

Docket No. _____
Exhibit ASF-EP/LS-10a
Admitted: _____

VERMONT SPEED STANDARD OFFER PURCHASE POWER AGREEMENT

Between

VEPP INC. and Pomerleau real Estate

For the

Addison Solar Farm in Vergennes, Vermont

VERMONT SPEED STANDARD OFFER
PURCHASE POWER AGREEMENT

This Vermont SPEED Standard Offer Purchase Power Agreement is made between Pomerleau Real Estate ("Producer") and VEPP Inc. ("Facilitator"), a Vermont nonprofit corporation.

RECITALS

WHEREAS, Producer desires to produce and sell Electricity and Other Products Related to Electric Generation in accordance with the Vermont Energy Act of 2009 ("Act"), and

WHEREAS, Facilitator is the duly appointed SPEED Facilitator under 30 V.S.A. § 8005(b)(1); and

WHEREAS, Producer and Facilitator (collectively "the Parties") desire to enter into this Agreement to provide for the purchase and sale of Electricity and Other Products Related to Electric Generation provided by Producer's electric generating facility described in attachment A hereto ("the Project") pursuant to and subject to the Act.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINED TERMS

Capitalized terms used in this Agreement shall have the following meanings.

- a. Board means the Vermont Public Service Board.
- b. Commercially Reasonable Efforts means efforts that are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, a transaction, activity or undertaking contemplated by this Agreement and that do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities that are reasonable in nature and amount in the context of the transaction, activity or undertaking contemplated by this Agreement.
- c. Interconnecting Utility means the electric utility with which Producer enters into the Interconnection Agreement.

- d. Interconnection Agreement means the agreement or agreements entered into between the Interconnecting Utility and Producer with respect to the connection of the Project to the Distribution System.
- e. Interconnection Costs mean all costs which are payable by Producer with respect to the interconnection of the Facility to the Distribution System.
- f. Delivered, in the context of Electricity, means delivered to the interconnection point and successfully injected into the Distribution System, and Deliver has the corresponding meaning.
- g. Distribution System means the system connected to the ISO-NE-Controlled Grid for distributing Electricity at voltages of 50 kV or less, which is owned and operated by the Interconnecting Utility, and includes any structures, equipment or other things used for that purpose.
- h. Electricity means electric energy, measured in kWh.
- i. Force Majeure means any act, event, cause or condition that (i) prevents a Party from performing its obligations, and (ii) is beyond the affected Party's reasonable control, except that no act, event, cause or condition shall be considered to be an event of Force Majeure:
 - (1) if and to the extent the Party seeking to invoke Force Majeure has caused or contributed to the applicable act, event, cause or condition by its act, fault or negligence or has failed to use Commercially Reasonable Efforts to prevent or remedy such act, event, cause, or condition and, so far as possible and within a reasonable time period, remove it (except in the case of strikes, lockouts and other labor disturbances, the settlement of which shall be wholly within the discretion of the party involved);
 - (2) if the act, event, cause or condition involves a failure or delay on the party of the Interconnecting Utility or its agents to complete network or system upgrades or otherwise perform responsibilities under an Interconnection Agreement, and such failure or delay is attributable to a change in specifications of the interconnection point or the Project by the Producer;
 - (3) if the act, event, cause or condition is the result of a violation of law or the terms of any regulatory approval by the Party seeking to invoke Force Majeure; or
 - (4) if the act, event, cause or condition was caused by a lack of funds or other financial cause.

- j. Good Engineering and Operating Practices means any of the practices, methods and activities adopted by a significant portion of the North America electric utility industry as good practices applicable to the design, building, and operation of generating facilities of similar type, size and capacity or any of the practices, methods or activities that, in the exercise of skill, diligence, prudence, foresight and reasonable judgment by a prudent generator of Electricity in light of the facts known at the time the decision was made, reasonably could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and laws and regulations.
- k. ISO-NE means the Independent System Operator-New England, or its successor.
- l. ISO-NE Administered Markets has the meaning given to it by the ISO-NE Market Rules.
- m. ISO-NE Controlled Grid has the meaning given to it by the ISO-NE Market Rules.
- n. Meter means a meter owned by or under the control of the Interconnecting Utility that measures and records the quantity of Electricity which passes through it.
- o. Other Products Related to Electric Generation means any transferable commodity, in addition to Electricity, that is directly attributable to the generation of electricity from the plant. For purposes of this definition, Other Products Related to Electric Generation does not include (1) tradeable renewable energy credits, as defined in 30 V.S.A. § 8002(8), directly attributable to plants using methane from agricultural operations; and (2) ancillary heat associated with engine exhaust, combined heat and power systems, or biomass systems.
- p. Queue means the mechanism for determining which projects are eligible for the standard offer, as outlined in the Board's September 30, 2009, Order in Docket 7533.
- q. Regulatory Approval means the receipt of any federal, state or local permit, license or other assent of any governmental body, where such assent is required for lawful construction and/or operation of the Project.
- r. Secured Lender means the lender(s) under a Security Agreement.

4. SITE CONTROL

Producer warrants that it has the Site Control required for the Project, pursuant to the documentation set forth in attachment B hereto.

5. MILESTONES

- a. Within six months of the date of this Agreement, Producer shall file with the Interconnecting Utility, and shall provide Facilitator a copy of, a complete application for interconnection under Board Rule 5.500.
- b. Within three years of the date of this Agreement, the Project shall achieve Commissioning.

6. FAILURE TO ACHIEVE MILESTONES

Should Producer fail to meet either of the milestones set forth in paragraph 4 above, this Agreement shall be null and void and of no further force and effect, absent an order of the Board to the contrary. The pursuit of such an order shall be Producer's sole remedy in this regard. Facilitator shall notify Producer and the Board of such failure and of the termination of this Agreement. Facilitator shall have no authority to grant extensions relative to any provisions of this Agreement, including the milestones herein.

7. ADMINISTRATIVE FEE AND DEPOSIT

At the time of initial submission of this Agreement signed by Producer to Facilitator, Producer shall tender to Facilitator a \$200, non-refundable administrative fee and a refundable deposit of \$10 per kW of installed capacity. If the project is commissioned within three years of the date of this contract, 100% of the deposit will be refunded; if Producer voluntarily withdraws from the Queue within the first year, the entire deposit is returned; if Producer withdraws from the Queue after the first year, but before the end of the second year, 75% of the deposit is returned; and if Producer withdraws from the Queue after the second year, but before the end of the third year, 50% of the deposit is returned. Any interest earned on the refundable deposits shall be retained by Facilitator and utilized to defray Facilitator's costs of operation.

8. RATES AND TERM

Beginning with Commissioning, Facilitator shall pay Producer in accordance with the rate schedule and for the term set forth in Attachment C hereto.

9. PROJECT LOCATION, DESIGN, CONSTRUCTION AND OPERATION

Producer shall construct the Project at the location and in a manner substantially consistent with the description set forth in Attachment A. Producer shall utilize Commercially Reasonable Efforts in the design, construction and operation of the Project in accordance with Good Engineering and Operating Practices, the terms and conditions of any certificate of public good and any other Regulatory Approvals issued relative to the Project, and shall be solely responsible for all costs, expenses, liabilities and other obligations associated with the Project. All operations and deliveries shall be subject to the rules and regulations of the ISO-NE bulk power system in effect during the term of this Agreement, and Producer shall be responsible for payment of any costs, sanctions or charges assessed by ISO-NE arising from actions or inactions of Producer.

10. PROVISION OF PROJECT COSTS

Producer shall provide the costs of developing the Project to Facilitator shall be provided in a form as prescribed by the Facilitator. Project costs, with sufficient protections to shield identifying characteristics, will be made publicly available to assist in future price determinations by the Board pursuant to 30 V.S.A. § 8005(b)(2). Facilitator shall seek to treat as exempt from disclosure information related to the development of the Project to the extent that such information constitutes trade secrets under 30 V.S.A. § 317(9), unless otherwise directed by the Board.

11. INTERCONNECTION

Producer shall be solely responsible for the negotiation, delivery and execution of the Interconnection Agreement, along with the payment of all costs and the execution of all responsibilities arising under that Agreement. Producer shall deliver to Facilitator a copy of the executed Interconnection Agreement within five business days of its execution. At such time as the Interconnection Agreement is executed, it shall be deemed part of this Agreement and a copy shall be appended as Attachment D to this Agreement. Facilitator shall be named as a named insured under any policies of insurance required under the Interconnection Agreement.

12. EXCLUSIVITY

During the Term of this Agreement, Producer shall not enter into any other agreement for the sale or other conveyance of any portion of the Electricity or any Other Product that is the subject of sale under this Agreement. Producer acknowledges that, by entering into this Agreement, Producer is waiving any and all rights to seek an alternative power sales arrangement, including but not limited to an arrangement through Board Rules 4.100, 4.300 and 5.100, at any time throughout the term set forth in this Agreement. Absent an order of the Board to the contrary, this waiver shall extend throughout the full term contemplated under this Agreement, even if this Agreement is terminated early for any reason by default, for cause or otherwise.

13. STATION SERVICE

Station service, if any is provided by the Interconnecting Utility, shall be priced only in accordance with any applicable tariff, special contract, order or other means approved by the Board.

14. PAYMENT TO PRODUCER

Facilitator shall pay or cause to be paid to Producer amounts calculated in accordance with Attachment C within 45 days of the end of each billing period during which Electricity and Other Products Related to Electric Generation were provided by Producer. Facilitator shall have no authority whatsoever to make payments to producer for Electricity or Other Products Related to Electric Generation that are not Delivered. As a matter of administrative convenience, Facilitator may wait to send payments to Producer until the total amount due to Producer, net of any set offs, exceeds \$100.00.

15. METERING REQUIREMENTS

Producer shall be responsible for meeting such metering requirements as may be established by Facilitator or by regulatory requirement, all at Producer's expense. The testing of metering equipment shall be at the discretion of Facilitator; provided, however, that Facilitator shall cause such testing to be performed not less than once every five years during the Term of this Agreement if the Project exceeds 100 kw in size. Any Vermont distribution utility may request additional verification at any time, but all costs shall be borne by the requesting utility should the metering prove to be accurate within 2%.

16. SETTLEMENT REQUIREMENTS

Producer shall cooperate with Facilitator as necessary to meet rules related to settlement of Project generation. This may include, among other actions, registering generation assets with ISO-NE.

17. EVENTS OF DEFAULT

Any breach of this Agreement by Producer or Facilitator will constitute an event of default, as will one or more of the following:

- a. Producer fails to deliver any Electricity from the Project for a period of twelve consecutive months at any time after Commissioning.
- b. Producer ceases to hold any Regulatory Approval after commissioning, the failure or cessation of which results in a lack of legal right on the part of Producer to continue to operate the Project.
- c. Any information provided by Producer relative to this Agreement or any information, representations or warranties set out in this Agreement is not true or correct in any material respect when given, or Producer commits any act of fraud in relation to this Agreement or any regulatory proceeding relating to the Project.
- d. By agreement, decree, judgment or order of a court, Producer agrees to be treated as and/or is adjudicated bankrupt or insolvent, or real or personal property of the Project is sequestered or subject to the appointment of any third party and such agreement, decree, judgment, order of appointment continues in effect unrevoked, undischarged and unstayed for a period of thirty (30) days after the entry or implementation thereof.
- e. Producer utilizes electricity, or any source of fuel other than the fuel type specified in attachment A, for the generation of electricity.
- f. Producer fails or ceases to comply with Good Engineering and Operating Practices.

18. CURE PERIOD

- a. Remedies of Facilitator. Within five business days of learning of an event of default, Facilitator shall send a written notice to Producer and the Board specifying the default and allowing, in Facilitator's reasonable discretion, a cure period of up to 30 days, unless a shorter period is ordered by the Board. If the default is not cured within the cure period allowed by Facilitator, Facilitator shall send a notice of termination to Producer and the Board effective in ten business days, which notice shall be of full force and effect absent an order of the Board to the contrary.

- b. Remedies of Producer. Within five business days of learning of an event of default, Producer shall send a written notice to Facilitator and the Board specifying the default and allowing a cure period of 30 days, unless a shorter period is ordered by the Board. If the default is not cured within the cure period, Producer shall send a notice of termination to Facilitator and the Board effective in ten business days, which notice shall be of full force and effect absent an order of the Board to the contrary.

19. EFFECT OF TERMINATION OR EXPIRATION

Termination of this Agreement, whether by expiration or otherwise, shall not affect or prejudice any rights or obligations of either Party, including those relating to amounts payable under this Agreement up to and including the time of any termination.

20. FORCE MAJEURE

In the event of Force Majeure, Facilitator may suspend the obligations of Producer under this Agreement for a period of up to sixty days. Any further suspension or remedy for a Force Majeure event shall only be in accordance with an order of the Board.

21. SECURED LENDER RIGHTS

- a. Producer shall have the right from time to time, at its cost, to enter into one or more Security Agreements upon such terms as it desires, provided that:
 - (i) in the case of a deed of trust, syndication agreement or similar instrument by which the trustee or syndication agent holds security on behalf of, or for the benefit of, other lenders, only the trustee or agent shall be entitled to exercise the rights and remedies under the Security Agreement as the Secured Lender on behalf of the lenders;
 - (ii) Facilitator shall have no liability whatsoever under any Security Agreement for the payment of the principal sum secured or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and the Secured Lender shall not be entitled to seek any damages against the Facilitator for any or all of the same; and
 - (iii) all rights acquired by a Secured Lender under any Security Agreement shall be subject to all of the provisions of this Agreement, including the restrictions on assignment contained herein.

- b. While a Security Agreement remains outstanding, and provided that Facilitator has received from Producer prior written notice of the name and address of the Secured Lender, Facilitator shall provide a copy of any written notice of default or termination to the Secured Lender at such time that such notice is sent to Producer. Subject to the provisions of this Agreement, a Secured Lender may enforce any Security Agreement and acquire Producer's interest in the Project in any lawful way, subject to (1) receipt of any required Regulatory Approvals, (2) the honoring of all obligations of Producer under this Agreement, and (3) payment of all of Facilitator's costs and expenses (including attorney fees) incurred with respect to the acquisition and any related events.

- c. Facilitator, upon request of Producer, may enter into an acknowledgement and agreement, in such standard form as Facilitator may determine from time to time and subject to any Regulatory Approvals that may be required, with Producer and any Secured Lender for the purpose of implementing the Security Agreement protection provisions contained in this Agreement.

22. INDEMNIFICATION OF FACILITATOR

Facilitator shall not be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages, including loss of profits, loss of use or any property or claims of customers or contractors of the Producer for any such damages. Producer shall indemnify, defend and hold Facilitator, the State of Vermont, the Vermont Distribution Utilities, any transmission service providers and their respective directors, officers, employees, shareholders, advisors, and agents (including contractors and their employees) (collectively, the "Indemnitees") harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses, interest accrued thereon (including the costs and expense of, and interest accrued on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable attorney fees and reasonable disbursements in connection therewith), asserted against or suffered by the Indemnitees relating to, in connection with, resulting from, or arising out of the design, construction or operation of the Project or the generation and delivery of Electricity and Other Products Related to Electric Generation therefrom or any occurrence or event relating thereto, or any occurrence or event on Producer's side of the interconnection point, or a breach by Producer of any of its representations, warranties, obligations or covenants contained in this Agreement.

23. JOINT AND SEVERAL LIABILITY

If Producer is not a single legal entity, then all such entities comprising Producer shall be jointly and severally liable to Facilitator for all representations, warranties, obligations, covenants, and liabilities of Producer under this Agreement.

24. RECORD RETENTION

Producer and Facilitator each shall keep complete and accurate records and all other data required by either of them for the purpose of proper administration of this Agreement. Without limiting the generality of the foregoing, Producer shall keep all records and other documentary evidence that may be necessary to establish, substantiate or maintain any claim or title of Facilitator to any Other Products Related to Electric Generation. All such records shall be maintained as required by law, but for no less than seven (7) years after the creation of the record or data. Producer shall provide or cause to be provided reasonable access to the relevant and appropriate financial and operating records and data kept by it or on its behalf relating to this Agreement reasonably required for Facilitator to comply with its obligations, or to verify billings, or to verify information provided in accordance with this Agreement or relating to compliance by Producer with this Agreement.

25. PROJECT INSPECTION

Facilitator shall have the right to inspect the Project during normal business hours during the term of this Agreement, upon at least five business days' notice to Producer.

26. NOTICES

- a. Unless otherwise stated, all notices pertaining to this Agreement shall be in writing and shall be transmitted, by the Party giving notice, via electronic mail, or if such method is unavailable, via facsimile, courier or hand delivery, and addressed to the other Party as follows:

If to Producer:

Pomerleau Real Estate
69 College St
Burlington, Vermont 05401

If to Facilitator:

VEPP Inc.
P.O. Box 1938
1965 Depot Street
Manchester Center, VT 05255

- b. Notice transmitted or delivered as provided above shall be deemed to have been given and received on the day it is transmitted (if by electronic mail or facsimile) or delivered (if by courier or hand delivery), provided such notice is transmitted or delivered on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If a notice is transmitted or delivered after 5:00 p.m. local time or such day is not a business day, then such notice shall be deemed to have been given and received on the next business day. Either Party, by written notice to the other, may change its contact person, electronic mail address, facsimile number or postal address to which notices are to be sent.

27. PUBLIC RECORD ISSUES

Producer acknowledges its understanding that Facilitator's records are subject to Vermont's Access to Public Records law, 1 V.S.A. § 315 et seq. (Public Records Law). To the extent that Facilitator may receive requests under the Public Records Law for information provided by Producer to Facilitator, Facilitator shall notify Producer of the request not later than the next business day after the request is received.

28. AMENDMENT TO THE CONTRACT IN THE PUBLIC INTEREST

This contract may be amended, without the consent of the parties, by order of the Board, provided: (1) such amendment does not result in any reduction in the project's economic value to Producer; (2) such amendment will not adversely affect Producer's ability to meet the project's financial obligations; (3) such amendment will not impose additional operational or other economic costs on Producer without full compensation; and (4) the amendment results in a benefit to ratepayers.

29. BUSINESS RELATIONSHIP

The relationship between the Facilitator and Producer is that between independent contractors, and nothing in this Agreement shall create or be deemed to create a relationship of partnership, joint venture, fiduciary, principal and agent or any other relationship between the Parties.

30. BINDING AGREEMENT

Except as set out otherwise in this Agreement, this Agreement shall not confer upon any person or entity, except the Parties and permitted assigns, any rights, interests, obligations or remedies under this Agreement.

31. ASSIGNMENT

Producer may assign its rights and duties under this Agreement to the fullest extent allowed by the Act, and any assignee of Producer shall give Facilitator written notice of the assignment within thirty days of the date of the assignment. Nothing in this provision shall be deemed to alter Producer's responsibility or obligations to obtain any and all Regulatory Approvals that may be required in conjunction with a transfer of all or part of any legal interest in the Project. Facilitator may not assign its rights and duties under this Agreement absent consent of the Board.

32. FACILITATOR SETOFF RIGHTS

In addition to its other rights of setoff under this Agreement or otherwise arising in law or equity, Facilitator may set off any amounts owed to it by Producer against any monies owed by Facilitator to Producer.

33. TIME OF ESSENCE

Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

34. FURTHER ASSURANCES

Each Party, from time to time on written request of the other Party, shall perform further acts, including execution of documents, as may reasonably be required in order to fully perform and to more effectively implement and carry out the terms of this Agreement, provided that such acts shall not be inconsistent with this Agreement or any law or Regulatory Approvals pertaining to the Project.

35. MISCELLANEOUS

a. Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

b. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement.

c. Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement shall be binding unless executed in writing by the Party to be bound thereby and approved in writing by the Board. No waiver or any provision of this Agreement shall constitute a waiver of any other provision nor shall it constitute a continuing waiver or operate as a waiver of, or estoppel with respect to, any subsequent failure to comply, unless otherwise expressly provided.

d. Board jurisdiction

The Board shall have jurisdiction to resolve disputes arising under or in connection with this Agreement, to the fullest extent allowed by law.

IN WITNESS WHEREOF, Producer and Facilitator have executed this instrument on the respective dates set forth below.

Pomerleau Real Estate (PRODUCER)

By: B. Wray
Duly authorized agent
Dated: 12/18/09

Witness: Camie Baker

VEPP Inc., acting as SPEED Facilitator

By: John R. Spencer
John R. Spencer, Executive Director
Dated: December 23, 2009

Witness: Glenn Sharp

Attachment A Description of Facility

The proposed Addison Solar Farm ("ASF") is a ~ 1 (one) MW solar electric generation facility to be located on an approximately 16 acre parcel of land near the intersection of Vermont Route 7 and Monkton Road in Ferrisburgh, Vermont. The ASF facility will consist of approximately 5,000+/- photovoltaic panels mounted on steel support structures. The ~1 MW solar array will utilize one or more inverters to convert the energy output from direct current (DC) to alternating current (AC). A transformer will then step up the voltage of the AC output to the level of the interconnecting utility's (Green Mountain Power's) distribution line.

Attachment B
Documentation of Site Control

A Warranty Deed dated October 22, 1998 from Ernest A Pomerleau to F.I.C, LLC (F.I.C does business as Pomerleau Real Estate). The property is described as a 15.9 acre parcel, more or less, located on the westerly side of U.S. Route 7 and the southerly side of Monkton Road in the Town of Ferrisburgh, as depicted on a Plan entitled "A Survey of Land of Harland & Jeanne Bodette To Be Deeded to Ernest Pomerleau in the Town of Ferrisburgh, Vermont." The Warranty Deed is recorded at Volume 89 Page 529, and the Plan at Volume 5 Page 23, of the Ferrisburgh Town Land Records.

Attachment C
Rate Schedule and Term

VEPP Inc. and Pomerleau real Estate

Governing Orders:

Electricity and Other Products Related to Electric Generation delivered pursuant to this Agreement shall be priced at the rate listed below in accordance the provisions of this Agreement paragraph 8, "Rates and Terms", paragraph 3 of, "Delivery of Electricity and Transfer of Other Products related to Electric Generation" and the provisions of the Vermont Public Service Board's orders in Docket No. 7523 "Order Re Initial Standard Offer Price Determinations for SPEED Resources," dated September 15, 2009, and in Docket No. 7533 "Order Establishing a Standard Offer Program for Qualifying SPEED Resources, dated September 30, 2009, as revised. Terms defined in the Agreement are used herein with their defined meanings.

Rate Schedule:

VEPP Inc., the SPEED Facilitator, will purchase the Producer's Electricity and Other Products Related to Electric Generation from the Facilities described in Attachment A at the following rate:

Solar - 30 cents/kWH

Term of Agreement:

This Agreement shall become effective upon execution by the Producer and the SPEED Facilitator. The SPEED Facilitator shall file an executed original of this Agreement with the Vermont Public Service Board. This Agreement shall remain in effect for a period ending twenty five (25) years after the date "Electricity" is first "Delivered" to the "Distribution System".

Attachment D
Interconnection Agreement

(The Interconnection Agreement with the Interconnecting Utility must be filed within five business days of its execution.)