

GENERATOR INTERCONNECTION AGREEMENT

This INTERCONNECTION AGREEMENT, dated Nov 17th, 2015 by and between the Town of Durham, (hereinafter referred to as the "Interconnector"), and Public Service Company of New Hampshire, dba Eversource Energy, a New Hampshire corporation having its principal place of business in Manchester, New Hampshire (hereinafter referred to as "Eversource").

WHEREAS, Interconnector desires to interconnect its 504 kW solar photovoltaic generating facility as described in the Interconnection Request documents received by Eversource on or about June 22, 2015 (the "Facility"), located in Lee, New Hampshire, with the electric system of Eversource in accordance with applicable New Hampshire Public Utilities Commission ("NHPUC") Orders and applicable laws; and

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

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

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

Article 1. Interconnection and Voltage Characteristics.

The interconnection point shall be that point at which the Facility interconnects with the 34.5 kV electric system of Eversource, (circuit 377X1, in the vicinity of pole 5/58B1 off Packers Falls Road). Under this Agreement, the Interconnector shall receive and pay for the services necessary for the purpose of connecting the Facility with the Eversource electrical distribution system. The execution of this Agreement does not constitute a request for, or the provision of, transmission or distribution service. Interconnector is responsible for (a) all arrangements to effect any deliveries of electric energy from the Facility in accordance with the appropriate retail or FERC-jurisdictional tariffs and

(b) arranging for its purchase of retail power (such as back-up or stand-by power). This Agreement does not cover sales of power, capacity, energy or market products generated from the Facility.

Unless Eversource converts its interconnection circuit, all electric energy delivered to Eversource's system from the Facility shall be 34.5 kV, single phase, sixty hertz. If the Eversource circuit is converted to a different voltage in the future, the Interconnector shall be responsible for all Facility interconnection modifications necessitated by the conversion.

Article 2. Interconnection and Protection Requirements.

To ensure the safe and reliable operation of the Facility in parallel with the Eversource system, Interconnector shall install or provide for the installation of all interconnection, protection, and control equipment as specified by Eversource in either the System Impact Study (the "Study") dated September 23, 2015, or the Technical Requirements for Non-Utility Generation dated September 2013 (collectively the "Eversource Interconnection Requirements"). The Eversource Interconnection Requirements may be modified from time to time in accordance with this Article 2 as set forth below, and to account for any modifications to the Facility as set forth in Article 5 below. The Interconnector will be responsible for all costs associated with the development of the Eversource Interconnection Requirements, and those costs associated with the required equipment and its installation.

The Interconnector may not operate the Facility in parallel with the Eversource System until:

- (a) the conditions for initial parallel operation of the Facility set forth in the Eversource Interconnection Requirements have been met;
- (b) commissioning and testing of the Facility has been completed to the satisfaction of Eversource;
- (c) the Interconnector has paid Eversource all funds due pursuant to Article 3 of this Agreement;
- (d) Interconnector has complied with the insurance requirements of Article 7;
- (e) Interconnector has provided Eversource a description of the Facility that incorporates all final design changes, including all design changes made during construction; and
- (f) Eversource has provided formal written authorization stating that operation of the Facility in parallel with the Eversource System is authorized by Eversource.

The Interconnector shall obtain each consent, approval, authorization, order or acceptance from FERC and/or ISO-NE necessary for the Interconnector or any entity that, directly or

indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Interconnector (each, an "*Affiliate*") to sell any power, capacity, energy or market products from the Facility into the wholesale power market prior to making any such wholesale sales. The Interconnector shall indemnify, defend and hold harmless Eversource, its trustees, directors, officers, employees, agents and affiliates from any costs, damages, fines or penalties, including reasonable attorneys' fees, directly resulting from Interconnector's or its Affiliate's non-compliance with any provision of this Article 2; provided, however, that such indemnification obligation shall be subject to the limitation of liability set forth in Article 7.

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

The Eversource Interconnection Requirements developed for the Facility are subject to, and are based upon, current Eversource standards, as may be amended from time to time, regarding protection and control equipment requirements sufficient to ensure the safe and reliable operation of the Eversource electric distribution system. Interconnector hereby acknowledges that such Eversource standards are periodically reviewed and modified pursuant to standard utility practice, and that Interconnector is responsible for compliance with such standards, at its sole cost, as these standards may be modified from time to time. Additionally, the costs of any such review of the Eversource Interconnection Requirements necessitated by the Facility and performed by Eversource will be the responsibility of the Interconnector. Interconnector is responsible for any and all additional costs to ensure that all relevant protection and control equipment, software, hardware, and their capabilities meet then current Eversource standards for interconnection of generating facilities to the Eversource electric distribution system. Eversource will notify Interconnector if upgrades or changes to Interconnector's protection and control equipment are necessary by issuing new or updated Eversource Interconnection Requirements. Within a mutually agreeable period following the issuance of new or updated Eversource Interconnection Requirements the Interconnector shall modify the Facility, at the Interconnectors sole expense, to meet the revised requirements thereof. Any disputes will be addressed in accordance with Article 9 of this Agreement.

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

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

System Metering

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

A customer owned, dedicated phone line to the meter is required to be operational at all time.

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

The customer shall allow Eversource reasonable access to the metering for, but not limited to, meter reading, meter testing, and meter maintenance.

Delivery Point

For the purpose of establishing ownership, operation and maintenance responsibilities, the location of facility energy delivery to Eversource (the "Delivery Point") must be defined. At this site, the Delivery Point will be the point at which the Interconnector's overhead primary conductors terminate on the in-line disconnects on the load side (customer side) of the three-phase electronic recloser to be installed at the site.

Description of Responsibilities

Eversource will own and maintain all equipment up to the Delivery Point. Interconnector will own and maintain all equipment from the Delivery Point into and throughout the Facility. Eversource will own the metering equipment, to be maintained by Eversource at the Interconnector's expense.

Article 3. General Payment Terms.

Interconnection Costs. The Interconnector is responsible for paying all costs associated with Interconnection of the Facility incurred by Eversource, including (a) testing costs, (b) costs associated with installing, testing and maintaining the communications infrastructure necessary to provide protection and/or monitoring of the Facility, (c) construction, modification and Upgrade costs (as defined in the paragraph below) necessary to accommodate the Interconnection, and (d) any ongoing maintenance costs and other charges deemed necessary by Eversource to maintain the Interconnection (all such costs described in this sentence, the "Interconnection Costs").

Distribution Upgrades. Eversource shall design, procure, construct, install, and own the distribution system upgrades described in the System Impact Study (the "Study") dated September 23, 2015. The actual cost of the Upgrades, including overheads, shall be the sole responsibility of the Interconnector.

Initial Cost Estimate. The Study contains a good-faith estimate of the initial Interconnection Costs (the "Initial Cost Estimate").

Billing and Payment Procedures for Interconnection Costs. The Interconnector shall pay

Eversource the amount set forth in the Initial Cost Estimate (the "Initial Payment") within thirty (30) days of the Effective Date, subject to extension by mutual agreement of the Parties.

Eversource will not incur Interconnection Costs prior to receipt of the Initial Payment. Actual incurred Interconnection Costs may vary from those costs included in (a) the Study, or (b) the Initial Cost Estimate. Eversource shall invoice the Interconnector for all Interconnection Costs as such costs are incurred to the extent that they exceed the Initial Payment, and the Interconnector shall pay each such invoice within thirty (30) days of receipt, or as otherwise agreed to by the Parties. Within ninety (90) days following the date on which Eversource determines that Eversource has received all of the necessary information Eversource has requested from its employees, agents, contractors and/or subcontractors working on, or providing services in connection with, the design and construction of the Interconnection, Eversource shall provide the Interconnector with an accounting report detailing any Underpayment (as such term is defined below) or Overpayment (as such term is defined below) made by the Interconnector with respect to the Initial Payment (the "True-up Report"). To the extent that the actual Interconnection Costs accrued up to the date of the Initial Interconnection exceed the Initial Payment (an "Underpayment"), Eversource shall invoice the Interconnector for an amount equal to the Underpayment and the Interconnector shall pay such amount to Eversource within thirty (30) days of such invoice. To the extent that the Initial Payment exceeds the actual Interconnection Costs accrued up to the date of the Initial Interconnection (an "Overpayment"), Eversource shall refund to the Interconnector an amount equal to the Overpayment within thirty (30) days of the provision of the True-Up Report. Any and all Interconnection Costs incurred by Eversource after the date of the True-up Report shall be billed in accordance with this provision.

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

Article 4. Right of Access.

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

access to Eversource Property. Additionally, Eversource shall have the right to enter the property of Interconnector at mutually agreed upon reasonable times and shall be provided reasonable access to Interconnector's metering, protection, control, and interconnection equipment to review for compliance with this Agreement. Upon request, Eversource shall provide Interconnector with a copy of any notes, reports or other documents made relating to any such inspection or review.

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

Right to Review Information. Eversource shall have the right to review and obtain copies of the Interconnector's operations and maintenance records, logs, or other information such as unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the Facility or its Interconnection. Eversource shall treat such information as confidential and shall use such information solely for the purposes of determining compliance with the operating requirements of Eversource.

Article 5. Modification of Facility.

A description of the Facility as studied is contained in the Eversource Interconnection Requirements and in the Interconnection Request documents received by Eversource on March 27, 2015. Any changes to the design of the Facility must be approved by Eversource in writing prior to the implementation of such design changes. Only design changes approved in accordance with this Article 5 shall be implemented. If Interconnector plans any modifications to its Facility, which modifications would reasonably be expected to affect its interconnection with the Eversource System, Interconnector shall give Eversource ninety (90) day prior written notice of its intentions. Eversource will review the modifications at the Interconnectors expense and provide a written notice of approval or notification that the modification will require revised protection and control equipment. The cost of any and all upgrades to either the Facility interconnection equipment or the Eversource electric distribution system required to permit the Facility modification shall be the responsibility of the Interconnector.

Article 6. Term of Agreement.

This Agreement shall become effective between the parties on the date of execution of this agreement. This Agreement shall remain in full force and effect subject to the suspension and termination rights contained in this Article 6.

Interconnector may terminate this Agreement by giving Eversource not less than sixty (60) days prior written notice of its intention to terminate. Eversource may terminate the interconnection under this Agreement by giving not less than sixty (60) days prior written notice should Interconnector fail to substantially perform with the interconnection, metering and other safety provisions of this Agreement, and such failure continues for more than sixty (60) days from date of notice without cure. The Eversource notice shall state with specificity the facts constituting the alleged failure to perform by Interconnector. If the parties are unable to reach agreement within 60 days on a cure for the failure to perform, either party may elect to submit the dispute to the NHPUC for resolution.

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

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

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

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

Interconnector.

Article 7. Insurance, Performance Assurance, Indemnification & Limitation of Liability.

A. Insurance Requirements.

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

One million dollars (\$1,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims;

Insurer Requirements and Endorsements. All insurance required pursuant to this Article 7 A. shall be carried by a public entity risk pool operating under RSA 5-B or insurers qualified to underwrite insurance in New Hampshire with an A.M. Best rating of A- or better. In addition, all insurance shall: (a) include Eversource as an additional insured; (b) provide that Eversource shall not be liable to the insurance carrier with respect to the payment of premium for such insurance; and (c) provide for written notice to Eversource thirty (30) days prior to cancellation, termination, or material change of such insurance.

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

Prior to Eversource commencing any work on system modifications, the Interconnector shall have its insurer provide to Eversource certificates of insurance evidencing the insurance coverage required pursuant to this Article 7 A. Such certificates shall clearly indicate that such insurance policy is written on an "occurrence made" basis. Eversource may, at its discretion, require the Interconnector to maintain tail coverage with respect to any policy written on a "claims-made" basis for a period of three years after expiration or termination of such policy.

All insurance certificates, statements of self-insurance, endorsements, cancellations,

terminations, alterations, and material changes of such insurance shall be issued and submitted to Eversource.

B. Indemnification.

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

Survival of Indemnification. The indemnification obligations of each Party set forth in this Article 7 B. shall continue in full force and effect regardless of whether this Agreement has expired or been terminated, defaulted or cancelled and shall not be limited in any way by any limitation on insurance.

C. Limitation of Liability.

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

Article 8. Force Majeure.

Neither party shall be considered to be in default hereunder and shall be excused from performance hereunder if and to the extent that it shall be prevented from doing so by storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or the public enemy, action of a court or public authority, withdrawal of equipment from operation for necessary maintenance and repair, or any other cause beyond the reasonable control of either party and not due to the fault or negligence of the party claiming force majeure, provided that the party claiming excuse from performance uses its best efforts to remedy its inability to perform.

Article 9. Dispute Resolution and Voluntary Arbitration.

In the event of any dispute, disagreement, or claim (except for disputes referred to the NHPUC under Article 6 of this Agreement) arising out of or concerning this Agreement, the Party that believes there is such a dispute, disagreement, or claim will give written notice to the other Party of such dispute, disagreement, or claim. The affected Parties shall negotiate in good faith to resolve such dispute, disagreement, or claim. If such negotiations have not resulted in resolution of such dispute to the satisfaction of the affected Parties within twenty (20) working days after notice of the dispute has been given, then an affected Party may submit such dispute, disagreement, or claim arising out of or concerning this Agreement to the NH PUC for resolution in accordance with Order 14,797 in DE 80-246. Upon mutual agreement of the Parties, a dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.

The arbitration proceeding shall be conducted by a single arbitrator, appointed by mutual agreement of the affected Parties, in Manchester, New Hampshire, under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration under such rules was made. In the event that the affected Parties fail to agree upon a single arbitrator, each shall select one arbitrator, and the arbitrators so selected shall, within twenty (20) days of being selected,

mutually select a single arbitrator to govern the arbitration. A decision and award of the arbitrator made under the Rules and within the scope of his or her jurisdiction shall be exclusive, final, and binding on all Parties, their successors, and assigns. The costs and expenses of the arbitration shall be allocated equitably amongst the affected Parties, as determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each Party hereby consents and submits to the jurisdiction of the federal and state courts in the State of New Hampshire for the purpose of confirming any such award and entering judgment thereon.

Article 10. Operating Requirements.

General Operating Requirements. The Interconnector shall construct, interconnect, operate, and maintain the Facility and all accompanying and necessary facilities in accordance with (a) all applicable laws and requirements and, "Good Utility Practice" (as defined in Section I of the ISO New England Inc., Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3); and (b) ISO-NE operating requirements in effect at the time of construction and other applicable national and state codes and standards. Following the initial Interconnection of the Facility, the Interconnector shall comply with all special operating requirements set forth in the Eversource Interconnection Requirements. In the event that Eversource believes that the cause of any problem to Eversource originates from the Facility, Eversource has the right to install monitoring equipment at a mutually agreed upon location to determine the exact cause of the problem. The cost of such monitoring equipment shall be borne by Eversource, unless such problem or problems are demonstrated to be caused by the Facility or if the test was performed at the request of the Interconnector in which case the costs of the monitoring equipment shall be borne by the Interconnector. If the operation of the Facility interferes with Eversource's or its customers' operations, the Interconnector must immediately take corrective action to stop such interference and shall not operate the Facility until such time as such interference is stopped. If the Interconnector fails to take immediate corrective action pursuant to the preceding sentence, then Eversource may disconnect the Facility in accord with Good Utility Practice.

No Adverse Effects: Non-interference. Eversource shall notify the Interconnector if Eversource has evidence that the operation of the Facility could cause disruption or deterioration of service to other customers served from Eversource's system or if operation of the Facility could

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

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

Safe Operations and Maintenance. The Interconnector shall operate, maintain, repair, and inspect, and shall be fully responsible for, the Facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement or the Eversource Interconnection Requirements. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on such Party's respective side of the interconnection point. Eversource and the Interconnector shall each provide equipment on its respective side of the interconnection point that adequately protects the Eversource system, personnel, and other persons from damage and injury. If Eversource has constructed or owns equipment or facilities, including but not limited to Upgrades, that were required solely as a result of the Interconnection, then, unless otherwise documented in the Eversource Interconnection Requirements, the costs associated with the operation, maintenance, repair and replacement of such equipment or facilities shall be the ongoing responsibility of the Interconnector and the Interconnector shall reimburse Eversource such costs.

Ongoing Maintenance: Testing of the Facility. The Parties hereby acknowledge and agree that maintenance testing of the Facility's protective relaying is imperative for safe, reliable operation of the Facility. The test cycle for such protective relaying shall not be less frequent than once every

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

Article 11. Disconnection.

A. Temporary Disconnection.

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

Routine Maintenance, Construction and Repair. Eversource shall have the right to disconnect the Facility from the Eversource system when necessary for routine maintenance, construction and repairs to the Eversource system. Eversource shall provide the Interconnector with notice of such disconnection, consistent with Eversource's Planned and Unplanned Outage Scheduling Procedure. If the Interconnector requests disconnection by Eversource, the Interconnector will be provided with information regarding Eversource scheduling practices. Such disconnection shall be scheduled in accordance with Eversource's Planned and Unplanned Outage Scheduling Procedure. Eversource shall make reasonable efforts to work with Interconnector to

schedule a mutually convenient time or times to temporarily disconnect the Facility pursuant to this paragraph.

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

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

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

Re-connection. Any temporary disconnection pursuant this Article 11 shall continue only for so long as is reasonably necessary. The Interconnector and Eversource shall cooperate with each other to restore the Facility and the Eversource system, respectively, to their normal operating states as soon as reasonably practicable following the correction of the event that led to the temporary disconnection.

B. Permanent Disconnection.

The Interconnector may permanently disconnect the Facility at any time upon thirty (30) days prior written notice to Eversource. Eversource may permanently disconnect the Facility upon termination of this Agreement in accordance with Article 6. Eversource may permanently disconnect the Facility in the event the Interconnector is unable to correct an Emergency Condition or a Non-Emergency Adverse Operating Effect in accordance with this Article 11.

Article 12. Modification of Agreement.

In order for any modification to this Agreement to be binding upon the parties, said modification must be in writing and signed by both parties.

Article 13. Confidentiality.

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

Article 14. Permits and Approvals.

The Interconnector is responsible for obtaining all environmental and other permits required by governmental authorities for the construction and operation of the Facility (each, a "*Required Permit*"). Eversource assumes no responsibility for obtaining any Required Permit, advising the Interconnector with respect to Required Permits, or assuring that all Required Permits have been

obtained by the Interconnector. Upon written request of Eversource, the Interconnector shall promptly provide to Eversource a copy of any Required Permit.

Article 15. Default and Remedies.

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

(i) A Party fails to pay any bill or invoice for charges incurred pursuant to this Agreement or any other amount due from such Party to the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party; provided, however, if such Party disputes such bill, invoice or other amount due in good faith, then such failure to pay shall not constitute an Event of Default and the Parties shall resolve such dispute in accordance with Article 9;

(ii) A Party (a) fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and (b) fails to cure or remedy such failure or breach within sixty (60) days after notice and written demand by the other Party to cure the same or such longer period reasonably required to cure the same (not to exceed an additional ninety (90) days unless otherwise mutually agreed upon, provided that the failing or breaching Party diligently continues to cure until such failure or breach is fully cured). This provision pertains only to cure periods not specifically addressed elsewhere in this Agreement;

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

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

B. Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party may, at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following: (a) continue to perform and enforce this

Agreement; (b) recover damages from the defaulting Party except as limited by this Agreement; (c) by written notice to the defaulting Party terminate this Agreement; or (d) pursue any other remedies it may have under this Agreement or under applicable law or in equity.

Article 16. Prior Agreements Superseded.

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

Article 17. Waiver of Terms or Conditions.

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

Article 18. Binding Effect; Assignment

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

option of the non-assigning party.

Article 19. Applicable Law.

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

Article 20. Changes in State Regulations or Law.

Upon thirty (30) days prior written notice, Eversource may terminate this Agreement if there are any changes in NHPUC regulations or New Hampshire law that affects Eversource's ability to perform its obligations under this Agreement.

Article 21. Headings.

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

Article 22. Notices and Service.

All notices, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing, except as otherwise provided or as reasonable under the circumstances. Service of a notice may be accomplished and will be deemed to have been received by the recipient party on the day of delivery if delivered by personal service, on the day of confirmed receipt if delivered by telecopy, registered or certified commercial overnight courier, or registered or certified mail or on the day of transmission if sent by telecopy with evidence of receipt obtained, and in each case addressed as follows:

Interconnector:

Todd I. Selig - Administrator

Town of Durham

8 Newmarket Rd, Durham, NH 03824

Eversource:

Public Service Company of New Hampshire
d/b/a Eversource Energy
780 North Commercial Street
P. O. Box 330
Manchester, NH 03105-0330
Richard C. Labrecque
Manager, Distributed Generation

Article 23. Counterparts.

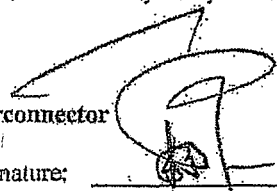
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart. Facsimile counterparts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

Article 24. Signatures.

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

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

Interconnector

Signature: 

Name: _____

Todd I. Sellg
Administrator
Town of Durham

Title: _____

Duly Authorized

Eversource Energy

Signature: _____

Name: _____

Title: _____

Duly Authorized

Article 24. Signatures.

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

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

Interconnector

Signature: _____

Name: _____

Title: _____

Duly Authorized

Eversource Energy

Signature: R. C. Labrecque

Name: RICHARD C. LABRECQUE

Title: MANAGER - Distributed Generation

Duly Authorized