Service Agreement No. 1168

This

Cost Reimbursement Agreement
 has been superseded by a

Second Amended and Restated Small Generator Interconnection Agreement
 and relocated within the Agreements Tariff

COST REIMBURSEMENT AGREEMENT

THIS COST REIMBURSEMENT AGREEMENT (the “Agreement”), made and
entered into as of this 9th day of January 2012(the “Effective Date”), by and between the MM
Albany Energy LLC ("Customer"), and Niagara Mohawk Power Corporation d/b/a National Grid
(the "Company"), a corporation organized and existing under the laws of the State of New York.
Customer and Company may be referred to hereunder, individually, as a “Party” or, collectively,
as the “Parties”.

WITNESSETH

WHEREAS, Customer is interested in making certain modifications in regards to its Albany Landfill Small Generating Facility in Albany, New York (“Customer Facilities” or “Sites”); and

WHEREAS, the Parties have an existing Interconnection Agreement governing the interconnection dated December 6, 2007; and

WHEREAS, the Customer Facilities interconnect to the Interconnection Facility per the Interconnection Agreement; and

WHEREAS, the modifications to Customer Facilities will require modifications to the Interconnection Facilities; and

WHEREAS, Company will provide, at Customer’s sole cost and expense, certain work in connection with the Project (as such term is defined below) as described below; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1.0 Definitions

Wherever used in this Agreement with initial capitalization, whether in the singular or the plural, these terms shall have the following meanings:

"Agreement" means this Cost Reimbursement Agreement including all annexes,
appendices, attachments, schedules and exhibits and any subsequent amendments,
supplements, or modifications thereto, as mutually agreed to and executed by the Parties.

“Company Reimbursable Costs” means the actual costs and expenses incurred by
Company and/or its affiliates in connection with performance of the Work (as defined
below) or otherwise incurred by Company in connection with the Project or this

Agreement, and including, without limitation, any such costs that may have been incurred
by Company prior to the Effective Date. These Company Reimbursable Costs shall
include, without limitation, the actual expenses for labor (including, without limitation,
internal labor), services, materials, subcontracts, equipment or other expenses incurred in
the execution of the Work or otherwise in connection with the Project, all applicable
overhead, all federal, state and local taxes incurred, all costs of outside experts,
consultants, counsel and contractors, all other third-party fees and costs, and all costs of
obtaining any required consents, releases, approvals, or authorizations.

“Day” means a calendar day, provided, that, if an obligation under this Agreement falls
due on a Saturday, Sunday or legal holiday, the obligation shall be due the next business
day worked.

"Dollars" and "$" mean United States of America dollars.

"Environment" shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, and ambient air.

"Environmental Law" shall mean any environmental or health-and-safety-related law,

regulation, rule, ordinance, or by-law at the federal, state, or local level, whether existing as of the date hereof, previously enforced or subsequently enacted, or any judicial or administrative interpretation thereof.

“Estimated Cost of Work” shall have the meaning set forth in Schedule A attached hereto.

“Good Utility Practice” means any of the practices, methods, and acts engaged in or
approved by a significant portion of the electric utility industry during the relevant time
period, or any of the practices, methods, and acts which, in the exercise of reasonable
judgment in light of the facts known at the time the decision was made, could have been
expected to accomplish the desired result at a reasonable cost consistent with good
business practices, reliability, safety, and expedition. Good Utility Practice is not
intended to be limited to the optimum practice, method, or act, to the exclusion of all
others, but rather to refer to acceptable practices, methods, or acts generally accepted in
the region in which the Project is located. Good Utility Practice shall include, but not be
limited to, NERC (defined below) criteria, rules, guidelines, and standards, NPCC
(defined below) criteria, rules, guidelines, and standards, NYSRC (defined below)

criteria, rules, guidelines, and standards, and NYISO (defined below) criteria, rules, guidelines, and standards, where applicable, and as they may be amended from time to time, including the rules, guidelines, and criteria of any successor organization to the foregoing entities. When applied to Customer, the term Good Utility Practice shall include standards applicable to a utility generator connecting to the distribution or transmission facilities or system of another utility.

“Hazardous Substances” means any pollutant, contaminant, toxic substance, hazardous
material, hazardous waste, or hazardous substance, or any oil, petroleum, or petroleum
product, as defined in or pursuant to the Federal Clean Water Act, as amended, the

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Comprehensive Environmental Response, Compensation and Liability Act, as amended,

42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq., or any other Environmental Law.

“NPCC” shall mean the Northeast Power Coordinating Council (a reliability council under Section 202 of the Federal Power Act) or any successor organization.

“NERC” shall mean the North American Electric Reliability Corporation or any successor organization

“NYISO” shall mean the New York Independent System Operator, Inc. “NYSRC” shall mean the New York State Reliability Council.

"Project Manager" means the respective representative of Customer and the Company appointed pursuant to Section 27.1 of this Agreement.

"Project" means the Work to be performed under this Agreement by the Company.

"Release" shall mean any releasing, spilling, leaking, contaminating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Substances into the Environment.

"Threat of Release" shall mean a substantial likelihood of a Release that requires action
to prevent or mitigate damage to the Environment that may result from such Release.

"Subcontractor" means any organization, firm or individual, regardless of tier, which Company retains in connection with the Agreement.

“Supplemental Conditions” means those terms and conditions, if included in the Agreement by mutual written agreement of the Parties, which add to or modify the Agreement and are incorporated by reference as if fully set forth in the Agreement. In the case of a conflict between the Supplemental Conditions and the Agreement, the Supplemental Conditions shall prevail.

“Work” shall have the meaning specified in Section 3.1 of this Agreement.

2.0 Term

2.1 This Agreement shall become effective as of the Effective Date and shall remain

in full force and effect until performance has been completed hereunder and final payment is made as contemplated by this Agreement.

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3.0 Scope of Work

3.1 The scope of work is set forth in Schedule A of this Agreement, attached hereto

and incorporated herein by reference (the “Work”).

3.2 Company shall use reasonable efforts to perform the Work in accordance with

Good Utility Practice. Prior to completion of the Work, Customer shall have the
right to notify the Company of the need for correction of defective Work that does
not meet the standards of this Section 3.2. If the Work is defective within the
meaning of the prior sentence, the Company shall promptly complete, correct,
repair or replace such defective Work, as appropriate, at no added cost to the
Customer if the previously incurred total Company Reimbursable Costs are equal
to or in excess of the Estimated Cost of Work. However, as long as the total
Company Reimbursable Costs do not exceed the Estimated Cost of Work, then
items of defective Work identified by the Customer prior to completion of the
Work that Company reasonably determines need to be re-performed in order to
comply with the standards in this Section 3.2 shall be completed or re-performed
subject to reimbursement of all costs associated therewith as part of Company
Reimbursable Costs. The remedy set forth in this Section is the sole and
exclusive remedy granted to Customer for any failure of Company to meet the
performance standards or requirements set forth in this Agreement.

4.0 Changes in the Work

4.1 Each Party shall inform the other at the start of Work in writing of the name and

contact information for the respective Project Manager per Section 25.1 of this Agreement;

4.2 If Customer requests a change in the Work, such request shall be submitted to the

Company in writing. If the Parties agree to a change in the Work, such agreed
change will be set forth in writing, and the Work schedule shall be adjusted
and/or extended as mutually agreed by the Parties. Any additional costs arising
from such change shall be paid by the Customer as part of Company
Reimbursable Costs when invoiced by the Company in accordance with Section

7.2 of this Agreement.

4.3 Notwithstanding the above, Company may make any reasonable changes in the

Work to ensure the completion of the Project, prevent delays in the schedule, or
meet the requirements of governmental authorities, laws, regulations, ordinances,
Good Utility Practice and/or codes. Company shall provide Customer with notice
of the changes to the Work within fifteen (15) business days of such changes
being implemented. The Work schedule shall be adjusted accordingly and any
additional costs shall be paid by the Customer as part of Company Reimbursable
Costs when invoiced by the Company in accordance with Section 7.2 of this
Agreement.

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5.0 Performance and Schedule

5.1 The Company shall use commercially-reasonable efforts to attempt to have Work

performed by its direct employees performed during normal working hours. The foregoing notwithstanding, if Work is performed outside of normal working hours, Customer shall be responsible for paying all actual costs incurred in connection therewith, including, without limitation, applicable overtime costs.

5.2 If Customer requests, and the Company agrees, to work outside normal working

hours due to delays in the Project schedule or for other reasons, Company shall be
entitled to recover all resulting costs as part of Company Reimbursable Costs.

5.3 The Projected Project Milestone Schedule is set forth in Schedule B, attached

hereto and incorporated herein by reference. The Projected Project Milestone

Schedule is an estimate only and subject to change.

6.0 Estimate Only; Customer Obligation to Pay Company Reimbursable Costs.

6.1 The Work Cost Estimate (as defined in Schedule A) is an estimate only.

Customer shall pay all Company Reimbursable Costs actually incurred by

Company.

7.0 Payment

7.1 Within thirty (30) Days following the Effective Date, the Company shall invoice

Customer for an initial prepayment of One Hundred Fifteen Thousand Dollars
($115,000) ("Initial Prepayment") and Customer shall pay the Initial Prepayment
to Company within five (5) Days of the invoice due date. Company shall not
commence Work under this Agreement prior to receiving the Initial Prepayment.

7.2 Company may periodically invoice Customer for Company Reimbursable Costs

incurred. Company is not required to issue periodic invoices to Customer and
may elect, in its sole discretion, to continue performance hereunder after the
depletion of the Initial Prepayment or Second Prepayment, as applicable, and
invoice Customer at a later date. Except as otherwise expressly provided for in
this Agreement, all invoices shall be due and payable thirty (30) Days from date
of invoice. If any payment due under this Agreement is not received within five

(5) days of the applicable invoice due date, the Customer shall pay to the
Company interest on the unpaid amount at an annual rate equal to two percent
(2%) above the prime rate of interest from time to time published under “Money
Rates” in The Wall Street Journal (or if at the time of determination thereof, such
rate is not being published in The Wall Street Journal, such comparable rate from
a federally insured bank in New York, New York as the Company may
reasonably determine), the rate to be calculated daily from and including the due
date until payment is made in full. In addition to any other rights and remedies
available to Company, if any payment due from Customer under this Agreement

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is not received within five (5) Days of the applicable invoice due date, Company
may suspend any or all Work pending receipt of all amounts due from Customer.

7.3 Company’s invoices to Customer for all sums owed under this Agreement shall

be sent to the individual and address specified below, or to such other individual and address as Customer may designate upon written notice to the Company:

Name: Mr. Lewis Staley

Director; Fortistar

Address: 5087 Junction Road

Lock Port NY 14094

7.4 Payments to the Company shall be made by wire transfer to:

Wire Payment: JP Morgan Chase

ABA#.021000021

Credit: National Grid USA Account#.77149642

8.0 Final Payment

8.1 Following completion of the Work, the Company shall perform an overall

reconciliation of the total of all Company Reimbursable Costs to the invoiced
costs previously paid to Company by Customer under this Agreement (“Total
Payments Made”). If the total of all Company Reimbursable Costs is greater than
the Total Payments Made, the Company shall provide a final invoice to Customer
for the balance due to the Company under this Agreement (the “Balance

Amount”). If the Total Payments Made is greater than the total of all Company
Reimbursable Costs, Company shall reimburse the difference to Customer
(“Reimbursement Amount”). The Reimbursement Amount or Balance Amount, as
applicable, shall be due and payable upon final reconciliation but no later than
sixty (60) Days after such reconciliation. Any portion of the Balance Amount or
Reimbursement Amount, as applicable, remaining unpaid after that time shall be
subject to interest as calculated pursuant Section 7.2 of this Agreement.

9.0 Customer’s Responsibilities

9.1 The Customer’s responsibilities are set forth in Schedule C of this Agreement,

attached hereto and incorporated herein by reference.

9.2 Customer shall reasonably cooperate with Company as required to facilitate

Company’s performance of the Work.

9.3 Company shall have no responsibility or liability under this Agreement for any

delay in performance, defective performance or nonperformance to the extent

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such delay in performance, defective performance or nonperformance is caused
by the inability or failure of (a) Customer to cooperate or to perform any tasks or
responsibilities contemplated to be performed or undertaken by the Customer in
Schedule C or elsewhere in this Agreement or (b) Customer and Company to
reach agreement on any matter requiring their mutual agreement under the terms
of this Agreement.

10.0 Meetings

10.1 Each Party’s Project Manager shall attend Project meetings at times and places

mutually agreed to by the Parties.

11.0 Disclaimers

11.1 THE COMPANY IS NOT IN THE BUSINESS OF PERFORMING DESIGN OR

CONSTRUCTION SERVICES FOR PROFIT AND IS NOT RECEIVING ANY
FEE OR PROFIT (AS CONTRASTED WITH COST REIMBURSEMENT) FOR
ITS PERFORMANCE OF THE WORK HEREUNDER. THE EXCLUSIVE
REMEDY GRANTED TO CUSTOMER FOR ANY ALLEGED FAILURE OF
COMPANY TO MEET THE PERFORMANCE STANDARDS OR
REQUIREMENTS SET FORTH HEREIN IS AS SET FORTH IN SECTION

3.2. COMPANY MAKES NO WARRANTIES, REPRESENTATIONS, OR
GUARANTEES IN CONNECTION WITH THE AGREEMENT, ANY
PROJECT, OR ANY WORK OR SERVICES PERFORMED IN CONNECTION
THEREWITH, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT
LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY
AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER
SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE
AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY
WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS,
LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT OR OTHER
ITEMS PROVIDED OR USED IN CONNECTION WITH THE WORK,
INCLUDING ITEMS INCORPORATED IN THE WORK (“THIRD PARTY
WARRANTIES”), ARE NOT TO BE CONSIDERED WARRANTIES OF THE
COMPANY AND THE COMPANY MAKES NO REPRESENTATIONS,
GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR
ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

11.2 Notwithstanding any other provision of this Agreement, this Article shall survive

the termination or expiration of this Agreement.

12.0 Liability and Indemnification

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12.1 To the fullest extent permitted by applicable law, Customer shall indemnify and
 hold harmless, and at Company’s option, defend Company, its parents and
 affiliates and their respective contractors, officers, directors, servants, agents,
 representatives, and employees (each, individually, an “Indemnified Party” and,
 collectively, the “Indemnified Parties”), from and against any and all liabilities,
 damages, losses, costs, expenses (including, without limitation, any and all

reasonable attorneys' fees and disbursements), causes of action, suits, liens,
claims, damages, penalties, obligations, demands or judgments of any nature,
including, without limitation, for death, personal injury and property damage,
economic damage, and claims brought by third parties for personal injury and/or
property damage (collectively, “Damages”), incurred by any Indemnified Party to
the extent caused by (i) any breach of this Agreement by Customer, its parents or
affiliates, third-party contractors, or their respective officers, directors, servants,
agents, representatives, or employees, or (ii) the negligence, unlawful act or

omission, or intentional misconduct of Customer, its parents or affiliates, third-
party contractors, or their respective officers, directors, servants, agents,
representatives, and employees, arising out of or in connection with this
Agreement, the Project, or any Work, except to the extent such Damages are
directly caused by the gross negligence, intentional misconduct or unlawful act of
the Company or any person or entity for whom Company is legally responsible.

12.2 Customer shall defend, indemnify and save harmless Company, its parents and

affiliates and their respective contractors, officers, directors, servants, agents, representatives, and employees, from and against any and all liabilities, losses, costs, counsel fees, expenses, damages, judgments, decrees and appeals resulting from any charge or encumbrance in the nature of a laborer’s, mechanic’s or materialman’s lien asserted by any of Customer’s subcontractors or suppliers in connection with the Work or the Project.

12.3 The Company’s total cumulative liability to Customer for all claims of any kind,

whether based upon contract, tort (including negligence and strict liability), or otherwise, for any loss, injury, or damage connected with, or resulting from, this Agreement or the Work, shall not exceed the aggregate amount of all payments made to Company by Customer under this Agreement.

12.4 Neither Party shall be liable to the other Party for consequential, indirect, special,

incidental, multiple, or punitive damages (including, without limitation, attorney’s fees or litigation costs) in connection with or related to this Agreement, including, without limitation, damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery, whether or not (i) such damages were reasonably foreseeable or (ii) the Parties were advised or aware that such damages might be incurred.

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12.5 Neither Party shall be liable to the other Party for claims of lost profits, delays,

loss of use, business interruption, or claims of customers, whether such claims are categorized as direct or consequential damages, or whatever the theory of recovery, and whether or not (i) such damages were reasonably foreseeable or (ii) the Parties were advised or aware that such damages might be incurred.

12.6 Anything in this Agreement to the contrary notwithstanding, neither Party shall be

responsible for any failure or inability to perform hereunder to the extent such failure or inability is caused by the acts or omissions of the other Party (including any contractor of such Party or any person or entity for whom such Party is legally responsible) or any third party.

12.7 Notwithstanding any other provision of this Agreement, this Article shall survive

the termination or expiration of the Agreement.

13.0 Employee Claims; Insurance

13.1 The Company elects to self-insure to maintain the insurance coverage amounts set

forth in Schedule D of this Agreement.

13.2 Prior to commencing Work on the Project and during the term of the Agreement,

the Customer, at its own cost and expense, shall procure and maintain insurance in form and amounts set forth in Schedule D of this Agreement, or shall, at the Customer’s sole and absolute discretion, elect to self-insure provided that the Customer provides written notice to the Company prior to commencing any Work under this Agreement.

13.3 Prior to commencing the Work, the Customer, provided that that the Customer

does not elect to self insure, shall have its insurer, if any, furnish to the Company
certificates of insurance, on forms approved by the Insurance Commissioner of
the State of New York, evidencing the insurance coverage required by this Article

14.0.

13.4 Each Party shall be separately responsible for insuring its own property and
 operations.

14.0 Assignment and Subcontracting

14.1 Each Party may assign this Agreement or any part thereof to any affiliated entity

controlling, controlled by, or under common control with, the assigning Party
provided such assignee shall be bound by the terms and conditions of this
Agreement. For purposes of this Section, “control” of an entity shall mean the
ownership of, with right to vote, fifty percent (50%) or more of the outstanding
voting securities or equity of such entity. Any assignment of this Agreement in
violation of the foregoing shall be voidable at the option of the non-assigning
Party.

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15.0 Independent Contractor

15.1 Company and Customer shall be independent contractors, and neither Party shall

be deemed to be an agent of the other Party.

16.0 Examination, Inspection and Witnessing

16.1 Subject to Customer’s and its representatives’ compliance with Company’s

security and other access requirements, the Customer and/or its representatives shall have the right to inspect and examine the Work, from time to time, at Customer’s sole cost and expense, with reasonable prior notice to Company. Unless otherwise agreed between the Parties, such inspections, examinations and tests shall be scheduled during normal business hours.

16.2 Company shall inspect all Work and make or cause to be made all tests required

by Good Utility Practice at Customer’s sole cost and expense.

16.3 At times and places mutually agreed to by the Parties, Customer and Company, or

their respective designated representatives, shall be entitled to witness any test

contemplated by this Agreement.

17.0 Safety

17.1 Each Party shall be responsible for the safety and supervision of its respective

employees involved with the Work or on the Sites. In connection with the
Project, both Parties shall, and shall require their respective representatives,
contractors, and employees to, comply with all applicable Federal, state and local
safety requirements, rules, regulations, laws and ordinances, including without
limitation, compliance with the safety regulations adopted under the Occupational
Safety and Health Act of 1970 (OSHA), as amended from time to time.

18.0 Approvals, Permits and Easements

18.1 The actual cost of obtaining all permits, licenses, permissions, or consents

obtained by Company necessary for the Project and the Work shall be paid for by Customer as part of Company Reimbursable Costs.

19.0 Environmental Protection; Hazardous Substances or Conditions

19.1 The Company shall in no event be liable to Customer, its affiliates or contractors,
 their respective officers, directors, employees, agents, servants, or representatives,
 or any third party with respect to, or in connection with, the presence of any
 Hazardous Substances which may be present at or on any Customer or third party
 owned, occupied, used, or operated property or facility (including, without

limitation, easements, rights-of-way, or other third-party property) or which the
Company, its affiliates or contractors, their respective officers, directors,

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employees, agents, servants, or representatives may discover, release, or generate
at or on such properties or facilities through no negligent or unlawful act of the
Company. Customer agrees to hold harmless, defend, and indemnify the
Company, its affiliates and contractors, and their respective directors, officers,
agents, servants, employees and representatives from and against any and all
claims and/or liability in connection with, relating to, or arising out of (i) the
presence, discovery, release, threat of release or generation of Hazardous
Substances, or (ii) the breach of any Federal, state, or local laws, rules,
regulations, codes, or ordinances relating to the environment, including, without
limitation, the Comprehensive Environmental Response, Compensation and
Liability Act, as amended, 42 U.S.C. §§ 9601 et seq., the Resource Conservation
and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., except to the extent
such presence, discovery, release, threat of release, generation or breach is or are
directly and solely caused by the negligent or unlawful act of the Company or of
any person or entity for whom the Company is legally responsible. The
obligations under this Section shall not be limited in any way by any limitation on
Customer’s insurance or by any limitation of liability or disclaimer provisions
contained in this Agreement. The provisions of this Section shall survive the
expiration or earlier termination of this Agreement.

19.2 Customer shall promptly inform the Company, in writing, of any Hazardous

Substances, or unsafe, dangerous, or potentially dangerous, conditions or
structures, whether above-ground or underground, that are present on, under,
over, or in Customer owned, occupied, used, or operated facilities or property
(including, without limitation, easements, rights-of-way, or other third-party
property) to be used or accessed in connection with the Work or the Project.
Prior to commencement of the Work, Customer shall be obligated to use its best
efforts (including, without limitation, the use of DIGSAFE or other similar
services) to adequately investigate the presence and nature of any such Hazardous
Substances, or unsafe, dangerous, or potentially dangerous, conditions or
structures, and to promptly, fully, and in writing, communicate the results thereof
to the Company. Customer’s provision to the Company of the information
contemplated in this Section shall in no event give rise to any liability or
obligation on the part of the Company, nor shall Customer’s obligations under
this Agreement, or under law, be decreased or diminished thereby.

20.0 Suspension of Work

20.1 Subject to Section 21.2, below, Customer may interrupt, suspend, or delay the

Project upon written notice to the Company specifying the nature and expected duration of the interruption, suspension, or delay. Customer shall be responsible to pay Company for all costs incurred by Company that arise as a result of such interruption, suspension or delay.

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20.2 As a precondition to the Company resuming the Work following a suspension

under Section 21.1, the estimated schedule shall be revised as mutually agreed by the Parties to reflect the interruption, suspension, or delay. Adjustments to the Company Reimbursable Costs shall reflect any costs or expenses the Company incurs as a result of the interruption, suspension, or delay.

21.0 Right to Terminate Agreement

21.1 Notwithstanding any other provision of this Agreement, if either Party (a) fails to

comply with any of the material terms or conditions of the Agreement; (b) sells

or transfers all or substantially all of its assets; (c) enters into any voluntary or
involuntary bankruptcy proceeding or receivership; or (d) makes a general

assignment for the benefit of its creditors, then the other Party shall have the right,
without prejudice to any other right or remedy and after giving five (5) Days’
written prior notice to the other Party and a reasonable opportunity for cure (not
to exceed thirty (30) days in the case of a failure to pay amounts when due), to
terminate this Agreement, in whole or in part, and thereupon each Party shall
immediately discontinue its performance hereunder to the extent feasible and
make every reasonable effort to procure cancellation of existing commitments,
orders and contracts upon terms that are reasonably expected to minimize all
associated costs. However, nothing herein will restrict Company’s ability to
complete aspects of the Work that Company must reasonably complete in order
return its facilities and the Sites to a configuration in compliance with Good
Utility Practice and all applicable laws, codes, regulations and standards.

21.2 If the event of any early termination or cancellation of the Work as contemplated

in this Agreement, Customer shall pay Company the Company Reimbursable

Costs for:

a. all Work completed on or before the effective date of termination or

cancellation;

b. other costs reasonably incurred by Company in connection with the Work prior to Company’s receipt of the termination or cancellation notice for materials, equipment, tools, construction equipment and machinery, engineering and other items, materials, assets or services which cannot reasonably be avoided, mitigated or cancelled;

c. costs reasonably incurred to unwind Work performed prior to Company’s receipt of the termination or cancellation notice to the extent reasonably necessary to return Company’s facilities and the Sites to a configuration in compliance with Good Utility Practice and all applicable laws, codes, regulations and standards, including, without limitation, applicable North American Electric Reliability Council and Northeast Power Coordinating Council protection; and

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d. reasonable demobilization expenses incurred by Company which

cannot be reasonably avoided or mitigated.

22.0 Delays; Unforeseen Difficulties

22.1 Any delays or failure of performance by Company shall not constitute a default

and shall be excused hereunder, if and to the extent such delays or failures of performance are caused by unforeseen conditions or occurrences beyond the reasonable control of the Company. The price and time for performance under this Agreement shall be adjusted accordingly.

23.0 Force Majeure

23.1 A “Force Majeure Event” shall include fire, flood, windstorm, adverse weather

conditions, emergencies, explosion, riot, war, sabotage, acts of God, strikes or
labor slow-downs, court injunction or order, federal and/or state law or regulation,
delays by governmental authorities in approving license and permit requests
necessary in connection with the Work or Project, or order by any federal or state
regulatory agency, or other similar causes beyond the affected Party’s reasonable
control. Without limiting the foregoing, a “Force Majeure Event” shall also
include unavailability of personnel, equipment, supplies, or other resources
(“Resources”) due to diversion of such Resources for other utility-related duties
in connection with an emergency or other similar contingency, including, without
limitation, storms or other adverse weather condition. If a Force Majeure Event
should occur and impair the ability of either or both Parties to perform its, or their
respective, obligations hereunder, then, to the extent affected by such Force
Majeure Event, the performance of this Agreement, with the exception of
payment obligations, shall be suspended for the duration of such Force Majeure
Event. At the conclusion of a Force Majeure Event, the price and time for
performance under this Agreement shall be adjusted as reasonably necessary to
overcome the effect of the delay occasioned by such Force Majeure Event. The
foregoing notwithstanding and with the exception of payment obligations, if, as
the direct or indirect result of any Force Majeure Event, the Parties’ continued
performance hereunder becomes irreparably impaired or prevented, the Parties
may mutually agree to terminate this Agreement, in whole or in part, with no
further obligation or liability; provided, however, that, notwithstanding any such
termination, Customer shall pay the Company all of the Company’s Company
Reimbursable Costs incurred up to the effective date of such termination.

23.2 Within thirty (30) Days after the termination of any delay occasioned by a Force

Majeure Event, the affected Party shall give written notice to the other Party specifying the estimated impact of the delay.

24.0 Extensions of Time

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24.1 Company may reasonably request an extension to the schedule for changes in the

Project, as contemplated by Article 4.0, and for events of Force Majeure, as

provided in Article 23.0.

25.0 Proprietary and Confidential Information

25.1 Each Party acknowledges that in the course of the performance of this Agreement

it may have access to Proprietary Information, as hereinafter defined, of the other
Party. Proprietary Information shall include (i) all technical and other non-public
or proprietary information which is furnished or disclosed by the Disclosing
Party (as such term is defined below), or its affiliates (or its or its affiliates,
agents, servants, contractors, or employees) to the Receiving Party or its
Representatives (as such terms are defined below) in connection with the Project
or the Work and that is described or identified (at the time of disclosure) as being
non-public, confidential or proprietary, or the non-public or proprietary nature of
which is apparent from the context of the disclosure or the contents or nature of
the information disclosed; (ii) any market sensitive information (including,

without limitation, outages scheduled on generators or transmission lines of any
Party or any third party) and (iii) memoranda, notes, reports, files, copies,

extracts, inventions, discoveries, improvements, or any other thing prepared or
derived by the Receiving Party or its Representatives from the information
described in (i) or (ii) preceding. All Proprietary Information in tangible form of
expression which has been delivered (or thereafter created by copy or

reproduction pursuant to this Agreement) shall be and remain the property of the
Party which is disclosing such Proprietary Information (the “Disclosing Party”).

25.2 General Restrictions. Upon receiving Proprietary Information, the receiving Party

(the “Receiving Party”) and its Representative shall keep in strict confidence and
not disclose to any person (with the exception of the Representatives of the
Receiving Party, to the extent each such Representative has a need to know in
connection herewith) any of the Disclosing Party’s Proprietary Information
except as otherwise provided by the terms and conditions of this Agreement. The
Receiving Party and its Representatives shall not use such Proprietary
Information except for the purposes identified herein without the prior written
approval of the Disclosing Party. The Receiving Party shall be solely liable for
any breach of this Section to the extent caused by its Representatives. For
purposes of this Section, the term “Representative(s)” shall mean the affiliates of
the Receiving Party and the officers, directors, employees, contractors, and
representatives of such Receiving Party and of its affiliates. Customer agrees that
any Proprietary Information will be used solely for the Project and will not be
used, either directly or indirectly, for the Customer's financial gain and/or
commercial advantage or in violation of any applicable laws, rules or regulations.

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25.3 Additional Marking Requirements. In the event either Party discloses its

Proprietary Information to the other Party unmarked or in oral or visual form, the
Disclosing Party shall notify the Receiving Party in writing that such Information
is deemed proprietary within forty-eight (48) hours of its disclosure. Such

Proprietary Information shall be treated in the manner set forth above from the date such written notice is received.

25.4 Exceptions. The Receiving Party shall not be precluded from, nor liable for,

disclosure or use of any Proprietary Information if:

25.4.1 the Proprietary Information is in or enters the public domain, other than

by a breach of this Section; or

25.4.2 the Proprietary Information is known to the Receiving Party or its

Representatives at the time of first disclosure hereunder, or thereafter becomes known to the Receiving Party or its Representatives prior to or subsequent to such disclosure without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or

25.4.3 the Proprietary Information is developed by the Receiving Party

or its Representatives independently of any disclosure under this Agreement as evidenced by written records; or

25.4.4 the Proprietary Information is disclosed more than three (3) years

after first receipt of the disclosed Proprietary Information, or three

(3) years after the termination or expiration of this Agreement, whichever occurs later ; or

25.4.5 the Disclosing Party consents to the disclosure or use of the

Proprietary Information; or

25.4.6 the Receiving Party or its Representatives has a reasonable belief

that disclosure of the Proprietary Information is necessary for public safety reasons and has attempted to provide as much advance notice of the disclosure to the Disclosing Party as is practicable under the circumstances.

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25.5 Anything in this Section or the Agreement to the contrary notwithstanding, the
 Receiving Party or its Representative(s) may disclose Proprietary Information of
 the other Party to the extent the Receiving Party or its Representative(s) is required
 to do so by law, by a court, or by other governmental or regulatory authorities;
 provided, however, that, if permitted to do so by applicable law, the Receiving
 Party shall give the Disclosing Party written notice of any such required disclosure
 prior to such disclosure being made so that the Disclosing Party may seek a
 protective order with respect to such Proprietary Information. Receiving Party
 will reasonably cooperate with the Disclosing Party to obtain such protective
 order.

26.0 Governing Law

26.1 This Agreement is made and shall be interpreted, construed, governed, and

enforced in accordance with the laws of the State of New York, without reference to such State’s conflict-of-laws doctrine.

26.1.1 The Company and Customer agree to submit to the personal jurisdiction of the courts in the State of New York, or the Federal District courts in the State of New York, as permitted by law, with respect to any matter or dispute arising out of this Agreement.

27.0 Miscellaneous

27.1 Project Managers. Promptly following the Effective Date, each Party shall

designate a Project Manager and shall provide the other Party with a written
notice containing the name and contact information of its Project Manager.
Whenever either Party is entitled to approve a matter, the Project Manager for the
Party responsible for the matter shall notify the Project Manager of the other
Party of the nature of such matter. The Project Managers shall discuss such
matter, and each Project Manager shall confer on such matter on behalf of his/her
Party. The foregoing notwithstanding, in no event shall Project Managers be
authorized to amend or modify the provisions of this Agreement.

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27.2 Dispute Resolution. Any dispute arising under this Agreement shall be the

subject of good-faith negotiations between the Parties. Each Party shall designate
one or more representatives with the authority to negotiate the matter in dispute
for the purpose of participating in such negotiations. Unless a Party identifies
exigent circumstances reasonably requiring expedited resolution of the dispute by
a court or agency with jurisdiction over the dispute, any dispute that is not
resolved through good-faith negotiations after a negotiation period of not less
than sixty (60) days may be submitted by either Party for resolution to a court or
to an agency with jurisdiction over the dispute. Notwithstanding the foregoing,
any dispute arising under this Agreement may be submitted to non-binding
arbitration or any other form of alternative dispute resolution upon the agreement
of both Parties to participate in such an alternative dispute resolution process.
During the pendency of any dispute, the Parties will continue to execute their
obligations under the Agreement, except for disputed portions thereof, unless
otherwise mutually agreed in writing.

27.3 Compliance with Law. Each Party shall comply, at all times, with, and procure

the compliance, at all times, by all of its subcontractors with, all applicable federal, state, and local laws, rules, codes, regulations, and ordinances in connection with this Agreement and performance of the Work hereunder. Such compliance shall include, among other things, compliance with all applicable wage and hour laws and regulations and all other laws and regulations dealing with or relating to the employment of persons, and the payment of contributions, premiums, and taxes required by such laws and regulations.

27.4 Form and Address. All notices, invoices and other communications from either

Party to the other hereunder shall be in writing and shall be deemed received (i)
upon actual receipt when personally delivered, (ii) upon acknowledgment of
receipt if sent by facsimile, (iii) upon the expiration of the third (3rd) business Day
after being deposited in the United States mails, postage prepaid, certified or
registered mail, or (iv) upon the expiration of one (1) business Day after being
deposited during the regular business hours for next-day delivery and prepaid for
overnight delivery with a national overnight courier, addressed to the other Party.
Each Party may change its address by giving the other Party notice thereof in
conformity with this Section. Any payments made under this Agreement, if made
by mail, shall be deemed to have been made on the date of receipt thereof.

27.5 Exercise of Right. No failure or delay on the part of either Party in exercising

any right, power, or privilege hereunder, and no course of dealing between the Parties, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

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27.6 Additional Actions and Documents. Each Party hereby agrees to take or cause

to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms, and conditions of this Agreement, whether at or after the execution of this Agreement.

27.7 Headings. The descriptive headings of the several Articles, sections, and

paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Such headings shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

27.8 Incorporation of Schedules and Exhibits. The schedules, attachments and

exhibits referenced in and attached to this Agreement shall be deemed an integral
part hereof to the same extent as if written in whole herein. In the event that any
inconsistency exists between the provisions of this Agreement and any schedules,
attachments or exhibits attached hereto, the provisions of this Agreement shall
supersede the provisions of any such schedules, attachments or exhibits.

27.9 Counterparts. This Agreement may be executed in several counterparts, each of

which shall be deemed an original, and all such counterparts together shall
constitute but one and the same instrument. This Agreement may also be
executed via counterpart facsimiles or in “PDF” format by electronic mail upon

(a) the telecopy or emailing by each Party of a signed signature page thereof to the other Party, with, in the case of facsimile, return receipt requested and received and (b) the Parties’ agreement that they will each concurrently post a fully executed original counterpart of this Agreement to the other Party.

27.10 Prior Agreements; Modifications. This Agreement and the schedules,
 attachments, and exhibits attached hereto constitute the entire agreement between
 the Parties with respect to the subject matter hereof, and supersede all previous
 understandings, commitments, or representations concerning the subject matter.
 Each Party acknowledges that the other Party has not made any representations
 other than those that are contained herein. This Agreement may not be amended
 or modified in any way, and none of its provisions may be waived, except by a
 writing signed by an authorized officer of the Party against whom the amendment,
 modification, or waiver is sought to be enforced.

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27.11 Severability. Nothing contained in this Agreement shall be construed so as to
 require the commission of any act contrary to law, and wherever there is any
 conflict between any provision of this Agreement and any law, such law shall
 prevail; provided, however, that in such event, the provisions of this Agreement
 so affected shall be curtailed and limited only to the extent necessary to permit
 compliance with the minimum legal requirement, and no other provisions of this
 Agreement shall be affected thereby and all such other provisions shall continue
 in full force and effect.

27.12 Nouns and Pronouns. Whenever the context may require, any pronouns used in

this Agreement shall include the corresponding masculine, feminine, or neuter
forms, and the singular forms of nouns and pronouns shall include the plural, and
vice versa.

27.13 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer

on any person, other than the Parties, any rights or remedies under or by reason of this Agreement.

27.14 Validity; Required Regulatory Approvals. Each Party hereby represents that

the provisions of this Agreement constitute valid and legally binding obligations of such Party and are enforceable in accordance with their terms.

The obligations of each Party under this Agreement are expressly contingent upon

(i) each Party receiving all approvals, authorizations, consents, franchises,
Permits, and licenses from any local, state, or federal regulatory agency or other
governmental agency that may be required for such Party in connection with the
performance of such Party’s obligations under or in connection with this
Agreement (the “Required Regulatory Approvals”) and (ii) each Required

Regulatory Approval being granted without the imposition of any modification or
condition of the terms of this Agreement or the subject transactions, unless such
modification(s) or condition(s) are agreed to by both Parties in their respective
sole discretion. If any application is made in connection with seeking any
Required Regulatory Approval and is denied, or is granted in a form, or subject to
conditions, that either Party rejects, in its sole discretion, as unacceptable, this
Agreement shall terminate as of the date that a Party notifies the other Party of
such denial or rejection, in which event the obligations of the Parties under this
Agreement shall cease as of such date and this Agreement shall terminate, subject
to Customer’s obligation to pay Company for all Company Reimbursable Costs
incurred through the effective termination date. All of the Company’s actual
costs for obtaining Required Regulatory Approvals shall be included within the
meaning of the term Company Reimbursable Costs and shall be paid for by
Customer.

27.15 Notices. All formal notices, demands, or communications under this Agreement

shall be submitted in writing either by hand, registered or certified mail, or recognized overnight mail carrier to:

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To Customer : Mr. Lewis Staley

Director;Fortistar

5807 Junction Road
Lock Port, NY.14094
(716) 439-1006 x112

To Company: Mr. William Malee

Director, Transmission Commercial Services

40 Sylvan Road

Waltham, MA 02451 (781) 907-2422

[Signatures are on following page.]

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IN WITNESS WHEREOF, each Party has executed this Agreement by its duly authorized representative as of the Effective Date.

MM Albany Energy, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Name:

Title:

NIAGARA MOHAWK POWER CORPORATION d/b/a National Grid

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Schedule A: Scope of Work

1.1 The Company’s scope of Work for the Project includes the following:

a) Engineering, including review of all relevant Customer drawings and specifications,
design, construction and procurement required for commissioning of the SUF’s SASUF’s
and CTO IF’s associated with the interconnection of the Project with no relocation of the
PCO.

1.2 For the scope of Work, the estimated cost is $ $115,000 (the “Estimated Cost of

Work”). It should be noted, the estimated cost above is with no relocation of the PCO. This estimate includes the materials, engineering and design labor, construction and testing labor, project management, and all associated overheads and applicable taxes to complete the Work.

1.3 Generator Lead Line: currently consists of approximately 1 mile of overhead

34.5kv, 336.4Al,19 strandcable, and is owned by the connecting Transmission Owner. Note if ownership of the line changes the line shall be designed, constructed and maintained in accordance with Good Utility Practice.

1.4 Karner- Patroon Line tap: No modifications to the existing line tap are required

for the interconnection of the Plant 2 for Phase 1. If the interconnection proceeds with Phase 2 modifications to the line tap configuration may be required. These modifications are expected to be minimal, and shall be identified during Engineering and Design stage for Phase 2 metering and telecommunications. The metering current transformers are undersized and will require replacement to accommodate the interconnection of additional units in Phase 1.

1.5 In addition, the modifications associated with Phase 2 include: (1) removal of the

existing revenue metering and remote terminal unit (RTU); and engineering

procurement and construction of new revenue metering, RTU and associated equipment and structures at the new PCO.

• More Specifically, the CTO IF’s shall consist of:

• Insulated, illuminated and heated secure utility structure and
 associated foundations and poles for housing telecommunications
 communications and metering requirements as well as AC service,
 DC service and the battery backup system. Anticipated utility
 structure dimensions are approximately 12x8x10 feet.
 • 34.5kv revenue-grade metering instrument transformers for the
 billing metering, with associated support structures, foundations
 conduit, and wiring.

• Pole mounted transformers tapped from the 34.5kv line with surge
 arrestors and over current protection and utility structure electric
 service for equipment and utility structure power requirements.

• Bi -directional meter; and

• RTU and associated telecommunications equipment.

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• Any new ROW requirements for these facilities shall be obtained
 by the Interconnection Customer or the City of Albany.

1.6 System Upgrade Facility (SUF’s)

1.7 Remote Substations ; The increase of generation added to the National Grid sub-

transmission line will require upgrading of the sub-transmission line prtotection
equipment at the remote ends of the 34.5kv Karner -Patroon line # 5 to which the
interconnection will be made. The change for both the Karner -Patroon

Substation shall include, but not limited to development, implementation and testing of new settings for the existing line protection relay packages for coordination.

1.8 It is estimated that the Engineering and procurement of the Project will be

completed in 12-14 weeks after Project start date. See the Milestone Schedule in “Schedule B”.

Albany LFGTE Expansion Facilties Study (No change to PCO) {Phase 1}

Description: Estimated Costs:

Interconnection Customer Interconnection Facilities (ICIFs):

Engineering review and acceptance of ICIFs, including, but not limited to:

ICIF drawings and equipment specs, ground grid system, system

protection and coordination study, andrelay settings. $69,000

SUFs:

Engineering, design, construction, testing and energization.

Remote Stations:

Station #1 Karner

Relay settings modifications. $4,000

Station #2 Patroon

Relay settings modifications $4,000

SUF Subtotal $8,000

CTO AFs:

$38,000

TOTAL $115,000

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\*COMPANY’s specifications for electrical requirements referenced for this Agreement include: ESB-750; ESB-752; ESB-755 and ESB-756, Appendix A as such may be amended, modified and superseded from time to time. See:

[https://www.nationalgridus.com/niagaramohawk/construction/3\_elec\_specs.asp](https://www.nationalgridus.com/niagaramohawk/construction/3_elec_specs.asp/)

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Schedule B: Project Milestone Schedule

MILESTONE SCHEDULE

Task
 1.

2.

3.

4.

Milestone

Interconnection

Executed Agreement Written Authorization to proceed; Engineering and Procurement

Security provided,
Engineering, design and procurement started
Engineering and

procurement completed

Date Responsible Party

January 2012 Customer/Company

February 2012 Company

February 2012 Company

March 2012 Company

The dates above represent the Parties preliminary schedule, which is subject to adjustment, alteration, and extension in accordance with the terms of this Agreement.

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Schedule C: Customer’s Responsibilities

Customer shall provide:

1. If and to the extent applicable or under the control of the Customer, complete and accurate
 information regarding requirements for Services, including, without limitation, constraints, space,
 requirements, underground or hidden facilities and structures, and all applicable drawings and
 specifications; and

2. Company access to the Site where services are to be performed and adequate parking for Company
 vehicles; and.

3. Other responsibilities and access deemed necessary by COMPANY to facilitate performance of the
 Services

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Schedule D

{INSURANCE REQUIREMENTS}

• Workers Compensation and Employers Liability Insurance as required by the State of

New York. If required, coverage shall include the U.S. Longshoremen's, Harbor Workers Compensation Act & the Jones Act.

• Public Liability (Including Contractual Liability), covering all activities and operations
 to be performed by it under this Agreement, with following minimum limits:

(A) Bodily Injury - $1,000,000/$1,000,000

Property Damage - $1,000,000/$1,000,000
OR

(B) Combined Single Limit - $1,000,000
 OR

(C) Bodily Injury and Property Damage per Occurrence - $1,000,000
 General Aggregate & Product Aggregate - $2,000,000 each

• Umbrella or Excess Liability, coverage with a minimum limit of $ 4,000,000.

1. Upon request, either Party shall promptly provide the requesting Party with either evidence of

insurance or certificates of insurance evidencing the insurance coverage above. Customer shall provide such certificates or evidence of insurance to Company at the following address:

To: National Grid c/o NIAGARA MOHAWK POWER CORPORATION

Attention: Risk Management, A-4

300 Erie Boulevard West
Syracuse, NY 13202

Company shall provide such certificates or evidence of insurance to Customer at the following
address:

To: Lew Staley- Fortistar

5807 Junction Rd

Lockport, NY 14094
Attn: Plant Director

2. Should any of the above described policies be cancelled before the expiration date thereof, notice will
 be delivered in accordance with the policy provisions.

3. If a Party fails to secure or maintain any insurance coverage, or any insurance coverage is canceled
 before the completion of all services provided under this Agreement, and such Party fails immediately
 to procure such insurance as specified herein, then the non-defaulting Party has the right but not the
 obligation to procure such insurance and, at its option, either bill the cost thereof to the defaulting
 Party or deduct the cost thereof from any sum due the defaulting Party under this Agreement.

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4. To the extent requested, both Parties shall furnish to each other with copies of any accidents report(s)
 sent to the a party’s insurance carriers covering accidents or incidents occurring in connection with or
 as a result of the performance of the Work for the Project under this Agreement.

5. Each Party shall comply with any governmental and/or site specific insurance requirements even if
 not stated herein.

6. By the date that such coverage is required, each Party represents to the other that it will have full
 policy limits available and shall notify each other in writing when coverage's required herein have
 been reduced as a result of claim payments, expenses, or both.

7. Customer shall name the Company as an additional insured for all coverage's except Workers
 Compensation and Employers Liability Insurance in order to provide the Company with protection
 from liability arising out of activities of Customer relating to the Project and associated Work.

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