AMENDED AND RESTATED DEVELOPMENT AGREEMENT

AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("A&R Development Agreement") dated as of August , 2015, by and between the TOWN OF OXFORD, a municipal corporation in the State of Connecticut (the "Town"), and CPV TOWANTIC, LLC, a limited liability company organized and existing under the laws of Delaware (the "Company").

WHEREAS, the Company is the owner of a 20.3 acre parcel of land located on Woodruff Hill Road in Oxford, Connecticut, which it purchased from the Town on March 6, 2000 and which is described in Exhibit A attached hereto (the "Land");

WHEREAS, by decision dated June 23, 1999 the Connecticut Siting Council (the "Council") authorized the Company to construct, operate, and maintain on the Land a 512 megawatts dual-fuel combined cycle electric generating facility (the "Facility");

WHEREAS, the Company filed with the Council a Petition To Reopen And Modify The Decision in Docket No. 192 Due To Changed Conditions (the "Petition"), which was approved by the Council in Findings of Fact, an Opinion, and a Decision and Order dated May 14, 2015;

WHEREAS, as set forth in the Petition, the Company proposed to upgrade the Facility's two combustion turbines, add duct firing capability, and make other changes in the Facility, which will increase the electrical output of the Facility from 512 MW to 785 MW. (The Facility, along with all of the changes to the Facility described in the Council's May 14, 2015 Findings of Fact in Docket 192B is hereinafter referred to as the "CPV Facility");

WHEREAS, the Company has entered into an Option Agreement to purchase Lot 9A in the Woodruff Hill Industrial Park, located in the Town ("Lot 9A");

WHEREAS, the Company has agreed with the Town that in conjunction with the development of the CPV Facility, the Company, on behalf of the Town, will provide for the construction of a Town road from Juliano Drive to Woodruff Hill Road ("E Commerce Drive");

WHEREAS, the Town has agreed with the Company to provide certain easements to facilitate the construction of E Commerce Drive and the CPV Facility;

WHEREAS the Town acknowledges and agrees that significant economic and other benefits for the Town will result from the construction of E Commerce Drive and the development of the CPV Facility.

WHEREAS, the Town and the Company are parties to (i) a Development Agreement dated as of March 1, 2000, as amended by First Amendment to Development Agreement dated as of December 13, 2004 and certain provisions of the "Omnibus Agreement", as amended and

as defined below (the "Development Agreement"), and (ii) an Omnibus Amendment and Settlement Agreement dated as of September 17, 2007, as amended by First Amendment dated as of January 29, 2009, and as further amended by the Second Amendment (the "Second Amendment") dated as of February 1, 2010 (the "Omnibus Agreement");

WHEREAS, the Development Agreement was further amended by action at an Oxford Town Meeting on September 13, 2010; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, obligations and undertakings provided for herein, the Town and the Company agree as follows:

Section 1. Definitions.

"Final Completion Date" means the date on which all work has been completed on the CPV Facility, as evidenced by the Company's issuance of a certificate of final completion to the contractor under the Engineering, Procurement, and Construction Contract.

"Implementation Date" later date on which the following two (2) conditions have been satisfied: (A) funds are advanced by, to, or drawn down at the direction of the Company or an affiliate to finance the construction of the CPV Facility, and (B) the Company or any of its affiliates issues a full notice to proceed to a construction contractor to commence the construction of the CPV Facility (other than an advance or a limited notice to proceed on engineering and/or preparatory work which does not commit the Company to pay a lump sum for construction of the CPV Facility). "State" means the State of Connecticut.

"Property" means the Land and Lot 9A.

Section 2. Easement. In consideration of the undertakings and obligations of the Company set forth in this A&R Development Agreement, the Town hereby grants and conveys to the Company an exclusive easement in the form of Exhibit B (the "Construction Easement") on up to 26 acres on all or a portion of Lots 2, 4, 5, 6, 7,8,14,15 and/or 16 of the Woodruff Hill Subdivision for the purpose of constructing the CPV Facility, and incidental thereto, so long as reasonably related to the construction or development of the CPV Facility, including but not limited to (a) storing tools, materials, machinery and equipment, (b) erecting and maintaining construction trailers and other construction improvements, (c) parking vehicles, (d) depositing fill on Lots 2, 4, 5, 6, 7, 8, 14, 15, and or 16, and grading said lots and (e) to the extent applicable, constructing drainage, utility lines and water and sewer lines. The Construction Easement shall become effective upon execution of this A&R Development Agreement. The Easement shall expire on the Final Completion Date. The Company shall give written notice to the Town of the occurrence of the Final Completion Date, which written notice may be filed by

the Town on the land records. On or before the expiration or termination of the Construction Easement the Company shall remove all items associated with items (a), (b) and (c) of this Section 2 to the extent it is not a permanent improvement.

Section 3. **E Commerce Drive**. Subject to the Town's compliance with all of its obligations under this A&R Development Agreement, on and after the Implementation Date, the Company or its designee, on behalf of the Town, shall provide for the construction of E Commerce Drive, such E Commerce Drive to be located as set forth in Exhibit C hereto, in accordance with the specifications set forth as Exhibit D hereto, which Exhibit D is represented and warranted by the Town to be in conformity with, and reflective of the conditions in all applicable federal, state, and local, laws, rules, regulations and ordinances. The Town hereby represents and warrants that it has taken all necessary actions and obtained all necessary approvals for the construction of E Commerce Drive as a Town road. Also, the Town authorizes the Company to provide for construction, including necessary laydown areas and site access of E Commerce Drive, on the Town's behalf. The Company shall give the Town written notice of the occurrence of the Implementation Date.

Provided that the Town has obtained all necessary permits and approvals to allow for the construction of E Commerce Drive, then within six months of the Implementation Date (or sooner, at the Company's discretion), the Company or its designee shall initiate the construction of E Commerce Drive, and the Company shall be responsible for all costs to construct E Commerce Drive. For the avoidance of doubt, if the Implementation Date does not occur, the Company shall not have any obligation to construct E Commerce Drive, or pay for the cost of constructing E Commerce Drive.

Within five (5) business days after the Implementation Date, the Company or its designee shall provide, for the benefit of the Town, two standby letters of credit in the form of Exhibits E and F hereto. Exhibit E shall be in the amount of $6,000,000 and shall only be drawable for the cost of completion by the Town of E Commerce Drive in the event the Town has obtained all necessary permits and approvals to allow for the construction of E Commerce Drive, but the Company or its designee has failed to initiate construction within six months of the Implementation Date, or has initiated construction but failed to complete construction by the Final Completion Date. Exhibit F shall be in the amount of $620,000 and shall only be drawable for the costs of preventing soil erosion resulting from the construction of E Commerce Drive. Such letters of credit shall be from a financial institution whose unsecured debt obligations, without credit enhancement, are rated at least "investment grade" by at least one rating agency. Upon the Implementation Date (i) the Company or its designee shall cause the Town to be named as an insured on, or otherwise entitled to the benefits of its liability insurance policies, which policies shall be in amounts not less than $1,000,000 per event and $10,000,000 in the

the Company or its designee shall indemnify and hold the Town harmless from any claims relating to the use of land by the Company or its designee owned by the Town.

The Town shall timely perform all actions reasonably requested by the Company and within its power as a municipal corporation in the State of Connecticut to facilitate the construction of E Commerce Drive and the CPV Facility, including without limitation permitting, inspections and the like, and providing reasonable traffic control and police assistance to facilitate the movement of machinery and equipment in connection with the construction of E Commerce Drive and the CPV Facility. Not more than thirty (30) days after E Commerce Drive is completed in accordance with the terms of this A&R Development Agreement, the Town shall accept E Commerce Drive as a Town Road, which conforms to the specifications in Exhibit C hereto. At the time of such acceptance, the Company shall have no further obligation to provide for the letters of credit described in this Section 3 and the Town shall return the original letters of credit to the Company.

The Company shall retain easements, rights-of-way and the like as are necessary or appropriate to enable it to maintain access to the site of the CPV Facility.

Section 4. **Additional Easements, etc.** The Town also hereby grants an easement to the Company under and across Woodruff Hill Road to enable the Company to connect the CPV Facility to the storm water system and sewer system, and to maintain such storm water and sewer connections. In addition, the Town shall at the request of the Company from time to time, provide such easements, rights-of-way and the like on Town property as are necessary or appropriate for drainage from the Property, or for construction of drainage and water, sewer, and electric lines, including the drainage easement over Lot 8 of the Woodruff Hill Subdivision substantially in a similar form to Exhibit G hereto. The Company shall use reasonable efforts in exercising its rights under such instruments to not interfere with other uses to which the property covered thereby is being put, and shall indemnify and hold the Town harmless from any claims relating to the Company's use of such property.

Section 5. **Dismantling of CPV Facility.** If after the Company has provided notice of the Implementation Date, as aforesaid, but, for a period of five continuous years (i) the Company has not provided notice of the Final Completion Date (ii) the CPV Facility is not operated, (iii) the CPV Facility is not maintained in operable condition, and (iv) the CPV Facility is in a state of general disrepair, the Town may, by at least 180 days' notice to the Company, require the Company to decommission, dismantle and dispose of the CPV Facility, in good and workmanlike fashion, within a reasonable period of time after such notice is given, but the Company shall not be required to expend more than $6,000,000 in doing so. Within five (5) business days of the Implementation Date, the Company shall provide for the benefit of the Town (a) an escrow deposit, (b) a letter of credit, (c) a surety bond or similar instrument, (d) an undertaking by an entity whose unsecured debt obligations, without credit enhancement, are rated at least "investment grade" by at least one rating agency, or (e) such other instrument or

device that provides equivalent assurance to the Town (each device described in the foregoing clauses (a) through (e) being called an "Assurance Device"), assuring performance by the Company of its then existing obligations set forth in this Section 5. The Assurance Device may, at the option of the Company, also be for the benefit of one or more other governments, governmental agencies, lenders, investors and lessors. At any time and from time to time, the Company may substitute an Assurance Device for the Assurance Device then in effect. During any period that applicable law imposes on the Company an obligation to decommission, dismantle or dispose of the CPV Facility as or more onerous than the obligations set forth in this Section 5, this Section 5 shall be or become inapplicable. After the Company has complied with its obligations to decommission, dismantle and dispose of the CPV Facility, the Town shall return the Assurance Device, and the Company shall have no further obligations under this A&R Development Agreement.

Section 6. **Provision of Gravel and Fill.** The Company shall provide gravel and clean fill from the construction of the CPV Facility, which is not used by the Company or its designee, to the Town for use on Town property, consistent with legal requirements, without consideration therefor, provided that the Town shall bear any costs and expenses of compressing the fill on the selected site. Should such gravel and clean fill become available, the Company will give notice to the Town, and the Town shall promptly advise the Company where within the Woodruff Hill Industrial Park the gravel and clean fill should be deposited.

Section 7. **The Land.** The Town hereby reconfirms and reaffirms that any and all rights of reversion with respect to the Land referred to in that certain Limited Warranty Deed recorded in the land and property records of the Town of Oxford (in Book 217, Pages 0327-0329) have terminated and expired.

Section 8. **The Water Pump.** The Company will arrange for and pay for the cost of installing a water pump on Lot 5 of the Woodruff Hill Subdivision.

Section 9. **Entire Understanding.** This Agreement reflects the entire understanding of the parties hereto and supersedes all previous verbal and written agreements between the parties regarding the subject matter hereof, including, without limitation, the Development Agreement as amended.

Section 10. **Notices.** All notices required or permitted under the terms of this Agreement shall be in writing and may be delivered by hand or by facsimile or registered or certified mail. Notice that is sent by registered or certified mail shall be deemed effective on the second day after deposit in the United States mail, postage prepaid, except as otherwise demonstrated by a signed receipt or facsimile confirmation. Notices may be sent to the following addresses:

If to the Town:

First Selectman
Town of Oxford
Town Hall
486 Oxford Road
Oxford, CT 06478
Telephone: (203) 888-2543
Fax: (203) 888-2136

If to the Company:

CPV Towantic, LLC
c/o Competitive Power Ventures, Inc.
50 Braintree Hill Office Park
Suite 300
Braintree, MA 02184
Attention: Project Manager

And

CPV Towantic, LLC
c/o Competitive Power Ventures, Inc.8403 Colesville Road
Suite 915
Silver Spring, MD 20910
Attention: General Counsel

Either party may designate a different notice address by giving notice to the address set forth above.

Section 11. **Amendments: Waivers.** No modification or amendment of this Agreement shall be valid or effective unless expressly set forth in an agreement in writing signed on behalf of each party hereto. If and to the extent the provisions of any modification or amendment shall be unenforceable or void under law, such unenforceable or void provisions shall be disregarded and this Agreement shall otherwise remain in full force and effect. No waiver, consent or discharge (other than discharge by reason of performance) shall be effected except by an instrument in writing executed by or on behalf of the party against whom enforcement of such waiver, consent or discharge is sought.

Section 12. **Assignability.** Neither party may assign this A&R Development Agreement without the written consent of the other party, which shall not be unreasonably withheld, except that the Company may assign this A&R Development Agreement, without consent, to any company purchasing the Property or the Company, any company owned or controlled by the Company, that owns or controls the Company, or that is owned or controlled by

a company that also owns or controls the Company, and to any lender or trustee as collateral for the obligations of the Company or to any lessor (provided that if the Company purports to assign this A&R Development Agreement to a lessor, such assignment shall only be effective if the Company continues to be obligated hereunder) with respect to financing, refinancing or leasing the CPV Facility. In order to facilitate the obtaining of financing, refinancing or leasing of the CPV Facility, the Town shall execute such consents, agreements and similar documents with respect to a collateral assignment hereof to a lender or trustee as such lender or trustee may reasonably request or with respect to such leasing as a lessor may reasonably request. The Company agrees and shall cause any future assignee to agree to notify the Town as soon as reasonably possible of any direct change in control of the Company.

Section 13. **Successors and Assigns**. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors-in-interest and assigns permitted hereunder. The Company's obligations under this Agreement are solely its obligations, and no recourse shall be had to any member, affiliate, officer, director, agent, employee or other representative of the Company or its lender(s). The Town agrees to look solely to the assets owned by the Company and the Property for the satisfaction of any of such obligations.

Section 14. **Governing Law**. This Agreement shall be governed by and construed under the laws of the State of Connecticut.

Section 15. **Termination of Agreements.** If the Company delivers a written notice to the Town stating that the Company has determined it will not proceed with the development of the CPV Facility, or if the Implementation Date has not occurred within two years of the expiration of all Permit Appeal Periods (as defined herein), this A&R Development Agreement, the Tax Agreement, and the Community Support Agreement shall terminate, become void, and have no further force or effect, and no party hereto shall have any liability to any other party under any of the Agreements. "Permit Appeal Periods" shall mean final resolution of any and all appeals of any permits or authorizations needed for the construction or operation of the CPV Facility, including, but not limited to, appeals of the Connecticut Siting Council Decision and Order, appeals of any air permits from the Department of Energy and Environmental Protection, and appeals of any of the authorizations issued by the Federal Aviation Administration, which final resolutions are not subject to further appeal to another judicial or administrative agency."

Section 16. **Town Vote.** This A&R Development Agreement was approved at a Town Meeting on _____.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

CPV TOWANTIC, LLC

CPV Towantic Holding Company, LLC acting solely in its capacity as Managing Member of CPV Towantic, LLC.

_____

By:

Name: Peter J. Podurgiel

Title: Senior Vice President

TOWN OF OXFORD, CONNECTICUT

_____

By:

Name: George Temple, First Selectman

STATE OF CONNECTICUT)

ss: Oxford)

COUNTY OF NEW HAVEN)

Personally appeared George Temple, First Selectman of the Town of Oxford, Connecticut, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Town, and his free act and deed as such officer, before me.

_____

Kevin W. Condon Commissioner of the Superior Court

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF _____)

Personally appeared _____, _____ of the managing member of CPV Towantic, LLC, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said corporation, and his free act and deed as such officer, before me.

_____

Notary Public

My Commission Expires:

3148651_1.docx 7/7/2015

3154950 ..docx 8/19/2015

15 AUG 20 PM 4:06
TOWN OF OXFORD, CT
Margaret A. West
TOWN CLERK

Exhibit A

SCHEDULE "A"

Beginning at a point along the southerly boundary of the Algonquin Pipeline easement, said point being 30 feet east of the intersection of the existing center line of Woodruff Hill Road and the southerly boundary of the Algonquin Pipeline easement, said point also being the north westerly corner of the herein described premises, thence running in a general easterly direction along the southerly boundary of said Pipeline easement 668 feet, then turning and running 1248 feet more or less in a general southerly direction in straight line parallel to the existing center line of Woodruff Hill Road, thence turning and running 668 feet in a general westerly direction in a straight line parallel to Algonquin Pipeline easement to a point 30 feet east of the center line of Woodruff Hill Road, thence turning and running in a general northerly direction parallel to and a 30 foot distance from the existing center line 1248 feet more or less to the point and place of beginning.

The intent of this legal description is to convey a parcel of land exactly 20.00 acres in size. The length 1248 feet described above will vary more or less to achieve this result.

Subject to a power line easement of record.

Exhibit B

CONSTRUCTION LAYDOWN EASEMENT

The Town of Oxford, a municipal corporation created under the laws of the State of Connecticut, with its principal offices located at 486 Oxford Road, Oxford, Connecticut 06478 (hereinafter the "**Grantor**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and grant unto **CPV Towantic, LLC,** a limited liability company organized and existing under the laws of the State of Delaware, with its principal office c/o Competitive Power Ventures, Inc, 50 Braintree Hill Office Park, Suite 300, Braintree, Massachusetts 02184 (hereinafter the "**Grantee**"), its agents, contractors, successors and assigns, the following temporary construction easement:

> The right to enter upon, travel and transport materials over and upon said lands of the Grantor, as more specifically set forth on **Exhibit A** attached hereto (the "Easement Property"), to use for construction laydown purposes in connection with Grantee's construction of a power plant on Grantee's adjacent, and if necessary or convenient in connection therewith, the right to grade, excavate, and fill said lands.

The foregoing Construction Laydown Easement is granted upon the following additional terms and conditions:

1. The Grantee, its successors and assigns shall, in the event of any disturbance or damage to the Easement Property, restore the same as nearly as may be reasonably possible to the same condition as existed prior to such entry provided, however, that in the event Grantee grades, excavates or fills the Easement Property, such grading, excavation or filling shall be permitted to remain on the Easement Property after the expiration of this Construction Laydown Easement.

2. The Grantee agrees to exercise commercially reasonable efforts to minimize interference with the Grantor's use of the Easement Property.

3. The Grantee may make, at no cost to Grantor, reasonable changes, modifications or alterations to the Easement Property, as it deems necessary in connection with the exercise of the easement rights granted hereunder, subject to the other express terms of this Construction Laydown Easement.

4. The Grantor reserves the right to use the Easement Property in a manner that does not unreasonably interfere with the exercise of the easement rights granted Grantee hereunder.

5. Grantor shall not be responsible for damages to property or injuries to persons incurred by Grantee in the exercise of the easement rights granted hereby and Grantee shall indemnify and hold Grantor harmless from claims which may arise from or be incident to the exercise of Grantee's easement rights granted hereunder, except to the extent such damage or injury was caused by the intentional misconduct or negligence of the Grantor or its agents, representatives, employees or contractors.

6. The provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the Grantor and Grantee.

7. The terms of this Construction Laydown Easement shall expire on _____.

IN WITNESS WHEREOF the Grantor has executed this Construction Laydown Easement as of this _____ day of _____, 2015.

Signed, sealed and delivered
in the presence of:

TOWN OF OXFORD

_____
Witness

By: _____
Name:
Title:

_____
Witness

STATE OF _____)
)
COUNTY OF)

ss:

On this _____ _____, 2015, before me, _____, personally appeared _____ as signer and sealer of the foregoing instrument, acknowledged the execution of the same to be **his/her** free act and deed, before me.

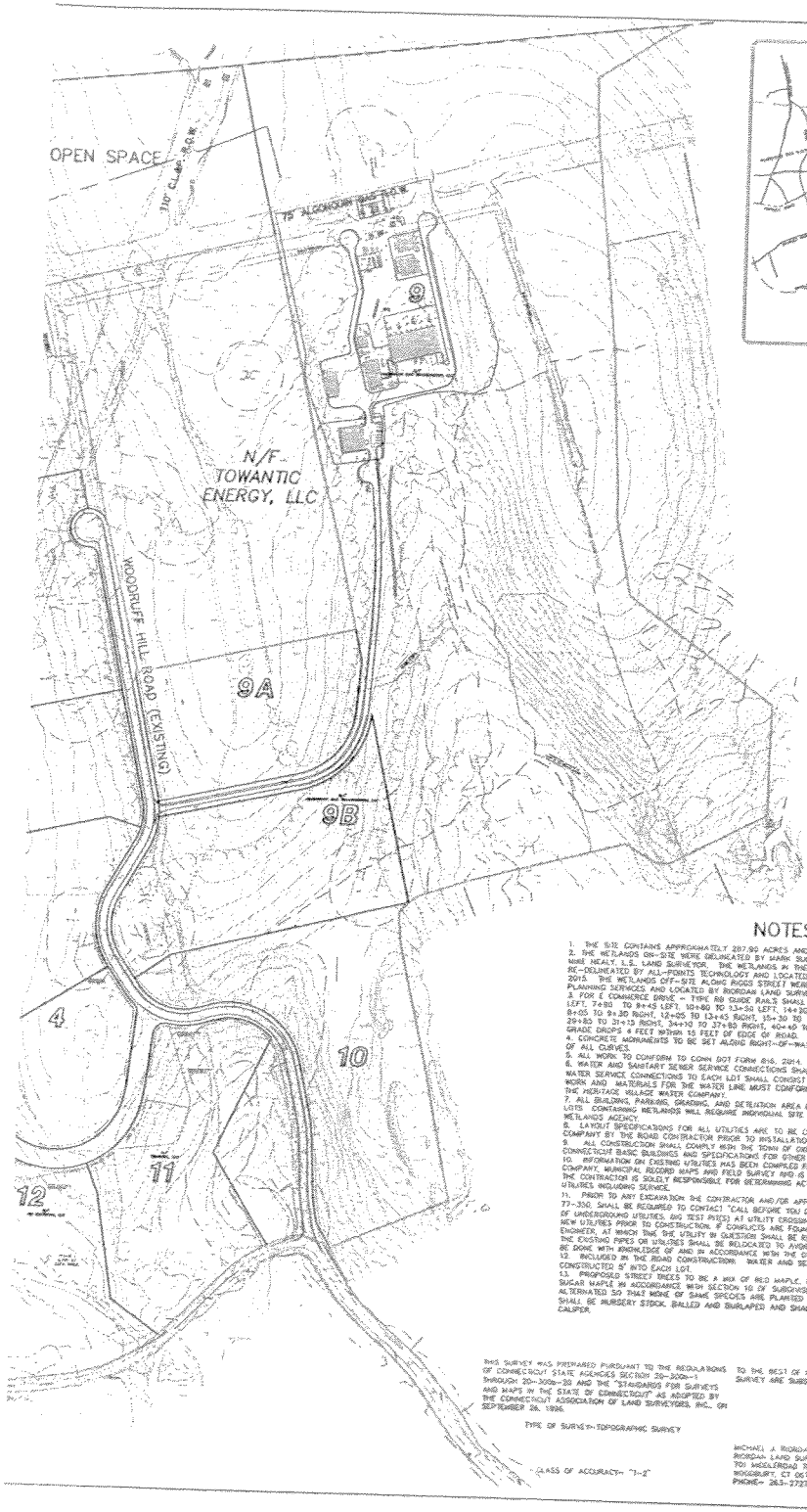
IN WITNESS WHEREOF I hereunto set my hand.

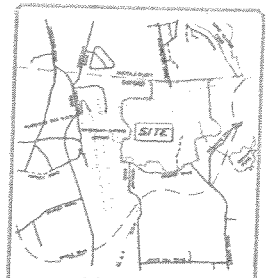
_____
Commissioner of Superior Court/Notary Public
My Commission Expires:

Exhibit A

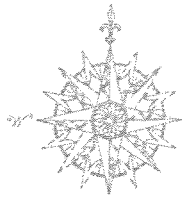
Legal Description of Easement Property

Exhibit C



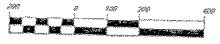


VICINITY MAP
SCALE: 1" = 3000'



NO	REVISION	DATE
1	REVISED PER TOWN CONSULTANTS	20 JUL 06
2	EX. BEACON EASEMENT ADDED	9 AUG 06
3	REVISED FOR IWA SUBMISSION	14 FEB 09
4	REV. FOR IWA PERMIT MODIFICATION	10 JUL 15

Previous Editions Obsolete



1 inch = 200 ft.

TOWN OF OXFORD

EXISTING CONDITIONS

WOODRUFF HILL INDUSTRIAL PARK

WOODRUFF HILL ROAD & E COMMERCE DRIVE

OXFORD CONNECTICUT

NOTES

1. THE SITE CONTAINS APPROXIMATELY 287.90 ACRES AND LIES WITHIN THE INDUSTRIAL DISTRICT.
2. THE WETLANDS ON-SITE WERE DELINEATED BY MARK SULLIVAN, SOIL SCIENTIST AND LOCATED BY MIKE MEALY, L.S. LAND SURVEYOR. THE WETLANDS IN THE VICINITY OF LOTS 9-8 AND 9B WERE RE-DELINEATED BY ALL-POINTS TECHNOLOGY AND LOCATED BY RIORDAN LAND SURVEYING IN JUNE, 2015. THE WETLANDS OFF-SITE ALONG RIDGE STREET WERE DELINEATED BY ENVIRONMENTAL PLANNING SERVICES AND LOCATED BY RIORDAN LAND SURVEYING.
3. FOR E COMMERCE DRIVE - TYPE A6 GUIDE RAILS SHALL BE PLACED AT STATIONS 0+45 TO 6+20 LEFT, 7+80 TO 8+45 LEFT, 10+80 TO 13+50 LEFT, 14+20 TO 16+65 LEFT, 1+05 TO 3+80 RIGHT, 8+05 TO 9+30 RIGHT, 12+05 TO 13+45 RIGHT, 15+30 TO 16+85 RIGHT, 20+10 TO 22+50 RIGHT, 29+85 TO 31+15 RIGHT, 34+10 TO 37+80 RIGHT, 40+40 TO 42+80 RIGHT AND WHEREVER THE GRADE DROPS 6 FEET WITHIN 15 FEET OF EDGE OF ROAD.
4. CONCRETE MONUMENTS TO BE SET ALONG RIGHT-OF-WAY LINE AT THE BEGINNING AND ENDING OF ALL CURVES.
5. ALL WORK TO CONFORM TO CONN DOT FORM 816, 2014.
6. WATER AND SANITARY SEWER SERVICE CONNECTIONS SHALL EXTEND TO THE STREET LINE WATER SERVICE CONNECTIONS TO EACH LOT SHALL CONSIST OF SEPARATE 2" AND 6" LINES. ALL WORK AND MATERIALS FOR THE WATER LINE MUST CONFORM TO THE RULES AND REGULATIONS OF THE HERITAGE VILLAGE WATER COMPANY.
7. ALL BUILDING, PARKING, GRADING, AND DETENTION AREA LAYOUTS ARE CONCEPTUAL. INDIVIDUAL LOTS CONTAINING WETLANDS WILL REQUIRE INDIVIDUAL SITE PLAN APPROVAL BY THE INLAND WETLANDS AGENCY.
8. LAYOUT SPECIFICATIONS FOR ALL UTILITIES ARE TO BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY BY THE ROAD CONTRACTOR PRIOR TO INSTALLATION.
9. ALL CONSTRUCTION SHALL COMPLY WITH THE TOWN OF OXFORD REQUIREMENTS, STATE OF CONNECTICUT BASIC BUILDINGS AND SPECIFICATIONS FOR OTHER INFORMATION.
10. INFORMATION ON EXISTING UTILITIES HAS BEEN COMPILED FROM INFORMATION INCLUDING UTILITY COMPANY, MUNICIPAL RECORD MAPS AND FIELD SURVEY AND IS NOT GUARANTEED CORRECT OR COMPLETE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND ELEVATIONS OF ALL UTILITIES INCLUDING SERVICE.
11. PRIOR TO ANY EXCAVATION THE CONTRACTOR AND/OR APPLICANT, IN ACCORDANCE WITH PUBLIC ACT 77-350, SHALL BE REQUIRED TO CONTACT "CALL BEFORE YOU DIG" AT 1-800-922-4455 FOR MARK-OUT OF UNDERGROUND UTILITIES, AND TEST PIT(S) AT UTILITY CROSSING(S) TO CHECK ACTUAL CLEARANCE WITH NEW UTILITIES PRIOR TO CONSTRUCTION. IF CONFLICTS ARE FOUND THE CONTRACTOR SHALL NOTIFY THE ENGINEER, AT WHICH TIME THE UTILITY IN QUESTION SHALL BE REDESIGNED. IF REDESIGN IS NOT POSSIBLE, THE EXISTING PIPES OR UTILITIES SHALL BE RELOCATED TO AVOID THE CONFLICT. SUCH RELOCATION SHALL BE DONE WITH KNOWLEDGE OF AND IN ACCORDANCE WITH THE OWNER OF THE UTILITY.
12. INCLUDED IN THE ROAD CONSTRUCTION: WATER AND SEWER SERVICE LATERALS ARE TO BE CONSTRUCTED 5' INTO EACH LOT.
13. PROPOSED STREET TREES TO BE A MIX OF RED MAPLE, RED OAK, WHITE OAK, BLACK OAK AND SUGAR MAPLE IN ACCORDANCE WITH SECTION 10 OF SUBDIVISION REGULATIONS. SPECIES SHALL BE ALTERNATED SO THAT NONE OF SAME SPECIES ARE PLANTED ADJACENT TO EACH OTHER. TREES SHALL BE NURSERY STOCK, BALLED AND BURLAPED AND SHALL BE A MINIMUM OF 2-1/2 INCH CALIPER.

THIS SURVEY WAS PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTION 20-300b-1 THROUGH 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.

TYPE OF SURVEY- TOPOGRAPHIC SURVEY

CLASS OF ACCURACY- "T-2"

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP AND SURVEY ARE SUBSTANTIALLY CORRECT AS NOTED HEREON.

MICHAEL J. RIORDAN, L.S., REG.# 14668
RIORDAN LAND SURVEYING
701 MIDDLEBROOK TURNPIKE
WOODBURY, CT 06798
PHONE- 263-2727, FAX- 263- 4139

CIVIL 1

CORNERSTONE PROFESSIONAL PARK, SUITE D-101
43 SHERMAN HILL ROAD
WOODBURY (203) 266-0778 CONNECTICUT

DRAWN BY	MTHOMAS CJ
SCALE	1" = 200'
DATE	09 JUNE 06
REV. DATE	98132
CADD FILE NAME	98132 WHSP
DRAWING NO.	1 OF 22

Exhibit D

STANDARDS OF ROAD CONSTRUCTION

Section 1. Street, Roadway and Sidewalk Widths

(a) The right of way to be dedicated for a public street in the Town of Oxford shall be defined as one of the following:

1. LOCAL STREET: A street primarily providing access to abutting residential properties can be a through street or a street ending in a permanent or temporary turnaround (cul-de-sac).

2. SECONDARY AND MAJOR STREET: (As defined in subdivision regulations.) A street of considerable existing or potential continuity on which traffic past abutting lots will be dominant and serving as an artery for circulation among areas of the town or serving as a feeder to a neighborhood.

3. COMMERCIAL STREET: A street giving direct access to or circulation within business or industrial areas

The right-of-way to be dedicated for a public street in the Town of Oxford shall be no less than fifty (50) feet in width between property lines or 20 feet wider than the paved width, whichever is greater, as shown on the final subdivision map, or other road construction maps and profiles, properly signed and filed with the Town Clerk. Upon recommendation of the Planning & Zoning Commission and after the approval of the Board of Selectmen a street may be accepted by Town Meeting action. The Planning & Zoning Commission shall designate each street as a local, secondary and major, or commercial street no later than the time of final subdivision approval.

(b) Roadway, sidewalk, and curb details will conform to typical cross sections as described below:

1. Pavements shall be designated with a crown at the center line and a cross slope of 3/8 inch per foot with a minimum width between curbs of 30 feet for "secondary and major streets" and "commercial streets" and 24 feet for "local streets". The Planning & Zoning Commission reserves the right to require widths greater than the minimums where needed.

2. A ten (10) foot sidewalk area (minimum) shall be provided on each side of the pavement and graded from the top of the curb at a rising cross slope of at least 1/4 inch per foot, and a maximum not to exceed one inch per foot.

3. Curbing shall be constructed of hot bituminous concrete placed by an approved curbing machine, and described in greater detail in section 5 of these regulations. It shall be at least 6 inches high and 9 inches in thickness, with sloping face exposed.

Section 2. Clearing and Grubbing

All trees, stumps, loam and other objectionable material shall be removed in accordance with the following criteria, for the width of road sidewalk.

(a) Where embankment is to be made less than 3 feet deep, stumps and roots shall be removed entirely.

(b) Where embankment is to be made more than 3 feet deep, stumps shall be cut off to within 6 inches of the original ground surface.

(c) Unsuitable bearing materials such as peat, organic silts, silt clay and loam shall be removed and replaced with suitable material as directed or approved by the Board of Selectmen or properly designated agent.

Town inspection required when completed.

(d) Loam will be stripped and stockpiled for future use on the site, as directed or approved by the Board of Selectmen, or their properly designated agent.

Town inspection required when completed.

Section 3. Subgrade

(a) The subgrade is that earthwork overlaid by the base course. The fill or borrow used for subgrade material, as replacement for that removed as unsuitable by direction of the Board of Selectmen or their properly designated agent will be subject to the full approval of these Town Officials. It shall be deposited in layers not to exceet twelve (12) inches in depth and rolled to compaction by a roller weighing not less than ten (10) tons until each layer is thoroughly consolidated, for the entire area of construction.

(b) Where underground water is encountered at elevations of one foot and less below the bottom of the subgrade, excavation for the subgrade shall be carried to a depth not to exceed two feet below the finished grade as shown on the design profile for the road. The space so provided shall be back filled with rock not over eight (8) inches in diameter of coarse free draining soil meeting Connecticut State Highway Department spcifications. 1.06 of 809--Page 35.

(c) All underground drains as approved by the Board of Selectmen shall be installed and backfilled sufficiently to drain the highway effectively before placement of base course will be permitted.

(d) The finished grading of the subgrade shall have a cross section as outlined above in Section 1, paragraph b. It shall be nineteen (19) inches below finished grade for a minimum width of 34 feet for a width between curbs of 30 feet and 38 feet for a width between curbs of 24 feet and conform to the grades as shown on plans and profiles. Also, the crown of the subgrade shall correspond to the crown of the finished road.

Town inspection required during construction
and when completed

Section 4. Subbase Course

(a) The subbase course is that select granular fill material lying between the subgrade and the surface course or pavement. The thickness of the subbase course shall be twelve (12) inches after compaction, laid in two six (6)-inch layers over the entire roadway area and rolled up to consolidation by a roller weighing not less than ten (10) tons. Finished width shall be at least 34 feet for a width between curbs of 30 feet and 28 feet for widths between curbs of 24 feet. Material for the subbase course shall be coarsebank run gravel, crushed stone or tailings, subject to the approval of the Board of Selectmen or their properly designated agent, in accordance with Connecticut State Highway specifications. 3.02 of 809

(b) If required by the Board of Selectmen, or their designated agent, sufficient water and calcium chloride or other approved bonding agent shall be added to assure thorough compaction of the material being used for the subbase coarse.

(c) The finished grading of the subbase coarse shall conform to elevations as shown on plans and profiles.

(d) The finished rolled gravel base shall be four (4) inches thick in accordance with Connecticut State Highway Department specifications. 3.02.03 of Section 302

Town inspection required during construction
and when completed

Section 5. Curbs, two course bituminous concrete pavement

(a) The surface course or pavement is the one which must provide vehicles using it a smooth, unbroken surface for easy travel. Its effectiveness must depend upon the work done on each of the preceding courses, subgrade and subbase. The binder and top course shall be constructed of dense graded bituminous as of Connecticut State Highway specifications 809. The binder course shall be 1½ inches thick. The top course may be surface course 1, 11, or 111, and shall be 1½ inches thick. Tolerance of combined binder and surface course thickness of ½ inch minus will be allowed after compaction by a roller weighing not less than ten (10) tons. It shall be laid by an approved paving machine at a minimum asphalt mix temperature of 250 degrees fahrenheit minimum air temperature in shade of 40 degrees fahrenheit. No material shall be laid in frozen ground, wet ground or during inclement weather. The paved width shall be a minimum of 32 feet for a width between curbs of 30 feet and 26 feet for a width between curbs of 24 feet in order to have one (1) foot mat on each side for the asphalt curb.

The finished grading of the surface course shall have a cross section as described in Section 1, paragraph b, of this ordinance for a minimum of 32 feet in width for a width between curbs of 30 feet and 26 feet for a width between curbs of 24 feet and conform to the grades as shown on the plans and profiles. Minimum grade shall be 1% with maximum grade of 8%. Upon recommendation of the Board of Selectmen

when special circumstances require, the maximum and minimum grades shall be modified in order to better conform with existing natural ground slopes.

(b) Bituminous concrete curbs shall be constructed for various distances of all roads at the discretion of the Board of Selectmen or an authorized agent, and shall conform in shape to the standards set up by the Board of Selectmen. The bituminous concrete shall conform to Connecticut State Highway Department specifications. Curb and paved ditch mix shall be laid by approved machine at minimum asphalt mix temperature of 250 degrees fahrenheit and minimum air temperature of 40 degrees in shade.

(c) Grades for all curbs will be established by the developer through the services of a qualified engineer. Variances from grades submitted with the filed map will be allowed only with written permission of the Board of Selectmen. Such variances will be submitted to the Board of Selectmen upon completion of the work and before final acceptance of the entire roadway project.

Town inspection required during construction
and when completed

(d) Slopes, cut or fill sections beyond the ten (10) foot sidewalk area shall be graded to a slope not to exceed a slope of one (1) foot vertically to 1½ feet horizontally (1:1½) except in rock. If conditions should require it, this slope may be varied to maintain stability of bank under particular soil conditions encountered. Where required to provide adequate sight distances at street intersections or sharp curves in the roadway, embankments shall be cut back as directed by the Board of Selectmen or an authorized agent. No cut or fill sections which extend into property not owned by the applicant will be allowed without written permission of the adjacent landowner, granting slope rights for the Town. In the absence of such slope rights appropriate retaining walls structurally sound and approved by the Board of Selectmen, shall be constructed within the subdivision limits to prevent encroachment upon the adjoining property.

(e) Construction procedure shall be as follows:
Line and grade stakes shall be spaced not more than fifty (50) feet apart and shall be set and maintained in good order during construction and until the road or street is approved by the Board of Selectmen. Notification shall be given 48 hours before gravel is placed on the subgrade and before any paving operation. No road or street shall be opened or used for public travel until it shall have been approved by the Board of Selectmen.

SEC. 6. Underdrains

(a) In all roadway areas where a high water table is found to exist, either before commencing, or during actual construction, of the roadways, the developer shall be required to install underdrains as directed by the Board of Selectmen or their duly authorized agent, to protect the stability of the roadway. If required, perforated concrete or metal pipe shall be used, backfilled with washed gravel or crushed rock 3/4 inch nominal size to a depth of at least twelve (12) inches over the top of the pipe. The remainder of the trench being backfilled with bank run gravel meeting specifications of Connecticut State Highway Department for gravel subbase. Section 1.04 or 809--Page 35. Sufficient pitch shall be provided to allow this underground water to run freely to a point of discharge.

(b) Discharge

The discharge of all storm water shall be into suitable streams or rivers. Where the discharge shall be into private property within or adjoining the proposed subdivision, proper easements and discharge rights for the Town shall be secured by the applicant before approval of the final map and acceptance of the drainage plan is requested by the developer.

Town inspection required during construction and when completed.

Sec. 7. Storm Drainage Construction

The storm drainage system shall be constructed in accordance with the following standards and procedures:

(a) Pipe

All pipe used shall be of high density polyethylene or reinforced concrete meeting State Highway Department specifications. In some instances the Board of Selectmen may recommend use of corrugated metal pipe where it feels such pipe will provided a more satisfactory drainage system.

(b) Joints

The joints of all pipe shall be shoved tight. Pipe laid in sandy, silty, or other soil where, in the judgment of the Board of Selectmen, there is danger of washing or caveins, or near leaching fields, shall have joints thoroughly sealed with 1:3 portland cement mortar.

(c) Catch Basins and Manholes

Catch basins and manholes shall be constructed in accordance with the plans set by the Board of Selectmen. Manholes shall be constructed of solid concrete radial manhole blocks six (6) inches thick. Catch basins shall be constructed of eight (8) inch solid concrete blocks. Except at the crest

of a grade no portion of any road shall drain in one direction a distance of more than approximately 300 feet without catch basins on both sides of the road.

(d) Headwalls, Culverts and Bridges

Headwalls, culverts and bridges shall be constructed where required, in accordance with good engineering practice and as specified by the Board of Selectmen.

(e) Open Ditches

Open ditches may be permitted at the discretion of the Board of Selectmen. The size of the waterway shall be of sufficient size to convey; all water expected to be discharged and shall be suitably stablized against erosion. The side banks shall be moderately sloped, not less than 2 horizontal to 1 vertical and then seeded or otherwise stabilized as indicated on approved plans.

Town inspection required when completed.

(f) Construction procedure shall be as follows:

All pipe shall be laid to line and grade as shown on approved drainage plans and profiles. Line and grade stakes shall be maintained in good order until the work has been inspected and approved by the Board of Selectmen. Three batter boards shall be maintained in place at all times when laying pipe and shall not be spaced more than thirty (30) feet apart. No pipe shall be backfilled until inspected and approved by the Board of Selectmen.

SEC.8. Guide Posts and Railings

Guide posts and railings shall be installed along all streets to be dedicated to the Town where there will be an embankment with a depth of four (4) feet or more within fifteen (15) feet of the proposed pavement. Creosoted posts shall be spaced six (6) feet on center and shall have a minimum length of seven (7) feet with 3½ feet set in the ground and a minimum top diameter of six (6) inches. Guide cable shall be 3/4 inches thick, class A. material.

Good engineering practice and 809 of the Connecticut State Highway Department specification will be followed at all times.

SEC.9. Utility Poles

Utility pole shall be installed along the 50 foot right of way as director the Board of Selectmen or their duly authorized agent.

SEC.10. Bonds

The Board of Selectmen will require a performance bond for the anticipated actual cost of the road improvement as determined by the Town Engineer and approved by the Board of Selectmen. A 25% minimum portion will be required in cash. The remaining 75% maximum will be required in an insurance bond.

Approved at Town Meeting April 1, 1968 All previous Standards & Regulations repealed
Effective April 19, 1968
Amended Dec.13,1976
Amended August 16, 1982

Exhibit E

EXHIBIT [XX]

Form of Ordinary Course Revolving Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT

Bank Name.
Bank Street Address
Bank City, State and Zip Code
Attn: Standby Letter of Credit Section

Irrevocable Letter of Credit No. [_____]

Issue Date: [_____]

Beneficiary:
[_____]
[_____]
[_____]
Attn: [_____]

Ladies and Gentlemen:

We hereby issue our Irrevocable Letter of Credit No. [_____] in your favor for CPV Towantic, LLC (the "Applicant"), 8403 Colesville Road, Suite 915, Silver Spring, MD 20910 for an aggregate amount up to $[_____] ([_____] US Dollars) (such amount, as it may be reduced with the terms hereof, the "Stated Amount" hereof) available by your drafts at sight drawn on [Bank Name].

Each such sight draft must be marked "Drawn under [Bank Name], Letter of Credit No. [_____]," and must be accompanied by (a) a certificate in the form of Exhibit A, completed in accordance with the instructions contained in such Exhibit A and executed by your authorized officer and (b) the original Letter of Credit, including all amendments.

Partial and multiple drawings on this Letter of Credit are permitted. The Stated Amount shall be reduced by the amount of any drawing hereunder. Presentation of any sight draft and accompanying certificate and original Letter of Credit shall be made at our office located at [_____], Attention: [_____]. We hereby agree that any sight draft drawn under and in compliance with the terms of this Letter of Credit shall be duly honored by us upon delivery of the above-specified certificates and original Letter of Credit, if presented on or before our close of business on the expiration date at our office specified above.

Provided that a drawing and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount specified in the applicable sight draft, not to exceed the Stated Amount, in immediately available funds, on or before the third business day after presentation of the sight draft, certificate and original Letter of Credit. As used herein, "business day" shall mean any day other than a Saturday, Sunday or day

on which banking institutions in the State of [Bank State] are authorized or required by law to close. If any drawings or the documentation presented in connection therewith does not conform to the terms and conditions hereof, we will further advise you of same by telephone or any other electronic medium within three business days and give the reasons for such non-conformance. This Letter of Credit is effective immediately and shall expire at this office on [_____] (or if such date is not a business day, on the business day immediately following such date).

It is a condition of this Letter of Credit that it will be automatically extended for periods of one year each from the present or any future expiry date, unless we notify you in writing at least 60 days prior to any such expiry date that we elect not to further extend this Letter of Credit. Upon receipt of such notice, you may draw on this Letter of Credit by presenting your sight draft to us for an amount up to the unused balance of this Letter of Credit at any time within 30 days of the then relevant expiry date.

Notwithstanding the foregoing, this Letter of Credit shall finally expire on [__], if it has not previously expired in accordance with the preceding paragraph.

This Letter of Credit may be cancelled upon written notice from the Beneficiary, requesting that the Letter of Credit be cancelled, accompanied by the original of this Letter of Credit and all amendments.

Only you may draw upon this Letter of Credit. Upon the payment to you or your account of the full aggregate Stated Amount specified herein or upon the occurrence of the expiration date or earlier termination hereof, we shall be fully discharged of our obligations under this Letter of Credit.

This Letter of Credit is not transferable. Any purported transfer shall be void and of no force or effect.

Banking charges shall be the sole responsibility of the Applicant.

This Letter of Credit sets forth in full our obligations and such obligations shall not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to herein; and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices 1998, I.C.C. Publication No. 590 ("ISP98"). As to matters not covered by ISP98 the laws of the State of New York, without regard to the principles of conflicts of laws thereunder (other than Section 5-1401 of the General Obligations Law of the State of New York), shall govern all matters with respect to this Letter of Credit. In the event of conflict between the ISP98 and a non-mandatory (variable) provision of such laws, the ISP98 shall govern.

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to us at [Full Bank Address as above] on or before the above-stated expiration date.

[Bank Name]

_____

Name:

Title:

Exhibit A
to Letter of Credit

No._____

[Letterhead of [BENEFICIARY]]

[Date]

[Ordinary Course LC Issuing Bank]

Re: Irrevocable Letter of Credit No._____

Ladies/Gentlemen:

This is a certificate presented in accordance with your Irrevocable Letter of Credit No. _____ held by us (the "Letter of Credit").

We hereby certify that:

[(a) we are entitled to draw under the Irrevocable Letter of Credit No. _____ pursuant to that certain [*insert name of agreement*] between CPV Towantic, LLC and [*name of Beneficiary*], dated [_____], and (b) the amount drawn does not exceed the current Stated Amount of the Letter of Credit (less any previously drawn amounts).]

This certificate has been executed and delivered by a duly authorized officer of the undersigned on the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[BENEFICIARY]

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit F

EXHIBIT [XX]

Form of Ordinary Course Revolving Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT

Bank Name.
Bank Street Address
Bank City, State and Zip Code
Attn: Standby Letter of Credit Section

Irrevocable Letter of Credit No. [_____]

Issue Date: [_____]

Beneficiary:
[_____]
[_____]
[_____]
Attn: [_____]

Ladies and Gentlemen:

We hereby issue our Irrevocable Letter of Credit No. [_____] in your favor for CPV Towantic, LLC (the "Applicant"), 8403 Colesville Road, Suite 915, Silver Spring, MD 20910 for an aggregate amount up to $[_____] ([_____] US Dollars) (such amount, as it may be reduced with the terms hereof, the "Stated Amount" hereof) available by your drafts at sight drawn on [Bank Name].

Each such sight draft must be marked "Drawn under [Bank Name], Letter of Credit No. [_____],", and must be accompanied by (a) a certificate in the form of Exhibit A, completed in accordance with the instructions contained in such Exhibit A and executed by your authorized officer and (b) the original Letter of Credit, including all amendments.

Partial and multiple drawings on this Letter of Credit are permitted. The Stated Amount shall be reduced by the amount of any drawing hereunder. Presentation of any sight draft and accompanying certificate and original Letter of Credit shall be made at our office located at [_____], Attention: [_____]. We hereby agree that any sight draft drawn under and in compliance with the terms of this Letter of Credit shall be duly honored by us upon delivery of the above-specified certificates and original Letter of Credit, if presented on or before our close of business on the expiration date at our office specified above.

Provided that a drawing and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount specified in the applicable sight draft, not to exceed the Stated Amount, in immediately available funds, on or before the third business day after presentation of the sight draft, certificate and original Letter of Credit. As used herein, "business day" shall mean any day other than a Saturday, Sunday or day

on which banking institutions in the State of [Bank State] are authorized or required by law to close. If any drawings or the documentation presented in connection therewith does not conform to the terms and conditions hereof, we will further advise you of same by telephone or any other electronic medium within three business days and give the reasons for such non-conformance. This Letter of Credit is effective immediately and shall expire at this office on [_____] (or if such date is not a business day, on the business day immediately following such date).

It is a condition of this Letter of Credit that it will be automatically extended for periods of one year each from the present or any future expiry date, unless we notify you in writing at least 60 days prior to any such expiry date that we elect not to further extend this Letter of Credit. Upon receipt of such notice, you may draw on this Letter of Credit by presenting your sight draft to us for an amount up to the unused balance of this Letter of Credit at any time within 30 days of the then relevant expiry date.

Notwithstanding the foregoing, this Letter of Credit shall finally expire on [__], if it has not previously expired in accordance with the preceding paragraph.

This Letter of Credit may be cancelled upon written notice from the Beneficiary, requesting that the Letter of Credit be cancelled, accompanied by the original of this Letter of Credit and all amendments.

Only you may draw upon this Letter of Credit. Upon the payment to you or your account of the full aggregate Stated Amount specified herein or upon the occurrence of the expiration date or earlier termination hereof, we shall be fully discharged of our obligations under this Letter of Credit.

This Letter of Credit is not transferable. Any purported transfer shall be void and of no force or effect.

Banking charges shall be the sole responsibility of the Applicant.

This Letter of Credit sets forth in full our obligations and such obligations shall not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to herein; and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices 1998, I.C.C. Publication No. 590 ("ISP98"). As to matters not covered by ISP98 the laws of the State of New York, without regard to the principles of conflicts of laws thereunder (other than Section 5-1401 of the General Obligations Law of the State of New York), shall govern all matters with respect to this Letter of Credit. In the event of conflict between the ISP98 and a non-mandatory (variable) provision of such laws, the ISP98 shall govern.

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to us at [Full Bank Address as above] on or before the above-stated expiration date.

[Bank Name]

_____

Name:

Title:

Exhibit A
to Letter of Credit

No._____

[Letterhead of [BENEFICIARY]]

[Date]

[Ordinary Course LC Issuing Bank]

Re: Irrevocable Letter of Credit No._____

Ladies/Gentlemen:

This is a certificate presented in accordance with your Irrevocable Letter of Credit No. _____ held by us (the "Letter of Credit").

We hereby certify that:

[(a) we are entitled to draw under the Irrevocable Letter of Credit No. _____ pursuant to that certain [*insert name of agreement*] between CPV Towantic, LLC and [*name of Beneficiary*], dated [_____], and (b) the amount drawn does not exceed the current Stated Amount of the Letter of Credit (less any previously drawn amounts).]

This certificate has been executed and delivered by a duly authorized officer of the undersigned on the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[BENEFICIARY]

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit G

DECLARATION OF DRAINAGE EASEMENTS

This Declaration of Drainage Easements is made this _____ day of _____, 2015, by the Town of Oxford, a municipal corporation in the State of Connecticut (the "Town").

1. The Town is the owner of that certain land and premises located in the Woodruff Hill Industrial Park on Woodruff Hill Road, Oxford, Connecticut, known as Lot 8, as more particularly described in Exhibit A attached hereto and made a part hereof, and designated as "Lot 8" on the survey attached hereto as Exhibit D.

2. CPV Towantic, LLC ("CPV") is the owner of adjoining parcels, more particularly described on Exhibit B attached hereto and made a part hereof, as further shown on survey attached hereto as Exhibit D (the "CPV Parcels").

3. CPV is developing an electric generating facility on the CPV Parcels.

NOW THEREFORE, the Town hereby declares that the following declaration to shall apply to the Easement Areas (as defined herein) and shall be deemed to run with the land and be binding upon the owners of Lot 8 and the CPV Parcels, their respective heirs, successors, and assigns and that acceptance of a deed of conveyance or entering into a lease or occupancy of Lot 8, and the CPV Parcels shall constitute acceptance of the terms of this Declaration of Drainage Easements as follows:

A. CPV Parcels

1. The owners of the CPV Parcels shall have the right, easement and privilege to construct, operate, inspect, maintain, repair and replace a drainage system, including but not limited to pipes and related facilities, and to drain water to and within an easement area located on Lot 8, together with the right of reasonable access to the easement area. Said easement area is more particularly described in Exhibit C attached hereto and made a part hereof, and designated "Drainage Easement in favor of Towantic Energy LLC over Lot 8" on Exhibit D.

2. Said right, easement and privilege shall be exercised in accordance with the terms in Section E herein.

B. All of the rights set forth in Section A and as set forth in the Declaration of Drainage Rights herein shall be collectively referred to as the "Drainage Rights," and all of the easements shall be collectively referred to as the "Easement Areas."

C. The owners of Lot 8 and the CPV Parcels (collectively, the "Lot Owners" and each, the "Lot Owner") shall cooperate in the manner described below with regard to the Drainage Rights:

1. The Lot Owners shall cooperate with each other to the extent necessary to properly operate and monitor the drainage system including, but not limited to, the right to remove vegetation or other obstructions that may interfere with any such drainage system.

2. The Lot Owners shall obtain, maintain and comply with all governmental permits and approvals necessary for the Drainage Rights, and shall be solely responsible and liable for conformance with any and all applicable laws related to their exercise of such Drainage Rights.

3. In their exercise of the Drainage Rights, the Lot Owners, by constructing, operating, inspecting, maintaining, repairing and replacing the drainage system, shall do no unnecessary damage to the remaining land and shall restore the surrounding area to substantially its prior condition.

4. The Lot Owners shall exercise such Drainage Rights in a manner that avoids any erosion of soil on the remaining land.

5. With regard to such Drainage Rights, each of the Lot Owners agrees to indemnify and hold the other Lot Owners harmless from and against any and all (a) cost, expenses, including reasonable attorneys' fees, claims and judgments of any nature resulting from the exercise of such Drainage Rights, and clean-up, remediation or restoration required to be performed within and upon the Easement Areas or remaining land and (b) any fees, penalties, judgments, orders and violations of any applicable laws issued or charged against the Easement Areas or the remaining land resulting from the discharge of surface waters to, into and from the Easement Areas and remaining land.

6. Each of the Lot Owners shall be responsible for all costs related to its portion of any drainage system and shall share equally in the cost of any maintenance and repair associated with the portion of the Easement Areas used in common, unless such maintenance and repair shall arise from the conduct of one or two of the Lot Owners in which case the responsible party or parties, as the case may be, shall be solely responsible for such maintenance or repair. For purposes of this Declaration, maintenance and repair shall mean keeping the Easement Areas in such condition as will allow them to serve their intended purpose.

7. The Town shall have the right to utilize its land on Lot #8 in any manner not inconsistent with the exercise of the Drainage Rights.

TO HAVE AND TO HOLD the right, easement and privilege herein granted shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the Lot Owners.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this _____ day of _____, 2015.

Witnessed by:

_____

_____

GRANTOR:

TOWN OF OXFORD

By: _____

Its

STATE OF CONNECTICUT)

) ss:

COUNTY OF)

On this _____ _____, 2015, before me, _____, personally appeared _____, as signer and sealer of the foregoing instrument and _____ of the Town of Oxford, Connecticut, and acknowledged the execution of the same to be the free act and deed of said Town of Oxford, before me.

IN WITNESS WHEREOF I hereunto set my hand.

_____

Commissioner of Superior Court/Notary Public

My Commission Expires:

Exhibit A

(Legal Description of Lot 8)

Drainage easement in favor of CPV Towantic, LLC over lot 8 Woodruff Hill Industrial Park

Beginning at the north easterly corner of lot 8, said point being the north westerly corner of land of CPV Towantic, LLC, thence running along the common boundary between CPV Towantic, LLC and lot 8; South 14°13'14" East a distance of 225.000 feet to the true point and place of beginning of the herein described easement, thence turning and continuing along said common boundary; North 76°45'02" East a distance of 56.299 feet, thence turning and running into lot 8; South 02°09'05" West a distance of 199.703 feet, South 19°00'44" West a distance of 44.243 feet, South 69°22'44" West a distance of 25.472 feet, North 20°37'16" West a distance of 59.754 feet, North 03°25'16" West a distance of 128.617 feet and North 20°18'33" East a distance of 56.669 feet to the point and place of beginning.

Said easement area contains 14,337 square feet and is more particularly described on a certain map entitled, "PROPERTY SURVEY OF CPV PARCELS PREPARED FOR CPV TOWANTIC, LLC", dated May 5, 2014, last revised April 21, 2015 and prepared by Michael J. Riordan, licensed Land Surveyor.

Exhibit B

(Legal Descriptions of CPV Parcels)

PARCEL 1

Beginning at a point along the southerly boundary of the Algonquin Pipeline easement, said point being 30 feet east of the intersection of the existing center line of Woodruff Hill Road and the southerly boundary of the Algonquin Pipeline easement, said point also being the north westerly corner of the herein described premises, thence running in a general easterly direction along the southerly boundary of said Pipeline easement 698 feet, then turning and running 1248 feet more or less in a general southerly direction in straight line parallel to the existing center line of Woodruff Hill Road, thence turning and running 698 feet in a general westerly direction in a straight line parallel to Algonquin Pipeline easement to a point 30 feet east of the center line of Woodruff Hill Road, thence turning and running in a general northerly direction parallel to and a 30 foot distance from the existing center line 1248 feet more or less to the point and place of beginning.

The intent of this legal description is to convey a parcel of land exactly 20.00 acres in size. The length 1248 feet described above will vary more or less to achieve this result.

Subject to a power line easement of record.

PARCEL 2

All that certain piece or parcel of land known as "Proposed Lot 9A" as more particularly shown on a certain map entitled "Proposed Resubdivision - Lot 9, Land of Town of Oxford, Woodruff Hill Industrial Park, New Haven County, Oxford, Connecticut, Date 4/24/2007, last revised 8/16/2007, Scale 1"=100', Project No. 05-087, 1 of 6" prepared by Conklin & Soroka, Inc., Cheshire, Connecticut and filed with the Oxford Town Clerk as Map No. 35-38.

Together with and subject to Declaration of Drainage Easements dated March 21, 2011, and recorded in Volume 365, Page 50 of the Oxford Land Records, and subject to all other matters as of record may appear.

Exhibit C

(Legal Description of Easement Area)

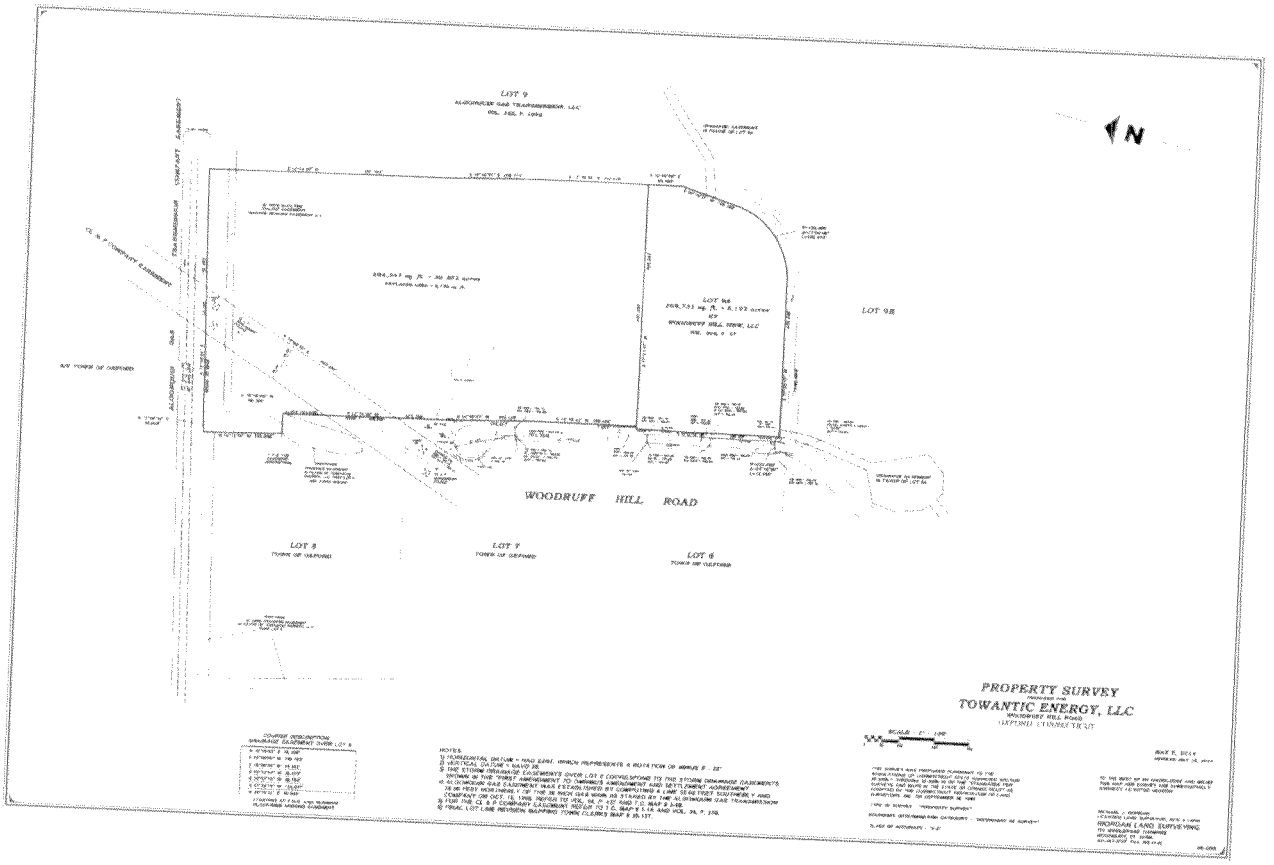
Lot 8, Woodruff Hill Industrial Park

Beginning at the north easterly corner of lot 8, said point being the north westerly corner of land of CPV Towantic, LLC, thence running along the common boundary between CPV Towantic, LLC and lot 8; South 14°13'14" East a distance of 225.000 feet, North 76°45'02" East a distance of 56.299 feet, South 13°14'58" East a distance of 471.168 feet and South 14°48'21" East a distance of 67.513 feet to a point on the cul-de-sac of Woodruff Hill Road, thence along a curve to the left having a radius of 60.000 feet, a delta of 80°37'22", and an arc length of 84.428 feet to a point on the common boundary of lots 7 and 8, thence turning and running along said common boundary; North 13°22'13" West a distance of 123.391 feet and South 77°37'48" West a distance of 731.929 feet to the south west corner of the herein described lot 8, thence turning and running; North 15°04'31" West a distance of 562.863 feet and North 76°05'02" East a distance of 739.955 feet to the point and place of beginning.

Said lot 8 contains 447,189 square feet or 10.266 acres of land.

Exhibit D

(Survey of Easement Area)



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