense, the following insurance coverages in the amounts and forms specified below:

(A) Commercial general liability insurance written on an occurrence basis, with minimum limits of $1,000,000 per occurrence, and $2,000,000 in the aggregate. All such insurance shall include, without limitation, coverage that extends to bodily injury (including death), property damage, personal injury, contractual liability coverage, broad form property damage, advertising injury, independent contractors, premises and operations, products and completed operations, cross liabilities/separation of insureds, mobile equipment, and no exclusions for X.C. & U.;

(B) Insurance covering all of Landlord's furniture and fixtures, machinery, equipment, stock and any other personal property owned by Landlord and found in, on or about the Entire Site to the extent the same affect Tenant's investment in the improvements on the Entire Site, in an amount not less than the full replacement cost. Property forms will provide coverage on an "all risk" basis. To the extent of any damage or destruction to the property of Landlord described in this paragraph 15.2(B) that Tenant uses or has the right to use pursuant to its Ancillary Rights, all policy proceeds will be used for the repair or replacement of the property damaged or destroyed (and such proceeds will be made available to Tenant for the repair or replacement of such property to the extent that Tenant is the party making such repairs or replacements pursuant to the terms of this Lease); however, if this Lease terminates under the provisions of Section 16 or Section 17 of this Lease, Landlord shall not be required to repair or replace said property;

(C) If Landlord has employees, leased employees, or temporary workers that will be on the Entire Site, then Landlord shall procure and maintain worker's compensation insurance insuring against and satisfying Landlord's statutory obligations and liabilities under the worker's compensation laws of the State of Connecticut, including without limitation employer's liability insurance in the limit of $1,000,000 aggregate;

(D) If Landlord operates owned, hired, or non-owned vehicles on the Entire Site, Landlord shall procure and maintain an automobile liability policy with limits of liability not less than $1,000,000 combined single limit that covers bodily injury and property damage;

(E) Excess Liability insurance coverage with a $20,000,000 limit that will respond excess of Landlord's underlying employer's liability (if applicable), commercial general liability, and automobile liability (if applicable) policies, with coverage no less broad than the underlying policies; and

(F) Such other insurance as Landlord reasonably determines from time to time.

15.3. Tenant's Insurance. At all times during the Lease Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below:

(A) Commercial general liability insurance, with a per occurrence limit of $1,000,000 and a $2,000,000 aggregate limit, written on an occurrence basis. All such insurance shall include, without limitation, coverage that extends to bodily injury (including death), property damage, personal injury, contractual liability, broad form property damage, advertising injury, independent contractors, premises and operations, products and completed operations, cross liabilities/separation of insureds, mobile equipment, and no exclusions for X.C. & U. Such insurance shall include waiver of subrogation rights against Landlord;

(B) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Premises, in an amount not less than the full replacement cost. Property forms will provide coverage on an "all risk" basis. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed, however, if this Lease terminates under the provisions of Section 16 or Section 17 of this Lease, Tenant shall not be required to repair or replace said property;

(C) If Tenant has employees, leased employees, or temporary workers that will be on the Premises, then Tenant shall procure and maintain worker's compensation insurance insuring against and satisfying Tenant's statutory obligations and liabilities under the worker's compensation laws of the State of Connecticut, including employer's liability insurance in the limit of $1,000,000 aggregate. Such insurance shall include waiver of subrogation rights against Landlord, its subsidiaries and affiliated companies;

(D) If Tenant operates owned, hired, or non-owned vehicles on the Premises, Tenant shall procure and maintain an automobile liability policy with limits of liability not less than $1,000,000 combined single limit that covers bodily injury and property damage;

(E) Excess liability insurance coverage with a $20,000,000 limit that will respond excess of Tenant's underlying employer's liability (if applicable), commercial general liability, and automobile liability (if applicable) policies, on a following form basis;

(F) Such other insurance as Tenant reasonably determines from time to time.

15.4. Forms of the Policies. Certificates of insurance will be delivered by each party to the other prior to Tenant's occupancy of the Premises and from time to time on or before the expiration of the term of each such policy. All policies maintained by either party will provide that they may not be terminated nor may coverage be reduced in a manner that adversely affects either the Landlord or Tenant except after thirty (30) days' prior written notice to the insured and additional insureds, provided however, ten (10) days' prior written notice shall be sufficient in the event any such termination is based on non-payment of premiums. The failure by either party to provide the other with certificates of insurance, or of the receiving party to insist upon certificates of insurance, shall not be deemed a waiver of any rights of the receiving party under this Lease or under any applicable lease amendment or extension.

15.5. Miscellaneous Insurance Requirements. All insurance required by Section 15 shall conform to the following requirements:

(A) Landlord, its parent company, subsidiaries and affiliates, as well as each of their respective officers, directors, managers, members, and employees, and Landlord's lenders as required by the terms of any financing agreements, shall be included as additional insured's on Tenant's commercial general liability, automobile liability (if applicable), and excess liability policies for injury or damage arising out of, resulting from, or in connection with Tenant's occupancy, maintenance or use of the Premises. The additional insured status noted in this Section 15.5(A) shall be specifically endorsed to Tenant's policies, and with respect to the commercial general liability policy shall be as broad as that provided by the ISO CG 20 10 11 85 endorsement form. A waiver of subrogation shall be provided pursuant to this written contract for all insureds and additional insureds with respect to each of the coverages noted in paragraph 15.3. The insurance coverages being maintained by Tenant pursuant to paragraph 15.3 shall be primary, without right of contribution with respect to any similar insurance being maintained by Landlord.

(B) The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits, and shall not be construed as a limitation of either parties' rights under the noted policies, or other policies being maintained by the relevant party. Each party is responsible for determining what additional coverage, terms or limits are required to perform this Lease and/or the Shared Facilities Agreement, even though those requirements may be in addition to, or excess of, the minimum requirements set forth herein.

(C) All insurance required under this Section 15 shall be issued by such good and reputable insurance companies qualified to do and doing business in the State of Connecticut and having a rating not less than A- VII as rated in the most current copy of A.M. Best's Insurance Report in the form customary to this locality, provided nothing herein shall be construed as preventing Tenant from utilizing a self-insured retention program.

(D) Tenant waives any and all rights to recover against the Landlord and its agents for any loss or damage to Tenant arising from any cause covered by any property insurance required to be carried by Tenant pursuant to this Section 15 or any other property insurance actually carried by Tenant to the extent of the limits of such policy. Tenant, from time to time as necessary, will cause its insurers to issue appropriate waiver of subrogation endorsements to all property insurance policies carried in connection with the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant, to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

16. Damage to Premises.

(A) In the event of any damage to the Premises or any improvements thereon or any portion thereof and/or to any of Tenant's property or facilities located within the Ancillary Easement Areas by fire, the elements, or other casualty, Tenant shall elect either: (i) to rebuild the Premises at its sole cost and expense, or (ii) to not rebuild the Premises, in which event Tenant shall notify Landlord in writing. Upon Tenant's election under subitem (ii) above, Landlord shall have the continuing right (but not the obligation) to terminate this Lease by written notice to Tenant, whereupon Tenant shall surrender the Premises and restore the same pursuant to Section 21, and Tenant shall have no further liability or obligations hereunder with respect to matters arising after such restoration and surrender. Unless Tenant notifies Landlord that it has elected to surrender the Premises as described in subitem (ii) above, Tenant will be deemed to have elected to repair and restore the Premises. Any repair, replacement or rebuilding shall be commenced within a reasonable time after the occurrence of the event causing such damage or destruction and the adjustment of insurance claims, if applicable, but in no event later than one hundred twenty (120) days after such occurrence, even though insurance claims may not have then been settled, and shall thereafter be diligently prosecuted to completion. Such 120-day period shall be extended as necessary due to delays in obtaining governmental approvals or due to an event of force majeure, Tenant agreeing to act diligently to overcome any such delay.

(B) If, at any time during the Term of this Lease, there is any damage, destruction or other property casualty to any of the improvements, facilities or equipment owned by Landlord and used or shared by Tenant that are located within the Ancillary Easement Areas, then Landlord shall use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injuries to persons or property and shall promptly repair or replace any such improvements, facilities or equipment.

(C) Whether or not any such damage renders the Premises untenantable in whole or in part, the Rent shall not abate hereunder, provided the same shall abate in the event such damage was caused by the intentional misconduct or willful misconduct of Landlord, its affiliate(s) (other than Tenant) or the employees, agents, contractors or representatives of the same.

17. Condemnation. If all of the Premises is taken by condemnation or any right of eminent domain, either party may terminate this Lease. Such right of termination shall be effectuated by a party giving written notice to the other party. If only a portion of the Premises or

any of the Ancillary Easement Areas is taken by condemnation or any right of eminent domain, Tenant shall initially determine whether or not it remains feasible to continue to operate for the permitted use under Section 5 (such determination to be made solely and exclusively by Tenant, acting in good faith). In this connection, it is understood that Landlord shall have the right but not the obligation to replace any Ancillary Easement Area(s) so taken with suitable alternative area(s), such suitability determination to be made solely and exclusively by Tenant, acting in good faith. If it remains feasible to continue to operate at the Premises, Tenant shall elect to terminate this Lease as to the portion of the Premises or the Ancillary Easement Area(s) so taken; if it is no longer feasible to operate at the Premises, Tenant shall elect to terminate this Lease in its entirety, whereupon Tenant shall surrender the Premises and restore the same pursuant to Section 21, and Tenant shall have no further liability or obligations hereunder with respect to matters arising after such restoration and surrender. Such right of termination shall be effectuated by Tenant giving written notice to Landlord. If Tenant elects only a partial termination and to continue this Lease with respect to the portion of the Premises and the Ancillary Easement Areas not so taken, (i) Fixed Rent and Additional Rent shall be equitably reduced in proportion to the adverse effect such taking has on Tenant's business operations and/or its use and enjoyment of the Premises and the Ancillary Easement Areas, (ii) Landlord shall promptly repair or replace any improvements, facilities or equipment used or shared by Tenant within the Ancillary Easement Areas to the extent affected or impaired by such condemnation so that the full use of such improvements, facilities or equipment are restored to the extent possible; and (iii) any resulting award shall be applied, first, to reimburse Landlord for the costs of such repair and/or replacements. Tenant shall have the right to participate in and receive damages and/or compensation for any and all takings affecting Tenant's investment in the improvements on the Premises and/or the Entire Site and no settlement of any condemnation award with respect to the Premises or any of Tenant's interests therein or in any improvements installed thereon or on the Entire Site shall be effective unless Tenant has been afforded the right to participate in the process. Upon any taking that results in termination of this Lease in whole or in part, both Landlord and Tenant shall be entitled to recover the value of their respective estates lost as a result of the taking.

18. Mortgages.

18.1. Fee Mortgage. Subject to and conditioned upon the terms and conditions hereinafter set forth and Landlord's delivery of the nondisturbance agreement(s) described, this Lease shall be subject and subordinate to any mortgage which is presently or which shall become a lien on the fee simple title to the Premises ("Fee Mortgage") and any renewals, modifications, replacements or extensions thereof (the holder of such mortgage, the "Fee Mortgagee"). No Fee Mortgage shall be deemed to include or constitute a mortgage, security interest, lien or other encumbrance on Tenant's interest under this Lease or on any of Tenant's personal property or any fixtures, furnishings or equipment on, in or under the Premises or the Ancillary Easement Areas, Landlord hereby acknowledging that only Tenant has the right and power to grant such interests. The non-disturbance agreement to be delivered by Landlord pursuant to the provisions of this section shall be an agreement in recordable form between Tenant and the Fee Mortgagee binding

on such Fee Mortgagee and Tenant and on all future holders of the Fee Mortgage, which shall be mutually-acceptable to such Fee Mortgagee and Tenant and shall provide in substance as follows:

18.1.1. for so long as Tenant (or any Leasehold Mortgagee, as hereinafter defined) shall perform all obligations of Tenant hereunder (within applicable notice and cure periods), neither such holder nor any other holder of such mortgage shall name or join Tenant as a party-defendant or otherwise in any suit, action or proceeding to enforce, nor will Tenant's rights under this Lease be disturbed or otherwise affected by enforcement of any rights given to any holder of such mortgage, pursuant to the terms, covenants or conditions contained in such mortgage or any other documents held by any holder or any rights given to any holder as a matter of law; and

18.1.2. if such holder of a mortgage to which this Lease is subordinate becomes Landlord hereunder, Tenant shall during the period such mortgagee holds such interest, attorn to such holder as Landlord, who shall, during such period (and only during such period), perform the obligations of Landlord under this Lease.

Notwithstanding the foregoing, this Lease shall have priority over any Fee Mortgage recorded after the Commencement Date and after recording of the Notice of Lease, unless the Fee Mortgagee thereof elects to obtain priority by executing a non-disturbance agreement acceptable to Tenant and as contemplated above.

18.2 Leasehold Mortgage. Tenant shall have the right at any time and from time to time to collaterally assign its interest in this Lease as security for indebtedness and/or to grant security interests in and/or mortgage the Tenant's personal property, furniture, fixtures or equipment on, in or under the Premises or the Ancillary Easement Areas and/or Tenant's leasehold interest under this Lease for the purposes of financing improvements, additions and/or alterations on, in or under the Premises or the Ancillary Easement Areas, subject, however, to the limitations hereinafter set forth. Any such collateral assignment and/or mortgage is hereinafter referred to as a "Leasehold Mortgage," and the mortgagee under a Leasehold Mortgage is referred to herein as a "Leasehold Mortgagee."

18.2.1. Notice to Landlord. No Leasehold Mortgagee shall be entitled to enjoy the rights or benefits mentioned herein, nor shall the provisions of this Lease pertaining to Leasehold Mortgages be binding upon Landlord, unless Tenant shall have given Landlord written notice of the name and address of the Leasehold Mortgagee.

18.2.2. Conditions. So long as such Leasehold Mortgage shall remain in effect, Landlord shall send a copy of any notice, including a notice of default, required to be sent to Tenant under this Lease to such Leasehold Mortgagee at the address for such Leasehold Mortgagee as previously given to Landlord. Notice to such Leasehold Mortgagee shall be given in the same manner as notices are given between Landlord and Tenant hereunder, and no notice by Landlord to Tenant hereunder shall be deemed binding upon the Leasehold Mortgagee unless and until a copy of thereof has been sent to the Leasehold Mortgagee. With respect to any notice of default, and notwithstanding anything to the contrary set forth in this Lease, Landlord shall not terminate

this Lease or interfere with the occupancy, use and enjoyment of the Premises, the Ancillary Rights or the Ancillary Easement Areas, provided that:

(a) if the notice of default relates to the payment of any installment of Rent, or other monetary obligation of Tenant hereunder, such Leasehold Mortgagee cures such default not later than thirty (30) days after receipt of such notice;

(b) if the notice of default relates to observing or performing any other covenant or condition to be observed or performed by Tenant hereunder, and such default can be cured by Leasehold Mortgagee without obtaining possession of the Premises, Leasehold Mortgagee remedies such default within forty-five (45) days after receipt of such notice, provided, however, that in the case of a default that cannot with diligence reasonably be cured within forty-five (45) days, Leasehold Mortgagee shall have such additional period as may be necessary to cure such default with diligence and continuity;

(c) if the notice of default relates to a default that can only be remedied by such Leasehold Mortgagee obtaining possession of the Premises, such Leasehold Mortgagee pays or causes to be paid all Rent and other amounts payable under this Lease during the period of time Leasehold Mortgagee is endeavoring to obtain possession, and Leasehold Mortgagee endeavors to obtain possession with diligence and continuity through a receiver or otherwise, and cures such default (requiring possession) within forty-five (45) days of obtaining possession, provided that in the case of a default that cannot with diligence be cured within such period of forty-five (45) days, such Leasehold Mortgagee shall have such additional period of time as reasonably required to cure such default.

18.2.3. New Lease. If this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights as the result of Tenant's insolvency, Landlord shall serve upon the Leasehold Mortgagee written notice that the Lease has been terminated together with a statement of any and all sums which would at that time be properly due under this Lease and the Shared Facilities Agreement but for such termination, and of all other defaults, if any, under this Lease and the Shared Facilities Agreement then known to Landlord. Such Leasehold Mortgagee or its designee shall thereupon have the option to obtain a new lease and a new shared facilities agreement upon the written request of the Leasehold Mortgagee within thirty (30) days after service of such notice that the Lease has been terminated, provided that the written notice from the Leasehold Mortgagee is accompanied by payment in full of all sums then properly due under this Lease and the Shared Facilities Agreement but for such termination. In such event, Landlord shall enter into a new lease of the Premises and new shared facilities agreement with such Leasehold Mortgagee, or its designee, on the following terms and conditions:

(a) Such new lease and new shared facilities agreement shall be effective on the date of termination of this Lease and shall be for the remainder of the Lease Term (including the right of the Leasehold Mortgagee or its assigns to exercise all remaining extension options) of this Lease, at the Rent and upon all the material

agreements, terms, covenants and conditions contained in the Lease and the Shared Facilities Agreement.

(b) Such new lease and new shared facilities agreement shall require the tenant to perform all unfulfilled obligations of Tenant under this Lease and the Shared Facilities Agreement which are susceptible of being performed by such tenant. Upon the execution of such new lease and new shared facilities agreement, the tenant named therein shall pay all additional sums which would at the time of the execution thereof be due under this Lease and the Shared Facilities Agreement but for such termination (including, without limitation, all accrued and unpaid Rent) and shall pay the reasonable expenses incurred by Landlord in connection with such defaults and termination, the recovery of possession of the Premises and the preparation, execution and delivery of such new lease and new shared facilities agreement.

18.2.4. Assignment by Leasehold Mortgagee. If any Leasehold Mortgagee shall acquire title to Tenant's interest under this Lease by foreclosure, assignment in lieu of foreclosure or otherwise, or under a new lease pursuant to this article, such Leasehold Mortgagee may assign such interest under this Lease or in such lease and shall thereupon be released from all liability for the performance or observance of the covenants, and conditions in this Lease or in such lease contained on Tenant's or Tenant's part to be performed and observed from and after the date of such assignment, provided, however, that the assignee from such Leasehold Mortgagee shall have expressly assumed this Lease or such lease and written evidence thereof shall have been submitted to Landlord.

18.2.5. Additional Modification and Instruments. In connection with the grant by Tenant of a Leasehold Mortgage or Tenant's financing or refinancing of the Premises from time to time, Landlord agrees (without cost to Landlord) to cooperate with Tenant in all reasonable ways in order to facilitate the closing of the related financing or re-financing.

18.2.6. Amendments to Lease. So long as any Leasehold Mortgage remains in effect, Landlord and Tenant shall not amend or modify any provisions of this Lease without the prior written consent of each Leasehold Mortgagee.

18.2.7. Leasehold Mortgagee's Liability. Leasehold Mortgagee shall have no liability under this Lease unless, and only to the extent, Leasehold Mortgagee acquires Tenant's leasehold title to the Premises. Subject to the provisions of Sections 18.2.2 and 18.2.3 hereof, if Leasehold Mortgagee acquires Tenant's leasehold title to the Premises it shall have no liability for the defaults, breaches, acts or omissions of any prior lessee hereunder, including any of the persons who executed this Lease as Tenant, and Leasehold Mortgagee shall only be responsible for the performance of Tenant's obligations that are attributable to the period during which it holds Tenant's leasehold title to the Premises.

19. Notices. All notices or demands, or exercise of options, given or required to be given hereunder shall be in writing, and shall be deemed delivered if enclosed in a wrapper, sent by United States certified mail, return-receipt requested, or by a nationally recognized overnight delivery service with proof of delivery, with proper postage prepaid, addressed to the party to be affected thereby, at the following address:

Landlord:	Devon Power LLC 211 Carnegie Center Princeton, NJ 08540
With a Copy to:	Peter Furniss General Counsel, Northeast Region NRG Energy, Inc. 211 Carnegie Center Princeton, NJ 08540
Tenant:	GenConn Devon LLC 157 Church Street P.O. Box 1564 New Haven, CT 06510
With Copies to:	Linda L. Randell, Esq. General Counsel and Corporate Secretary The United Illuminating Company 157 Church Street, P.O. Box 1564 New Haven, Connecticut 06506-0901
And	Susan J. Bryson, Esq. Wiggin and Dana LLP One Century Tower PO Box 1832 New Haven, CT 06508-1832

Either party may upon ten (10) days' prior written notice as provided for herein, designate a different address to which subsequent communications shall be sent.

20. Quiet Enjoyment. Upon compliance with the terms, conditions, covenants, agreement and provisions of this Lease to be performed by Tenant, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Lease Term and Landlord shall not hinder or molest Tenant's quiet enjoyment and use of the Premises nor allow any third-party claiming by, through or under Landlord to so molest or hinder the same.

21. Expiration/Hold Over. At the expiration or sooner termination of the Lease Term, Tenant will quit and surrender the Premises in substantially the same condition as of the Commencement Date, subject to reasonable wear and tear and comply with the provisions of this Section 21. At termination or expiration, Tenant shall assign or reassign to Landlord any and all permits which Landlord may have previously assigned to Tenant with respect to any Ancillary Rights hereunder but only to the extent such permits are assignable. At termination or expiration, Tenant shall remove all of its above grade and below grade fixtures, equipment, structures and all other above grade and below grade facilities and appurtenances from the Premises and the Ancillary Easement Areas, including, without limitation, all Chillers, Transformers, Generator Turbines, Protection and Control Devices, SCRs (Selective Catalytic Reactors), Emission Stacks, Unit 15-18 Power Control Modules, and all concrete equipment pads, provided, however, Tenant shall not (and shall have no obligation to) remove the Dike (as defined in Section 10.2) or the concrete pilings installed by Tenant on the Premises (collectively, the "Converted Ownership Property") and the Converted Ownership Property shall, upon termination or expiration of this Lease, become the property of Landlord in consideration of One Dollar ($1.00). Tenant shall repair any material damage to the Entire Site caused by such removal. If Tenant fails to so remove its facilities pursuant to the terms of this Section 21 and/or fails to repair the areas of the Entire Site which were damaged by Tenant, if any, Landlord may so remove and/or repair and Tenant shall be obligated to pay Landlord its reasonably and actually incurred third party out-of-pocket costs of such removal and repair, less any sums realized by Landlord in disposing of such property, provided however, Landlord shall exercise all commercially reasonable efforts to maximize the value of such disposed property. Notwithstanding the foregoing, to the extent that, pursuant to the Consent Agreement, Tenant is obligated to abandon in place certain facilities within certain Ancillary Easement Areas, Landlord acknowledges and agrees that Tenant may so abandon (rather than remove) such facilities. Tenant's obligation under this Section 21 shall survive expiration or termination of the Lease Term. Commencing six (6) months after the expiration or termination of this Lease and until Tenant shall have fully completed its removal and repair obligations under this Section, Tenant shall be considered as holding over at the Premises under this Section 21. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this Lease, and no tenancy of any duration shall be created thereby, provided, however, if Tenant does hold over, without creating any additional estate in Tenant, the then Fixed Rent during the holding over period shall be 125% of the Fixed Rent provided for in the Lease immediately prior to such holding over period for the first three (3) months of such holding over period, and thereafter 150% of the Fixed Rent provided for in this Lease immediately prior to such holding over period.

22. Control of the Entire Site. Except as set forth in the Shared Facilities Agreement, this Lease or any writing signed by Landlord, all automobile parking areas, driveways, walkways, entrances and exits thereto, and other facilities furnished by Landlord at the Entire Site (including without limitation the Ancillary Rights) shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable and non-discriminatory rules and regulations with respect to all facilities and areas mentioned in this Section 22, provided no such control, management, right,

rule or regulation shall materially interfere with or otherwise disrupt Tenant's business operations or use of the Premises. Except as set forth in the Shared Facilities Agreement, this Lease or any writing signed by Landlord, Landlord shall have the right to restrict parking by tenants, their officers, agents and employees to employee parking areas; to change traffic patterns, parking spaces and entrances and exits to the Entire Site; to build, remove, or modify existing buildings and structures at the Entire Site; to temporarily close all or any portion of the parking areas or facilities; to discourage non-customer parking; to tow and impound, at Tenant's expense, any improperly parked vehicles belonging to Tenant, or Tenant's officers, employees, agents or business invitees; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Landlord shall determine to be advisable. Except as set forth in the Shared Facilities Agreement, this Lease or any writing signed by Landlord, Landlord shall have the full right and authority to employ all personnel and to make all reasonable rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities of the Entire Site.

23. Effect of Lease on Exempt Wholesale Generator Status. The parties agree that this Lease is not intended to alter the Landlord's status as an Exempt Wholesale Generator ("EWG"), as defined by the Public Utility Holding Company Act of 2005, Pub. L. No. 109-58, 126 1-80. I 19 Stat. 594 (2005) and implemented by the Federal Energy Regulatory Commission ("FERC") in 18 C.F.R. § 366.7 (2008). However, the parties agree to amend this Lease should FERC or a successor governmental authority: (1) reduce the lease payments otherwise due under this Lease to a nominal sum; (2) direct that any lease payments be donated to charity; or (3) otherwise finds that this Lease is inconsistent with Landlord's EWG status. If such a determination is made, the parties agree to amend this Lease within thirty (30) days to make the Landlord whole for any lease payments that would otherwise be prohibited or required to be donated to charity, provided in no event shall Tenant be obligated to pay any amount in excess of all sums which would have been due from Tenant to Landlord had no such determination been made and, provided further, in no event shall any such amendment reduce or otherwise impair the Tenant's ability to enjoy the benefit of its bargain with respect to this Lease.

24. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received at the lesser of: (i) a floating rate equal to two percent (2.0%) over the prime rate of Citibank, N.A.; or (ii) the highest rate of interest permitted by law. Tenant shall pay such interest upon demand, and Landlord shall have the same rights and remedies for the non-payment by Tenant of such interest as Landlord has hereunder for the failure of Tenant to pay Fixed Rent.

25. Waiver of Trial by Jury; Waiver of Notice.

(A) The parties hereto hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and any emergency, statutory or other remedy.

(B) BECAUSE THIS IS A COMMERCIAL TRANSACTION AS SUCH IS DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, IN THE EVENT OF DEFAULT OF MONETARY OBLIGATIONS HEREUNDER, BOTH PARTIES ACKNOWLEDGE AND AGREE THAT AN ATTACHMENT OR A GARNISHMENT MAY BE ISSUED AGAINST THE DEFAULTING PARTY, WITHOUT ANY NOTICE AND HEARING TO DETERMINE WHETHER OR NOT THERE IS PROBABLE CAUSE TO SUSTAIN THE VALIDITY OF THE NON-DEFAULTING PARTY'S CLAIM. EACH PARTY AUTHORIZES THE ATTORNEY FOR THE NON-DEFAULTING PARTY TO ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT A COURT ORDER. THE TERMS OF THIS WAIVER ARE UNDERSTOOD BY BOTH PARTIES AND THIS WAIVER IS VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY MADE BY EACH PARTY.

26. Delivery of Lease; Integration. No rights are to be conferred upon Tenant until this Lease has been signed by Landlord, and an executed copy of the Lease has been delivered to Tenant. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant, or any agent or other representative thereof, are incorporated herein and in the Shared Facilities Agreement (collectively, the "Transaction Documents") and no prior representations, understandings or agreements from one party to the other with respect to the subject matter hereof except as set forth in the Transaction Documents shall be binding upon the parties. The terms hereof may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of either party shall alter, change or modify any of the provisions hereof.

27. Successors and Assigns. Subject to the terms hereof, all of the terms of this Lease shall inure to the benefit of and be binding upon the respective successors (and to the extent permitted hereunder) and assigns of the parties hereto.

28. Rules and Regulations. The rules and regulations appended to this Lease, if any, are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall, after notice and an opportunity to cure as provided in Section 13.1, constitute an Event of Default under the terms of this Lease. Landlord reserves the right, from time to time, to adopt or amend or supplement said rules and regulations and to reasonably adopt and promulgate additional rules and regulations applicable to the Premises and to the Entire Site. Notice of such additional rules and regulations and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with any observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall be reasonable and shall apply uniformly to the Entire Site and shall not materially interfere with or otherwise disrupt Tenant's business operations or use of the Premises.

29. Governing Law. This Lease shall be governed by the internal laws of the State of Connecticut.

30. No Brokerage. Each party warrants and represents that it has not dealt with any broker or other procuring or finding party in connection with the consummation of this Lease. In the event of any brokerage claims against a party to this Lease predicated upon the claimant's prior dealings with the other party to this Lease, the party which had such prior dealings agrees to defend and indemnify the other party to this Lease against any such claim.

31. Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Recording. Tenant shall not record this Lease, and any such recording will be an Event of Default hereunder. Each party shall, on the request of the other, execute a so-called notice of lease or short form lease in recordable form and complying with applicable law and reasonably satisfactory to Landlord's and Tenant's attorneys, a form of which is included as Exhibit F attached hereto and made a part hereof (the "Notice of Lease"). The Notice of Lease shall be recorded by Landlord and notice thereof provided to Tenant within twenty-four (24) hours of the execution of this Lease. The Survey shall be recorded with the Notice of Lease and the Notice of Lease shall further specify the Ancillary Rights and the Ancillary Easement Areas granted Tenant with respect to the Entire Site and the Reserved Premises Facilities and Reserved Easement Areas reserved by Landlord within the Premises. In no event shall such document set forth the rental or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

33. Survival. Unless otherwise stated with respect to specific obligations set forth herein, the obligations hereunder which first arise after termination or expiration of this Lease shall be of no further force or effect upon such termination or expiration of this Lease.

34. Estoppel Certificates. Tenant and Landlord agree that at any time and from time to time within thirty (30) days following written notice from the other that both will execute, acknowledge and deliver in recordable form a statement in writing certifying whether this Lease is in full force and effect and if it is in full force and effect, what modifications have been made to the date of the certificate and whether or not any Events of Default or offsets exist with respect to this Lease and if there are, and a summary of what they are claimed to be and setting forth the dates to which rent and other charges have been paid in advance, if any, and stating whether or not either party is in default and if so, summarizing what the default may be and stating the amount of security deposited with Landlord and stating the Commencement Date, the Rent Commencement Date (if known at such time) and the Expiration Date of the Lease. The failure

of either party to timely execute, acknowledge and deliver to said party a statement as above shall constitute an acknowledgement by said party that this Lease is unmodified and in full force and effect, without default, and the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of notice regarding such statement.

35. Power to Execute. The persons signing this Lease on behalf of Tenant and Landlord each individually certify that they have the full authority to execute the same on behalf of Tenant and Landlord, respectively, and that this Lease has been duly authorized, executed and delivered by Tenant and Landlord and is binding upon Tenant and Landlord in accordance with its terms.

36. Environmental.

36.1 Tenant hereby covenants and agrees (a) that it will not violate any Environmental Laws (as hereinafter defined) applicable to the Premises, the Ancillary Easement Areas and/or Entire Site or to any of Tenant's uses, operations and/or activities thereon; (b) that, except in the ordinary course of Tenant's business and in accordance with Environmental Laws, it will not use, store, generate or otherwise permit any Hazardous Materials (as hereinafter defined) in, on, at, or under the Premises, the Ancillary Easement Areas and/or the Entire Site except with the Landlord's written consent, such consent to be given or withheld in Landlord's reasonable discretion; (c) that it will not cause any release, leak, spill or, except in the ordinary course of Tenant's business and in compliance with Environmental Laws, discharge, or emission of Hazardous Materials in, at, on, or under the Premises, the Ancillary Easement Areas and/or the Entire Site; (d) to give notice to Landlord promptly upon acquiring actual knowledge of the presence of any Hazardous Materials in, on, at or under the Premises or the Ancillary Easement Areas (other than as permitted by this Section 36) or of any release, leak, discharge, spill, disposal or emission of Hazardous Materials in, on, at or under the Premises or the Ancillary Easement Areas (other than as permitted by this Section 36), with a full description thereof; (e) to give notice to Landlord promptly of any notice of violation or potential violation of any Environmental Laws received with respect to any portion of the Entire Site; and (f) to promptly comply with any governmental requirements relating to the investigation, removal, treatment, remediation or disposal of Hazardous Materials caused by or resulting from its actions, inactions and/or business operations at the Premises, the Ancillary Easement Areas and/or the Entire Site, and provide Landlord with satisfactory evidence of such compliance.

Landlord hereby covenants and agrees (i) that it will not violate any Environmental Laws applicable to the Premises, the Ancillary Easement Areas and/or Entire Site or to any of Landlord's uses, operations and/or activities at the Premises, the Ancillary Easement Areas and/or Entire Site; (ii) that, except in the ordinary course of Landlord's business and in accordance with Environmental Laws, it will not use, store, generate or, except for Historical Hazardous Materials (as hereinafter defined), otherwise permit any Hazardous Materials in, on, at, or under the Premises or the Ancillary Easement Areas except with Tenant's written consent, such consent to be given or withheld in Tenant's reasonable discretion; (iii) that it will not cause

or permit any release, leak, spill, disposal or, except in the ordinary course of Landlord's business and in accordance with Environmental Laws, discharge or emission of Hazardous Materials in, at, on, or under the Premises, the Ancillary Easement Areas, or the Entire Site; (iv) to give notice to the Tenant promptly upon acquiring actual knowledge of the presence of any Hazardous Materials in, on, at or under the Premises or the Ancillary Easement Areas (other than as permitted by this Section 36) or of any release, leak, discharge, spill, disposal or emission of Hazardous Materials in, on, at or under the Premises or the Ancillary Easement Areas (other than as permitted by this Section 36), with a full description thereof; (v) to give notice to Tenant promptly of any notice of violation or potential violation of any Environmental Laws received; and (vi) to promptly comply with any governmental requirements relating to the investigation, removal, treatment, remediation or disposal of Hazardous Materials caused by or resulting from its actions, inactions and/or business operations at the Entire Site, the Ancillary Easement Areas and/or the Premises, and provide Tenant with satisfactory evidence of such compliance.

36.2 Tenant covenants and agrees that it shall indemnify, hold harmless and defend Landlord and its successors and assigns as owner of the Premises, from and against any and all liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys', consultants' and experts' fees), causes of action, suit, claim, demand or judgment against Tenant, Landlord and/or the Premises and/or the Ancillary Easement Areas of any nature pertaining to a violation by Tenant of the covenants set forth in Section 36.1 and/or, subject to the Tenant's Liability Cap (as defined below) with respect to Historical Hazardous Materials, of any nature resulting from the existence of Hazardous Materials at, in, on or under the Premises and/or the Ancillary Easement Areas to the extent caused by any action, inaction, and/or business operations of Tenant, Tenant's agents, employees, contractors, invitees, subtenants, successors or assigns, provided, however, that such indemnification obligations shall not apply in the event Landlord or any Landlord affiliate(s) (other than Tenant) caused the event or circumstance giving rise to the indemnification. Notwithstanding anything to the contrary and subject only to the limitations on Tenant's liability set forth in Sections 14.1 and 14.2 and Section 36.4, nothing in this Lease shall be construed to waive, limit or otherwise impair Landlord's right to pursue any and all legal and equitable remedies with respect to any and all liabilities, losses, damages, claims, levies, fees, fines, costs and expenses (including, without limitation, reasonable attorneys', consultants' and experts' fees) arising out of the existence of Hazardous Materials at, in, on or under the Premises, the Ancillary Easement Areas and/or the Entire Site, regardless of the nature of the acts or omissions giving rise to the same and regardless of whether the same arises in tort or contract, at law or in equity.

36.3 Landlord covenants and agrees that it shall indemnify, hold harmless and defend Tenant and its successors and assigns, from and against any and all liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys', consultants' and experts' fees), causes of action, suit, claim, demand or judgment against Tenant, Landlord and/or the Premises, the Ancillary Easement Areas and/or the Entire Site of any nature pertaining to a violation by Landlord of the covenants set forth in Section 36.1 hereof and/or, subject to Tenant's express obligations under Section 36.4 with respect to Historical Hazardous Materials, of any nature

resulting from the existence of Hazardous Materials at, in, on or under the Premises, the Ancillary Easement Areas and/or the Entire Site to the extent caused by any negligent action, negligent inaction and/or negligent business operations of Landlord, Landlord's agents, employees, contractors, invitees, subtenants, successors or assigns. The foregoing indemnification shall not apply in the event Tenant or any Tenant affiliate caused the event or circumstance giving rise to the indemnification. Notwithstanding anything to the contrary and subject only to Section 14.1, nothing in this Lease shall be construed to waive, limit or otherwise impair Tenant's right to pursue any and all legal and equitable remedies with respect to any and all liabilities, losses, damages, claims, levies, fees, fines, costs and expenses (including, without limitation, reasonable attorneys', consultants' and experts' fees) arising out of the existence of Hazardous Materials at, in, on or under the Premises, the Ancillary Easement Areas and/or the Entire Site, regardless of the nature of the acts or omissions giving rise to the same and regardless of whether the same arises in tort or contract, at law or in equity.

36.4 Existing Hazardous Materials. Landlord acknowledges and agrees that, except as otherwise expressly set forth in this Section 36.4, Tenant's agreements as set forth above do not include or extend to Hazardous Materials located in, on, at, or under the Entire Site, the Premises or the Ancillary Easement Areas on or before the Commencement Date, whether or not the same are more particularly identified in the environmental reports listed on Exhibit G attached hereto and made a part hereof (the "Historical Hazardous Materials"), nor do Tenant's agreements include any Hazardous Materials which may become present in, on, at or under the Entire Site, the Premises and/or the Ancillary Easement Areas during the Lease Term and which are not introduced or otherwise proximately caused by Tenant or Tenant's agents, employees, contractors, invitees, subtenants, successors or assigns (with the Historical Hazardous Materials, collectively, the "Excluded Hazardous Materials"). However, Landlord and Tenant acknowledge that Tenant's construction, alterations, additions, maintenance and/or repair activities at the Entire Site, the Premises and/or the Ancillary Easement Areas may cause the discovery, disturbance and/or uncovering of or to Historical Hazardous Materials. To the extent that at any time during the Lease Term any such Tenant activities result in the need to remediate, monitor, treat, remove or otherwise mitigate Historical Hazardous Materials in, on, at or under the Entire Site, the Premises or the Ancillary Easement Areas in order to comply with Environmental Laws and but for Tenant's activities such work would not be presently required by Environmental Laws, Tenant at Tenant's sole expense shall be responsible for Landlord's costs of remediating, removing and/or reencapsulating all such Historical Hazardous Materials in, on, at or under the Entire Site, the Premises and/or Ancillary Easement Areas to the extent required and necessary so as to render the same in full conformity with applicable standards under Environmental Laws in light of the current use of the Premises or the Ancillary Easement Areas, including without limitation compliance with Landlord's existing obligations under the Connecticut Transfer Act to the extent Tenant's activities increase or otherwise modify such obligations, provided Tenant's total, cumulative liability for all such costs and expenses over the entire Lease Term that are not covered by insurance shall not exceed One Million and 00/100 Dollars ($1,000,000) (the "Tenant's Liability Cap"). Landlord shall use all commercially reasonable efforts to complete such remediation, removal and/or reencapsulation activities as quickly as possible to as to

prevent any material delay in the construction or operation of Tenant's improvements on the Premises and Tenant's use of the Ancillary Easement Areas. Tenant's obligations under this Section 36.4, subject to the Tenant's Liability Cap, include professional fees to the extent necessary to further investigate, characterize and/or define the disturbed or uncovered areas. In the event Tenant's costs and expenses with respect to Historical Hazardous Materials exceed the Tenant's Liability Cap, all costs and expenses associated with the Historical Hazardous Materials in excess of the Tenant's Liability Cap shall be borne solely by Landlord. Subject to the foregoing, Landlord, at Landlord's sole expense, shall comply with all applicable Environmental Laws with respect to the Excluded Hazardous Materials. In this connection, Tenant acknowledges that Landlord may, in its reasonable discretion, elect to place and record, against all or any portion of the Entire Site, one or more Environmental Land Use Restrictions ("ELURs") as permitted by applicable Environmental Laws. Such ELURs may include, without limitation, one or more of the following:

1. That the use of the Entire Site may be restricted to industrial or commercial activity;

2. That the groundwater at and under the Entire Site may not be utilized for drinking water purposes or for any other purposes which could expose persons on the Entire Site to the risk of exposure to contaminants; and/or

3. That contamination may be left in place under the existing buildings, or any expanded or new buildings, on the Entire Site, and/or that there shall be no activities which disturb the structural integrity of any engineering controls or other structures designed or utilized at the Entire Site to contain pollutants or limit human exposure to pollutants.

If Landlord elects to utilize any ELURs, Tenant agrees that it shall (i) subordinate this Lease and its interests in the Premises and the Ancillary Easement Areas to the ELURs, and promptly execute any such subordination agreement(s) as Landlord may reasonably request; (ii) use all commercially reasonable efforts to cause its Leasehold Mortgagee(s) to subordinate the Leasehold Mortgage(s) to any and/or all of the three (3) ELURs listed above, including causing such Leasehold Mortgagee(s) to execute such subordination agreement(s) with respect to the listed ELURs as Landlord may reasonably request; and (iii) use all commercially reasonable efforts to cause its Leasehold Mortgagee(s) to subordinate the Leasehold Mortgage(s) to any other reasonable and necessary ELURs, including using said commercially reasonable efforts to cause such Leasehold Mortgagee(s) to execute such subordination agreement(s) with respect to any other ELURs as Landlord may reasonably request. Landlord agrees not to utilize any ELURs which would prohibit or unreasonably interfere with Tenant's business activities from or use of the Premises and/or the Ancillary Easement Areas as permitted by this Lease.

As used in this Section 36, "Environmental Laws" means any and all present and future federal, state or local laws (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements of governmental authorities relating in any manner to the

environment (land, air and/or water) or to any Hazardous Materials. As used in this Section 36, "Hazardous Materials" means any and all present and/or future materials and/or substances which are in any way prohibited, controlled or regulated by, or are otherwise defined as hazardous, toxic or controlled under, any Environmental Law, including coal ash.

Notwithstanding anything to the contrary herein, in no event shall the acts or omissions of Landlord or any Landlord affiliate(s) (other than Tenant), in either case, acting on Tenant's behalf or under a duty or obligation to Tenant, give rise to any uninsured Tenant obligations or liabilities under Section 36.1 or Section 36.2.

Without limitation, the representations, covenants and obligations of each party as set forth in this Section 36 shall survive any expiration or termination of this Lease.

37. Intentionally Omitted.

38. Attorneys' Fees. If, as a result of any default of either party in its performance of any of the provisions of this Lease, the non-defaulting party uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to seek equitable remedies, as the case may be, the defaulting party shall reimburse the non-defaulting party for its reasonable attorneys' fees and expenses so incurred within thirty (30) days of the non-defaulting party's written demand.

39. Renewal Options.

39.1 Grant of Option and General Terms. Provided that (i) no material adverse change has occurred in Tenant's financial condition; (ii) this Lease is in full force and effect, and (iii) no Event of Default shall exist under this Lease, or would exist but for the pendency of any applicable cure periods either on the date Tenant exercises its Renewal Option (as hereinafter defined) or as of the effective date of each Renewal Term (as hereinafter defined), Tenant shall have the option to extend the term of this Lease for two (2) additional periods (collectively, the "Renewal Option") of ten (10) years each (the "First Renewal Term" and the "Second Renewal Term," which are collectively referred to as the "Renewal Term"). The Renewal Term shall be subject to all of the same terms and conditions contained in this Lease except that the Renewal Rent (as hereinafter defined) shall be as set forth below, and there shall be no further option to extend the Lease Term beyond the Second Renewal Term, except by mutual written agreement of the parties.

39.2 Renewal Rent. The Renewal Rent for each Renewal Term shall be an amount equal to the prevailing Market Rate. As used herein "Market Rate" shall mean (i) as to the First Renewal Term, the greater of the amount of Fixed Rent and Additional Rent payable hereunder during the last year of the initial Lease Term (said amount to be payable for each year of the First Renewal Term) or the then prevailing market rate rental applicable to the Premises; and (ii) as to the Second Renewal Term, the greater of the amount of Fixed Rent and Additional Rent payable hereunder during the last year of the First Renewal Term (said amount to be payable for each

year of the Second Renewal Term) or the then prevailing market rate rental applicable to the Premises.

39.3 Determination of Market Rate-First Renewal Term. The period of time commencing twelve (12) months prior to the Expiration Date and ending nine (9) months prior to the Expiration Date shall be the "First Renewal Notice Window." Landlord shall, within fifteen (15) days prior to the First Renewal Notice Window (time being of the essence), send Tenant a written notice indicating that the First Renewal Notice Window is approaching. Thereafter, Tenant shall, within the First Renewal Notice Window, send Landlord a preliminary expression of Tenant's willingness to renew this Lease (the "First Renewal Notice"). In the event Landlord has properly and timely delivered notice of the First Renewal Notice Window to Tenant and Tenant fails to timely send the First Renewal Notice (time being of the essence) this Section 39 shall be immediately and automatically null and void in all respects except by mutual written agreement of the parties. If the Landlord is late in delivering to Tenant written notice of the First Renewal Notice Window, the First Renewal Notice Window shall be extended by an amount of days equal to such delay in Landlord's notice to Tenant. Upon receipt of the First Renewal Notice, Tenant and Landlord shall negotiate in good faith in an effort to determine and mutually agree upon the Market Rate for the First Renewal Term. If Landlord and Tenant are unable to agree upon the Market Rate for the First Renewal Term on or before the date (the "Determination Date") which is six (6) months prior to the Expiration Date (the period between the First Renewal Notice and the Determination Date being referred to herein as the "Negotiation Period") as evidenced by written agreement executed by both Landlord and Tenant, then within five (5) days after the last day of the Negotiation Period Tenant may, by written notice to Landlord (the "Notice of Exercise"), irrevocably elect to exercise such Renewal Option. Tenant shall send the Notice of Exercise to Landlord stating (i) that Tenant is irrevocably exercising its right to extend for the First Renewal Term pursuant to this Section 39.3; and (ii) Landlord and Tenant shall be irrevocably bound by the determination of Market Rate set forth hereinafter in this Section 39.3, and if applicable, Section 39.5. If Tenant shall fail to timely deliver the Notice of Exercise on or before five (5) days after the last day of the Negotiation Period (time being of the essence), then Tenant shall have waived any right to exercise the Renewal Option and this Section 39 shall be immediately and automatically null and void in all respects, except by mutual written agreement of the parties. In the event any date referenced in this Section 39.3 falls on a day other than a business day, such date shall be deemed to be the next following business day.

In the event Tenant timely delivers the Notice of Exercise to Landlord, Landlord and Tenant shall each simultaneously present to the other party their final determinations of the Market Rate for the First Renewal Term (the "Final Offers") within fifteen (15) days after the last day of the Negotiation Period. If either party fails to timely deliver a Final Offer then Market Rate shall equal the other party's Final Offer. If the Market Rate as determined by the lower of the two (2) proposed Final Offers is not more than fifteen percent (15%) below the higher proposed Final Offer, then the Market Rate shall be determined by averaging the two (2) Final Offers.

If the difference between the lower of the two (2) proposed Final Offers is more than fifteen percent (15%) below the higher proposed Final Offer, then the Market Rate shall be determined by Baseball Arbitration (as hereinafter defined) in accordance with the procedure set forth in Section 39.5.

39.4 Determination of Market Rate-Second Renewal Term. The period of time commencing twelve (12) months prior to the expiration date of the First Renewal Term and ending nine (9) months prior to the expiration date of the First Renewal Term shall be the "Second Renewal Notice Window." Landlord shall, within fifteen (15) days prior to the Second Renewal Notice Window (time being of the essence), send Tenant a written notice indicating that the Second Renewal Notice Window is approaching. Thereafter, Tenant shall, within the Second Renewal Notice Window, send Landlord a preliminary expression of Tenant's willingness to renew this Lease (the "Second Renewal Notice"). In the event Landlord has properly and timely delivered notice of the Second Renewal Notice Window to Tenant and Tenant fails to timely send the Second Renewal Notice (time being of the essence) this Section 39.4 and Tenant's Renewal Option for the Second Renewal Term shall be immediately and automatically null and void in all respects, except by mutual written agreement of the parties. If the Landlord is late in delivering to Tenant written notice of the Second Renewal Notice Window, the Second Renewal Notice Window shall be extended by an amount of days equal to such delay in Landlord's notice to Tenant. Upon receipt of the Second Renewal Notice, Tenant and Landlord shall negotiate in good faith in an effort to determine and mutually agree upon the Market Rate for the Second Renewal Term. If Landlord and Tenant are unable to agree upon the Market Rate for the Second Renewal Term on or before the date (the "2nd Determination Date") which is six (6) months prior to the expiration date of the First Renewal Term (the period between the Second Renewal Notice and the 2nd Determination Date being referred to herein as the "2nd Negotiation Period") as evidenced by written agreement executed by both Landlord and Tenant, then within five (5) days after the last day of the 2nd Negotiation Period Tenant may, by written notice to Landlord (the "2nd Notice of Exercise"), irrevocably elect to exercise such Renewal Option. Tenant shall send the 2nd Notice of Exercise to Landlord stating (i) that Tenant is irrevocable exercising its right to extend for the Second Renewal Term pursuant to this Section 39.4; and (ii) Landlord and Tenant shall be irrevocably bound by the determination of Market Rate set forth hereinafter in this Section 39.4, and if applicable, Section 39.5. If Tenant shall fail to timely deliver the 2nd Notice of Exercise on or before five (5) days after the last day of the 2nd Negotiation Period (time being of the essence), then Tenant shall have waived any right to exercise the Renewal Option for the Second Renewal Term and this Section 39.4 shall be immediately and automatically null and void in all respects, except by mutual written agreement of the parties. In the event any date referenced in this Section 39.4 falls on a day other than a business day, such date shall be deemed to be the next following business day.

In the event Tenant timely delivers the 2nd Notice of Exercise to Landlord, Landlord and Tenant shall each simultaneously present to the other party their final determinations of the Market Rate for the Second Renewal Term (the "2nd Final Offers") within fifteen (15) days after the last day of the 2nd Negotiation Period. If either party fails to timely deliver a 2nd Final Offer

then Market Rate shall equal the other party's 2nd Final Offer. If the Market Rate as determined by the lower of the two (2) proposed 2nd Final Offers is not more than fifteen percent (15%) below the higher proposed 2nd Final Offer, then the Market Rate shall be determined by averaging the two (2) 2nd Final Offers.

If the difference between the lower of the two (2) proposed 2nd Final Offers is more than fifteen percent (15%) below the higher proposed 2nd Final Offer, then the Market Rate shall be determined by Baseball Arbitration in accordance with the procedure set forth in Section 39.5.

39.5 Baseball Arbitration. For all purposes of this Lease, Baseball Arbitration shall mean the following procedures:

(a) Within twenty (20) days after Landlord's receipt of Tenant's Notice of Exercise or 2nd Notice of Exercise, as applicable, Tenant and Landlord shall each select an arbitrator ("Tenant's Arbitrator" and "Landlord's Arbitrator," respectively) who shall be a qualified and impartial person licensed in the State of Connecticut as MAI appraiser with at least five (5) years of experience in real estate appraising.

(b) Landlord's Arbitrator and Tenant's Arbitrator shall name a third arbitrator, similarly qualified, within ten (10) days after the appointment of Landlord's Arbitrator and Tenant's Arbitrator.

(c) Said third arbitrator shall, after hearing whatever evidence the arbitrator reasonably deems appropriate from Landlord, Tenant and others, and obtaining any other information the arbitrator reasonably deems necessary in good faith, make its own determination of the Market Rate for the Premises as of the commencement of the Renewal Term (the "Arbitrator's Initial Determination") and thereafter select either Landlord's Final Offer or the Tenant's Final Offer (or the Tenant's 2nd Final Offer or the Landlord's 2nd Final Offer, as applicable), but no other, whichever is closest to the Arbitrator's Initial Determination (the "Final Determination"), such determination to be made within thirty (30) days and the market information upon which determinations are based shall be in writing and counterparts thereof shall be delivered to Landlord and Tenant within said thirty (30) day period. The arbitrator shall have no right or ability to vary the provisions of this Lease or to determine the Market Rate in any other manner. The Final Determination shall be binding upon the parties hereto.

(d) The costs and fees of the third arbitrator shall be paid by Landlord if the Final Determination shall be Tenant's Final Offer (or the Tenant's 2nd Final Offer, as applicable) or by Tenant if the Final Determination shall be Landlord's Final Offer (or the Landlord's 2nd Final Offer, as applicable).

(e) If Tenant fails to appoint Tenant's Arbitrator in the manner and within the time specified in Section 39.5, then the Market Rate for the Renewal Term shall be the Market Rate contained in the Landlord's Final Offer (or the Landlord's 2nd Final Offer, as applicable). If Landlord fails to appoint Landlord's Arbitrator in the manner and within the time specified in

Section 39.5 then the Market Rate for the Renewal Term shall be the Market Rate contained in the Tenant's Final Offer (or the Tenant's 2nd Final Offer, as applicable). If Tenant's Arbitrator and Landlord's Arbitrator fail to appoint the third arbitrator within the time and in the manner prescribed in Section 39.5, then Landlord and Tenant shall jointly and promptly apply to the local office of the American Arbitration Association for the appointment of the third arbitrator.

39.6 Personal Option. Except as otherwise set forth in this Section 39.6 and Section 18.2.3, this Renewal Option is personal with respect to Tenant. Any assignment or subletting, other than as permitted by Section 8.3 or Section 18.2 shall automatically terminate this Section 39 in all respects.

40. Cooperation. Landlord agrees that it will cooperate with the Tenant in all respects in furtherance of the development of the Premises. From time to time, Tenant may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof or impose additional costs or obligations on Landlord. Nothing contained in this Section 40 shall be construed as requiring Landlord to consent to any request by Tenant which would unreasonably restrict or interfere with any of Landlord's then present or then projected future business operations at the Entire Site. Tenant agrees that it will cooperate with the Landlord in all respects in furtherance of the development of the Entire Site. From time to time, Landlord may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Tenant will use all reasonable efforts to accommodate such requests and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof or impose additional costs or obligations on Tenant. Nothing contained in this Section 40 shall be construed as requiring Tenant to consent to any request by Landlord which would unreasonably restrict or interfere with any of Tenant's then present or then projected future business operations at or use of the Premises as permitted hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD:

DEVON POWER LLC

By: _____
Name: Peter G. Furniss
Its: Secretary
Hereunto Duly Authorized

TENANT:

GENCONN DEVON LLC

By: _____
Name: Anthony Marone
Its: President
Hereunto Duly Authorized

Exhibit A
Legal Description – Premises

That certain lease parcel containing 3.249 acres and being shown as "Proposed Lease Parcel" on a map entitled "Property Survey ALTA/ACSM Land Title Survey Proposed Genconn Lease Parcel Land of Devon Power LLC Devon Generating Station 732 Naugatuck Avenue Milford, Connecticut", by URS Corporation AES, scale 1"=50', dated March 2009, revised 4/16/09, said lease parcel being more particularly bounded and described as follows:

Commencing at a point marking the northwesterly corner of the herein described lease parcel, said point being located South 20° 37' 01" West, 928.50 feet from the northeasterly corner of land of Devon Power, LLC when measured through land of Devon Power, LLC;

Thence running South 83° 20' 00" East, 201.00 feet, South 02° 05' 00" East, 218.00 feet, South 16° 26' 00" West, 275.00 feet, South 11° 40' 00" West, 131.55 feet, North 84° 04' 13" West, 260.35 feet, North 24° 29' 00" East, 134.29 feet, North 16° 20' 00" East, 328.04 feet, North 73° 40' 00" West, 16.00 feet and North 08° 00' 00" East, 167.00 feet through land of Devon Power, LLC to the point and place of commencement.

Exhibit B
Legal Description – Entire Site

Those two parcels of land lying easterly of and adjoining the Housatonic River, westerly of and adjoining Naugatuck Avenue and northerly of and adjacent to Interstate 95 in the Town of Milford, County of New Haven and State of Connecticut, being shown as "Parcel 1" and "Parcel 2" on a map entitled "ALTA/ACSM Land Title Survey Property Survey-Devon Generating Station Separation Plan Showing Land to be Conveyed and Easements to be Reserved 732 Naugatuck Avenue Milford, Connecticut Scale 1" = 50' Date: November 1998", revised through 11-15-99, consisting of 4 Sheets made by URS Greiner Woodward Clyde, Inc., and filed in the Town Clerk's Office in the Town of Milford as Map Nos. AB2556A, AB2556B, AB2556C, and AB2556D. Said premises are more particularly bounded and described as follows:

PARCEL 1:

Commencing at an iron pin marking the northeasterly corner of the herein described parcel, land now or formerly of Richard J. Barrett, et al, and land now or formerly of the State of Connecticut; thence the following thirteen (13) courses and distances along said land now or formerly of the State of Connecticut: southwesterly following a curve to the left having a radius of 2,917.93 feet and an arc length of 530.51 feet to an iron pin; southwesterly following a curve to the left having a radius of 2,917.93 feet and an arc length of 500.00 feet to an iron pin; southeasterly again following a curve to the left having a radius of 2,917.93 feet and an arc length of 500.00 feet to an iron pin; thence N 82° 58' 53" E, 5.06 feet to an iron pin; southeasterly following a curve to the left having a radius of 2,912.93 feet and an arc length of 60.96 feet to an iron pin: S 16° 58' 07" E, 538.05 feet to an iron pin; southeasterly following a curve to the right having a radius of 637.42 feet and an arc length of 113.44 feet to an iron pin; N 87° 55' 01" E, 15.05 feet to an iron pin; southwesterly following a curve to the right having a radius of 652.42 feet and an arc length of 171.08 feet; southwesterly again following a curve to the right having a radius of 710.18 feet and an arc length of 13.03 feet to an iron pin; S 27° 35' 56" W, 448.49 feet to an iron pin marking the southeasterly corner of the herein described parcel; S 71° 17' 23" W, 400.00 feet to an iron pin; and S 71° 17' 23" W, 28 feet, more or less, to a point on the easterly high water line of the Housatonic River marking the southwesterly corner of the herein described parcel; thence northerly, westerly and northerly again 3,950 feet, more or less, along said easterly high water line of the Housatonic River to a point marking the northwesterly corner of the herein described parcel and said land now or formerly of Richard J. Barrett, et al; thence N 81° 44' 33" E, 20 feet, more or less, along said land now or formerly of Richard J. Barrett, et al to an iron pin; thence N 81° 44' 33" E, 460.00 feet again along said land now or formerly of Richard J. Barrett, et al, to the iron pin marking the point and place of commencement.

PARCEL 2:

Commencing at an iron pin marking the northwesterly corner of the herein described parcel, other land of The Connecticut Light and Power Company and land now or formerly of the State of Connecticut; thence the following three (3) courses and distances along said other land of The Connecticut Light and Power Company: N 81° 44' 33" E, 323.30 feet to an iron pin marking the northeasterly corner of the herein described parcel; S 62° 24' 27" E, 32.34 feet to an iron pin; and S 25° 22' 27" E, 98.65 feet to an iron pin; thence S 13° 10' 46" E, 139.33 feet again along said other land of The Connecticut Light and Power Company and along the westerly line of Naugatuck Avenue, partly by each, to a wood post, thence the following five (5) courses and distances along said westerly line of Naugatuck Avenue: S 21° 16' 33" E, 219.02 feet to a wood post; S 21° 50' 28" E, 188.31 feet to a wood post; S 17° 20' 10" E, 110.00 feet to an iron pin; S 3° 19' 00" W, 107.62 feet to an iron pin; and S 13° 53' 07" W, 90.00 feet to an iron pin; thence N 87° 04' 24" W, 249.15 feet along said westerly line of Naugatuck Avenue, land now or formerly of Francesco Piselli, et al, and along land now or formerly of Marc A. Gloeckner, partly by each, to an iron pin marking the northwesterly corner of said land now or formerly of Marc A. Gloeckner; thence S 5° 55' 36" W, 558.00 feet again along said land now or formerly of Marc A. Gloeckner, land now or formerly of Jerome Cimbak, Jr., et al, land now or formerly of Tzotzolakis Agamemnon, et al, land now or formerly of Phyllis A. Mastronardi and land now or formerly of Sophie H. Crown, partly by each, to an iron pin marking the southwesterly corner of said land now or formerly of Sophie H. Crown; thence S 87° 13' 24" E, 198.00 feet again along said land now or formerly of Sophie H. Crown and the westerly line of Naugatuck Avenue, partly by each, to an iron pin; thence S 07° 36' 17" W, 736.60 feet along said westerly line of Naugatuck Avenue to an iron pin marking the southeasterly corner of the herein described parcel and land now or formerly of Joseph B. Casey, et al; thence S 87° 52' 07" W, 169.40 feet along said land now or formerly of Joseph B. Casey, et al, to an iron pin marking the southwesterly corner of the herein described parcel, the northwesterly corner of said land now or formerly of Joseph B. Casey and said land now or formerly of the State of Connecticut; thence the following four (4) courses and distances along said land now or formerly of the State of Connecticut: northwesterly following a curve to the left having a radius of 743.17 feet and an arc length of 91.08 feet to an iron pin; N 16° 58' 07" W, 538.05 feet to an iron pin; northwesterly following a curve to the right having a radius of 2,807.18 feet and an arc length of 500.00 feet to an iron pin; northwesterly again following a curve to the right having a radius of 2,807.18 feet and an arc length of 500.00 feet to an iron pin; and northeasterly following a curve to the right having a radius of 2,807.18 feet and an arc length of 578.07 feet to the iron pin marking the point and place of commencement.

Together with the easements as set forth in the following:

1) Warranty Deed from Adeline A. Ober to The Connecticut Light and Power Company dated May 17, 1932 and recorded in Volume 146 at Page 325 of the Milford Land Records;

2) Quit Claim Deed from The Connecticut Light and Power Company to The New York, New Haven and Hartford Railroad Company dated February 9, 1932 and recorded in Volume 215 at Page 283 of the Milford Land Records;

3) Grant from The Connecticut Light and Power Company to the State of Connecticut, Department of Transportation, James F. Shugrue, Commissioner, dated March 22, 1978 and recorded in Volume 942 at Page 142 of the Milford Land Records; and

4) Quitclaim Deed from The Connecticut Light and Power Company to Devon Power LLC dated December 15, 1999 recorded in Volume 2386 at Page 686 of the Milford Land Records.

Exhibit C

Map entitled "Property Survey ALTA/ACSM Land Title Survey Proposed Genconn Lease Parcel Land of Devon Power LLC Devon Generating Station 732 Naugatuck Avenue Milford, Connecticut", by URS Corporation AES, scale 1"=50', dated March 2009, revised 4/16/09

Exhibit D
Pre-Approved Signage

Tenant shall be entitled to install its sign in the entrance gate area to the Entire Site, as well as at the entrance(s) to the Premises, provided all required permits are obtained.

Exhibit E
Initial Alterations and Improvements

The improvements as generally described in the Petition to the Connecticut Siting Council for a Declaratory Ruling to Approve the Installation of Four 50 MW Electric Generating Units at Devon Station Pursuant to Sections 16-50k and 16-50k(a) of the Connecticut General Statutes ("C.G.S.") and Sections 16-50j-38 to 16-50j-40 of the Regulations of Connecticut State Agencies ("R.C.S.A.") (Petition No. 843) – Approved January 24, 2008 (final and non-appealable), such other improvements as may be approved by the Siting Council, and improvements reasonably inferable from the Siting Council filings as necessary to achieve the construction and operation of the peaking generation facilities approved by the Siting Council.

Exhibit F
Form Notice of Lease

NOTICE OF INDENTURE OF LEASE AND GRANT OF EASEMENTS, dated as of April 24, 2009 by DEVON POWER LLC (the "Landlord") and GENCONN DEVON LLC the "Tenant").

W I T N E S S E T H :

Pursuant to Section 47-19, Connecticut General Statutes (Rev. 1958), Notice is hereby given that the Landlord and the Tenant have entered into an Indenture of Lease and Grant of Easements (the "Lease") containing in part the following terms:

1. Parties:

Landlord: Devon Power LLC
211 Carnegie Center
Princeton, NJ 08540
Attn: General Counsel, Northeast Region

Tenant: GenConn Devon LLC
c/o The United Illuminating Company
157 Church Street, P. O. Box 1564
New Haven, CT 06506-0901
Attn: Anthony Marone

2. Execution. The Lease was executed on April 24, 2009 ("Commencement Date").

3. Term and Extensions. The Lease has an initial term commencing on the Commencement Date and ending, unless sooner terminated as provided in the Lease, thirty (30) years after the Rent Commencement Date plus the partial month, if any, in which the Rent Commencement Date occurs. The "Rent Commencement Date" is defined as the earlier of the date Tenant commences business operations at the Premises (as defined below) or three (3) years after the Commencement Date. The Tenant has two (2) successive options to extend the initial term, each for ten (10) years, as more fully set forth in the Lease.

4. Premises. The premises leased to the Tenant under the Lease consists of that certain parcel of land, containing 3.249 acres, as more particularly described on Schedule A attached hereto and made a part hereof, together with the improvements and facilities located thereon (the "Premises"). The Premises form a portion of Landlord's property located at Naugatuck Avenue in the Town of Milford, County of New Haven and State of Connecticut, as

more particularly described on Schedule B attached hereto and made a part hereof (the "Entire Site").

5. Ancillary Easements. The Premises have been leased to Tenant together with a grant to Tenant of certain nonexclusive rights and easements on portions of the Entire Site (as more fully defined in the Lease, the "Ancillary Rights"), as more particularly set forth on Schedule C attached hereto and made a part hereof (the "Ancillary Easement Areas"). The Ancillary Rights include the right at Tenant's sole expense to install, replace, construct, operate, use, maintain and repair any and all facilities and related appurtenances within the respective Ancillary Easement Areas described in Schedule C attached hereto and as may be necessary to utilize such Ancillary Rights for their respective intended purposes, provided, however, that prior to exercising and during the exercise of any such rights Tenant shall comply with the provisions of Section 10.2 of the Lease. The Ancillary Rights include Tenant's right to enter upon the Ancillary Easement Areas in connection with the exercise of its other Ancillary Rights.

6. No Purchase Right. The Tenant does not have a right of first refusal or an option to purchase the Premises.

7. Reserved Easements. Landlord has reserved certain access and easement rights on the Premises, as more particularly described in the Lease.

8. Lease on File. Copies of the Lease are on file in the offices of the Landlord and the Tenant as set forth in Paragraph 1 above.

9. No Modification. This Notice of Indenture of Lease and Grant of Easements is executed and delivered pursuant to the Lease and shall not be construed as varying or modifying any of the terms or conditions of the Lease.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Instrument to be duly executed as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

LANDLORD:

DEVON POWER LLC

_____
Name:

By: _____
Name:
Title:
Hereunto Duly Authorized

_____
Name:

STATE OF :
: SS. April ____, 2009
COUNTY OF :

Before me, personally appeared _____, a _____ of DEVON POWER LLC, a Delaware limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such _____ and the free act and deed of such limited liability company, before me.

_____
Name:
Commissioner of the Superior Court
Notary Public
My Commission Expires:

TENANT:

GENCONN DEVON LLC

_____
Name:

_____
Name:

By: _____
Name:
Title:
Hereunto Duly Authorized

STATE OF :
: SS. April ____, 2009
COUNTY OF :

Before me, personally appeared _____, _____ of GENCONN DEVON LLC, a Connecticut limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such _____ and the free act and deed of such limited liability company, before me.

_____
Name:
Commissioner of the Superior Court
Notary Public
My Commission Expires:

SCHEDULE A

LEGAL DESCRIPTION OF THE PREMISES

SCHEDULE B

LEGAL DESCRIPTION OF ENTIRE SITE

SCHEDULE C

LISTING OF ANCILLARY EASEMENTS AND
REFERENCE TO RECORDED SURVEY(S) SHOWING SAME

Exhibit G

Listing of Existing Environmental Reports/Data

1. Phase I Environmental Site Assessment, Devon Station, Milford, Connecticut, prepared by Metcalf & Eddy, Inc. for Northeast Utilities Service Company dated March 1999.

2. Phase II Environmental Field Investigation Report prepared by Metcalf & Eddy, Inc. for Northeast Utilities Service Company dated April 1999.

3. Notice of Significant Hazard filed by Northeast Utilities System with the Connecticut Department of Environmental Protection dated November 12, 1998.

4. RCRA Closure Notice for Devon Station Service Impoundment filed by Northeast Utilities with the United States Environmental Protection Agency dated July 6, 1992.

5. Results of DEP Record Search performed by Murtha, Cullina, Richter & Pinney dated July 15, 1999.

6. Final Phase III Investigation Report prepared by Shaw Environmental, Inc. for Devon Power LLC dated November 25, 2008.

7. Remedial Action Plan - AOC2, AOC7 and AOC7A prepared by Shaw Environmental, Inc. for Devon Power LLC dated August 28, 2008.

8. 2006 Annual Status Report prepared by Shaw Environmental, Inc. for Devon Power LLC dated January 30, 2007.

9. Addendum to the Request to Modify RCRA Groundwater Sampling Program form Shaw Environmental, Inc. to the Connecticut Department of Environmental Protection dated October 9, 2008.

10. Request to Modify RCRA Groundwater Sampling Program from Shaw Environmental, Inc. to Connecticut Department of Environmental Protection dated March 13, 2008.

11. Results of soil sampling for samples collected January 20, 2009, prepared by Shaw Environmental, Inc.

INDENTURE OF LEASE AND GRANT OF EASEMENTS

BETWEEN

MIDDLETOWN POWER LLC
as Landlord

AND

GENCONN MIDDLETOWN LLC
as Tenant

Dated: April 24, 2009

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LIST OF EXHIBITS

Exhibit A	Legal Description – Premises
Exhibit B	Legal Description – Entire Site
Exhibit C	Reference to Survey of Entire Site Showing Premises, Ancillary Easement Areas, and Reserved Easement Areas
Exhibit D	Pre-Approved Signage
Exhibit E	Initial Alterations and Improvements
Exhibit F	Form Notice of Lease
Exhibit G	Listing of Existing Environmental Reports/Data

INDENTURE OF LEASE AND GRANT OF EASEMENTS

This Indenture of Lease and Grant of Easements ("Lease") is made as of this 24th day of April, 2009, by and between MIDDLETOWN POWER LLC, a Delaware limited liability company with an address of 21 Carnegie Center, Princeton, NJ 08540 ("Landlord") and GENCONN MIDDLETOWN LLC, a Connecticut limited liability company with an office and place of business at 157 Church Street, P.O. Box 1564, New Haven, CT 06510 ("Tenant").

1. Premises; Ancillary and Reserved Rights; Term.

1.1 The Premises. Upon and subject to the provisions of this Lease, Landlord hereby leases to Tenant and Tenant hereby takes from Landlord certain real property consisting of approximately 3.632 acres, together with all improvements and facilities located thereon, as more particularly bounded and described on Exhibit A attached hereto and made a part hereof (the "Premises"). The Premises form a portion of Landlord's property located in Middletown, Connecticut, together with all improvements and facilities thereon, as more particularly bounded and described on Exhibit B attached hereto and made a part hereof (the "Entire Site"). The Entire Site and the Premises are shown on that certain map or plan of the Entire Site as described on Exhibit C attached hereto and made a part hereof (the "Survey").

1.2 Ancillary Rights and Easements. The Premises are leased from Landlord to Tenant together with the following non-exclusive, ancillary rights and easements upon the Entire Site, which Landlord hereby grants to Tenant (collectively, the "Ancillary Rights," and the easement areas on the Entire Site over which Tenant may exercise such Ancillary Rights, all as shown on the Survey, are collectively referred to as the "Ancillary Easement Areas"):

(a) The right of vehicular ingress and egress and telecommunication and utility access to and from the Premises on and over the area designated as "GenConn Easement For Telecommunications And Site Access" as shown on the Survey, together with the right of telecommunications and utility access on and over the area designated as "GenConn Easement For 8 Foot Electrical Ductbank & Telecommunications" as shown on the Survey, together with the right of vehicular ingress and egress on and over the area designated as "GenConn Easement For Site Access (Roadway)" as shown on the Survey and the right of vehicular ingress and egress to and from the Premises upon, over and under all other existing or future paved or gravel roads, paths and areas located on the Entire Site and intended for use by vehicles;

(b) the right to discharge and treat waste water through the areas designated as "GenConn Easement #1 To Discharge To & Operate The Waste Water Treatment System," "GenConn Easement #2 To Discharge To & Operate The Waste Water Treatment System," and "GenConn Easement To Discharge To & Operate The Storm Water System & The Waste Water Treatment System" as shown on the Survey;

(c) the right to tie into and provide service water to the Premises on and through the areas designated as "GenConn Easement for 6" Service Water (Underground)", "GenConn Easement To Take Water From & Operate The Fire Protection And Service Water Systems", and "GenConn Easement for 6" Service Water (Underground") and 10" Fire Line (Underground)" as shown on the Survey;

(d) the right to tie into and provide natural gas to the Premises through the area designed as "Location of Fuel Delivery Point" as shown on the Survey;

(e) the right to tie into and utilize the fire protection system within the areas designated as "GenConn Easement To Take Water From & Operate The Fire Protection And Service Water Systems," "GenConn Easement For 10" Fire Line (Underground)" and "GenConn Easement for 6" Service Water (Underground) and 10" Fire Line (Underground)" as shown on the Survey;

(f) the right to transmit electrical power from the Premises through the area designated as "GenConn Easement for 8 Feet Electrical Ductbank & Telecommunications" as shown on the Survey;

(g) the right to transport fuel to the Premises on and over the area designated as "GenConn Easement for Fuel Dock Access" as shown on the Survey;

(h) the right to discharge and drain stormwater from the Premises through the areas designated as "GenConn Easement to Discharge To & Operate The Storm Water System & The Waste Water Treatment System" and as "GenConn Easement To Discharge To & Operate The Storm Water System" as shown on the Survey;

(i) the right to use the well and related appurtenances to provide water services to the Premises on, through and under the area shown as "GenConn Easement For Well Access For Service Water to Lease Parcel" as shown on the Survey, together with the right to install and utilize a water line and related appurtenances within said area and over the existing roadways at the Entire Site as necessary to provide such water service to the Premises. Although the easement hereby granted shall be considered presently effective in all respects, Tenant agrees that it shall not utilize such well (and that Landlord may continue to utilize the same) until such time, if any, as Tenant is unable to utilize any of the water system rights specified in paragraphs 1.2(c) and (e) above. Upon Tenant's inability to utilize any of such rights, this alternative easement for well access shall be automatically effective, and Tenant shall have the primary use of the well and the water that can be drawn therefrom. Landlord shall have secondary rights to use the well and any water that can be drawn therefrom, provided in no event shall Landlord's exercise of its secondary rights interfere with Tenant's power generation project or Tenant's water diversion permit or otherwise impair Tenant's full enjoyment of its primary rights to utilize this water system. Landlord further agrees to cooperate with Tenant in all respects to achieve an effective assignment of the applicable permits currently held by Landlord to draw water from said well; and

(j) expressly including all such temporary easements and temporary rights of way over the Entire Site as shall be reasonably necessary, from time to time, to construct, install, maintain, operate, repair and/or replace any and all facilities at the Premises and/or within the Ancillary Easement Areas.

Reference is made to the area designated as "GenConn Easement for GIS Building & Telecommunications" as shown on the Survey. It is understood that the easement with respect thereto and the rights and obligations of Landlord and Tenant with respect thereto (including without limitation Tenant's right to assign such easement to the Connecticut Light and Power Company) are set forth in a separate Switchyard Easement Agreement between Landlord and Tenant of even or near date herewith ("Switchyard Easement"). The Switchyard Easement will be recorded together with the Notice of Lease pursuant to Section 32 hereof. Tenant's rights under the Switchyard Easement shall also be construed to be Ancillary Rights for purposes of this Lease. The Ancillary Rights include the right at Tenant's sole expense to install, replace, construct, operate, use, maintain and repair any and all facilities and related appurtenances within the respective Ancillary Easement Areas as shown on the Survey and as may be necessary to utilize such Ancillary Rights for their respective intended purposes including, without limitation, fiber optic or telecommunications lines and wires, electric utility lines and wires, and other lines, conduits, pipes, wires, instruments and control and monitoring devices that may be necessary from time to operate, use, control, monitor, repair, replace or restore any facilities installed or used by Tenant on the Premises or within the Ancillary Easement Areas, provided, however, that prior to exercising and during the exercise of any such rights Tenant shall comply with the provisions of Section 10.2 hereof. The Ancillary Rights include Tenant's right to enter upon the Ancillary Easement Areas in connection with the exercise of its other Ancillary Rights. During the Lease Term (as hereinafter defined), Landlord reserves the right, at Landlord's sole expense to relocate any and/or all of the Ancillary Easement Areas and all facilities and related appurtenances located therein to other area(s) upon the Entire Site, provided, however, that (i) Landlord provides Tenant with at least thirty (30) days advance written notice prior to such relocation, (ii) Landlord reconnects, at Landlord's sole cost and expense, all facilities and related appurtenances affected by such relocation, and (iii) Landlord agrees that all such relocations shall be conducted in a manner so as not to materially interfere with or otherwise disrupt Tenant's business operations or use of the Premises as permitted hereunder. Prior to and as a condition of any such relocation, Landlord and Tenant shall, at Landlord's sole expense, execute a supplemental agreement confirming the relocated Ancillary Easement Area(s) and releasing the replaced Ancillary Easement Area(s), including amending the Survey and appropriately amending the Notice of Lease (as defined in Section 32 hereof). Subject to the foregoing, Landlord agrees that Tenant shall be entitled to the Ancillary Rights and related Ancillary Easement Areas for the entire Lease Term (as hereinafter defined), and that Landlord will take no action to materially interfere with or otherwise unreasonably disrupt Tenant's use and/or enjoyment of any Ancillary Rights necessary for Tenant's business operations or use of the Premises as permitted hereunder. The Ancillary Rights and Ancillary Easement Areas shall automatically terminate upon the expiration or sooner termination of the Lease Term.

Reference is made to (i) that certain Consent Agreement ("CL&P Consent Agreement") of even or near date herewith and by and among The Connecticut Light & Power Company ("CL&P"), Landlord and Tenant, wherein CL&P has consented to the improvements and operations contemplated by this Lease and within certain existing CL&P easement areas at the Entire Site, as more particularly set forth in the CL&P Consent Agreement and upon the terms and conditions set forth therein; and (ii) that certain Consent Agreement ("Algonquin Consent Agreement") of even or near date herewith and by and among Algonquin Gas Transmission Company ("Algonquin"), Landlord and Tenant, wherein Algonquin has consented to the improvements and operations contemplated by this Lease and within certain existing Algonquin easement areas at the Entire Site, as more particularly set forth in the Algonquin Consent Agreement and upon the terms and conditions set forth therein (the CL&P Consent Agreement and the Algonquin Consent Agreement being collectively referred to as the "Consent Agreements"). In connection with Tenant's construction, operation, maintenance, repair and/or replacement of Tenant's facilities, property, equipment and appurtenances at the Premises and the Ancillary Easement Areas Tenant agrees to be bound by, perform and comply with all of the terms, conditions and obligations imposed by the Consent Agreements. Of even or near date with the Algonquin Consent Agreement, Landlord has granted Algonquin an additional easement, defined as the "Third Easement" in the Algonquin Consent Agreement (the "Third Easement"). In exercising its rights under the Third Easement (including without limitation its consent rights), Landlord agrees to consult with Tenant and to act in all respects in a manner which recognizes and is consistent with Tenant's rights within Algonquin's easement areas as created by this Lease and as modified by the Algonquin Consent Agreement. Also within the Third Easement, Algonquin has agreed to indemnify Landlord with respect to certain matters, as more particularly set forth therein. To the extent Algonquin's activities and/or actions under the Third Easement cause damage or injury to Tenant, Landlord agrees to utilize all commercially reasonable efforts to recover against Algonquin and for the benefit of Tenant (and to pay to Tenant Tenant's share of such benefits so realized, i.e. either 100%, if Algonquin's actions damage solely Tenant, or equitability between Landlord and Tenant, if Algonquin's actions damage both Landlord and Tenant) to the full extent of the applicability of Algonquin's indemnity. Nothing contained herein shall limit Tenant from pursuing any claim it may have directly against Algonquin. If Landlord fails to prosecute its rights against Algonquin on Tenant's behalf, Tenant shall be entitled to do so, Landlord and Tenant agreeing that Tenant shall be construed as an assignee of Landlord within the meaning of Algonquin's indemnity.

1.3 Reserved Rights. It is further understood and agreed that Landlord reserves the right to continue to utilize and/or add to, either in common with Tenant or solely by Landlord, certain existing facilities (the "Reserved Premises Facilities") located on the Premises in connection with Landlord's ongoing business operations at the Entire Site, said facilities being located in or to be located in the various areas (the "Reserved Easement Areas") designated as "Rights Reserved To Middletown Power LLC" as shown on the Survey. Such reservation includes the right to enter upon the Premises as necessary to utilize and construct, maintain, repair, and/or replace the Reserved Premises Facilities within the Reserved Easement Areas. Landlord further reserves the right, at its sole expense, upon reasonable advance written notice to

Tenant, to relocate the Reserved Premises Facilities to other area(s) of the Premises or to other areas on the Entire Site and/or to utilize other areas of the Premises as may be necessary for Landlord's business operations from the Entire Site (such other areas of the Premises thus becoming Reserved Easement Areas), provided that all such relocations and utilizations shall be conducted in a manner so as not to materially interfere with or otherwise disrupt Tenant's business operations or use of the Premises as permitted hereunder. Upon any such relocation or addition to the Reserved Premises Facilities, Landlord and Tenant shall, at Landlord's sole expense, execute a supplemental agreement confirming the relocated, additional and/or released Reserved Easement Areas, including appropriate amendments to the Survey and the Notice of Lease. In the event that any work performed by or on behalf of Landlord results in any lien being filed on any portion of the Premises or the Ancillary Easement Areas, such lien will be the sole obligation and responsibility of Landlord. In the event any such lien holder claims any right or interest in or to the Premises or the Ancillary Easement Areas which would, if sustained, interfere with or impair Tenant's use and enjoyment of the Premises or the Ancillary Easement Areas (no such lien or claim being recognized or otherwise consented to hereunder), Landlord, at Landlord's sole expense, shall (i) enjoin (by appropriate equitable relief) such lien holder from interfering with or impairing Tenant's rights; or (ii) pay or bond and discharge same. If any such lien holder seeks to interfere with or otherwise impair Tenant's use and enjoyment of the Premises or the Ancillary Easement Areas and Landlord fails to successfully enjoin such action or pay or bond off the lien, Tenant may after fifteen (15) days' notice to Landlord pay and discharge any such lien, at the cost and expense of Landlord.

1.4 The Term. The term of this Lease shall commence on the date of this Lease as first set forth above (the "Commencement Date") and terminate on the date (the "Expiration Date") which is thirty (30) years after the Rent Commencement Date (as hereinafter defined), plus the partial month, if any, in which the Rent Commencement Date occurs (the "Lease Term" and the Lease Term as used throughout this Lease shall be deemed to include the initial term and any and all extensions or renewals thereof). Tenant shall have the option of extending the Lease Term for two (2) successive periods of ten (10) years each, subject to, and to be exercised in accordance with, Section 39 of this Lease. The term "Lease Year" as used herein shall mean each consecutive twelve (12) month period elapsing after: (1) the Commencement Date if the Commencement Date occurs on the first day of the month; or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of the month. Notwithstanding the foregoing, the first Lease Year shall include the additional days if any, between the Commencement Date and the first day of the month following the Commencement Date, in the event the Commencement Date does not occur on the first day of a month.

2. Rent and Taxes.

2.1 Fixed Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, at Landlord's address as first set forth above, or to such other person or at such other place as Landlord may from time to time designate during the Lease Term, a fixed rent ("Fixed

Rent") of Sixty Thousand and 00/100 Dollars ($60,000.00) per annum, at the rate of Five Thousand and 00/100 Dollars ($5,000.00) per month. Fixed Rent at the foregoing monthly rates shall be pro-rated, as necessary, to account for all partial months. Monthly installments of Fixed Rent shall be due and payable in equal and consecutive monthly installments on the first day of each calendar month, in advance during the Lease Term. As utilized herein, "Rent Commencement Date" shall mean the date which is the earlier to occur of (i) three (3) years after the Commencement Date; or (ii) the date Tenant commences business operations at the Premises as contemplated and permitted by Section 5 hereof (Tenant agreeing to utilize commercially reasonable efforts to commence business operations as soon as possible). Upon the occurrence of the Rent Commencement Date, Landlord and Tenant agree to confirm the Rent Commencement Date (and the corresponding Expiration Date) in writing.

2.2 Additional Rent and Taxes. Commencing on the Rent Commencement Date and throughout the Lease Term, Tenant shall promptly pay when due (i) all sums owing by Tenant under the Shared Facilities Agreement of even or near date herewith between Landlord and Tenant (the "Shared Facilities Agreement"), (ii) Tenant's share of the Entire Site Real Property Taxes (defined below), calculated based upon the "Tenant's SF Allocation" (as hereinafter defined); and (iii) all taxes separately assessed on Tenant's personal property, equipment, and/or improvements, including without limitation all sums due under any Tax Stabilization Agreement, or similar agreement, now or hereafter in effect with the City of Middletown or other applicable taxing authority (collectively, the "Additional Rent"). "Tenant's SF Allocation" shall mean 5.38%, calculated based on a fraction, the numerator of which is the square footage of the Premises (158,210 square feet) and the denominator of which is the square footage of the Entire Site (2,942,042 square feet). In addition, commencing on the Rent Commencement Date and throughout the Lease Term, Tenant shall pay or cause to be paid, prior to delinquency, subject to Tenant's right to contest: (a) income and net worth taxes assessed against Tenant or its affiliates (but not Landlord) or taxes in lieu of such income or net worth taxes; (b) all taxes and fees arising from any permits or approvals required to be issued in Tenant's name; (c) social security taxes, unemployment taxes or insurance, withholding or any other similar taxes arising from or measured by the wages of Tenant's employees; and (d) all sales, use or other excise taxes arising out of Tenant's purchase, provision or use of equipment or facilities incorporated in, or the construction of, Tenant's power plant and related equipment and facilities on the Premises. Landlord shall pay or cause to be paid, at least sixty (60) days prior to delinquency, subject to Landlord's right to contest: (aa) all property taxes assessed against the Entire Site and any real property improvements installed or constructed thereon (collectively, the "Entire Site Real Property Taxes") (subject to reimbursement by Tenant for Tenant's share of such Entire Site Real Property Taxes); and (bb) all taxes assessed against the personal property of Landlord, its affiliates (but not Tenant) or their employees. Landlord shall provide evidence to Tenant of its payment of such real and personal property taxes within ten (10) business days after the date such taxes are paid by Landlord. Landlord shall also pay or cause to be paid, prior to delinquency, subject to Landlord's right to contest: (x) income and net worth taxes assessed against Landlord or its affiliates (but not Tenant), or taxes in lieu of such income and net worth taxes; (y) all taxes and fees arising from any permits or approvals required to be issued in the name of Landlord or

one or more if its affiliates (but not Tenant); and (z) social security taxes, unemployment taxes or insurance, withholding or any other similar taxes arising from or measured by the wages of Landlord's employees. Landlord shall hold Tenant harmless from any cost, expense, fine, penalty or other charge that may be imposed as a result of Landlord's non-payment of taxes pursuant to this Section 2.2. If, after providing Landlord with notice and opportunity to cure as provided in Section 13 of this Lease, Tenant is required to or elects to pay any taxes on Landlord's behalf, then Landlord shall be required to pay Tenant's costs therefor, such payment to be made within ten (10) days of Tenant's written demand, or Tenant may elect to offset any or all such amounts against any Rent payable by Tenant hereunder or against any fees or charges payable by Tenant under the Shared Facilities Agreement or any replacement thereof. Notwithstanding the foregoing, Tenant shall only have offset rights hereunder and under the Shared Facilities Agreement with respect to (i) Entire Site Real Property Taxes; (ii) taxes assessed against the personal property of Landlord or its affiliates (other than Tenant); and (iii) any other tax obligation of Landlord or any affiliate of Landlord (other than Tenant), the nonpayment of which subjects Tenant to any fine or penalty or otherwise jeopardizes any material right or benefit enjoyed by Tenant hereunder and/or under the Shared Facilities Agreement.

2.3 General Provisions re Rent. Fixed Rent and Additional Rent shall be due and payable as set forth above without demand therefor and without abatement, counterclaim, deduction or setoff except as specifically provided in this Lease or in the Shared Facilities Agreement. Fixed Rent and the Additional Rent are sometimes collectively referred to in this Lease as "Rent."

3. Repairs and Maintenance. During the Lease Term, all repairs, both inside and outside, to the Premises which may be necessary, required or desirable to maintain the Premises, all buildings and other improvements located thereon, and all facilities within the Ancillary Easement Areas in a good order and condition (ordinary and reasonable wear and tear excepted, and it is further agreed that Tenant's maintenance obligation hereunder need only be consistent with the uses herein contemplated), all repairs and maintenance necessary or desirable (ordinary and reasonable wear and tear excepted) to the walls, roof, foundation and structural and non-structural parts of the improvements and facilities located on the Premises, including all pipes, mains, conduits, downspouts and mechanical equipment, in, upon or servicing the same, shall be performed and paid for by Tenant, except as otherwise contemplated by the Shared Facilities Agreement. Notwithstanding the foregoing, repairs and maintenance of the Reserved Premises Facilities which are utilized by both Landlord and Tenant and any facilities within the Ancillary Easement Areas which are utilized by both Landlord and Tenant shall be allocated among Landlord and Tenant as set forth in the Shared Facilities Agreement or, if not allocated in the Shared Facilities Agreement, shall be equitably allocated between Landlord and Tenant based on the degree of usage by each, as mutually agreed to by the parties. In addition, any Reserved Premises Facilities utilized solely by Landlord shall be solely Landlord's obligation to maintain and repair. Tenant shall repair and restore all areas of the Entire Site which Tenant disturbs in the exercise of its maintenance and repair obligations hereunder and/or in the exercise of its

rights under Section 1.2 hereof, Tenant shall keep the areas and walkways within and (if exclusive) appurtenant to the Premises free and clear of rubbish and debris and shall store its refuse and rubbish in areas to be designated by, and in accordance with reasonable schedules to be established by Landlord with prior written notice to Tenant. Tenant shall be responsible, at its expense, for refuse removal from the Premises. Tenant shall not commit waste and shall keep the Premises in a reasonably neat and clean condition at all times (taking into account the use of the Premises).

4. Utilities.

4.1. Services to the Premises. During the Lease Term, Tenant shall be responsible to connect, at Tenant's cost, all utility facilities and related appurtenances within the applicable Ancillary Easement Area and to and on the Premises necessary for the permitted use under Section 5 hereof.

4.2. Utility Charges. Commencing on the Rent Commencement Date Tenant shall pay all utility charges applicable to the Premises during the Lease Term to Landlord as Additional Rent (without any mark-up thereon) or directly to the applicable utility company, as directed by Landlord.

4.3. Interruption of Services. Landlord shall not be liable for any interruption in services or for any surges or interruption of electricity unless caused by the negligence or willful misconduct of Landlord.

5. Use of the Premises. The Premises shall be used only as a power plant, including ancillary uses relating thereto and reasonably necessary therefor, and for no other purpose. It is understood that except within the applicable Ancillary Easement Areas and except as may, from time to time, be reasonably and temporarily necessary or economically prudent during any construction, maintenance or upkeep on or related to the Premises, Tenant shall not be permitted to use any areas adjacent to the Premises, or any areas designated for parking purposes, for the storage of any materials used in connection with Tenant's business. Any unauthorized use of the Premises or areas adjacent to the Premises or areas designated for parking shall, after notice and an opportunity to cure as set forth in Section 13, constitute an Event of Default by Tenant under the terms of this Lease. All use of the Premises must be in compliance in all material respects with all reasonable and non-discriminatory rules and regulations promulgated for the Premises and/or the Entire Site by Landlord which may now or hereafter be in effect (provided such rules do not materially interfere with or otherwise disrupt the uses permitted hereunder) and of which Tenant has been given adequate notice and in compliance with all applicable laws, ordinances and regulations of all governmental or quasi-governmental authorities having jurisdiction over the Premises and/or the Entire Site.

6. Signage. Except for the exterior signage described on Exhibit D (which Landlord hereby approves), Tenant shall not install any exterior signage with respect to the Premises (including any interior signs visible from the exterior) without Landlord's prior written consent

and without first obtaining all required permits. Such signage shall be installed and maintained at Tenant's sole cost. If any sign is exhibited by Tenant which Landlord has not approved, Landlord shall have the right to remove the same, and Tenant shall pay upon demand any and all expenses incurred by Landlord in such removal.

7. Parking. Tenant shall be entitled to park vehicles on the Premises and, on an unreserved, non-exclusive basis, to park no fewer than four (4) vehicles in those areas at the Entire Site designated as parking areas by Landlord.

8. Assignment and Subletting.

8.1. Landlord's Consent. Except as provided in Section 8.3 and Section 18.2, Tenant shall not sublet or rent the Premises, in whole or in part, or assign, transfer, mortgage or otherwise encumber this Lease, or permit the Premises to be used or occupied, in all or in part, by others without the prior written consent of the Landlord, not to be unreasonably withheld, conditioned or delayed. Notwithstanding that the prior express written permission of Landlord may have been obtained, the following shall apply: (i) In the event of an assignment, contemporaneously with the granting of Landlord's aforesaid consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefore along with Tenant; (ii) All terms and provisions of the Lease shall continue to apply after any such transaction; (iii) In any case where Landlord consents to an assignment, transfer, encumbrance or subletting, the undersigned Tenant shall nevertheless remain liable for the performance of all of the covenants, duties, and obligations of Tenant hereunder (including, without limitation, the obligation to pay all Rent and other sums herein provided to be paid), and Landlord shall be permitted to enforce the provisions of this instrument against the undersigned Tenant and/or any assignee without demand upon or proceeding in any way against any other person. Neither the consent by Landlord to any assignment, transfer, encumbrance or subletting nor the collection or acceptance by Landlord of rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or subletting; (iv) Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such rent and other sums. In the event that Landlord consents to any assignment or subletting, it is specifically agreed and understood that one hundred percent (100%) of Fixed Rent, Additional Rent and/or lump sum assignment compensation or other compensation of any other type or nature which is received by Tenant in excess of sums due and payable under this Lease shall, after deducting Tenant's reasonable and documented out-of-pocket expenses incurred in procuring such assignment or subletting (the "Net Profits"), be considered Additional Rent due and payable from Tenant to Landlord hereunder. Such sums shall be received by Tenant in trust

for the benefit of Landlord, and shall within ten (10) days be delivered to Landlord by Tenant. It is the purpose and intent of this Section 8.1 that the Net Profits received by Tenant shall be paid to Landlord within ten (10) days of Tenant's receipt of the same.

8.2. Submission of Information. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord: (i) the name and address of the proposed assignee or subtenant; (ii) a counterpart of the proposed agreement of assignment or sublease; (iii) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (iv) banking, financial or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (v) executed estoppel certificates from Tenant containing such information as provided in Section 34 herein; and (vi) any other information reasonably requested by Landlord.

8.3. Transfers to Related Entities. Notwithstanding anything in this Section 8 to the contrary, provided no Event of Default exists under this Lease or would exist but for the pendency of any applicable cure periods, Tenant may, without Landlord's consent, but after providing written notice to Landlord, assign this Lease or sublet all or any portion of the Premises to any Related Entity (as hereinafter defined), provided that (i) in the event of an assignment, such Related Entity assumes in full all of Tenant's obligations under this Lease; (ii) Landlord is provided with a counterpart of the fully executed agreement of assignment or sublease, and Tenant receives no compensation from the Related Entity in excess of sums due and payable under this Lease; (iii) Tenant remains liable under the terms of this Lease; (iv) such Related Entity is not a governmental entity or agency; (v) such Related Entity's use requirement does not materially differ from the permitted use described herein; and (vi) such Related Entity does not require additional services from Landlord other than those agreed to be provided by Landlord under the terms of this Lease and/or the Shared Facilities Agreement. "Related Entity" shall be defined as any entity or person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of the Tenant or an affiliate of Tenant. For the purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting interest in a partnership or limited liability company or voting securities of a corporation.

9. Compliance with Law, Etc.

9.1 Tenant's Compliance. Tenant shall throughout the Lease Term, at its sole expense, promptly comply in all material respects with all present and future laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, which are applicable to Tenant's use of the Premises, construction or alterations thereon and/or business operations therefrom, or which are applicable to Tenant's use, construction or alterations of the Ancillary Easement Areas, and shall hold Landlord harmless from any fine, penalty or other charge that may be imposed as a result of any non-compliance with such laws by Tenant. If, after providing Tenant with notice and opportunity to cure as provided in Section 13, Landlord is required to correct any of Tenant's

non-compliance, then Tenant shall be required to pay Landlord's costs therefor, such payment to be made within ten (10) days of Landlord's written demand. Tenant shall also comply with the reasonable rules and regulations promulgated by any insurance companies providing insurance at the Entire Site of which Tenant has prior written notice; should Tenant's operations at the Premises and/or the Ancillary Easement Areas, in violation of the permitted use hereunder, cause an increase in Landlord's insurance premiums, Tenant shall reimburse Landlord for the amount of such increase within ten (10) days of invoice from Landlord.

9.2 Landlord's Compliance. Landlord shall throughout the Lease Term, at its sole expense (except as set forth in the Shared Facilities Agreement) promptly comply in all material respects with all present and future laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, which are applicable to Landlord's use of the Ancillary Easement Areas, and shall hold Tenant harmless from any fine, penalty or other charge that may be imposed as a result of any non-compliance with such laws by Landlord. If, after providing Landlord with notice and opportunity to cure as provided in Section 13, Tenant is required or elects to correct any of Landlord's non-compliance, then Landlord shall be required to pay Tenant's costs therefor, such payment to be made within ten (10) days of Tenant's written demand.

10. Condition of the Premises; Alterations.

10.1 Condition of Premises. Tenant hereby agrees that it has examined the Premises and the Ancillary Easement Areas, is satisfied with the condition thereof, is not relying upon any information, warranty, or other statement by Landlord not specifically set forth in the Transaction Documents (as defined below) with respect to the Premises and the Ancillary Easement Areas, and hereby accepts the Premises and the Ancillary Easement Areas "as is" in all respects except as otherwise expressly set forth herein.

10.2 Alterations and Improvements. Except for the alterations and improvements described on and reasonably inferable from Exhibit E, for which no prior consent or approval is necessary, Tenant shall not make any alterations or improvements (i) in or to the Premises or the Ancillary Easement Areas having a total cost in excess of One Million and 00/100 Dollars ($1,000,000); or (ii) in or to any areas of the Entire Site beyond the Premises and the Ancillary Easement Areas, without the prior written consent of Landlord in each instance, Landlord agreeing not to unreasonably withhold, condition or delay its consent, provided if an affiliate of Landlord (other than Tenant) is engaged to design or manage the construction of such alterations or improvements, no such consent from Landlord shall be required. Whether or not approved by Landlord, whether at the Commencement Date or at any other time during the Lease Term, such improvements or alterations shall be performed at the cost of Tenant. Prior to commencing any such work, Tenant shall deliver to Landlord complete and detailed plans and specifications therefor, for Landlord's approval, which approval Landlord agrees not to unreasonably withhold, condition or delay provided that Tenant's work has been properly planned and engineered so as not to materially and adversely lessen the structural integrity of any existing improvements on the Entire Site, so as not to overburden or overload any utility system servicing the Entire Site, and

so as not to unreasonably interfere with other business operations at the Entire Site. Prior to commencing any work, whether or not consent is required or obtained, Tenant shall procure (or cause its contractor to procure) and deliver to Landlord comprehensive builder's risk "all risk" and commercial general liability and property damage insurance certificates, in accordance with the terms and conditions of Section 15. All alterations or improvements shall be performed and completed in a good and workmanlike manner and in accordance with all applicable laws. Tenant shall obtain all necessary permits and, at Landlord's option, shall submit to Landlord as-built drawings and/or lien waivers, as reasonably required by Landlord. Upon completion of all such alterations or improvements upon, on, over or under the Premises the same shall be the property of Tenant for the remainder of the Lease Term and upon Lease expiration or termination Tenant shall complete removal as set forth in Section 21 hereof so that the Premises shall be left by Tenant in substantially the same condition that the Premises were in as of the Commencement Date, ordinary wear and tear excepted. Upon completion of all such alterations or improvements upon, on, over or under the Ancillary Easement Areas, with the exception of the Special Tenant Owned Facilities (as defined below) which shall be the property of Tenant for the remainder of the Lease Term (upon Lease expiration or termination Tenant shall complete removal as set forth in Section 21 hereof), the same shall be the property of Landlord, subject to Tenant's rights to access, use and enjoy the same for the remainder of the Lease Term pursuant to this Lease. For the purposes of this Lease, the Special Tenant Owned Facilities shall mean, collectively (i) the electrical interconnection facilities built, altered or improved by Tenant upon, on, over or under any of the Ancillary Easement Areas, (ii) the oil pumps built, altered or improved by Tenant upon, on, over or under any of the Ancillary Easement Areas and (iii) the dike surrounding the liquid fuel tanks located within the areas designated as "GenConn Easement for Fuel Oil (on Pipe Rack & Above Ground)" on the Survey (the "Dike"). Upon Tenant's completion of the Dike, Landlord shall have the right to access, use and enjoy the same for the remainder of the Lease Term.

11. Landlord's Right of Entry. In addition to Landlord's entry rights under Section 1.3 hereof, Landlord and Landlord's authorized agents shall have the right, upon at least 24 hours prior written notice to enter upon the Premises from time to time during normal business hours together with an authorized representative of Tenant in order to inspect the same or for the purpose of showing the Premises to prospective purchasers, lessees or mortgagees, but this right shall be exercised in such a manner so as not to unreasonably interfere with Tenant's business operations or its use and enjoyment of the Premises. Landlord shall additionally have the right to enter the Premises at any time in the case of an emergency situation (i.e. where imminent danger to person or property is manifest) and in such event will endeavor to provide Tenant with such prior notice, if any, as is reasonable under the circumstances.

12. Liens. Tenant will indemnify and save Landlord harmless from all mechanics' liens or damages arising with respect to the Premises and/or the Entire Site as a result of any work performed by Tenant and should any such lien be recorded, Tenant will within forty-five (45) days after such lien is recorded pay or bond and discharge same. Should any such lien be recorded and not be released or discharged, Landlord may, at Landlord's option (but without

obligation so to pay or discharge such lien) and after fifteen (15) days notice to Tenant, pay and discharge any such lien, at the cost and expense of Tenant. Landlord's consent to the performance by Tenant of work on the Premises shall not be deemed consent to or permission for the liening of the Premises or the Entire Site by any of Tenant's contractors.

13. Default; Damages; Self Help.

13.1. Events of Default. Each of the following shall constitute an Event of Default by Tenant: (i) Tenant fails to pay Fixed Rent within fifteen (15) days after written notice from Landlord; (ii) Tenant fails to pay Additional Rent or any other sum payable by Tenant hereunder within thirty (30) days after written notice from Landlord; (iii) Tenant fails to observe or perform any other material term, condition or covenant herein binding upon or obligating Tenant within thirty (30) days after written notice from Landlord, provided, however, that if such failure cannot reasonably be cured within said thirty (30) day period then the period to cure the default shall be extended for as long as reasonably necessary (but in no event longer than one (1) year, provided such one (1) year period shall be extended by any period of delay encountered by Tenant as a result of an event of force majeure) to effectuate such cure, provided Tenant has commenced to cure the default within the thirty (30) day period (unless prevented by an event of force majeure), and diligently pursues such cure to completion; (iv) Tenant actually abandons the Premises (other than on a temporary basis as necessary as a result of any construction or remodeling or any casualty or condemnation or any event of force majeure); (v) Tenant makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises for all or substantially all of Tenant's assets is appointed; or (vi) Tenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and is not discharged by Tenant within ninety (90) days. For the purposes of subitem (iv) above, "abandonment" means any of the following shall have occurred: (x) the abandonment by the Tenant of the development, construction, operation or maintenance of Tenant's power plant and related facilities on the Premises for a period of more than one hundred eighty (180) consecutive days (other than as a result of force majeure, a taking or condemnation of any portion of the Premises or a casualty event), (y) the suspension of all or substantially all of the Tenant's activities with respect to its power plant and related facilities on the Premises, other than as the result of force majeure, a taking or condemnation of any portion of the Premises or a casualty event, for a period of more than one hundred eighty (180) consecutive days, or (z) any written acknowledgement by Tenant of a final decision to take any of the foregoing actions. Notwithstanding anything to the contrary, if any of the foregoing events are attributable to any action, omission, breach or event of default of Landlord or any affiliate of Landlord (other than Tenant) under any agreement between Tenant or any affiliate of Tenant, on the one hand, and Landlord or such affiliate thereof, on the other hand, the same shall not be an Event of Default hereunder.

13.2. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord, at its option, may bring legal action against Tenant for Landlord's damages and pursue

such equitable relief as may be appropriate under the circumstances including, but not limited to, seeking a decree of specific performance.

In addition to the foregoing remedies, upon the occurrence of an Event of Default, Landlord shall be entitled, but only following a second written notice to Tenant and Tenant's continued failure to cure (a) for fifteen (15) days after such second written notice, if the Event of Default arises under Section 13.1(i) or (ii) above; or (b) for thirty (30) days after such second notice, if the event the Event of Default arises under Section 13.1 (iii), (iv), (v) or (vi) above, to terminate this Lease and Tenant's right of possession of the Premises, and to re-enter and re-possess the Premises and remove all persons and effects therefrom, by summary proceedings, ejectment or other legal action, and to recover all damages to which Landlord is entitled under law, specifically including but without limitation, all of Landlord's actually and reasonably incurred third party out-of-pocket expenses of removing Tenant's property under Section 21 hereof, and all actually and reasonably incurred third party out-of-pocket expenses incurred by Landlord for repairs that were required to be done by Tenant hereunder. If Landlord elects to terminate this Lease, every obligation of the parties shall cease as of the date of such termination, except that Tenant shall remain liable for payment of Rent for the remaining Lease Term and for the performance of all other terms and conditions of this Lease to the date of termination, and both parties shall remain obligated to perform all other terms and conditions of this Lease which expressly survive termination hereof.

13.3. No Waiver. If either party shall institute proceedings against the other and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained. No waiver by either party of any breach shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent herein stipulated shall be deemed to be other than a payment on account of the earliest unpaid Rent, nor shall any endorsement or statement on any check or communication accompanying a check for the payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease.

13.4. Right of Landlord to Cure Tenant's Default. If an Event of Default shall occur, then Landlord may (but shall not be obligated to) make such payment or do such act to cure the Event of Default, and charge the amount of the expense thereof to Tenant. Such payment shall be due and payable upon within ten (10) days of Landlord's written demand. Any such payment made by Landlord on Tenant's behalf shall bear interest until paid at the interest rate set forth in Section 24 of this Lease.

13.5. Right of Tenant to Cure Landlord's Default. If Landlord shall fail to perform any obligation hereunder, and such failure continues for a period of thirty (30) days after written notice from Tenant to Landlord (or such longer period as is reasonably necessary to cure such

default, provided Landlord commences its cure within such thirty (30) day period and thereafter diligently pursues the same to completion), then Landlord shall be in default (a "Landlord Default") and Tenant may (but shall not be obligated to), take such actions as are reasonably necessary to perform Landlord's obligations. Landlord shall promptly reimburse Tenant for all of Tenant's reasonably and actually incurred expenses. Any such payment made by Tenant on Landlord's behalf shall bear interest until paid at the interest rate set forth in Section 24 of this Lease.

13.6. Tenant's Remedies. In addition to Tenant's rights under Section 13.5, in the event of a Landlord Default, Tenant shall, at its option, have the right to bring legal action against Landlord for Tenant's damages and pursue such equitable relief as may be appropriate under the circumstances including, but not limited to, seeking a decree of specific performance.

14. Limitation on Landlord's Liability; Indemnity.

14.1. Limitation on Landlord's Liability.

(A) Tenant shall look solely to Landlord's Equity Interest in the Entire Site (including without limitation rental payments hereunder) for recovery of any judgment from Landlord. For the purposes of this Lease, the phrase "Landlord's Equity Interest" shall mean an amount to equal the greater of (i) Landlord's actual equity interest in the Entire Site at such time or (ii) thirty-five percent (35%) of the fair market value of the Entire Site at such time; it being agreed that no partner (general or limited), associate, executor, participant, principal, agent, employee, executor, or other fiduciary, beneficiary, officer, or other person or entity in or of any partnership, association, joint venture, corporation or other entity, Trust, or Estate from time to time owning membership interests in Landlord shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant, except as provided by law or to the extent necessary to ensure that the full amount of the Landlord's Equity Interest is available to Tenant. The foregoing limitation of liability shall not apply to claims for damages arising from Landlord's or any of Landlord's affiliate's (other than Tenant) intentional misconduct or willful misconduct.

(B) With respect to any services to be furnished or obligations to be performed by Landlord to Tenant or Tenant to Landlord, the performing party shall never be responsible for failure to furnish or perform the same when (and the time for performance of the same shall be extended for such period as the performing party is) prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or, after exercising all commercially reasonable efforts to obtain same, because of documented failure of supply or because of war or other recognized state of emergency.

(C) Under no circumstances whatsoever, shall Landlord or Tenant ever be liable under this Lease for consequential or special damages.

14.2. Tenant's Indemnity. In addition to Tenant's obligations under Section 36.2, to the maximum extent this Agreement may be made effective, Tenant agrees to indemnify and save Landlord harmless from and against all third-party claims for damage to property and injury to person arising in or about the Premises or the Entire Site to the full extent caused by any act or omission of Tenant, or Tenant's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant continues to occupy any part of the Premises. To the maximum extent this Agreement may be made effective, Tenant further agrees to indemnify and save Landlord harmless from and against any and all loss, cost, damage or expense incurred by Landlord to the full extent caused by Tenant's breach of its obligations hereunder, and/or to the full extent caused by any negligent or willful act or omission of Tenant, or Tenant's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant continues to occupy any part of the Premises, provided Tenant's obligation to indemnify Landlord for uninsured economic loss hereunder, as opposed to damage to property and injury to person, shall be limited to no more than One Million and 00/100 Dollars ($1,000,000) per occurrence giving rise to such economic loss and no more than Five Million and 00/100 Dollars ($5,000,000) in the aggregate over the entire Lease Term, in either case in total out-of-pocket payments (including deductibles and retainages). This indemnity and hold harmless agreement shall include indemnity against all reasonably and actually incurred costs, expenses and liabilities resulting from any claim or proceeding brought against Landlord as a result of any negligent or willful act or omission of Tenant, or Tenant's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant continues to occupy any part of the Premises, and the defense thereof with counsel reasonably acceptable to Landlord. Notwithstanding anything to the contrary herein, in no event shall the acts or omissions of Landlord or any Landlord affiliate(s) (other than Tenant), in either case, acting on Tenant's behalf or under a duty or obligation to Tenant, give rise to any uninsured Tenant indemnity obligation under this Lease.

14.3. Landlord's Indemnity. In addition to Landlord's obligations under Section 36.3, to the maximum extent this Agreement may be made effective, Landlord agrees to indemnify and save Tenant harmless from and against all third-party claims for damage to property and injury to person arising in or about the Premises or the Entire Site to the full extent caused by Landlord's breach of its obligations hereunder and/or by any negligent or willful act or omission of Landlord or Landlord's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant, with Landlord's consent, continues to occupy any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all reasonably and actually incurred costs, expenses and liabilities resulting from any such third-party claim or proceeding brought against Tenant as a result of any negligent or willful act or omission of Landlord, or Landlord's contractors, licensees, agents, invitees, servants or employees occurring during the Lease Term and thereafter, so long as Tenant, with Landlord's consent, continues to occupy any part of the Premises, and the defense thereof with counsel reasonably acceptable to Tenant.

15. Insurance.

15.1 Certain Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises or the Entire Site which would violate the terms and conditions of fire insurance policies covering the Entire Site, provided Tenant has been provided with an adequate opportunity to review complete copies of all such policies. Landlord will not do or permit to be done any act or thing upon the Entire Site which would violate the terms and conditions of fire insurance policies covering the Entire Site and/or the Premises, provided Landlord has been provided with an adequate opportunity to review complete copies of all such policies.

15.2. Landlord's Insurance. At all times during the Lease Term, Landlord will carry and maintain, at Landlord's expense, the following insurance coverages in the amounts and forms specified below:

(A) Commercial general liability insurance written on an occurrence basis, with minimum limits of $1,000,000 per occurrence, and $2,000,000 in the aggregate. All such insurance shall include, without limitation, coverage that extends to bodily injury (including death), property damage, personal injury, contractual liability coverage, broad form property damage, advertising injury, independent contractors, premises and operations, products and completed operations, cross liabilities/separation of insureds, mobile equipment, and no exclusions for X.C. & U.;

(B) Insurance covering all of Landlord's furniture and fixtures, machinery, equipment, stock and any other personal property owned by Landlord and found in, on or about the Entire Site to the extent the same affect Tenant's investment in the improvements on the Entire Site, in an amount not less than the full replacement cost. Property forms will provide coverage on an "all risk" basis. To the extent of any damage or destruction to the property of Landlord described in this paragraph 15.2(B) that Tenant uses or has the right to use pursuant to its Ancillary Rights, all policy proceeds will be used for the repair or replacement of the property damaged or destroyed (and such proceeds will be made available to Tenant for the repair or replacement of such property to the extent that Tenant is the party making such repairs or replacements pursuant to the terms of this Lease); however, if this Lease terminates under the provisions of Section 16 or Section 17 of this Lease, Landlord shall not be required to repair or replace said property;

(C) If Landlord has employees, leased employees, or temporary workers that will be on the Entire Site, then Landlord shall procure and maintain worker's compensation insurance insuring against and satisfying Landlord's statutory obligations and liabilities under the worker's compensation laws of the State of Connecticut, including without limitation employer's liability insurance in the limit of $1,000,000 aggregate;

(D) If Landlord operates owned, hired, or non-owned vehicles on the Entire Site, Landlord shall procure and maintain an automobile liability policy with limits of liability not less than $1,000,000 combined single limit that covers bodily injury and property damage;

(E) Excess Liability insurance coverage with a $20,000,000 limit that will respond excess of Landlord's underlying employer's liability (if applicable), commercial general liability, and automobile liability (if applicable) policies, with coverage no less broad than the underlying policies; and

(F) Such other insurance as Landlord reasonably determines from time to time.

15.3. Tenant's Insurance. At all times during the Lease Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below:

(A) Commercial general liability insurance, with a per occurrence limit of $1,000,000 and a $2,000,000 aggregate limit, written on an occurrence basis. All such insurance shall include, without limitation, coverage that extends to bodily injury (including death), property damage, personal injury, contractual liability, broad form property damage, advertising injury, independent contractors, premises and operations, products and completed operations, cross liabilities/separation of insureds, mobile equipment, and no exclusions for X.C. & U. Such insurance shall include waiver of subrogation rights against Landlord;

(B) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Premises, in an amount not less than the full replacement cost. Property forms will provide coverage on an "all risk" basis. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed, however, if this Lease terminates under the provisions of Section 16 or Section 17 of this Lease, Tenant shall not be required to repair or replace said property;

(C) If Tenant has employees, leased employees, or temporary workers that will be on the Premises, then Tenant shall procure and maintain worker's compensation insurance insuring against and satisfying Tenant's statutory obligations and liabilities under the worker's compensation laws of the State of Connecticut, including employer's liability insurance in the limit of $1,000,000 aggregate. Such insurance shall include waiver of subrogation rights against Landlord, its subsidiaries and affiliated companies;

(D) If Tenant operates owned, hired, or non-owned vehicles on the Premises, Tenant shall procure and maintain an automobile liability policy with limits of liability not less than $1,000,000 combined single limit that covers bodily injury and property damage;

(E) Excess liability insurance coverage with a $20,000,000 limit that will respond excess of Tenant's underlying employer's liability (if applicable), commercial general liability, and automobile liability (if applicable) policies, on a following form basis;

(F) Such other insurance as Tenant reasonably determines from time to time.

15.4. Forms of the Policies. Certificates of insurance will be delivered by each party to the other prior to Tenant's occupancy of the Premises and from time to time on or before the expiration of the term of each such policy. All policies maintained by either party will provide that they may not be terminated nor may coverage be reduced in a manner that adversely affects either the Landlord or Tenant except after thirty (30) days' prior written notice to the insured and additional insureds, provided however, ten (10) days' prior written notice shall be sufficient in the event any such termination is based on non-payment of premiums. The failure by either party to provide the other with certificates of insurance, or of the receiving party to insist upon certificates of insurance, shall not be deemed a waiver of any rights of the receiving party under this Lease or under any applicable lease amendment or extension.

15.5. Miscellaneous Insurance Requirements. All insurance required by Section 15 shall conform to the following requirements:

(A) Landlord, its parent company, subsidiaries and affiliates, as well as each of their respective officers, directors, managers, members, and employees, and Landlord's lenders as required by the terms of any financing agreements, shall be included as additional insured's on Tenant's commercial general liability, automobile liability (if applicable), and excess liability policies for injury or damage arising out of, resulting from, or in connection with Tenant's occupancy, maintenance or use of the Premises. The additional insured status noted in this Section 15.5(A) shall be specifically endorsed to Tenant's policies, and with respect to the commercial general liability policy shall be as broad as that provided by the ISO CG 20 10 11 85 endorsement form. A waiver of subrogation shall be provided pursuant to this written contract for all insureds and additional insureds with respect to each of the coverages noted in paragraph 15.3. The insurance coverages being maintained by Tenant pursuant to paragraph 15.3 shall be primary, without right of contribution with respect to any similar insurance being maintained by Landlord.

(B) The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits, and shall not be construed as a limitation of either parties' rights under the noted policies, or other policies being maintained by the relevant party. Each party is responsible for determining what additional coverage, terms or limits are required to perform this Lease and/or the Shared Facilities Agreement, even though those requirements may be in addition to, or excess of, the minimum requirements set forth herein.

(C) All insurance required under this Section 15 shall be issued by such good and reputable insurance companies qualified to do and doing business in the State of Connecticut and having a rating not less than A- VII as rated in the most current copy of A.M. Best's Insurance Report in the form customary to this locality, provided nothing herein shall be construed as preventing Tenant from utilizing a self-insured retention program.

(D) Tenant waives any and all rights to recover against the Landlord and its agents for any loss or damage to Tenant arising from any cause covered by any property insurance required to be carried by Tenant pursuant to this Section 15 or any other property insurance actually

carried by Tenant to the extent of the limits of such policy. Tenant, from time to time as necessary, will cause its insurers to issue appropriate waiver of subrogation endorsements to all property insurance policies carried in connection with the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant, to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

16. Damage to Premises.

(A) In the event of any damage to the Premises or any improvements thereon or any portion thereof and/or to any of Tenant's property or facilities located within the Ancillary Easement Areas by fire, the elements, or other casualty, Tenant shall elect either: (i) to rebuild the Premises at its sole cost and expense, or (ii) to not rebuild the Premises, in which event Tenant shall notify Landlord in writing. Upon Tenant's election under subitem (ii) above, Landlord shall have the continuing right (but not the obligation) to terminate this Lease by written notice to Tenant, whereupon Tenant shall surrender the Premises and restore the same pursuant to Section 21, and Tenant shall have no further liability or obligations hereunder with respect to matters arising after such restoration and surrender. Unless Tenant notifies Landlord that it has elected to surrender the Premises as described in subitem (ii) above, Tenant will be deemed to have elected to repair and restore the Premises. Any repair, replacement or rebuilding shall be commenced within a reasonable time after the occurrence of the event causing such damage or destruction and the adjustment of insurance claims, if applicable, but in no event later than one hundred twenty (120) days after such occurrence, even though insurance claims may not have then been settled, and shall thereafter be diligently prosecuted to completion. Such 120-day period shall be extended as necessary due to delays in obtaining governmental approvals or due to an event of force majeure, Tenant agreeing to act diligently to overcome any such delay.

(B) If, at any time during the Term of this Lease, there is any damage, destruction or other property casualty to any of the improvements, facilities or equipment owned by Landlord and used or shared by Tenant that are located within the Ancillary Easement Areas, then Landlord shall use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injuries to persons or property and shall promptly repair or replace any such improvements, facilities or equipment.

(C) Whether or not any such damage renders the Premises untenantable in whole or in part, the Rent shall not abate hereunder, provided the same shall abate in the event such damage was caused by the intentional misconduct or willful misconduct of Landlord, its affiliate(s) (other than Tenant) or the employees, agents, contractors or representatives of the same.

17. Condemnation. If all of the Premises is taken by condemnation or any right of eminent domain, either party may terminate this Lease. Such right of termination shall be effectuated by a party giving written notice to the other party. If only a portion of the Premises or any of the Ancillary Easement Areas is taken by condemnation or any right of eminent domain, Tenant shall initially determine whether or not it remains feasible to continue to operate for the permitted use under Section 5 (such determination to be made solely and exclusively by Tenant,

acting in good faith). In this connection, it is understood that Landlord shall have the right but not the obligation to replace any Ancillary Easement Area(s) so taken with suitable alternative area(s), such suitability determination to be made solely and exclusively by Tenant, acting in good faith. If it remains feasible to continue to operate at the Premises, Tenant shall elect to terminate this Lease as to the portion of the Premises or the Ancillary Easement Area(s) so taken; if it is no longer feasible to operate at the Premises, Tenant shall elect to terminate this Lease in its entirety, whereupon Tenant shall surrender the Premises and restore the same pursuant to Section 21, and Tenant shall have no further liability or obligations hereunder with respect to matters arising after such restoration and surrender. Such right of termination shall be effectuated by Tenant giving written notice to Landlord. If Tenant elects only a partial termination and to continue this Lease with respect to the portion of the Premises and the Ancillary Easement Areas not so taken, (i) Fixed Rent and Additional Rent shall be equitably reduced in proportion to the adverse effect such taking has on Tenant's business operations and/or its use and enjoyment of the Premises and the Ancillary Easement Areas, (ii) Landlord shall promptly repair or replace any improvements, facilities or equipment used or shared by Tenant within the Ancillary Easement Areas to the extent affected or impaired by such condemnation so that the full use of such improvements, facilities or equipment are restored to the extent possible; and (iii) any resulting award shall be applied, first, to reimburse Landlord for the costs of such repair and/or replacements. Tenant shall have the right to participate in and receive damages and/or compensation for any and all takings affecting Tenant's investment in the improvements on the Premises and/or the Entire Site and no settlement of any condemnation award with respect to the Premises or any of Tenant's interests therein or in any improvements installed thereon or on the Entire Site shall be effective unless Tenant has been afforded the right to participate in the process. Upon any taking that results in termination of this Lease in whole or in part, both Landlord and Tenant shall be entitled to recover the value of their respective estates lost as a result of the taking.

18. Mortgages.

18.1. Fee Mortgage. Subject to and conditioned upon the terms and conditions hereinafter set forth and Landlord's delivery of the nondisturbance agreement(s) described, this Lease shall be subject and subordinate to any mortgage which is presently or which shall become a lien on the fee simple title to the Premises ("Fee Mortgage") and any renewals, modifications, replacements or extensions thereof (the holder of such mortgage, the "Fee Mortgagee"). No Fee Mortgage shall be deemed to include or constitute a mortgage, security interest, lien or other encumbrance on Tenant's interest under this Lease or on any of Tenant's personal property or any fixtures, furnishings or equipment on, in or under the Premises or the Ancillary Easement Areas, Landlord hereby acknowledging that only Tenant has the right and power to grant such interests. The non-disturbance agreement to be delivered by Landlord pursuant to the provisions of this section shall be an agreement in recordable form between Tenant and the Fee Mortgagee binding on such Fee Mortgagee and Tenant and on all future holders of the Fee Mortgage, which shall be mutually-acceptable to such Fee Mortgagee and Tenant and shall provide in substance as follows:

18.1.1. for so long as Tenant (or any Leasehold Mortgagee, as hereinafter defined) shall perform all obligations of Tenant hereunder (within applicable notice and cure periods), neither such holder nor any other holder of such mortgage shall name or join Tenant as a party-defendant or otherwise in any suit, action or proceeding to enforce, nor will Tenant's rights under this Lease be disturbed or otherwise affected by enforcement of any rights given to any holder of such mortgage, pursuant to the terms, covenants or conditions contained in such mortgage or any other documents held by any holder or any rights given to any holder as a matter of law; and

18.1.2. if such holder of a mortgage to which this Lease is subordinate becomes Landlord hereunder, Tenant shall during the period such mortgagee holds such interest, attorn to such holder as Landlord, who shall, during such period (and only during such period), perform the obligations of Landlord under this Lease.

Notwithstanding the foregoing, this Lease shall have priority over any Fee Mortgage recorded after the Commencement Date and after recording of the Notice of Lease, unless the Fee Mortgagee thereof elects to obtain priority by executing a non-disturbance agreement acceptable to Tenant and as contemplated above.

18.2 Leasehold Mortgage. Tenant shall have the right at any time and from time to time to collaterally assign its interest in this Lease as security for indebtedness and/or to grant security interests in and/or mortgage the Tenant's personal property, furniture, fixtures or equipment on, in or under the Premises or the Ancillary Easement Areas and/or Tenant's leasehold interest under this Lease for the purposes of financing improvements, additions and/or alterations on, in or under the Premises or the Ancillary Easement Areas, subject, however, to the limitations hereinafter set forth. Any such collateral assignment and/or mortgage is hereinafter referred to as a "Leasehold Mortgage," and the mortgagee under a Leasehold Mortgage is referred to herein as a "Leasehold Mortgagee."

18.2.1. Notice to Landlord. No Leasehold Mortgagee shall be entitled to enjoy the rights or benefits mentioned herein, nor shall the provisions of this Lease pertaining to Leasehold Mortgages be binding upon Landlord, unless Tenant shall have given Landlord written notice of the name and address of the Leasehold Mortgagee.

18.2.2. Conditions. So long as such Leasehold Mortgage shall remain in effect, Landlord shall send a copy of any notice, including a notice of default, required to be sent to Tenant under this Lease to such Leasehold Mortgagee at the address for such Leasehold Mortgagee as previously given to Landlord. Notice to such Leasehold Mortgagee shall be given in the same manner as notices are given between Landlord and Tenant hereunder, and no notice by Landlord to Tenant hereunder shall be deemed binding upon the Leasehold Mortgagee unless and until a copy of thereof has been sent to the Leasehold Mortgagee. With respect to any notice of default, and notwithstanding anything to the contrary set forth in this Lease, Landlord shall not terminate this Lease or interfere with the occupancy, use and enjoyment of the Premises, the Ancillary Rights or the Ancillary Easement Areas, provided that:

(a) if the notice of default relates to the payment of any installment of Rent, or other monetary obligation of Tenant hereunder, such Leasehold Mortgagee cures such default not later than thirty (30) days after receipt of such notice;

(b) if the notice of default relates to observing or performing any other covenant or condition to be observed or performed by Tenant hereunder, and such default can be cured by Leasehold Mortgagee without obtaining possession of the Premises, Leasehold Mortgagee remedies such default within forty-five (45) days after receipt of such notice, provided, however, that in the case of a default that cannot with diligence reasonably be cured within forty-five (45) days, Leasehold Mortgagee shall have such additional period as may be necessary to cure such default with diligence and continuity;

(c) if the notice of default relates to a default that can only be remedied by such Leasehold Mortgagee obtaining possession of the Premises, such Leasehold Mortgagee pays or causes to be paid all Rent and other amounts payable under this Lease during the period of time Leasehold Mortgagee is endeavoring to obtain possession, and Leasehold Mortgagee endeavors to obtain possession with diligence and continuity through a receiver or otherwise, and cures such default (requiring possession) within forty-five (45) days of obtaining possession, provided that in the case of a default that cannot with diligence be cured within such period of forty-five (45) days, such Leasehold Mortgagee shall have such additional period of time as reasonably required to cure such default.

18.2.3. New Lease. If this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights as the result of Tenant's insolvency, Landlord shall serve upon the Leasehold Mortgagee written notice that the Lease has been terminated together with a statement of any and all sums which would at that time be properly due under this Lease and the Shared Facilities Agreement but for such termination, and of all other defaults, if any,

under this Lease and the Shared Facilities Agreement then known to Landlord. Such Leasehold Mortgagee or its designee shall thereupon have the option to obtain a new lease and a new shared facilities agreement upon the written request of the Leasehold Mortgagee within thirty (30) days after service of such notice that the Lease has been terminated, provided that the written notice from the Leasehold Mortgagee is accompanied by payment in full of all sums then properly due under this Lease and the Shared Facilities Agreement but for such termination. In such event, Landlord shall enter into a new lease of the Premises and new shared facilities agreement with such Leasehold Mortgagee, or its designee, on the following terms and conditions:

(a) Such new lease and new shared facilities agreement shall be effective on the date of termination of this Lease and shall be for the remainder of the Lease Term (including the right of the Leasehold Mortgagee or its assigns to exercise all remaining extension options) of this Lease, at the Rent and upon all the material agreements, terms, covenants and conditions contained in the Lease and the Shared Facilities Agreement.

(b) Such new lease and new shared facilities agreement shall require the tenant to perform all unfulfilled obligations of Tenant under this Lease and the Shared Facilities Agreement which are susceptible of being performed by such tenant. Upon the execution of such new lease and new shared facilities agreement, the tenant named therein shall pay all additional sums which would at the time of the execution thereof be due under this Lease and the Shared Facilities Agreement but for such termination (including, without limitation, all accrued and unpaid Rent) and shall pay the reasonable expenses incurred by Landlord in connection with such defaults and termination, the recovery of possession of the Premises and the preparation, execution and delivery of such new lease and new shared facilities agreement.

18.2.4. Assignment by Leasehold Mortgagee. If any Leasehold Mortgagee shall acquire title to Tenant's interest under this Lease by foreclosure, assignment in lieu of foreclosure or otherwise, or under a new lease pursuant to this article, such Leasehold Mortgagee may assign such interest under this Lease or in such lease and shall thereupon be released from all liability for the performance or observance of the covenants, and conditions in this Lease or in such lease contained on Tenant's or Tenant's part to be performed and observed from and after the date of such assignment, provided, however, that the assignee from such Leasehold Mortgagee shall have expressly assumed this Lease or such lease and written evidence thereof shall have been submitted to Landlord.

18.2.5. Additional Modification and Instruments. In connection with the grant by Tenant of a Leasehold Mortgage or Tenant's financing or refinancing of the Premises from time to time, Landlord agrees (without cost to Landlord) to cooperate with Tenant in all reasonable ways in order to facilitate the closing of the related financing or re-financing.

18.2.6. Amendments to Lease. So long as any Leasehold Mortgage remains in effect, Landlord and Tenant shall not amend or modify any provisions of this Lease without the prior written consent of each Leasehold Mortgagee.

18.2.7. Leasehold Mortgagee's Liability. Leasehold Mortgagee shall have no liability under this Lease unless, and only to the extent, Leasehold Mortgagee acquires Tenant's leasehold title to the Premises. Subject to the provisions of Sections 18.2.2 and 18.2.3 hereof, if Leasehold Mortgagee acquires Tenant's leasehold title to the Premises it shall have no liability for the defaults, breaches, acts or omissions of any prior lessee hereunder, including any of the persons who executed this Lease as Tenant, and Leasehold Mortgagee shall only be responsible for the performance of Tenant's obligations that are attributable to the period during which it holds Tenant's leasehold title to the Premises.

19. Notices. All notices or demands, or exercise of options, given or required to be given hereunder shall be in writing, and shall be deemed delivered if enclosed in a wrapper, sent by United States certified mail, return-receipt requested, or by a nationally recognized overnight delivery service with proof of delivery, with proper postage prepaid, addressed to the party to be affected thereby, at the following address:

Landlord:	Middletown Power LLC 211 Carnegie Center Princeton, NJ 08540
With a Copy to:	Peter Furniss General Counsel, Northeast Region NRG Energy, Inc. 211 Carnegie Center Princeton, NJ 08540
Tenant:	GenConn Middletown LLC 157 Church Street P.O. Box 1564 New Haven, CT 06510
With Copies to:	Linda L. Randell, Esq. General Counsel and Corporate Secretary The United Illuminating Company 157 Church Street, P.O. Box 1564 New Haven, Connecticut 06506-0901

And

Susan J. Bryson, Esq.
Wiggin and Dana LLP
One Century Tower
PO Box 1832
New Haven, CT 06508-1832

Either party may upon ten (10) days' prior written notice as provided for herein, designate a different address to which subsequent communications shall be sent.

20. Quiet Enjoyment. Upon compliance with the terms, conditions, covenants, agreement and provisions of this Lease to be performed by Tenant, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Lease Term and Landlord shall not hinder or molest Tenant's quiet enjoyment and use of the Premises nor allow any third-party claiming by, through or under Landlord to so molest or hinder the same.

21. Expiration/Hold Over. At the expiration or sooner termination of the Lease Term, Tenant will quit and surrender the Premises in substantially the same condition as of the Commencement Date, subject to reasonable wear and tear and comply with the provisions of this Section 21. At termination or expiration, Tenant shall assign or reassign to Landlord any and all permits which Landlord may have previously assigned to Tenant with respect to any Ancillary Rights hereunder, but only to the extent such permits are assignable. At termination or expiration, Tenant shall remove all of its above grade and below grade fixtures, equipment, structures and all other above grade and below grade facilities and appurtenances from the Premises and the Ancillary Easement Areas, including, without limitation, all Chillers, Transformers, Generator Turbines, Protection and Control Devices, SCRs (Selective Catalytic Reactors), Emission Stacks, Unit 15-18 Power Control Modules, and all concrete equipment pads, provided, however, Tenant shall not (and shall have no obligation to) remove the Dike (as defined in Section 10.2) or the concrete pilings installed by Tenant on the Premises (collectively, the "Converted Ownership Property") and the Converted Ownership Property shall, upon termination or expiration of this Lease, become the property of Landlord in consideration of One Dollar ($1.00). Tenant shall repair any material damage to the Entire Site caused by such removal. If Tenant fails to so remove its facilities pursuant to the terms of this Section 21 and/or fails to repair the areas of the Entire Site which were damaged by Tenant, if any, Landlord may so remove and/or repair and Tenant shall be obligated to pay Landlord its reasonably and actually incurred third party out-of-pocket costs of such removal and repair, less any sums realized by Landlord in disposing of such property, provided however, Landlord shall exercise all commercially reasonable efforts to maximize the value of such disposed property. Notwithstanding the foregoing, to the extent that, pursuant to the CL&P Consent Agreement, Tenant is obligated to abandon in place certain facilities within certain Ancillary Easement Areas, Landlord acknowledges and agrees that Tenant may so abandon (rather than remove) such facilities. Tenant's obligation under this Section 21 shall survive expiration or termination of the Lease Term. Commencing six (6) months after the expiration or termination of this Lease and until

Tenant shall have fully completed its removal and repair obligations under this Section, Tenant shall be considered as holding over at the Premises under this Section 21. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this Lease, and no tenancy of any duration shall be created thereby, provided, however, if Tenant does hold over, without creating any additional estate in Tenant, the then Fixed Rent during the holding over period shall be 125% of the Fixed Rent provided for in the Lease immediately prior to such holding over period for the first three (3) months of such holding over period, and thereafter 150% of the Fixed Rent provided for in this Lease immediately prior to such holding over period.

22. Control of the Entire Site. Except as set forth in the Shared Facilities Agreement, this Lease or any writing signed by Landlord, all automobile parking areas, driveways, walkways, entrances and exits thereto, and other facilities furnished by Landlord at the Entire Site (including without limitation the Ancillary Rights) shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable and non-discriminatory rules and regulations with respect to all facilities and areas mentioned in this Section 22, provided no such control, management, right, rule or regulation shall materially interfere with or otherwise disrupt Tenant's business operations or use of the Premises. Except as set forth in the Shared Facilities Agreement, this Lease or any writing signed by Landlord, Landlord shall have the right to restrict parking by tenants, their officers, agents and employees to employee parking areas; to change traffic patterns, parking spaces and entrances and exits to the Entire Site; to build, remove, or modify existing buildings and structures at the Entire Site; to temporarily close all or any portion of the parking areas or facilities; to discourage non-customer parking; to tow and impound, at Tenant's expense, any improperly parked vehicles belonging to Tenant, or Tenant's officers, employees, agents or business invitees; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Landlord shall determine to be advisable. Except as set forth in the Shared Facilities Agreement, this Lease or any writing signed by Landlord, Landlord shall have the full right and authority to employ all personnel and to make all reasonable rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities of the Entire Site.

23. Effect of Lease on Exempt Wholesale Generator Status. The parties agree that this Lease is not intended to alter the Landlord's status as an Exempt Wholesale Generator ("EWG"), as defined by the Public Utility Holding Company Act of 2005, Pub. L. No. 109-58, 126 1-80. I 19 Stat. 594 (2005) and implemented by the Federal Energy Regulatory Commission ("FERC") in 18 C.F.R. § 366.7 (2008). However, the parties agree to amend this Lease should FERC or a successor governmental authority: (1) reduce the lease payments otherwise due under this Lease to a nominal sum; (2) direct that any lease payments be donated to charity; or (3) otherwise finds that this Lease is inconsistent with Landlord's EWG status. If such a determination is made, the parties agree to amend this Lease within thirty (30) days to make the Landlord whole for any lease payments that would otherwise be prohibited or required to be donated to charity, provided in no event shall Tenant be obligated to pay any amount in excess of all sums which would have been due from Tenant to Landlord had no such determination been

made and, provided further, in no event shall any such amendment reduce or otherwise impair the Tenant's ability to enjoy the benefit of its bargain with respect to this Lease.

24. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received at the lesser of: (i) a floating rate equal to two percent (2.0%) over the prime rate of Citibank, N.A.; or (ii) the highest rate of interest permitted by law. Tenant shall pay such interest upon demand, and Landlord shall have the same rights and remedies for the non-payment by Tenant of such interest as Landlord has hereunder for the failure of Tenant to pay Fixed Rent.

25. Waiver of Trial by Jury; Waiver of Notice.

(A) The parties hereto hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and any emergency, statutory or other remedy.

(B) BECAUSE THIS IS A COMMERCIAL TRANSACTION AS SUCH IS DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, IN THE EVENT OF DEFAULT OF MONETARY OBLIGATIONS HEREUNDER, BOTH PARTIES ACKNOWLEDGE AND AGREE THAT AN ATTACHMENT OR A GARNISHMENT MAY BE ISSUED AGAINST THE DEFAULTING PARTY, WITHOUT ANY NOTICE AND HEARING TO DETERMINE WHETHER OR NOT THERE IS PROBABLE CAUSE TO SUSTAIN THE VALIDITY OF THE NON-DEFAULTING PARTY'S CLAIM. EACH PARTY AUTHORIZES THE ATTORNEY FOR THE NON-DEFAULTING PARTY TO ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT A COURT ORDER. THE TERMS OF THIS WAIVER ARE UNDERSTOOD BY BOTH PARTIES AND THIS WAIVER IS VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY MADE BY EACH PARTY.

26. Delivery of Lease; Integration. No rights are to be conferred upon Tenant until this Lease has been signed by Landlord, and an executed copy of the Lease has been delivered to Tenant. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant, or any agent or other representative thereof, are incorporated herein and in the Shared Facilities Agreement (collectively, the "Transaction Documents") and no prior representations, understandings or agreements from one party to the other with respect to the subject matter hereof except as set forth in the Transaction Documents shall be binding upon the parties. The terms hereof may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of either party shall alter, change or modify any of the provisions hereof.

27. Successors and Assigns. Subject to the terms hereof, all of the terms of this Lease shall inure to the benefit of and be binding upon the respective successors (and to the extent permitted hereunder) and assigns of the parties hereto.

28. Rules and Regulations. The rules and regulations appended to this Lease, if any, are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall, after notice and an opportunity to cure as provided in Section 13.1, constitute an Event of Default under the terms of this Lease. Landlord reserves the right, from time to time, to adopt or amend or supplement said rules and regulations and to reasonably adopt and promulgate additional rules and regulations applicable to the Premises and to the Entire Site. Notice of such additional rules and regulations and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with any observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall be reasonable and shall apply uniformly to the Entire Site and shall not materially interfere with or otherwise disrupt Tenant's business operations or use of the Premises.

29. Governing Law. This Lease shall be governed by the internal laws of the State of Connecticut.

30. No Brokerage. Each party warrants and represents that it has not dealt with any broker or other procuring or finding party in connection with the consummation of this Lease. In the event of any brokerage claims against a party to this Lease predicated upon the claimant's prior dealings with the other party to this Lease, the party which had such prior dealings agrees to defend and indemnify the other party to this Lease against any such claim.

31. Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Recording. Tenant shall not record this Lease, and any such recording will be an Event of Default hereunder. Each party shall, on the request of the other, execute a so-called notice of lease or short form lease in recordable form and complying with applicable law and reasonably satisfactory to Landlord's and Tenant's attorneys, a form of which is included as Exhibit F attached hereto and made a part hereof (the "Notice of Lease"). The Notice of Lease and Switchyard Easement shall be recorded by Landlord and notice thereof provided to Tenant within twenty-four (24) hours of the execution of this Lease. The Survey shall be recorded with the Notice of Lease and the Notice of Lease shall further specify the Ancillary Rights and the Ancillary Easement Areas granted Tenant with respect to the Entire Site and the Reserved Premises Facilities and Reserved Easement Areas reserved by Landlord within the Premises. In no event shall such document set forth the rental or other charges payable by Tenant under this

Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

33. Survival. Unless otherwise stated with respect to specific obligations set forth herein, the obligations hereunder which first arise after termination or expiration of this Lease shall be of no further force or effect upon such termination or expiration of this Lease.

34. Estoppel Certificates. Tenant and Landlord agree that at any time and from time to time within thirty (30) days following written notice from the other that both will execute, acknowledge and deliver in recordable form a statement in writing certifying whether this Lease is in full force and effect and if it is in full force and effect, what modifications have been made to the date of the certificate and whether or not any Events of Default or offsets exist with respect to this Lease and if there are, and a summary of what they are claimed to be and setting forth the dates to which rent and other charges have been paid in advance, if any, and stating whether or not either party is in default and if so, summarizing what the default may be and stating the amount of security deposited with Landlord and stating the Commencement Date, the Rent Commencement Date (if known at such time) and the Expiration Date of the Lease. The failure of either party to timely execute, acknowledge and deliver to said party a statement as above shall constitute an acknowledgement by said party that this Lease is unmodified and in full force and effect, without default, and the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of notice regarding such statement.

35. Power to Execute. The persons signing this Lease on behalf of Tenant and Landlord each individually certify that they have the full authority to execute the same on behalf of Tenant and Landlord, respectively, and that this Lease has been duly authorized, executed and delivered by Tenant and Landlord and is binding upon Tenant and Landlord in accordance with its terms.

36. Environmental.

36.1 Tenant hereby covenants and agrees (a) that it will not violate any Environmental Laws (as hereinafter defined) applicable to the Premises, the Ancillary Easement Areas and/or Entire Site or to any of Tenant's uses, operations and/or activities thereon; (b) that, except in the ordinary course of Tenant's business and in accordance with Environmental Laws, it will not use, store, generate or otherwise permit any Hazardous Materials (as hereinafter defined) in, on, at, or under the Premises, the Ancillary Easement Areas and/or the Entire Site except with the Landlord's written consent, such consent to be given or withheld in Landlord's reasonable discretion; (c) that it will not cause any release, leak, spill or, except in the ordinary course of Tenant's business and in compliance with Environmental Laws, discharge, or emission of Hazardous Materials in, at, on, or under the Premises, the Ancillary Easement Areas and/or the Entire Site; (d) to give notice to Landlord promptly upon acquiring actual knowledge of the presence of any Hazardous Materials in, on, at or under the Premises or the Ancillary Easement Areas (other than as permitted by this Section 36) or of any release, leak, discharge, spill,

disposal or emission of Hazardous Materials in, on, at or under the Premises or the Ancillary Easement Areas (other than as permitted by this Section 36), with a full description thereof; (e) to give notice to Landlord promptly of any notice of violation or potential violation of any Environmental Laws received with respect to any portion of the Entire Site; and (f) to promptly comply with any governmental requirements relating to the investigation, removal, treatment, remediation or disposal of Hazardous Materials caused by or resulting from its actions, inactions and/or business operations at the Premises, the Ancillary Easement Areas and/or the Entire Site, and provide Landlord with satisfactory evidence of such compliance.

Landlord hereby covenants and agrees (i) that it will not violate any Environmental Laws applicable to the Premises, the Ancillary Easement Areas and/or Entire Site or to any of Landlord's uses, operations and/or activities at the Premises, the Ancillary Easement Areas and/or Entire Site; (ii) that, except in the ordinary course of Landlord's business and in accordance with Environmental Laws, it will not use, store, generate or, except for Historical Hazardous Materials (as hereinafter defined), otherwise permit any Hazardous Materials in, on, at, or under the Premises or the Ancillary Easement Areas except with Tenant's written consent, such consent to be given or withheld in Tenant's reasonable discretion; (iii) that it will not cause or permit any release, leak, spill, disposal or, except in the ordinary course of Landlord's business and in accordance with Environmental Laws, discharge or emission of Hazardous Materials in, at, on, or under the Premises, the Ancillary Easement Areas, or the Entire Site; (iv) to give notice to the Tenant promptly upon acquiring actual knowledge of the presence of any Hazardous Materials in, on, at or under the Premises or the Ancillary Easement Areas (other than as permitted by this Section 36) or of any release, leak, discharge, spill, disposal or emission of Hazardous Materials in, on, at or under the Premises or the Ancillary Easement Areas (other than as permitted by this Section 36), with a full description thereof; (v) to give notice to Tenant promptly of any notice of violation or potential violation of any Environmental Laws received; and (vi) to promptly comply with any governmental requirements relating to the investigation, removal, treatment, remediation or disposal of Hazardous Materials caused by or resulting from its actions, inactions and/or business operations at the Entire Site, the Ancillary Easement Areas and/or the Premises, and provide Tenant with satisfactory evidence of such compliance.

36.2 Tenant covenants and agrees that it shall indemnify, hold harmless and defend Landlord and its successors and assigns as owner of the Premises, from and against any and all liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys', consultants' and experts' fees), causes of action, suit, claim, demand or judgment against Tenant, Landlord and/or the Premises and/or the Ancillary Easement Areas of any nature pertaining to a violation by Tenant of the covenants set forth in Section 36.1 and/or, subject to the Tenant's Liability Cap (as defined below) with respect to Historical Hazardous Materials, of any nature resulting from the existence of Hazardous Materials at, in, on or under the Premises and/or the Ancillary Easement Areas to the extent caused by any action, inaction, and/or business operations of Tenant, Tenant's agents, employees, contractors, invitees, subtenants, successors or assigns, provided, however, that such indemnification obligations shall not apply in the event Landlord or any Landlord affiliate(s) (other than Tenant) caused the event or circumstance giving rise to the

indemnification. Notwithstanding anything to the contrary and subject only to the limitations on Tenant's liability set forth in Sections 14.1 and 14.2 and Section 36.4, nothing in this Lease shall be construed to waive, limit or otherwise impair Landlord's right to pursue any and all legal and equitable remedies with respect to any and all liabilities, losses, damages, claims, levies, fees, fines, costs and expenses (including, without limitation, reasonable attorneys', consultants' and experts' fees) arising out of the existence of Hazardous Materials at, in, on or under the Premises, the Ancillary Easement Areas and/or the Entire Site, regardless of the nature of the acts or omissions giving rise to the same and regardless of whether the same arises in tort or contract, at law or in equity.

36.3 Landlord covenants and agrees that it shall indemnify, hold harmless and defend Tenant and its successors and assigns, from and against any and all liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys', consultants' and experts' fees), causes of action, suit, claim, demand or judgment against Tenant, Landlord and/or the Premises, the Ancillary Easement Areas and/or the Entire Site of any nature pertaining to a violation by Landlord of the covenants set forth in Section 36.1 hereof and/or, subject to Tenant's express obligations under Section 36.4 with respect to Historical Hazardous Materials, of any nature resulting from the existence of Hazardous Materials at, in, on or under the Premises, the Ancillary Easement Areas and/or the Entire Site to the extent caused by any negligent action, negligent inaction and/or negligent business operations of Landlord, Landlord's agents, employees, contractors, invitees, subtenants, successors or assigns. The foregoing indemnification shall not apply in the event Tenant or any Tenant affiliate caused the event or circumstance giving rise to the indemnification. Notwithstanding anything to the contrary and subject only to Section 14.1, nothing in this Lease shall be construed to waive, limit or otherwise impair Tenant's right to pursue any and all legal and equitable remedies with respect to any and all liabilities, losses, damages, claims, levies, fees, fines, costs and expenses (including, without limitation, reasonable attorneys', consultants' and experts' fees) arising out of the existence of Hazardous Materials at, in, on or under the Premises, the Ancillary Easement Areas and/or the Entire Site, regardless of the nature of the acts or omissions giving rise to the same and regardless of whether the same arises in tort or contract, at law or in equity.

36.4 Existing Hazardous Materials. Landlord acknowledges and agrees that, except as otherwise expressly set forth in this Section 36.4, Tenant's agreements as set forth above do not include or extend to Hazardous Materials located in, on, at, or under the Entire Site, the Premises or the Ancillary Easement Areas on or before the Commencement Date, whether or not the same are more particularly identified in the environmental reports listed on Exhibit G attached hereto and made a part hereof (the "Historical Hazardous Materials"), nor do Tenant's agreements include any Hazardous Materials which may become present in, on, at or under the Entire Site, the Premises and/or the Ancillary Easement Areas during the Lease Term and which are not introduced or otherwise proximately caused by Tenant or Tenant's agents, employees, contractors, invitees, subtenants, successors or assigns (with the Historical Hazardous Materials, collectively, the "Excluded Hazardous Materials"). However, Landlord and Tenant acknowledge that Tenant's construction, alterations, additions, maintenance and/or repair activities at the

Entire Site, the Premises and/or the Ancillary Easement Areas may cause the discovery, disturbance and/or uncovering of or to Historical Hazardous Materials. To the extent that at any time during the Lease Term any such Tenant activities result in the need to remediate, monitor, treat, remove or otherwise mitigate Historical Hazardous Materials in, on, at or under the Entire Site, the Premises or the Ancillary Easement Areas in order to comply with Environmental Laws and but for Tenant's activities such work would not be presently required by Environmental Laws, Tenant at Tenant's sole expense shall be responsible for Landlord's costs of remediating, removing and/or reencapsulating all such Historical Hazardous Materials in, on, at or under the Entire Site, the Premises and/or Ancillary Easement Areas to the extent required and necessary so as to render the same in full conformity with applicable standards under Environmental Laws in light of the current use of the Premises or the Ancillary Easement Areas, including without limitation compliance with Landlord's existing obligations under the Connecticut Transfer Act to the extent Tenant's activities increase or otherwise modify such obligations, provided Tenant's total, cumulative liability for all such costs and expenses over the entire Lease Term that are not covered by insurance shall not exceed One Million and 00/100 Dollars ($1,000,000) (the "Tenant's Liability Cap"). Landlord shall use all commercially reasonable efforts to complete such remediation, removal and/or reencapsulation activities as quickly as possible to as to prevent any material delay in the construction or operation of Tenant's improvements on the Premises and Tenant's use of the Ancillary Easement Areas. Tenant's obligations under this Section 36.4, subject to the Tenant's Liability Cap, include professional fees to the extent necessary to further investigate, characterize and/or define the disturbed or uncovered areas. In the event Tenant's costs and expenses with respect to Historical Hazardous Materials exceed the Tenant's Liability Cap, all costs and expenses associated with the Historical Hazardous Materials in excess of the Tenant's Liability Cap shall be borne solely by Landlord. Subject to the foregoing, Landlord, at Landlord's sole expense, shall comply with all applicable Environmental Laws with respect to the Excluded Hazardous Materials. In this connection, Tenant acknowledges that Landlord may, in its reasonable discretion, elect to place and record, against all or any portion of the Entire Site, one or more Environmental Land Use Restrictions ("ELURs") as permitted by applicable Environmental Laws. Such ELURs may include, without limitation, one or more of the following:

1. That the use of the Entire Site may be restricted to industrial or commercial activity;

2. That the groundwater at and under the Entire Site may not be utilized for drinking water purposes or for any other purposes which could expose persons on the Entire Site to the risk of exposure to contaminants; and/or

3. That contamination may be left in place under the existing buildings, or any expanded or new buildings, on the Entire Site, and/or that there shall be no activities which disturb the structural integrity of any engineering controls or other structures designed or utilized at the Entire Site to contain pollutants or limit human exposure to pollutants.

If Landlord elects to utilize any ELURs, Tenant agrees that it shall (i) subordinate this Lease and its interests in the Premises and the Ancillary Easement Areas to the ELURs, and promptly execute any such subordination agreement(s) as Landlord may reasonably request; (ii) use all commercially reasonable efforts to cause its Leasehold Mortgagee(s) to subordinate the Leasehold Mortgage(s) to any and/or all of the three (3) ELURs listed above, including causing such Leasehold Mortgagee(s) to execute such subordination agreement(s) with respect to the listed ELURs as Landlord may reasonably request; and (iii) use all commercially reasonable efforts to cause its Leasehold Mortgagee(s) to subordinate the Leasehold Mortgage(s) to any other reasonable and necessary ELURs, including using said commercially reasonable efforts to cause such Leasehold Mortgagee(s) to execute such subordination agreement(s) with respect to any other ELURs as Landlord may reasonably request. Landlord agrees not to utilize any ELURs which would prohibit or unreasonably interfere with Tenant's business activities from or use of the Premises and/or the Ancillary Easement Areas as permitted by this Lease.

As used in this Section 36, "Environmental Laws" means any and all present and future federal, state or local laws (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements of governmental authorities relating in any manner to the environment (land, air and/or water) or to any Hazardous Materials. As used in this Section 36, "Hazardous Materials" means any and all present and/or future materials and/or substances which are in any way prohibited, controlled or regulated by, or are otherwise defined as hazardous, toxic or controlled under, any Environmental Law, including coal ash.

Notwithstanding anything to the contrary herein, in no event shall the acts or omissions of Landlord or any Landlord affiliate(s) (other than Tenant), in either case, acting on Tenant's behalf or under a duty or obligation to Tenant, give rise to any uninsured Tenant obligations or liabilities under Section 36.1 or Section 36.2.

Without limitation, the representations, covenants and obligations of each party as set forth in this Section 36 shall survive any expiration or termination of this Lease.

37. Intentionally Omitted.

38. Attorneys' Fees. If, as a result of any default of either party in its performance of any of the provisions of this Lease, the non-defaulting party uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to seek equitable remedies, as the case may be, the defaulting party shall reimburse the non-defaulting party for its reasonable attorneys' fees and expenses so incurred within thirty (30) days of the non-defaulting party's written demand.

39. Renewal Options.

39.1 Grant of Option and General Terms. Provided that (i) no material adverse change has occurred in Tenant's financial condition; (ii) this Lease is in full force and effect, and (iii) no Event of Default shall exist under this Lease, or would exist but for the pendency of any

applicable cure periods either on the date Tenant exercises its Renewal Option (as hereinafter defined) or as of the effective date of each Renewal Term (as hereinafter defined), Tenant shall have the option to extend the term of this Lease for two (2) additional periods (collectively, the "Renewal Option") of ten (10) years each (the "First Renewal Term" and the "Second Renewal Term," which are collectively referred to as the "Renewal Term"). The Renewal Term shall be subject to all of the same terms and conditions contained in this Lease except that the Renewal Rent (as hereinafter defined) shall be as set forth below, and there shall be no further option to extend the Lease Term beyond the Second Renewal Term, except by mutual written agreement of the parties.

39.2 Renewal Rent. The Renewal Rent for each Renewal Term shall be an amount equal to the prevailing Market Rate. As used herein "Market Rate" shall mean (i) as to the First Renewal Term, the greater of the amount of Fixed Rent and Additional Rent payable hereunder during the last year of the initial Lease Term (said amount to be payable for each year of the First Renewal Term) or the then prevailing market rate rental applicable to the Premises; and (ii) as to the Second Renewal Term, the greater of the amount of Fixed Rent and Additional Rent payable hereunder during the last year of the First Renewal Term (said amount to be payable for each year of the Second Renewal Term) or the then prevailing market rate rental applicable to the Premises.

39.3 Determination of Market Rate-First Renewal Term. The period of time commencing twelve (12) months prior to the Expiration Date and ending nine (9) months prior to the Expiration Date shall be the "First Renewal Notice Window." Landlord shall, within fifteen (15) days prior to the First Renewal Notice Window (time being of the essence), send Tenant a written notice indicating that the First Renewal Notice Window is approaching. Thereafter, Tenant shall, within the First Renewal Notice Window, send Landlord a preliminary expression of Tenant's willingness to renew this Lease (the "First Renewal Notice"). In the event Landlord has properly and timely delivered notice of the First Renewal Notice Window to Tenant and Tenant fails to timely send the First Renewal Notice (time being of the essence) this Section 39 shall be immediately and automatically null and void in all respects except by mutual written agreement of the parties. If the Landlord is late in delivering to Tenant written notice of the First Renewal Notice Window, the First Renewal Notice Window shall be extended by an amount of days equal to such delay in Landlord's notice to Tenant. Upon receipt of the First Renewal Notice, Tenant and Landlord shall negotiate in good faith in an effort to determine and mutually agree upon the Market Rate for the First Renewal Term. If Landlord and Tenant are unable to agree upon the Market Rate for the First Renewal Term on or before the date (the "Determination Date") which is six (6) months prior to the Expiration Date (the period between the First Renewal Notice and the Determination Date being referred to herein as the "Negotiation Period") as evidenced by written agreement executed by both Landlord and Tenant, then within five (5) days after the last day of the Negotiation Period Tenant may, by written notice to Landlord (the "Notice of Exercise"), irrevocably elect to exercise such Renewal Option. Tenant shall send the Notice of Exercise to Landlord stating (i) that Tenant is irrevocably exercising its right to extend for the First Renewal Term pursuant to this Section 39.3; and (ii) Landlord and Tenant shall be

irrevocably bound by the determination of Market Rate set forth hereinafter in this Section 39.3, and if applicable, Section 39.5. If Tenant shall fail to timely deliver the Notice of Exercise on or before five (5) days after the last day of the Negotiation Period (time being of the essence), then Tenant shall have waived any right to exercise the Renewal Option and this Section 39 shall be immediately and automatically null and void in all respects, except by mutual written agreement of the parties. In the event any date referenced in this Section 39.3 falls on a day other than a business day, such date shall be deemed to be the next following business day.

In the event Tenant timely delivers the Notice of Exercise to Landlord, Landlord and Tenant shall each simultaneously present to the other party their final determinations of the Market Rate for the First Renewal Term (the "Final Offers") within fifteen (15) days after the last day of the Negotiation Period. If either party fails to timely deliver a Final Offer then Market Rate shall equal the other party's Final Offer. If the Market Rate as determined by the lower of the two (2) proposed Final Offers is not more than fifteen percent (15%) below the higher proposed Final Offer, then the Market Rate shall be determined by averaging the two (2) Final Offers.

If the difference between the lower of the two (2) proposed Final Offers is more than fifteen percent (15%) below the higher proposed Final Offer, then the Market Rate shall be determined by Baseball Arbitration (as hereinafter defined) in accordance with the procedure set forth in Section 39.5.

39.4 Determination of Market Rate-Second Renewal Term. The period of time commencing twelve (12) months prior to the expiration date of the First Renewal Term and ending nine (9) months prior to the expiration date of the First Renewal Term shall be the "Second Renewal Notice Window." Landlord shall, within fifteen (15) days prior to the Second Renewal Notice Window (time being of the essence), send Tenant a written notice indicating that the Second Renewal Notice Window is approaching. Thereafter, Tenant shall, within the Second Renewal Notice Window, send Landlord a preliminary expression of Tenant's willingness to renew this Lease (the "Second Renewal Notice"). In the event Landlord has properly and timely delivered notice of the Second Renewal Notice Window to Tenant and Tenant fails to timely send the Second Renewal Notice (time being of the essence) this Section 39.4 and Tenant's Renewal Option for the Second Renewal Term shall be immediately and automatically null and void in all respects, except by mutual written agreement of the parties. If the Landlord is late in delivering to Tenant written notice of the Second Renewal Notice Window, the Second Renewal Notice Window shall be extended by an amount of days equal to such delay in Landlord's notice to Tenant. Upon receipt of the Second Renewal Notice, Tenant and Landlord shall negotiate in good faith in an effort to determine and mutually agree upon the Market Rate for the Second Renewal Term. If Landlord and Tenant are unable to agree upon the Market Rate for the Second Renewal Term on or before the date (the "2nd Determination Date") which is six (6) months prior to the expiration date of the First Renewal Term (the period between the Second Renewal Notice and the 2nd Determination Date being referred to herein as the "2nd Negotiation Period") as evidenced by written agreement executed by both Landlord and Tenant, then within five (5) days

after the last day of the 2nd Negotiation Period Tenant may, by written notice to Landlord (the "2nd Notice of Exercise"), irrevocably elect to exercise such Renewal Option. Tenant shall send the 2nd Notice of Exercise to Landlord stating (i) that Tenant is irrevocable exercising its right to extend for the Second Renewal Term pursuant to this Section 39.4; and (ii) Landlord and Tenant shall be irrevocably bound by the determination of Market Rate set forth hereinafter in this Section 39.4, and if applicable, Section 39.5. If Tenant shall fail to timely deliver the 2nd Notice of Exercise on or before five (5) days after the last day of the 2nd Negotiation Period (time being of the essence), then Tenant shall have waived any right to exercise the Renewal Option for the Second Renewal Term and this Section 39.4 shall be immediately and automatically null and void in all respects, except by mutual written agreement of the parties. In the event any date referenced in this Section 39.4 falls on a day other than a business day, such date shall be deemed to be the next following business day.

In the event Tenant timely delivers the 2nd Notice of Exercise to Landlord, Landlord and Tenant shall each simultaneously present to the other party their final determinations of the Market Rate for the Second Renewal Term (the "2nd Final Offers") within fifteen (15) days after the last day of the 2nd Negotiation Period. If either party fails to timely deliver a 2nd Final Offer then Market Rate shall equal the other party's 2nd Final Offer. If the Market Rate as determined by the lower of the two (2) proposed 2nd Final Offers is not more than fifteen percent (15%) below the higher proposed 2nd Final Offer, then the Market Rate shall be determined by averaging the two (2) 2nd Final Offers.

If the difference between the lower of the two (2) proposed 2nd Final Offers is more than fifteen percent (15%) below the higher proposed 2nd Final Offer, then the Market Rate shall be determined by Baseball Arbitration in accordance with the procedure set forth in Section 39.5.

39.5 Baseball Arbitration. For all purposes of this Lease, Baseball Arbitration shall mean the following procedures:

(a) Within twenty (20) days after Landlord's receipt of Tenant's Notice of Exercise or 2nd Notice of Exercise, as applicable, Tenant and Landlord shall each select an arbitrator ("Tenant's Arbitrator" and "Landlord's Arbitrator," respectively) who shall be a qualified and impartial person licensed in the State of Connecticut as MAI appraiser with at least five (5) years of experience in real estate appraising.

(b) Landlord's Arbitrator and Tenant's Arbitrator shall name a third arbitrator, similarly qualified, within ten (10) days after the appointment of Landlord's Arbitrator and Tenant's Arbitrator.

(c) Said third arbitrator shall, after hearing whatever evidence the arbitrator reasonably deems appropriate from Landlord, Tenant and others, and obtaining any other information the arbitrator reasonably deems necessary in good faith, make its own determination of the Market Rate for the Premises as of the commencement of the Renewal Term (the "Arbitrator's Initial Determination") and thereafter select either Landlord's Final Offer or the

Tenant's Final Offer (or the Tenant's 2nd Final Offer or the Landlord's 2nd Final Offer, as applicable), but no other, whichever is closest to the Arbitrator's Initial Determination (the "Final Determination"), such determination to be made within thirty (30) days and the market information upon which determinations are based shall be in writing and counterparts thereof shall be delivered to Landlord and Tenant within said thirty (30) day period. The arbitrator shall have no right or ability to vary the provisions of this Lease or to determine the Market Rate in any other manner. The Final Determination shall be binding upon the parties hereto.

(d) The costs and fees of the third arbitrator shall be paid by Landlord if the Final Determination shall be Tenant's Final Offer (or the Tenant's 2nd Final Offer, as applicable) or by Tenant if the Final Determination shall be Landlord's Final Offer (or the Landlord's 2nd Final Offer, as applicable).

(e) If Tenant fails to appoint Tenant's Arbitrator in the manner and within the time specified in Section 39.5, then the Market Rate for the Renewal Term shall be the Market Rate contained in the Landlord's Final Offer (or the Landlord's 2nd Final Offer, as applicable). If Landlord fails to appoint Landlord's Arbitrator in the manner and within the time specified in Section 39.5 then the Market Rate for the Renewal Term shall be the Market Rate contained in the Tenant's Final Offer (or the Tenant's 2nd Final Offer, as applicable). If Tenant's Arbitrator and Landlord's Arbitrator fail to appoint the third arbitrator within the time and in the manner prescribed in Section 39.5, then Landlord and Tenant shall jointly and promptly apply to the local office of the American Arbitration Association for the appointment of the third arbitrator.

39.6 Personal Option. Except as otherwise set forth in this Section 39.6 and Section 18.2.3, this Renewal Option is personal with respect to Tenant. Any assignment or subletting, other than as permitted by Section 8.3 or Section 18.2 shall automatically terminate this Section 39 in all respects.

40. Cooperation. Landlord agrees that it will cooperate with the Tenant in all respects in furtherance of the development of the Premises. From time to time, Tenant may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof or impose additional costs or obligations on Landlord. Nothing contained in this Section 40 shall be construed as requiring Landlord to consent to any request by Tenant which would unreasonably restrict or interfere with any of Landlord's then present or then projected future business operations at the Entire Site. Tenant agrees that it will cooperate with the Landlord in all respects in furtherance of the development of the Entire Site. From time to time, Landlord may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Tenant will use all reasonable efforts to accommodate such requests and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof or impose additional costs or

obligations on Tenant. Nothing contained in this Section 40 shall be construed as requiring Tenant to consent to any request by Landlord which would unreasonably restrict or interfere with any of Tenant's then present or then projected future business operations at or use of the Premises as permitted hereunder.

[The Remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD:

MIDDLETOWN POWER LLC

By: _____
Name: Peter G. Furniss
Its: Secretary
Hereunto Duly Authorized

TENANT:

GENCONN MIDDLETOWN LLC

By: _____
Name: Anthony Marone
Its: President
Hereunto Duly Authorized

Exhibit A
Legal Description – Premises

That certain lease parcel containing 3.632 acres and being shown as "Proposed Lease Parcel" on a map entitled "Property Survey ALTA/ACSM Land Title Survey Proposed Genconn Lease Parcel Land of Middletown Power LLC Middletown Fossil Plant 1866 River Road Middletown, Connecticut", by URS Corporation AES, scale 1"=50', dated March 2009, revised 4/16/09, said lease parcel being more particularly bounded and described as follows:

Commencing at a point marking the southwesterly corner of the herein described lease parcel, said point being located South 72° 34' 01" East, 2,339.74 feet from the southwesterly corner of land of Middletown Power, LLC when measured through land of Middletown Power, LLC;

Thence running North 16° 43' 39" East, 144.67 feet, North 73° 16' 21" West, 13.17 North 16° 54' 23" East, 134.78 feet, North 03° 19' 17" West, 18.00 feet, South 73° 13' 00" East, 559.88 feet, South 16° 47' 00" West, 233.09 feet, North 73° 13' 00" West, 137.05 feet, South 72° 19' 14" West, 55.34 feet, South 16° 47' 00" West, 87.73 feet, North 73° 13' 00" West, 81.53 feet, North 38° 00' 15" West, 96.76 feet and North 73° 13' 00" West, 197.40 feet through land of Middletown Power, LLC to the point and place of commencement.

Exhibit B
Legal Description – Entire Site

All that certain piece or parcel of land lying northerly of River Road and southerly of and adjoining the Connecticut River, located in the City of Middletown, County of Middlesex and State of Connecticut, being shown on a certain survey entitled "Northeast Utilities Service Co. For: The Connecticut Light & Power Company Title: ALTA/ACSM Land Title Survey Property Survey – Middletown Generating Station Separation Plan Showing Land To Be Conveyed and Easements To Be Reserved Scale: 1" = 50' Date: November 1998", revised through 11-02-99, made by URS Greiner Woodward Clyde, surveyors, which map consists of five (5) sheets, and which survey is on file in the Middletown Town Clerk's Office as Maps 60-99 through 64-99. Said premises are more particularly bounded and described as follows:

Commencing at an iron pin marking the southwesterly corner of the herein described parcel and land now or formerly of the State of Connecticut; thence N 31° 40' 59" E, 30.00 feet along said land now or formerly of the State of Connecticut to an iron pin and land now or formerly of Mary Coburn; thence the following three (3) courses and distances along said land now or formerly of Mary Coburn: S 58° 19' 01" E, 2.23 feet to an iron pin; N 22° 30' 49" E, 100.00 feet to an iron pin; and N 22° 30' 49" E, 14 feet, more or less, to a point on the southerly high water line of the Connecticut River marking the northwesterly corner of the herein described parcel; thence northeasterly 4,660 feet, more or less, along said southerly high water line of the Connecticut River to a point marking the southwesterly corner of land now or formerly of the State of Connecticut Dart Island State Park; thence southeasterly 722 feet, more or less, along said land now or formerly of the State of Connecticut to a point on said southerly high water line of the Connecticut River; thence southeasterly 536 feet, more or less, along said southerly high water line of the Connecticut River to a point marking the northeasterly corner of the herein described parcel and land now or formerly of United Aircraft Corporation; thence S 06° 22' 30" W, 65 feet, more or less, along said land now or formerly of United Aircraft Corporation to an iron pin; thence S 06° 22' 30" W, 417.27 feet again along said land now or formerly of United Aircraft Corporation to a concrete monument marking the southeasterly corner of the herein described parcel and said land now or formerly of the State of Connecticut; thence the following fourteen (14) courses and distances along said land now or formerly of the State of Connecticut: N 62° 29' 40" W, 445.46 feet to an iron pin; N 62° 29' 40" W, 600.00 feet to an iron pin; westerly following a curve to the left having a radius of 2,914.43 feet and an arc length of 406.50 feet to an iron pin; westerly again following a curve to the left having a radius of 2,914.43 feet and an arc length of 600.00 feet to an iron pin; S 07° 49' 17" W, 31.14 feet to an iron pin; westerly following a curve to the left having a radius of 2,932.99 feet and an arc length of 392.66 feet to an iron pin; N 89° 50' 57" W, 518.22 feet to an iron pin; southwesterly following a curve to the right having a radius of 2,845.43 feet and an arc length of 539.52 feet to an iron pin; westerly following a curve to the right having a radius of 5,710.15 feet and an arc length of 278.79 feet to an iron pin marking the southwesterly corner of "Easement Area B" as shown on said survey; westerly again following a curve to the right having a radius of 5,710.15 feet and an arc length of 539.79 feet to an iron pin; northwesterly following a curve to the right having a

radius of 2,845.43 feet and an arc length of 348.13 feet to a PK nail in pavement; northwesterly again following a curve to the right having a radius of 2,845.43 feet and an arc length of 270.39 feet to an iron pin; N 58° 19' 01" W, 600.00 feet to an iron pin; and N 58° 19' 01" W, 446.83 feet to the iron pin marking the point and place of commencement.

Together with the easements reserved, or created in, the following documents:

1. Easement from The New York, New Haven and Hartford Railroad Company to The Hartford Electric Light Company dated February 3, 1958 and recorded in Volume 289 at Page 67 of the Middletown Land Records;

2. Easement from United Technologies Corporation to The Connecticut Light and Power Company dated September 28, 1989 and recorded in Volume 913 at Page 698 of the Middletown Land Records; and

3. Quitclaim Deed from The Connecticut Light and Power Company to Middletown Power LLC dated December 15, 1999 and recorded in Volume 1221 at Page 673 of the Middletown Land Records.

Exhibit C

Map entitled "Property Survey ALTA/ACSM Land Title Survey Proposed Genconn Lease Parcel Land of Middletown Power LLC Middletown Fossil Plant 1866 River Road Middletown, Connecticut", by URS Corporation AES, scale 1"=50', dated March 2009, revised 4/16/09

Exhibit D
Pre-Approved Signage

Tenant shall be entitled to install its sign in the entrance gate area to the Entire Site, as well as at the entrance(s) to the Premises, provided all required permits are obtained.

Exhibit E
Initial Alterations and Improvements

The improvements as generally described in the Petition to the Connecticut Siting Council for a Declaratory Ruling to Approve the Installation of Four 50 MW Electric Generating Units at Middletown Station Pursuant to C.G.S. Sections 16-50k and 16-50k(a) and R.C.S.A. Sections 16-50j-38 to 16-50j-40 (Petition No. 875) – Approved December 5, 2008 (final and non-appealable), such other improvements as may be approved by the Siting Council, and improvements reasonably inferable from the Siting Council filings as necessary to achieve the construction and operation of the peaking generation facilities approved by the Siting Council

Exhibit F
Form Notice of Lease

NOTICE OF INDENTURE OF LEASE AND GRANT OF EASEMENTS, dated as of April 24, 2009 by MIDDLETOWN POWER LLC (the "Landlord") and GENCONN MIDDLETOWN LLC the "Tenant").

W I T N E S S E T H :

Pursuant to Section 47-19, Connecticut General Statutes (Rev. 1958), Notice is hereby given that the Landlord and the Tenant have entered into an Indenture of Lease and Grant of Easements (the "Lease") containing in part the following terms:

1. Parties:

Landlord: Middletown Power LLC
211 Carnegie Center
Princeton, NJ 08540
Attn: General Counsel, Northeast Region

Tenant: GenConn Middletown LLC
c/o The United Illuminating Company
157 Church Street, P. O. Box 1564
New Haven, CT 06506-0901
Attn: Anthony Marone

2. Execution. The Lease was executed on April 24, 2009 ("Commencement Date").

3. Term and Extensions. The Lease has an initial term commencing on the Commencement Date and ending, unless sooner terminated as provided in the Lease, thirty (30) years after the Rent Commencement Date plus the partial month, if any, in which the Rent Commencement Date occurs. The "Rent Commencement Date" is defined as the earlier of the date Tenant commences business operations at the Premises (as defined below) or three (3) years after the Commencement Date. The Tenant has two (2) successive options to extend the initial term, each for ten (10) years, as more fully set forth in the Lease.

4. Premises. The premises leased to the Tenant under the Lease consists of that certain parcel of land, containing 3.632 acres, as more particularly described on Schedule A attached hereto and made a part hereof, together with the improvements and facilities located thereon (the "Premises"). The Premises form a portion of Landlord's property located at River Road in the Town of Middletown , County of Middlesex and State of Connecticut, as more particularly described on Schedule B attached hereto and made a part hereof (the "Entire Site").

5. Ancillary Easements. The Premises have been leased to Tenant together with a grant to Tenant of certain nonexclusive rights and easements on portions of the Entire Site (as more fully defined in the Lease, the "Ancillary Rights"), as more particularly set forth on Schedule C attached hereto and made a part hereof (the "Ancillary Easement Areas"). The Ancillary Rights include the right at Tenant's sole expense to install, replace, construct, operate, use, maintain and repair any and all facilities and related appurtenances within the respective Ancillary Easement Areas described in Schedule C attached hereto and as may be necessary to utilize such Ancillary Rights for their respective intended purposes, provided, however, that prior to exercising and during the exercise of any such rights Tenant shall comply with the provisions of Section 10.2 of the Lease. The Ancillary Rights include Tenant's right to enter upon the Ancillary Easement Areas in connection with the exercise of its other Ancillary Rights.

6. No Purchase Right. The Tenant does not have a right of first refusal or an option to purchase the Premises.

7. Reserved Easements. Landlord has reserved certain access and easement rights on the Premises, as more particularly described in the Lease.

8. Lease on File. Copies of the Lease are on file in the offices of the Landlord and the Tenant as set forth in Paragraph 1 above.

9. No Modification. This Notice of Indenture of Lease and Grant of Easements is executed and delivered pursuant to the Lease and shall not be construed as varying or modifying any of the terms or conditions of the Lease.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Instrument to be duly executed as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

LANDLORD:

MIDDLETOWN POWER LLC

_____
Name:

_____
Name:

By: _____
Name:
Title:
Hereunto Duly Authorized

STATE OF :
: SS. April ____, 2009
COUNTY OF :

Before me, personally appeared _____, a _____ of MIDDLETOWN POWER LLC, a Delaware limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such _____ and the free act and deed of such limited liability company, before me.

_____
Name:
Commissioner of the Superior Court
Notary Public
My Commission Expires:

TENANT:

GENCONN MIDDLETOWN LLC

_____
Name:

By: _____
Name:
Title:
Hereunto Duly Authorized

_____
Name:

STATE OF :
: SS. April ____, 2009
COUNTY OF :

Before me, personally appeared _____, _____ of GENCONN MIDDLETOWN LLC, a Connecticut limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such _____ and the free act and deed of such limited liability company, before me.

_____
Name:
Commissioner of the Superior Court
Notary Public
My Commission Expires:

SCHEDULE A

LEGAL DESCRIPTION OF THE PREMISES

SCHEDULE B

LEGAL DESCRIPTION OF ENTIRE SITE

SCHEDULE C

LISTING OF ANCILLARY EASEMENTS AND
REFERENCE TO RECORDED SURVEY(S) SHOWING SAME

Exhibit G

Listing of Existing Environmental Reports/Data

1. Phase I Environmental Site Assessment, Devon Station, Middletown, Connecticut, prepared by Metcalf & Eddy, Inc. for Northeast Utilities Service Company dated March 1999.

2. Phase II Environmental Field Investigation Report prepared by Metcalf & Eddy, Inc. for Northeast Utilities Service Company dated April 1999.

3. RCRA Closure Notice for Middletown Station Service Impoundment filed by Northeast Utilities with the United States Environmental Protection Agency dated August 29, 1991.

4. Results of DEP Record Search performed by Murtha, Cullina, Richter & Pinney dated July 15, 1999.

5. 2008 Semi-Annual Status Report prepared by Shaw Environmental, Inc. for Middletown Power LLC dated July 23, 2008.

6. NRG Environmental Assessment - Step 2 Facilities, Summary table prepared by Shaw Environmental Inc., no date.

7. "Table 1 Repower Soil Analytical Results", listing soil sampling analytical results from samples collected from B-1, B-3, B-6 (two depths), and B-7 on December 11 and December 12, 2008.