For use in the MPD

MUNICIPAL CUSTOMER NET ENERGY BILLING AGREEMENT

BETWEEN

VERSANT POWER

AND

MUNICIPALITY CUSTOMER NAME:

_____

EFFECTIVE DATE: _____

Contract date to be filled in by the utility.

VERSANT POWER

CUSTOMER NET ENERGY BILLING AGREEMENT

INDEX

VERSANT POWER
CUSTOMER NET ENERGY BILLING AGREEMENT

Project 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_____ (the "Customer") located at _____.

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 arrangement with customers who meet the qualification and use standards of Chapter 313.

The Customer 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 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.

"Bi-directional Meter" means a single meter that is capable of measuring both (i) the kilowatt-hours delivered to the Company's system from the Facility and (ii) the kilowatt-hours that flow from the Company's system to the Facility.

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

"Certificate of Completion" is the form adopted by the Company, in accordance with Chapter 324 of the Commission Rules is executed by the electrician certifying that the generating facility is fully operable and meets the requirements of state and local electrical codes for interconnection of the transmission and distribution electric system. {Note – Definition is not applicable for existing resources.}

"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. {Note – Definition is not applicable for existing resources.}

"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.

"Credits" are the number of kilowatt-hours by which Out Energy has exceeded In Energy during any Billing Period.

"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.

"Distribution 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.

"Excess Usage" is the quantity expressed in kilowatt-hours determined by subtracting Unused Credits from In Energy. If Unused Credits exceed In Energy, Excess Usage is equal to zero (0).

"Facility" is all of the Customer's generating plant and equipment, including the Customer's _____ kW _____ {fuel type} generator located at _____ as more fully identified in the Interconnection Agreement between the Company and the Customer. {This includes any battery storage associated with the facility.}

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

"In Energy" is the kilowatt-hours delivered to each of the Customer accounts listed in Exhibit 1 or Exhibit 2 from the Company's system as measured by the In Meter(s) or a Bi-directional Meter during the Billing Period.

"In Meter(s)" are the metering equipment used to measure the kilowatt-hours that flow from the Company's system to each of the Customer accounts listed in Exhibit 1 or Exhibit 2.

"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.

"Net Energy" is the difference between the kilowatt-hours delivered by the Company to the Customer and the kilowatt-hours delivered from the Facility to the Company over the same time period and determined as if measured by a single meter capable of registering the flow of electricity in two directions.

"Net Energy Billing" means net energy billing arrangements under Title 35-A M.R.S. sections 3209-A or 3209-B.

"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.

"Out Energy" is the kilowatt-hours delivered to the Company's system from the Facility as measured by the Out Meter(s) or a Bi-directional Meter during the Billing Period.

"Out Meter(s)" are the metering equipment used to measure the kilowatt-hours delivered from the Facility to the Company's system. For a Facility equal to or greater than 500 kW, a Revenue Quality Meter is required.

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

"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.

"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.

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

"Unused Credits" are Credits that, in accordance with this Agreement, remained when Excess Usage was determined for any Billing 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 may include 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. § 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 any amount but net energy billing credit will be based upon the first 4.999 MW, (iii) be located in the service territory of the Company (iv) qualifies as eligible to participate in Net Energy Billing pursuant to 35-A M.R.S. § 3209-A or 35-A M.R.S. § 3209-B, and (v) be used primarily to offset part or all of the Municipal Customer's own electricity bill(s).

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 unit which is paired with the NEB facility and if controls have been or will be in place to prevent the battery storage 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 with Facilities greater than 100 kW in size that are paired with battery storage, the Customer must submit an annual attestation affirming that the controls necessary to prevent the battery from being charged from the grid remain in place. The 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 will be deemed ineligible to participate in Net Energy Billing, (ii) the Company may immediately terminate this Agreement without following the Breach provisions set forth in Article XII of this Agreement, and (iii) the Company may require that the Customers refund to the 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 and the Company are jointly responsibility for using commercially reasonable efforts to monetize the value of the output of the Facility. The Customer is responsible for adhering to NMISA Market Rules for scheduling charging and discharging in the day ahead

schedule according to NMISA Market Rule 2. The Company will audit the Facility generation and may require the Customer 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.

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 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. 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 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'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 Commercial Operation Date of the Facility and continues through the twentieth (20th) anniversary of the Commercial Operation Date.

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

ARTICLE IV: NET ENERGY BILLING

The following methodology will be utilized by the Company in determining Customer's 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 Customer's Competitive Electricity Provider. If the Customer's Competitive Electricity Provider provides the Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or performing any netting for this separate generation service bill. The initial application of Credits for 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 customers listed in Exhibit 1 or Exhibit 2 in the same billing cycle.

A. Excess Generation

If during a Billing Period, Out Energy, as measured by Revenue Quality Metering or another type of utility meter capability of measuring hourly Out Energy, is greater than zero (0), then the Facility and any secondary usage accounts will be credited appropriately, based upon an allocation as determined by the Customer. Excess generation from the Facility will be percent allocated to all of the Customer's secondary accounts set forth in Exhibit 1 or on a cascading basis according to the priority order in the Facility as selected by the Customers as identified in Exhibit 2. Credits will only be based upon the energy equivalent of up to the first 4.999 MWh/hr. The municipal customer will not be compensated for any deliveries above 4.999 MWh. Any energy delivered above 4.999 MWh/hr will be used to reduce system losses.

Unused Credits will be calculated for each designated account listed in Exhibit 1 using the percentage allocation. If the cascading credit allocation is elected, any Unused Credits will be stored with the Facility account. Credits, once accrued on an account, cannot be moved to another account. Unused credits are increased by the value of Credits, determined for that Billing Period, and that increased value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application. It is the Customer's sole responsibility to review and request modification to the information in either Exhibit 1 or Exhibit 2. The customer has the right to request a change in the excess energy percentage or cascading allocation to the facility and secondary account(s) by submitting a request to the Company in accordance with the notice provisions set forth in Article XV below. Any such changes in fixed or cascading allocations to existing customers listed on Exhibit 1 or 2 shall be made prospectively beginning with the next Billing Period following an accepted request. The Company will provide notice to Customer whether any such request has been accepted by the Company or the basis for any denial of such request.

B. Excess Usage

If during a Billing Period, In Energy is greater than zero (0), then Excess Usage for that Billing Period will be calculated. If Excess Usage is greater than zero (0), then for the Facility and

any secondary account at the conclusion of that Billing Period: (i) kilowatt-hour usage will equal the value of Excess Usage and (ii) Unused Credits are equal to zero (0). If Excess Usage is equal to zero (0), then for the Facility and secondary accounts at the conclusion of that Billing Period: (i) kilowatt-hour usage is equal to zero (0) and (ii) Unused Credits are reduced by the value of In Energy, determined for that Billing Period, and that reduced value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

C. Unused Credits

As customers are invoiced each month, current month 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 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 Customer account bank will be eliminated after the twelfth month and will not be applied against customer invoices. The Customer will receive no compensation for these eliminated Unused Credits.

D. Charges

Net Energy Billing only applies to kilowatt-hour usage charges. Any other charges that are applicable to the Customer and that are recovered by the Company other than through kilowatt-hour usage charges will be collected by the Company and are the responsibility of the Customer. For example, the Customer is responsible for all other charges, which are applicable and recovered by the Company either through fixed amounts or units other than kilowatt-hours.

E. Modifications to Credit Allocations

Only the Customer's contact person or designee identified in Article XV has the authority to request modification to this agreement and all such requests must be transmitted by the acceptable means identified in Article XV. 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 Credits for newly added customers under this agreement will be made on a prospective basis only and may require two Billing Periods to implement.

F. Application of kWh and Financial Credits

If an individual customer participates in one or more Net Energy Billing arrangements and/or also receives financial credits in any Distributed Generation arrangement, the 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 net energy billing with the Customers. It **does not** authorize the Customers 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 Customers and the Company. For new resources, the Customers **may not operate** the Facility in parallel with the Company's system until the Company provides you 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 1) to accomplish the billing as described in Article IV: Net Energy Billing of this Agreement and 2) to collect the applicable State of Maine sales tax on the In Energy. In the event that the Company determines that it is necessary to separately record In Energy and Out Energy, the Company will bear the additional cost of metering equipment to separately record In Energy and Out Energy.

In the event that the Customer 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 Net Energy Billing, 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. The Company will charge its incremental billing costs resulting from such nonstandard metering equipment installed at the Customer's request. The Company, at its sole discretion, may require advance payment from the Customer for such nonstandard or additional metering.

The Company will own, maintain, and read all metering equipment necessary for Net Energy Billing. If the Out Meters are not at the same voltage as the Point of Delivery, the metered energy quantities shall be adjusted to the delivery voltage as provided in the Terms and Conditions § 12.8 of the Company's Electric Rate Schedule, as may be amended from time to time, filed with and accepted by the Commission.

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. Customer Obligations and Conditions

a. For Facilities with output exceeding 500 kW (including any stored energy being discharged), Customer agrees to execute a Service Agreement with NMISA and become a Market Participant.

b. Customer grants permission to the Company to assign all Energy and Capacity produced by the Facility to the Customer's Competitive Energy Provider for scheduling purposes.

c. For Facilities with output exceeding 500 kW (including any stored energy being discharged), the Customer shall cooperate with the Company and any party it assigns to perform scheduling and other related administration to 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 Customer 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. For Facilities with output exceeding 500 kW (including any stored energy being discharged), the Customer shall be responsible for NMISA charges resulting from a failure to meet NMISA scheduling requirements, including the requirements for Balanced Schedules, resulting from the Customer's failure to comply with the obligations of Article VII.A.c. of this Agreement. The Company shall invoice the Customer for any charges associated with the scheduling imbalances within twenty (20) business days following the end of the month and the Customer shall pay the invoice not later than ten (10) business days of receipt of invoice.

e. For Facilities with output exceeding 500 kW (including any stored energy being discharged), prior to interconnection, the Customer 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. Customer shall use commercially reasonable efforts to ensure the accuracy of the forecasted output information provided.

f. For Facilities with output exceeding 500 kW (including any stored energy being discharged), Customer 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 Customer's 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, 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, at their expense, shall maintain suitable and safe access to all equipment owned by the Company on the Customer's property. If the Customer's property 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

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 Customer 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:

In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer will work together to correct the billing. Company and Customer 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 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 Credits during the next Billing Period. The Credits will expire 12 months from the date they were allocated to the Customer(s).

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

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

ARTICLE X: GOVERNMENTAL AUTHORIZATIONS

The Customer shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The Customer 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. 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 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 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 shall not be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer 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 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 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 may terminate this Agreement at any time in its sole discretion by providing notice to the Company not less than one hundred and eight (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), the other Party may terminate this Agreement.

If the Customer 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 for damages resulting from a termination pursuant to this paragraph.

If the Customer's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods after the Commercial Operation Date, 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:

Contact Person Name _____

Contact Person Address _____

Contact Person Town, State Zip _____

Contact Person Telephone _____

Email Contact Person _____

Changes that affect the billing will be made on a prospective basis and may require two months to take effect.

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 and the Company constitute the entire Agreement between the Customer and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer 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.

CUSTOMER

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.