ATTENTION: Risk of Curtailment

Net Energy Billing (NEB) facilities in the Maine Public District (MPD) are projected to grow to a level that may exceed system and market limitations. Versant Power's MPD solely interconnects to New Brunswick Power and is subject to Northern Maine Independent System Administrator (NMISA) market rules. The generation capacity of NEB Tariff facilities is projected to exceed the amount of demand from local system load, potential exports, and losses at times. Generation facilities operating under the NEB Tariff agreement may be scheduled to not operate by NMISA or curtailed by the Northern Maine Area Operator (NMAO) during those times to maintain system integrity and service standards, and in compliance with NMISA rules.

COMMERCIAL or INSTITUTIONAL CUSTOMER OR SHARED FINANCIAL INTEREST CUSTOMERS NET ENERGY BILLING TARIFF RATE AGREEMENT
(Facilities of Less Than 5 MW)

BETWEEN

Versant Power

AND

TARIFF RATE CUSTOMER NAME________________________________

EFFECTIVE DATE ______________________________
(To be completed by the utility)

VERSANT POWER

CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT

INDEX

Page

ARTICLE I: DEFINITIONS 1

ARTICLE II: QUALIFICATIONS 4

ARTICLE III: TERM 6

ARTICLE IV: APPLYING FINANCIAL BILLING CREDITS 7

ARTICLE V: INTERCONNECTED OPERATION 9

ARTICLE VI: METERING 9

ARTICLE VII: NMISA OBLIGATIONS 10

ARTICLE VIII: ACCESS 11

ARTICLE IX: BILLING ADJUSTMENTS 11

ARTICLE X: GOVERNMENTAL AUTHORIZATIONS 12

ARTICLE XI: ASSIGNMENT 12

ARTICLE XII: BREACH; TERMINATION 13

ARTICLE XIII: WAIVER 14

ARTICLE XIV: MODIFICATION 14

ARTICLE XV: NOTICES 14

ARTICLE XVI: APPLICABLE LAWS 15

ARTICLE XVII: DISPUTE RESOLUTION 15

ARTICLE XVIII: LIMITATION OF LIABILITY 15

ARTICLE XIX: INTEGRATION 16

ARTICLE XX: SEVERABILITY 16

ARTICLE XXI: CAPTIONS 16

VERSANT POWER CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT

Facility of Less Than 5 MW

Commercial or Institutional Customer or Shared Financial Interest

Project Sponsor Name: ____

This AGREEMENT is dated ___________________, and is between Versant Power (the "Company"), a Maine corporation having its office and principal place of business in Bangor, Maine, and ____, Customer Name/Project Sponsor (the "Customer"), located at ____. In situations where the Customer is developing the Facility itself and will be the only entity that will be a Financial Interest Customer for that Facility, the term "Customer" shall be applicable. In situations where the Project Sponsor is developing the Facility and one or more other entities will be a Financial Interest Customer for the Facility, the term "Project Sponsor" (as hereinafter defined) shall be applicable.

Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing tariff rate arrangement with Commercial or Institutional Customers who meet the qualification and use standards of Chapter 313.

The Customer/Project Sponsor has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy tariff rate billing with the Customer as described in Chapter 313.

The Parties therefore agree as follows:

ARTICLE I: DEFINITIONS

As used herein, the terms below are defined as follows:

"Approved Maintenance Outage" means a Proposed Maintenance Outage that has been approved by NMISA.

"Billing Period" is the period of time (approximately thirty (30) days) between the recordings of metered energy delivered to and received from the Facility.

"Bill Credits" are the total dollar credits available to be applied to each of a Financial Interest Customer's account(s) with the Company, defined as equaling the Tariff Rate multiplied by the Financial Interest Customer's share of the Facility output as set forth in Exhibit 1 or Exhibit 2 during the applicable Billing Period.

"Certificate of Completion" is the form adopted by the Company, in accordance with Chapter 324 of the Commission Rules, for electrician certification that the facility is fully operable

and meets the requirements of State and Local electrical codes for interconnection to the Transmission & Distribution electric system.

"Collocated" means an eligible facility that is located on the same premise, property, or development area of a net energy billing customer facility or facilities that are subscribed to that eligible facility.

"Commercial or Institutional Customer" or "Customer" is a nonresidential customer of the Company.

"Commercial Operation Date" means the date on which the Project is commercially operational, placed into service, and interconnection operations have commenced. The Commercial Operation Date cannot be before the date as stated on the Certificate of Completion or other written permission to operate or authority to interconnect the Facility provided by the T&D Utility.

"Commission" is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

"Competitive Electricity Provider" is a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

"Construction Period" has the meaning set forth in Section III of this Agreement.

"Customer" has the meaning set forth in the preamble of this Agreement.

"Delivery Period" is the period of time beginning on the Commercial Operation Date and ending on a date up to 20 years after the Commercial Operation Date, during which the Company applies Bill Credits in accordance with this Agreement.

"Distributed Generation Procurement" means the program administered by the Commission pursuant to Title 35-A, chapter 34-C of the Maine Revised Statutes, as may be amended from time to time.

"Effective Date" has the meaning set forth in Article III of this Agreement.

"Facility" is all of the Customer's generating plant and equipment which the Customer/Project Sponsor owns, or has a financial interest , including the _________ kW _______________________{fuel type} generator located at service address ___________________ ____as more fully identified in the Interconnection Agreement between the Company and the Customer Name/Project Sponsor Name. {This includes any battery storage associated with the facility.}

"Financial Interest" means, with respect to the Facility, facility ownership or shared ownership, a lease agreement, a power purchase agreement, or other agreements sufficient to represent a financial interest in the Facility.

"Financial Interest Customer" means a Commercial or Institutional Customer of the Company who has a Financial Interest in the Facility, including a Shared Financial Interest Customer.

"Forced Outage" means an unplanned disconnection or separation of one or more elements of an electric system.

"Generation" means the kilowatt-hours delivered to the Company's system from the Facility as measured by the Company's Revenue Quality Meter during the Billing Period.

"Maintenance Outage" means an outage of a facility, on either a planned or unplanned basis, in order to perform maintenance in order to return the facility to service.

"Megawatt" or "MW" means megawatts denominated in alternating current (AC).

"MPD" means the Company's Maine Public District.

"NMISA" means the Northern Maine Independent System Administrator.

"NMISA Market Rules" means all rules and operating procedures adopted by NMISA, as such rules and operating procedures may be amended from time to time.

"NMISA Tariff" means the Northern Maine Independent System Administrator, Inc., FERC FPA Electric Tariff, Volume No. 1, as may be amended from time to time.

"Party" means either the Company or Customer and "Parties" means both the Company and Customer.

"Project Sponsor" means an entity or its successor or assignee that develops, owns, manages, operates, or is otherwise the responsible entity for a Facility in which there are Financial Interest Customers other than the Project Sponsor.

"Renewable Energy Certificates" or "RECs" shall mean any certificate, credit, allowance, green tag, offset, or other environmental or emissions attribute created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour, from a renewable energy source, and excluding for the avoidance of doubt any Bill Credits.

"Proposed Maintenance Outage" means a Maintenance Outage which has been submitted to NMISA but which has not been classified as an Approved Maintenance Outage.

"Revenue Quality Meter" means an electric meter that meets the applicable standards and requirements of the investor-owned transmission and distribution utility and NMISA as applicable, in the service territory where the Facility is located.

"Rules" are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall

be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

"Shared Financial Interest" means a Financial Interest in the Facility that is shared among a group of customers.

"Shared Financial Interest Customers" mean the Financial Interest Customers who have a Financial Interest in the Facility, where multiple Financial Interest Customers have a Financial Interest in the Facility.

"Standard Offer Provider" is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

"Tariff Rate" means the applicable rate established in accordance with Chapter 313, section 3(J) of the Rules, as established 35-A M.R.S. § 3209-B(5).

"Unused Credits" are Bill Credits that, in accordance with this Agreement under the fixed allocation methodology are created when the value of Generation exceeds charges for billed usage and are credited to each Financial Interest Customer account as determined for any Billing Period. Unused Credit for Agreements using the cascading allocation methodology, the Generation which exceeds the charges for billed usage will be banked as kWh, not financial credits, and stored on the first account listed on Exhibit 2. As kWh are drawn from the bank, the Bill Credit will be based on the Financial Interest Customer's account's applicable Tariff Rate times the banked kWh Credit applied to that Financial Interest Customer's invoice. Financial Interest Customers may accumulate Unused Credits and apply them against future bills over a rolling 12 month period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

This Agreement includes certain capitalized terms that are not explicitly defined in this Section or anywhere else in this Agreement. Such capitalized terms shall have the meanings specified in the NMISA Tariff and the NMISA Market Rules and Manuals, which meanings are incorporated herein by reference and made part hereof. In the event of any inconsistency between a definition contained in this Agreement and a definition contained in either the NMISA Tariff or the NMISA Market Rules and Manuals, the definition in this Agreement will control for purposes of this Agreement.

ARTICLE II: QUALIFICATIONS

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (B-3), with the additional requirement that a fuel cell must derive its energy from a renewable fuel or technology, (ii) have an installed capacity of less than 5.0 MW, (iii) be located in the service territory of the Company, (iv) qualifies as eligible to participate in net energy billing pursuant to Title 35-A M.R.S. section 3209-A or section 3209-B, and (v) be used to offset part or all of the Financial Interest Customer's own electricity payment obligations or the payment obligations of the accounts listed in Exhibit 1 or Exhibit 2 for cascading credits. Furthermore, each Financial Interest Customer identified in Exhibit 1 or Exhibit 2 is a Shared Financial Interest Customer with a legally enforceable Financial Interest in the Facility and

has the rights to the benefits of the output of the Facility (for Commercial or Institutional Shared Financial arrangements under Chapter 313).

In accordance with the Commission's Advisory Ruling dated February 9, 2021 in Docket No. 2020-00332, the Commission determined that battery storage can be combined with a renewable fuel or technology as defined in 35-A M.R.S. § 3210(2)(B-3) so long as there are controls are in place that prevent the battery storage unit which is paired with the NEB facility from being charged from the grid, or if the battery is capable of charging from the grid, controls are in place which would prevent the battery from discharging energy to the grid. The Net Energy Billing application submitted by the Customer contains a section in which Customer stated whether the Facility is paired with battery storage and if controls have been or will be in place to prevent the battery storage unit which is paired with the NEB facility from being charged from the grid, or if the battery is capable of charging from the grid, controls have been or will be put in place which would prevent the battery from discharging energy to the grid. In accordance with the Advisory Ruling, for Customers/Projects Sponsors with Facilities greater than 100 kW in size that are paired with battery storage, the Customer/Project Sponsor must submit an annual attestation affirming that the controls necessary to prevent the battery from being charged from the grid remain in place. Company will initiate the annual attestation process and will track responses. In the event that a Customer does not provide the annual attestation or is found to have removed or modified the controls such that the battery can be charged from the grid, then (i) the Customer/Project Sponsor will be deemed ineligible to participate in Net Energy Billing, (ii) Company may immediately terminate this Agreement without following the Breach provisions set forth in Article XII of this Agreement, and (iii) Company may require that the Customer/Project Sponsor refund to Company the value of credits provided under this Agreement.

If the Customer removes both the battery and the controls from the Facility, the attestation requirement will cease upon notification of the removal. If the battery remains at the Facility site, the Customer must continue to submit an annual attestation.

The Customer/Project Sponsor and Company are jointly responsibility for using commercially reasonable efforts to monetize the value of the output of the facility. The Customer/Project Sponsor is responsible for adhering to NMISA Market Rules for scheduling charging and discharging in the day ahead schedule according to NMISA Market Rule 2. At no time will the output of the Facility (including any stored energy being discharged) exceed 4.99 MW. Company will audit the Facility generation and may require the Customer/Project Sponsor to install additional metering to track battery discharge to the grid. Any incremental costs associated with additional metering associated with the battery storage facility will be borne by the Customer/Project Sponsor.

In accordance with 35-A M.R.S. § 3209-B(8), for any Agreement with an Effective Date after December 31, 2023, the Facility must be Collocated with the Financial Interest Customers specified in Exhibit 1 and Exhibit 2 and those Customers must subscribe to 100% of the Facility Generation. For the purpose of enforcing this term, the Company will use the address associated with the Account Numbers specified in the Exhibit 1 and Exhibit 2, the address of the Facility, and the Customers' account information.

Notwithstanding anything in this Agreement to the contrary, to be used for Net Energy Billing, a distributed generation resource must meet all applicable requirements of Maine's Net Energy Billing statutes (including but not limited to 35-A M.R.S. §§ 3209-A and 3209-B), the Commission's Rules, and any other applicable law, statute, or regulation, including, without limitation, the following:

- A Facility with a nameplate capacity of greater than 2 MW and not more than 5 MW must, on or before December 31, 2024, reach commercial operation by the date specified in this Agreement or by the date specified with an allowable modification to the Agreement, in accordance with 35-A M.R.S. §3209-A(7)(E); and
- A Facility with a nameplate capacity of at least 1 MW and not more than 2 MW must, on or before December 31, 2024, reach commercial operation by the date specified in this Agreement or by a date specified with an allowable modification to this Agreement, in accordance with 35-A M.R.S. § 3209-A(9).

Customer/Project Sponsor agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraphs, as applicable.

ARTICLE III: TERM AND EFFECTIVE DATE

For new resources, this Agreement has two periods that together comprise the Term of the Agreement.

The Company shall issue this Agreement within 10 Business Days of either (i) the execution of the Interconnection Agreement for the Facility, or (ii) for a Facility that does not have an interconnection agreement but has an interconnection queue position, and the Customer has provided to the Company documentation that it has attained Financial Interest for at least ninety percent (90%) of the Facility capacity, output, or other form of participation or subscription. The Company shall execute this Agreement within fifteen (15) Business Days of receiving this Agreement signed by the Customer/Project Sponsor. This Agreement is effective when fully executed by the Parties (the "Effective Date").

(a) The Construction Period commences on the Effective Date and ends on the Commercial Operation Date. Customer/Project Sponsor shall provide notice to the Company a minimum of ten (10) Business Days in advance of the Commercial Operation Date. The Construction Period must be completed in accordance with the deadlines set forth in 35-A M.R.S. §§ 3209-A and 3209-B, as applicable, as described in Article II above. Customer may seek an extension of the Construction Period for an interconnection-related delay or circumstances beyond Customer/Project Sponsor's control, or as consented to by the Company, with consent not being unreasonably withheld.

(b) The Delivery Period of the Agreement, with respect to applying Bill Credits, begins on the first day full Tariff credits accrue to the customers' utility accounts for that day's generation ("Delivery Start Date") and continues through the twentieth (20th) anniversary of the Delivery Start Date.

For existing resources, the Delivery Period of the Agreement with respect to applying Bill Credits, begins on the on the Effective Date and continues through the 20th anniversary of the Effective Date.

ARTICLE IV: APPLYING FINANCIAL BILLING CREDITS

The following methodology will be utilized by the Company in determining a Financial Interest Customer's Bill Credits or payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Financial Interest Customer's Competitive Electricity Provider. If the Financial Interest Customer's Competitive Electricity Provider provides the Financial Interest Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or providing any financial credits for this separate generation service bill. The initial application of Bill Credits for Financial Interest Customers under this Agreement may require two Billing Periods to implement. In order to facilitate billing under this Agreement, the utility reserves the right to place all Financial Interest Customers listed in Exhibit 1 or Exhibit 2 in the same billing cycle.

A. Bill Credit

If during a Billing Period, Bill Credits are greater than zero (0), the Financial Interest Customer's accounts with the Company as identified in Exhibit 1 or Exhibit 2 will be credited based upon the percentage or cascading allocation specified for each such account as identified in Exhibit 1 or Exhibit 2 of this Agreement. For the Fixed Allocation method, the total percent allocation must equal 100 percent. The applied Bill Credit in a Billing Period may not exceed the total monthly charges applicable to a Financial Interest Customer's account(s) with the Company during the Billing Period. In applying monthly Bill Credits, the Company will follow the payment waterfall methodology specified in Chapter 322 of the Commission Rules.

Unused Credits will be calculated for each designated account listed in Exhibit 1 or Exhibit 2. Unused Credits, once accrued on an account, cannot be reallocated to another account. Cumulative Unused Credits are increased by the value of excess Bill Credits determined for the current Billing Period, and the cumulative value will remain available for possible future application in accordance with paragraph (C) Unused Credits of this Article IV. The contact person representing the Facility has the right to request a change in the allocation of Bill Credits from the Facility to the Financial Interest Customers' account(s) by submitting a request to the Company in accordance with the notice provisions set forth in Article XV below. The Company will provide notice to the designated contact person when any such request has been accepted by the Company or the basis for any denial of such request. Any such changes in Bill Credits to fixed or cascading allocations for existing Financial Interest Customers listed on Exhibit 1 or 2 shall be made prospectively beginning with the next Billing Period following an accepted request except that retroactive allocations shall be allowed to correct metering or allocation errors. Unused Credits on prior Financial Interest Customer accounts with the Company will remain with that Financial Interest Customer until either fully applied or their expiration in accordance with paragraph (C) below.

B. Priority of Bill Credit Application

If during a Billing Period, a Financial Interest Customer's Bill Credits are greater than zero (0), then the Financial Interest Customers' bill will be calculated and Bill Credits applied in accordance with this agreement. For each Financial Interest Customer account identified in Exhibit 1 or Exhibit 2, current month Bill Credits will be applied to the amounts due on the account first before application of any Unused Credits. If the amount due on the account is greater than the current month Bill Credits plus all available Unused Credits for the account, the Financial Interest Customer will be billed on the remaining amount in excess of all applied Bill Credits and Unused Credits. Bill Credits in excess of the charges due on an account for any Billing Period will be added to the total Unused Credits amount for such account. If the cascading allocation method is selected, Unused Credits will be stored on the account listed first on Exhibit 2 and will be used in cascading order in subsequent billing periods. If Unused Credits are used during a Billing Period then the total Unused Credits will be reduced by an equivalent amount on a first in, first out basis.

C. Expiration of Unused Credits

As Financial Interest Customers are invoiced each month, current month Bill Credits are first applied and then, if applicable, banked Unused Credits are drawn from the customer's bank. In applying banked Unused Credits to a Financial Interest Customer account, the oldest Unused Credits will always be drawn from the account bank first. Unused Credits expire on a rolling 12-month basis. Accordingly, any Unused Credits that remain in the Financial Interest Customer account bank will be eliminated after the twelfth month and will not be applied against customer invoices. The Financial Interest Customer will receive no compensation for these eliminated Unused Credits. Bill Credits generated for an account that has been final billed are governed by Paragraph (F) below.

D. Charges

Bill Credits may be applied to all T&D and Supply charges regardless of type. The Financial Interest Customer is responsible for all charges, which are applicable and recovered by the Company, that are in excess of the Financial Interest Customer's current month's Bill Credits plus Unused Credits if available.

E. Modifications to Bill Credit Allocations

Only the Customer/Project Sponsor's contact person or designee identified in Article XVI has the authority to request modification to this agreement and all such requests must be transmitted by the acceptable means identified in Article XVI. The contact person is required to inform the Company of any requested modifications to the agreement, including any changes to the allocation designations contained in Exhibit 1 or Exhibit 2, soon as possible. Requested changes that affect the application of Bill Credits for newly added Financial Interest customers under this agreement will be made on a prospective basis only and may require two Billing Periods to implement.

F. Replacement of Final Billed Accounts (for Shared Financial Interest Arrangements)

This paragraph (F) applies only to Shared Financial Interest Customers that have a Financial Interest in the Facility. To ensure the uninterrupted allocation of credits following the final billing and deactivation of a Shared Financial Interest Customer account, the Customer's contact person or designee identified in Article XVI is required to provide the Company with notification of any replacement accounts within thirty (30) days of receiving notice of an account's final billing. If the Shared Financial Interest account for the Facility invoice is generated prior to that date, Credits that otherwise would have been allocated to the final billed account will be credited to the retail service account representing the physical location of the Facility. Such Credits will be subsequently reallocated to the designated replacement account(s) as directed by the Customer/Project Sponsor's contact person or designee identified in Article XVI.

If the Customer/Project Sponsor's contact person or designee identified in Article XVI fails to provide notification of a replacement account(s) within 30 days of notification of an account's final billing, then at the conclusion of such thirty (30) days, excess Credits allocated to the retail service account representing the physical location of the Facility will remain on that account and will not be manually transferred to a different account(s). If the terminating account is final billed on the scheduled meter read date of the retail service account representing the physical location of the Facility, the terminating account will receive Credits on its final bill. If the terminating account is final billed on any other date, the account will not receive Credits but would be eligible to receive any Unused Credits from prior Billing Periods.

G. Application of kWh and Financial Credits

If an individual Financial Interest Customer participates in one or more Net Energy Billing arrangements and/or also receives financial credits in any Distributed Generation Procurement arrangement, the Financial Interest Customer's consumption will first be reduced by any applicable kWh credits before financial credits are applied. Separate banks will be created for kWh and financial credits and each will expire based upon the terms applicable to each type of contract under which the credits are acquired.

ARTICLE V: INTERCONNECTED OPERATION

This Agreement governs solely the terms and conditions under which the Company will engage in financial bill crediting with the Customer/Project Sponsor and Financial Interest Customers. It **does not** authorize the Customer/Project Sponsor or Financial Interest Customer to interconnect the Facility with the Company's electric system. The terms and conditions of interconnected operation shall be set forth in a separate Interconnection Agreement between the Customer/Project Sponsor or its affiliate or Facility Owner(s) and the Company. For new resources, the Customer/Project Sponsor **may not operate** the Facility in parallel with the Company's system until the Company provides the Facility with written notification specifically stating that all of the requirements for interconnection have been satisfied.

ARTICLE VI: METERING

The Company will install metering equipment as necessary to: 1) accomplish the billing as described in Article IV: Applying Financial Billing Credits of this Agreement; and 2) collect the applicable State of Maine sales tax on billed sales.

In the event that the Customer/Project Sponsor or its affiliate or Facility Owner(s) requests that the Company install nonstandard metering equipment or metering equipment which is in addition to the metering that the Company determines is necessary to accomplish Customer billing in accordance with this Agreement, the Company will install such nonstandard or additional metering as quickly as practicable in the normal course of the Company's business as provided in the Terms and Conditions § 12.9 of the Company's Electric Rate Schedule. The Company will charge its incremental costs of owning, maintaining, and installing such nonstandard or additional metering to the Customer/Project Sponsor or its affiliate or Facility Owner(s). The Company will charge its incremental billing costs resulting from such nonstandard metering equipment installed at the request of Customer/Project Sponsor. The Company, at its sole discretion, may require advance payment from the Customer/Project Sponsor for such nonstandard or additional metering.

The Company will own, maintain, and read all metering equipment necessary for Customer/Project Sponsor billing. Revenue Quality Metering for generation applicable to Commercial or Institutional Tariff Rate billing will be in accordance with the Facility's Interconnection Agreement and the Chapter 324 Rule or NMISA Market Rules (as applicable).

ARTICLE VII: NMISA OBLIGATIONS

Facilities located in the Company's MPD are required to comply with NMISA Market Rules and Tariffs, as applicable. Load scheduling requirements pursuant to Section 2 of the NMISA Market Rules apply to all Facilities that generate Energy and Capacity in excess of 500 kW. To the extent that NMISA imposes obligations that are distinct from those described above, this Agreement may be modified to reflect those obligations.

A. Project Sponsor's Obligations and Conditions

a. Project Sponsor agrees to execute a Service Agreement with NMISA and become a Market Participant.

b. Project Sponsor grants title to all Energy and Capacity produced by the Facility (net of any Energy and Capacity consumed behind the customer or facility meter) to the Company.

c. The Project Sponsor shall comply with NMISA Market Rule 6, as applicable, and is responsible for providing notice to NMISA, the Company, or any entity designated by the Company of the schedules for all Maintenance Outages of the Facility, including the dates and expected duration of each such outage. In the event of a Forced Outage, the Project Sponsor shall comply with NMISA Market Rules 2 and 6.3, as applicable, and provide notice immediately upon becoming aware that a Forced Outage has occurred or is likely to occur to NMISA, the Company, or any entity designated by the Company. Such notice shall include, and is not limited to, emergency restoration details and the estimated time of restoration.

d. The Project Sponsor shall be responsible for NMISA charges resulting from a failure to comply with the obligations of Article VII.A.c. of this Agreement relating to the planning and communication of Maintenance Outages in the NMISA Market Rules, including the resulting energy imbalance charges. The Company shall invoice the Project Sponsor for any charges associated with the energy imbalances within twenty (20) business days following the end of the month and the Project Sponsor shall pay the invoice not later than ten (10) business days of receipt of invoice.

e. The Project Sponsor shall not be responsible for NMISA charges resulting from a failure to meet NMISA scheduling requirements, including the requirements for Balanced Schedules, resulting from weather-based production variations, or other production variances beyond the Project Sponsor's control.

f. Prior to interconnection, the Project Sponsor shall provide to the Company and any entity designated by the Company the anticipated generation output of the Facility in MWh for each hour of the year, based upon the specific renewable energy technology installed and all Facility parameters. Project Sponsor shall use commercially reasonable efforts to ensure the accuracy of the forecasted output information provided.

g. Project Sponsor authorizes NMISA to share the actual output of the Facility with the Company and Competitive Energy Providers, including Standard Offer Providers, serving customers in the MPD, through a secure site.

B. Company Obligations and Conditions

a. The Company shall take title to all Energy and Capacity (net of any Energy and Capacity consumed behind the customer or facility meter) produced by the Facility.

b. The Company assumes no responsibility for curtailment of the Facility.

c. The Company assumes no liability for any market-related consequences that result from the operation of, or a failure thereof, experienced by the Facility.

ARTICLE VIII: ACCESS

The Company shall have the right of access to premises on which the Facility is located, and to all property furnished by the Company installed therein, at all reasonable times during which service is provided to the Customer/Project Sponsor, and on its termination, for the purpose of reading meters, or installation, inspection and repair of equipment used in connection with its energy, or removing its property, or for any other proper purposes.

The Customer/Project Sponsor or its affiliate or Facility Owner(s), at its expense, shall maintain suitable and safe access to all equipment owned by the Company on the Customer/Project Sponsor's property. If the property of the Customer/Project Sponsor or its affiliates or Facility Owner(s) is secured by a gate, chain or similar device, the customer shall install the device to allow installation of a Company-owned lock for access to this property.

ARTICLE IX: BILLING ADJUSTMENTS AND MONTHLY REPORTING

Errors that are identified pertaining to the metered generation may be corrected, and associated financial adjustment shall be made, within the time-period allowed by NMISA Market Rules. The Project Sponsor and the Company are jointly responsible for identifying errors in a timely fashion. The Company shall correct errors as soon as practicable after they are identified but shall not be responsible for any errors which are not identified in time to provide a reasonable period for correction within the time-period allowed by NMISA Market Rules. The timing for performing such adjustments to subscriber accounts is described below:

(a) In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer (or designated agent, as applicable) will work together to correct the billing. Company and Customer/Project Sponsor (or designated agent, as applicable) shall work together in good faith to make the billing adjustment as soon as practicable and shall make every attempt to correct the billing within one (1) Billing Period from identification of the need for the billing adjustment.

If Bill Credits allocated were found to be lower than they should have been, the Company will perform a true-up and allocate the previously un-allocated Bill Credits during the next Billing Period. The Bill Credits will expire 12 months from the date they were allocated to the Financial Interest Customer(s).

If Bill Credits allocated were found to be higher than they should have been, the Company will perform a true-up and reduce the Bill Credits during the next Billing Period by the previously over-allocated Bill Credit amount.

If the Company and Customer/Project Sponsor cannot resolve the billing adjustment to their mutual satisfaction, they may commence the dispute resolution process in Article XVIII below.

(b) Until such time as the Company automates its billing system to provide such information directly on the Facility Account invoice, by the twentieth (20th) day of each month, following the month in which the Bill Credits are applied, the Company shall provide Customer/Project Sponsor with a report describing the allocation of Credits to Shared Financial Interest customers in the corresponding Billing Period. The data provided will include, for each Financial Interest Customer account, the account number, and the percent allocation and Credit amount applied, as well as an indication of any of the accounts which were final billed and are consequently no longer active. The data will also include total Facility production, total value of Credits generated, and total value of Credits allocated to Shared Financial Interest customers' accounts.

ARTICLE X: GOVERNMENTAL AUTHORIZATIONS

The Customer or Project Sponsor shall ensure that all governmental authorizations and permits required for operation of the Facility are obtained and maintained during the term hereof. The Customer or Project Sponsor shall provide copies of any such authorizations, permits and licenses to the Company upon request.

ARTICLE XI: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld: provided that either Party may assign this Agreement without prior written consent of the non-assigning Party (i) to an affiliate of said Party, (ii) as collateral security to any lenders, investors, or financial institutions in connection with any financing for the Facility, or (iii) in connection with a tax equity transaction including, without limitation, a sale leaseback, partnership flip, or inverted leasing structure. Project Sponsor (i) may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests this Agreement as collateral for any financing or refinancing and (ii) may assign this Agreement to the Facility Owner. All assignees, pledgees or transferees shall assume all obligations of the Party assigning the Agreement. If this Agreement is assigned without the written consent of the non-assigning Party (except as otherwise provided above), the non-assigning Party may terminate the Agreement.

If the Customer/Project Sponsor is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer/Project Sponsor to a third party shall be deemed an assignment of this Agreement; provided that a sale of all or substantially all of the membership interests of a limited liability company shall not be deemed an assignment of this Agreement; provided further that a change of control in a parent entity that directly or indirectly owns or controls Customer/Project Sponsor shall not be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer/Project Sponsor to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer/Project Sponsor agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer/Project Sponsor have a Financial Interest in the Facility as defined herein, (ii) the assignee be a transmission and distribution customer of the Company, and (iii) the assignee shall have a valid Interconnection Agreement with the Company. For that reason, the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

ARTICLE XII: BREACH; TERMINATION

Customer/Project Sponsor may terminate this Agreement at any time in its sole discretion by providing notice to the Company not less than one hundred and eighty (180) days before such termination.

In the event of breach of any material terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other Party (provided that, if the breaching Party has commenced and is diligently pursuing efforts to cure such breach, then such 30-day period shall be extended until the earlier of (i) 30 additional

days or (ii) end of diligent efforts to cure the breach), then the non-breaching party may terminate this Agreement by written notice at any time until cure of such breach occurs. In the event of any proceedings by or against either Party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors (excluding, for the avoidance of doubt, an assignment in accordance with Article XI or other collateral assignment to obtain project financing), the other Party may terminate this Agreement.

If the Customer/Project Sponsor increases the capability or the capacity of the Facility to exceed 4.999 MW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer/Project Sponsor for damages resulting from a termination pursuant to this paragraph.

If the Customer/Project Sponsor's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods after the Commercial Operation Date [Effective Date for existing resources] for a reason other than a force majeure event, the Company may terminate this Agreement.

ARTICLE XIII: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIV: MODIFICATION

Except as explicitly authorized herein, no modification to this Agreement shall be valid unless it is in writing and signed by both Parties hereto.

ARTICLE XV: NOTICES

All notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be transmitted by the Party transmitting the communication, via first class mail, courier, overnight delivery service, or by electronic mail addressed to the other Party as follows:

To the Company:

Versant Power
P.O. Box 932
Bangor, ME 04402-0932
Attn: LEGAL NOTICES
Email: legalnotices@versantpower.com

To Customer/Project Sponsor:

Contact Person Name ____

Contact Person Address ____

City, State Zip ____

Contact Person Telephone ____

Contact Person Email Address ____

The Company and Customer/Project Sponsors, upon thirty (30) days written notice to the other in accordance with this Article, may change a name or addresses to which notices under this Agreement must be sent.

ARTICLE XVI: APPLICABLE LAWS

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

If, after the execution of this Agreement, any right or obligation of either Party under this Agreement is materially altered as the result of any change in applicable laws or regulations, the Parties agree to negotiate in good faith to amend this Agreement to conform to the revised law or regulation. If the Parties are unable to come to an agreement as to the appropriate amendment of this Agreement in the event of a change in applicable laws or regulations, then the Party whose right or obligation is materially altered as a result of such change in law or regulations may terminate this Agreement by providing the other Party with sixty (60) days prior written notice, in which case the Parties respective rights and obligations will governed by the applicable revised law or regulation after such termination of this Agreement.

ARTICLE XVII: DISPUTE RESOLUTION

In the event of any dispute between the Parties hereto as to a matter referred to within this Agreement or as to the interpretation of any part of this Agreement, the Parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective Parties fail to resolve the dispute within ten (10) days from such referral, the Parties agree that any such dispute shall be referred to the Commission for resolution. To the extent that the Commission declines to resolve the dispute or lacks the jurisdiction to do so, the Parties may pursue any rights or remedies available at law or in equity and consistent with this Agreement in connection with the dispute.

ARTICLE XVIII: LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, claim, injury liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

ARTICLE XIX: INTEGRATION

The terms and provisions contained in this Agreement between the Customer/Project Sponsor and the Company constitute the entire Agreement between the Customer/Project Sponsor and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer/Project Sponsor and the Company with respect to the Facility and this Agreement.

ARTICLE XX: SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

ARTICLE XXI: CAPTIONS

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, all as of the day and year first above written.

Commercial or Institutional Customer Name or Project Sponsor

By:_____________________________________

Its: _________________________________

VERSANT POWER

By: ____________________________________

Its: __________________________________

Exhibit 1 – Percentage Allocation

The sum of all percentages must equal 100%.		
Customer Name	**Account No.**	**% Allocation**
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Note: The complete customer list only needs to be provided prior to the Commercial Operation Date of the Facility and can be included with the Net Energy Billing Application.

Exhibit 2 – Cascading Allocation

Customer Name	Account No.	Cascade Order
		1
		2
		3
		4
		5
		6
		7
		8
		9
		10

Note: The complete customer list only needs to be provided prior to the Commercial Operation Date of the Facility and can be included with the Net Energy Billing Application.