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ENGINEERING & PROCUREMENT AGREEMENT

This Engineering & Procurement Agreement ("Agreement"), dated as of December 31,
2019 (the “Effective Date”), is made by and between Canisteo Wind Energy LLC, a Delaware
limited liability company having its principal place of business at 1 S. Wacker Dr. #1800

Chicago, IL 60647 (“Customer” or "Developer"), and New York State Electric & Gas

Corporation (“NYSEG” or the “Company”), a New York corporation with an office located in Kirkwood, New York. The Customer and the Company shall each be referred to as a “Party”, and shall be referred to collectively as the “Parties”.

RECITALS

WHEREAS, the Parties desire to set forth the terms, conditions, and costs for conducting certain engineering and procurement activities specified in Attachment A to this Agreement (“Engineering & Procurement”) related to the interconnection of the Customer’s electric generating facility located in the Towns of Cameron, Canisteo, Greenwood, Jasper, Troupsburg, and West Union, all in Steuben County, New York (the “Facility”);

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth
herein, and other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

1. Information Requirements and Scope of Engineering & Procurement.

1.1 The Customer agrees to provide all information, documents and technical data

required by the Company and deemed necessary by the Company to perform the Engineering &
Procurement services as outlined in Attachment A. Such information, documentation, and
technical data required has been provided by the Customer as of the Effective Date and the
Company acknowledges receipt of such information, documentation, and technical data as of the
Effective Date to commence the Engineering & Procurement. After execution of this
Agreement, Customer will continue to provide the remainder of the information specified in
Attachment A on a schedule to be mutually agreed by the Customer and the Company, and will
also provide any additional information, documentation, or technical data is determined by the
Company to be required for its performance of the Engineering & Procurement (collectively, the
“Additional Information and Data”). The Company shall provide notice to the Customer of its
failure to provide Additional Information and Data in accordance with this Section 1.1, and the
Customer shall provide such Additional Information and Data within fifteen (15) days following
its receipt of such notice from the Company. If the Customer fails to provide the Additional
Information and Data within fifteen (15) days following its receipt of such notice from the
Company, the Company may, at its option and upon prior written notice to the Customer,
suspend the Engineering & Procurement until such Additional Information and Data is received.
Notwithstanding the foregoing, if all or a portion of Additional Information and Data requested
by Company is not available within the fifteen (15) day period, Customer shall notify Company
of that fact and will provide a good faith estimate of the date upon which such Additional
Information and Data will be provided. If the Customer fails to provide the Additional
Information and Data within ninety (90) days following its receipt of the fifteen (15) day notice
from the Company, the Company may, at its option and upon prior written notice to the

Customer, terminate this Agreement; provided, however, that if all or a portion of Additional
Information and Data requested by Company is not available within the ninety (90) day period,
Customer shall (i) notify Company of that fact and provide a good faith estimate of the date upon
which such Additional Information and Data will be provided; and (ii) use commercially

reasonable efforts to supply Additional Information and Data as it becomes available. So long as Customer is in compliance with clauses (i) and (ii) of the preceding sentence, this Agreement shall remain in full force and effect, but Company shall retain the right to suspend the Engineering & Procurement until such Additional Information and Data is received.

1.2 The scope of the Engineering & Procurement to be performed by the Company

(“Scope of Engineering & Procurement”) shall be as described in this Agreement in

Attachment A.

1.3 In performance of the Engineering & Procurement hereunder, the Company:

a. shall at all times perform in a good and workmanlike manner consistent

with applicable best professional practices and standards in the industry for performing similar services;

b. shall at all times perform in material compliance with all applicable

federal, state and local laws and ordinances and all lawful orders, rules and regulations of any governmental authority; and

c. represents and warrants that it and any subcontractor has all necessary

permits, licenses and other forms of documentation, and its personnel have received all necessary
training including, but not limited to, health and safety training, required to perform services
hereunder.

1.4 All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the NYISO's Open Access Transmission Tariff inclusive of Attachment X thereto.

1.5 This Agreement shall be superseded by the Interconnection Agreement executed by both Parties (“IA”). Notwithstanding the foregoing, Sections 4.5, 9.1, 9.2 and 16, and Article 8, survive expiration or termination of this Agreement (“Surviving Provisions”). In the event of any conflict between a Surviving Provision of this Agreement and the IA, the Surviving Provision of this Agreement shall control.

2. Representatives.

All work pertaining to the Engineering & Procurement that is the subject of this Agreement will be approved by and coordinated only through designated and authorized representatives of the Company and the Customer. Each Party shall inform the other in writing of its designated representative(s). The designated representatives of the Parties shall not have the right to amend this Agreement, except as provided in Section 4.2.

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3. Engineering & Procurement Duration and Results.

3.1 The Company’s estimated schedule for completing the Engineering &

Procurement is specified in Attachment A. The Customer understands and agrees that the
completion dates in Attachment A are only estimates, and that the Company makes no
representations or warranties, either express or implied, that the Engineering & Procurement will
be completed within these time periods. The Company agrees to provide to the Customer
periodic reports on the status of the Engineering & Procurement at intervals as agreed by the
Parties, and also shall provide status reports upon the reasonable request of the Customer.

4. Estimated Costs and Payment Terms.

4.1 The Company’s estimated cost for completion of the Engineering & Procurement

services is specified in Attachment A (the “Estimated Cost”). The Estimated Cost constitutes
the Company’s good faith estimate of the cost for the Engineering & Procurement services
through to the execution of the IA, pursuant to this Agreement. The actual costs to be paid by
the Customer will be the actual costs incurred by the Company, which may vary from the
Estimated Cost, as described in Section 4.3 below. Any costs for the Engineering &

Procurement in excess of the Estimated Cost are “Additional Costs”. Typically, under NYSEG’s
E&P Agreement, NYSEG requires the customer to provide payment security such as a letter of
credit to guaranty NYSEG receives payment for the work NYSEG will undertake. In this
instance NYSEG has arranged the payment schedule so that NYSEG will not be required to
perform work until the funding to pay for that work has been received. By arranging the
payments this way, the Customer will not be required to submit security such as a letter of credit.

The intention of this provision is to be clear that the Company shall only expend funds toward the payment of Engineering and Procurement if sufficient funds have first been received from the Customer. NYSEG requires payment of the estimated cost of work in advance.

a. The Estimated Cost is three hundred thousand dollars ($300,000.00), which

includes, but is not limited to Owners Engineer review costs of the scope described in Attachment A hereto

b. The first payment of one hundred and fifty thousand dollars ($150,000.00) is due on
 the date of execution of this Agreement by both parties (the “Effective Date”);

c. The second payment of one hundred and fifty thousand dollars ($150,000.00) (the
 actual amount may be adjusted based upon the development update described in
 Paragraph 4.2 below) is due within one (1) month from the effective date;

d. All payments by Customer shall be made by certified or bank check, or wire
 transfer.

4.2 The Company can commence with the full Engineering & Procurement described
in Attachment A hereto upon receipt of the first payment. The estimated $300,000 for the
NYSEG scope is intended to cover services through to execution of the IA. In the event the IA is
not executed prior to the funding running out, an amendment to this E&P will be required to
provide additional funds in order to continue providing services. Once the Company has
commenced performance of the Engineering & Procurement, the Company shall have the right to

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propose changes to the Scope of Engineering & Procurement by providing written notice (each
an “EP Change Notice”) to the Customer, which notice shall include an estimate of the
Additional Cost associated with the change in the Scope of Engineering & Procurement. The
Customer, through its designated representative, shall, within ten (10) business days after the
Customer receives an EP Change Notice, either (a) authorize the change in the Scope of
Engineering & Procurement in a written notice to the Company and include payment for the
Additional Cost associated with the change, or (b) dispute the necessity for or the cost of the
change described in the EP Change Notice. If the Customer chooses option (b), then the
Company shall not undertake any work associated with the EP Change Notice until such dispute
is resolved; provided, however, that if the dispute is not resolved within ninety (90) days from
the date the Customer receives the EP Change Notice, either Party shall have the right to
terminate this Agreement upon written notice to the other. If the Customer chooses option (a),
then payment of the Additional Costs described in any EP Change Notice is required in advance
of the Company undertaking to perform the change in the Scope of Engineering & Procurement
and the Customer shall be responsible for the actual costs associated with the change in the
Scope of Engineering & Procurement.

4.3 The Company shall, in writing, advise the Customer in advance of performing any
Engineering & Procurement work that is not subject to an EP Change Notice as described in
Section 4.2, if the Additional Costs for such work are equal to or greater than ten percent (10%)
of the Estimated Cost (each notice an “Increased Cost Notice”). Upon receiving an Increased
Cost Notice, the Customer, through its designated representative, shall, within ten (10) days,
either (a) make payment for the Additional Cost, or (b) dispute the Additional Cost described in
the Increased Cost Notice. If the Customer chooses option (b), the Company may, at its option
and upon notice to the Customer (y) suspend performance under this Agreement until the dispute
is resolved and the required payment for the Additional Cost is made, or (z) if the dispute is not
resolved within ninety (90) days from the date the Customer receives the Increased Cost Notice,
terminate this Agreement.

4.4 Within thirty (30) days after the expiration or any earlier termination of this Agreement: (a) the Company shall refund to the Customer any portion of the paid Estimated Costs or paid Additional Costs that the Company did not expend in performing its obligations under this Agreement, and (b) the Customer shall pay to the Company any outstanding amount due under this Agreement. Notwithstanding the foregoing, the Company may retain any amounts due to Customer under (a) above until such time as there is final settlement of any dispute between the Parties over amounts due under this Agreement, including any indemnification or other liability obligations under this Agreement. This Section 4.4 shall survive any termination or expiration of this Agreement.

5. Term and Termination.

5.1 This Agreement shall be effective, as of the Effective Date, upon its execution by

both Parties and payment of the first payment by Customer, and shall remain in effect until the IA is executed, unless terminated earlier pursuant to its terms.

5.2 If a Party breaches any material term or condition of this Agreement and fails to
cure the same within fifteen (15) business days after receiving notice from the other Party

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specifying such material breach, the non-breaching Party may (a) terminate this Agreement immediately upon notice to the breaching Party, or (b) agree in writing that the breaching party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

5.3 In addition to any other termination rights provided in this Agreement, the Customer may terminate this Agreement at any time upon ten (10) days’ prior written notice to the Company.

5.4 For termination pursuant to Sections 5.2 and 5.3, the terminating Party shall pay
to the non-terminating Party, in addition to any amounts required pursuant to Section 4.4, any
reasonable and verifiable costs, fees, penalties and charges incurred by the non-terminating Party
as a result of such termination; provided, however, that the remedy specified in this Section 5.4
shall not be the non-terminating Party’s exclusive remedy in the event of such termination.

6. Notice.

Any notices, requests, or other correspondence and communication given under this
Agreement shall be in writing and must be sent (a) by hand delivery, if the signature of recipient
is requested, (b) by registered or certified mail, return receipt requested, (c) by a reputable
national overnight courier service, postage prepaid, or (d) by facsimile transmission, addressed to
a Party at its address or telephone facsimile number set forth below, with the original of such
facsimile to be delivered within two (2) business days thereafter by one of the other means set
forth in this Article 6. For purposes of this Agreement, notices sent by hand delivery, overnight
courier or facsimile (if followed by the original as required by this Article 6) shall be deemed
given upon receipt and notices sent by registered or certified mail shall be deemed given three

(3) business days following the date of mailing. Either Party may give notice, as herein
provided, specifying a different person, address or facsimile number than that which is listed
below.

For Company: For Customer:

New York State Electric & Gas Canisteo Wind Energy LLC

Corporation Justin VanCoughnett

Manager - Programs/Projects Project Manager

Electric Transmission Services Renewable Project Management

18 Link Drive

Binghamton, NY 13902-5224

Phone: (585) 484-6306 Phone:((312) 582-1265

Fax: (607) 762-8666 Fax: (312) 224-1444

Email:

JVanCoughnett@invenergyllc.com

7. Confidentiality.

7.1 Unless otherwise required by applicable law, rule or regulation, the Company and

the Customer agree to maintain the confidentiality of this Agreement and any and all information

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and data provided by a Party hereunder, including the Engineering & Procurement results (the
"Confidential Information"), during the term of this Agreement and for a period of two (2) years
following the expiration or any termination of this Agreement, except that the Company and
Customer may disclose any and all Confidential Information provided by a Party hereunder on a
need-to-know basis to its employees, agents, representatives, contractors, suppliers, lenders,
potential equity investors and affiliates (and its affiliates’ employees, agents and representatives)
who have first been advised of the confidentiality provisions of this Agreement.

7.2 Each Party hereby acknowledges and agrees (a) that the Confidential Information
of the other Party is a valuable trade secret of the other Party and that any unauthorized
disclosure thereof could cause irreparable harm and loss to the other Party, and (b) that money
damages would not be a sufficient remedy for any breach or threatened breach of this Agreement
and that each Party shall be entitled to specific performance and/or injunctive relief as a remedy
for any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive
remedy for any such breach of this Agreement but shall be in addition to all other remedies
available at law or in equity.

7.3 No license or right to any trade secret, business method, patent (now issued or hereafter issuing), trade mark, trade name, copyright or any other intellectual property of a disclosing Party is granted by this Agreement.

8. Indemnification.

Each Party (each, an “Indemnitor”) agrees to indemnify, hold harmless and defend the
other Party and its affiliated companies (collectively “Affiliates”), and the trustees, directors,
officers, employees, and agents of each of them (each, an “Indemnitee”), from and against any
and all damages, costs, expenses (including attorney’s fees), fines, penalties and liabilities, in
tort, contract, or otherwise resulting from claims of third parties arising, or claimed to have
arisen, as a result of any acts or omissions of the Indemnitor under this Agreement.
Indemnification shall include all costs, including attorney's fees, reasonably incurred in pursuing
indemnity claims under or enforcement of this Agreement. This Article 8 shall survive the
expiration or any termination of this Agreement, including the incorporation of this Agreement
into the LGIA”) to be entered into and executed by the Company and Customer.

9. Disclaimer of Damages/Limitation of Liability.

9.1 Except with respect to the indemnity liability described in Article 8, neither Party

shall be liable to the other Party for any indirect, consequential, exemplary, special, incidental or
punitive damages, including without limitation loss of use or lost business, revenue, profits or
goodwill, arising in connection with this Agreement, the Engineering & Procurement performed
hereunder, and/or the intended use thereof, under any theory of tort, contract, warranty, strict
liability or negligence. This Section 9.1 shall survive the expiration or any termination of this
Agreement.

9.2 Without limitation of the provisions of Section 9.1 above, the total liability of the
Company to the Customer in connection with this Agreement shall be limited to the lesser of:

(a) direct damages proven by the Customer; or (b) the amount paid by the Customer to the

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Company pursuant to the payment terms of this Agreement. The foregoing limitation applies to
all causes of actions and claims, including, without limitation, breach of contract, breach of
warranty, negligence, strict liability, misrepresentation and other torts. The Customer

acknowledges and accepts the reasonableness of the foregoing disclaimers and limitations of liability. This Section 9.2 shall survive the expiration or any termination of this Agreement.

10. Force Majeure.

Any delay in or failure of performance under this Agreement (other than a failure to
comply with a payment obligation) shall not be considered a breach of this Agreement if and to
the extent caused by events (each, a “Force Majeure Event”), beyond the reasonable control of
the Party affected, including but not limited to acts of God, embargoes, governmental
restrictions, strikes, riots, wars or other military action, civil disorders, rebellion, fires, floods,
vandalism or sabotage. Market conditions and/or fluctuations (including a downturn of any
Party’s business) shall not be deemed Force Majeure Events. The Party whose performance is
affected by a Force Majeure Event shall promptly notify the other Party, giving details of the
Force Majeure Event, and the obligations of the Party giving such notice shall be suspended to
the extent caused by the Force Majeure Event and for so long as the Force Majeure Event
continues, and the time for performance of the affected obligation hereunder shall be extended
by the time of the delay caused by the Force Majeure Event. During the continuation of the
Force Majeure Event, the nonperforming party shall (a) exercise commercially reasonable due
diligence to overcome the Force Majeure Event; (b) to the extent it is able, continue to perform
its obligations under this Agreement; and (c) cause the suspension of performance to be of no
greater scope and no longer duration than the Force Majeure Event requires.

11. Applicable Law.

When not in conflict with or preempted by federal law, including, without limitation, Part II of the Federal Power Act, 16 U.S.C. §§824d, et seq., and Part 35 of Title 18 of the Code of Federal Regulations, 18 C.F.R. §§35, et seq., each as may be modified from time to time, this Agreement shall be construed and governed in accordance with the law of the State of New York without giving effect to any choice or conflict of law rule that would cause the application of the law of any jurisdiction other than the State of New York.

12. Amendments.

All amendments to this Agreement shall be in written form executed by the Parties.

13. Assignment; Successors and Assigns.

13.1 Neither Party shall assign this Agreement to any third party without the express

written consent of the other Party, which consent shall not be unreasonably withheld,
conditioned or delayed; provided, however, that either Party (a) may assign all or part of this
Agreement to any other entity controlled by, controlling, or under common control with, the
assigning Party, and (b) may assign all or part of this Agreement to any other entity providing
financing to such Party (as collateral or otherwise); provided further, however, that the assigning
must provide fifteen (15) days prior notice to the non-assigning Party of such an assignment and

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the assigning Party shall not be released from its obligations and liabilities under this Agreement following such an assignment.

13.2 This Agreement shall be binding on the successors and permitted assigns of both

Parties.

13.3 In the event of a permitted assignment, the assigning Party shall provide prior

notice to the other Party.

13.4 In the event of a permitted assignment, assignee shall assume all obligations of assignor and assignor shall not be released from liability following an assignment.

14. Severability.

If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over this Agreement, all other terms in this Agreement will remain in full force, the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, the Company and the Customer shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.

15. Merger.

This Agreement, including all exhibits, schedules and attachments, embodies the entire
agreement between the Company and the Customer. The Parties shall not be bound by or liable
for any statement, writing, representation, promise, inducement or understanding not set forth
herein.

16. Representations and Warranties of Authority.

Each Party represents and warrants to the other that:

a. it has full power and authority to execute, deliver and perform its

obligations under this Agreement;

b. the execution, delivery and performance of this Agreement have been duly

and validly authorized by all necessary action by such Party; and

c. the execution and delivery of this Agreement by such Party and the

performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or material default under, the provisions of any material contract by which either Party is bound.

These representations and warranties shall survive the expiration or termination of this Agreement.

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