

MASSACHUSETTS SOLAR NET EXCESS GENERATION CREDIT PURCHASE AGREEMENT

This Massachusetts Solar Net Excess Generation Purchase Agreement (“Agreement”) is dated as of the date set forth on the signature page hereto (the “Effective Date”), and made by and between Town of Uxbridge, Massachusetts (“Customer”), and Constellation Solar Net Metering, LLC (“Supplier”), referred to herein each individually as a “Party” and collectively as the “Parties”.

RECITALS:

A. Whereas Supplier’s affiliate Constellation NewEnergy, Inc. and Customer have entered into the Electricity Supply Agreement relating to electricity and related services dated January 26, 2009 (including a Pricing Schedule attached thereto which relates to electricity supply pricing during the term of November 1, 2009 to December 1, 2012 for various Customer utility accounts at various service addresses as set forth therein); and Supplier and Customer have entered into the Agreement for Payment in Lieu of Taxes For Real Property and Personal Property (the “PILOT Agreement”) on the same date herewith.

B. Supplier is in the process of building an approximately 2,000 KW AC (which is equivalent of approximately 2,400 KW DC) grid-connected solar power facility in Uxbridge, MA (the “Solar Facility”) that will be owned, operated and maintained by Supplier.

C. Supplier contemplates delivering the electricity generated by the Solar Facility to Massachusetts Electric Company d/b/a National Grid (the “Utility”) in exchange for “Net Excess Generation Credits” in accordance with the applicable Utility Tariffs and to designate one or more customers within the Utility’s distribution system as the beneficiary of some or all of such Net Excess Generation Credits in exchange for payment by such customer(s) of a certain percentage of the Net Excess Generation Credits to Supplier.

D. Subject to the terms and conditions set forth herein, Customer desires to purchase from Supplier, and Supplier desires to provide and sell to Customer, 100% of the Net Excess Generation Credits attributed to the production of the Solar Facility.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

Article 1 DEFINITIONS

The following terms shall have the meanings specified or referred to herein:

“Affiliate” means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person.

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any governmental authority that apply to any one or both of the Parties or the terms thereof.

“Commercial Operation Date” means the date when the Solar Facility is mechanically complete and operating and energy is delivered through the Solar Facility’s meter to the interconnection to the Utility’s grid.

“Energy Output” means the total quantity of all actual net energy generated by the Solar Facility (measured in kWh) and delivered to the Utility in accordance with this Agreement, in any given period of time.

“Force Majeure Event” means any act, event, cause or condition that is beyond the reasonable control of the Party hereto which is affected thereby, that is not caused by such Party’s fault or negligence, and that by the exercise of reasonable diligence such Party is unable to overcome or prevent, including, but not limited to: acts of God, war, civil commotion, embargoes, strikes, epidemic, fires, cyclones, droughts or floods, emergencies (other than those caused by the negligence or willful misconduct of the Party claiming the Force Majeure Event).

“Governmental Entity” means a, municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States of America or one or more states.

“Performance Assurance” means any security or other credit arrangements satisfactory to Supplier, which may include without limitation, a cash deposit or other cash collateral, a letter of credit at a financially sound bank or other financial institution, or prepaying Supplier for Net Excess Generation Credits supplied under this Agreement.

“Tax” and “Taxes” means any present or future tax (including but not limited to all sales and use taxes, and any applicable real property and personal property taxes), levy, impost, duty, charge, assessment or fee of any nature (including but not limited to interest, penalties and additions thereto) that is imposed by any federal, state or local taxing authority on the generation, sale, delivery or consumption of Energy Output or Supplier’s operations in respect thereof, or any payments made by Customer under this Agreement, including but not limited to all property taxes assessed on Supplier and excluding taxes on the income of Supplier.

“Tax Benefits” means renewable energy-related tax benefits, including but not limited to all rights to claim federal income tax credits under sections 45 or 48 of the Code (or a cash grant in lieu thereof, including but not limited to the grant provided by section 1603 of the American Recovery and Reinvestment Tax Act of 2009), or any similar or successor provision of the Internal Revenue Code of 1986, as amended, and all other federal, state and local tax benefits arising from the ownership of the Facility.

“Utility Tariffs” means the Applicable Laws and tariffs governing the Utility’s offering of “net excess generation credits” to its customers at the request of owners or operators of certain qualifying solar generation facilities, including, Code of Mass. Regulations, 220 CMR 18.

Article 2

INSTALLATION OF FACILITY;
SALE OF NET EXCESS GENERATION CREDITS

Construction of Solar Facility.

The Solar Facility will be engineered, designed and constructed by Supplier with a targeted Commercial Operation Date and generating capacity as more specifically described on Schedule A. Supplier shall provide Customer reasonable notice of the progress of the installation of the Solar Facility and shall provide reasonable notice to Customer of the Commercial Operation Date.

2.1 Sale of Net Excess Generation Credits; Payment

Following Commercial Operation of the Solar Facility and delivery of electricity to the Utility, Supplier agrees to sell to Customer, and Customer agrees to purchase from Supplier, 100% the Net Excess Generation Credits generated by the Solar Facility and issued by the Utility to Customer as directed by Supplier. Supplier will allocate the Net Excess Generation Credits to the meters associated with Customer’s Account(s) identified on Schedule A based on the usage information provided by Customer. Customer shall be required to notify Supplier of any material usage variance with respect to a particular meter, or the replacement of a meter or elimination of a meter in order to allow Supplier to timely change allocation of the Net Excess Generation Credits accordingly. The Net Excess Generation Credits will appear on Customer’s Utility invoice in form of a dollar credit applied towards the amounts due by Customer to the Utility (“Received Credits”). Customer shall be required to pay to Supplier, by wire transfer to the bank account set forth below or by check, ninety per cent (90%) of the value of the Received Credits (“Supplier’s Share”) by no later than the 25th day of the month following the month to which the Utility invoice relates (the “Due Date”). Customer shall either fax a copy of the applicable Utility invoice to Supplier if Customer pays by wire transfer or include a copy of the invoice together with Customer’s payment by check. The Parties hereby expressly recognize that the 10% value of the Net Excess Generation Credits inuring to the benefit of the Town hereunder is intended to constitute additional consideration due and payable by the Supplier to the Customer pursuant to the PILOT Agreement executed by the Parties on the same date herewith.

In the event that the Net Excess Generation Credits shall not be available for sale to the Customer, by virtue of any change in Applicable Law or any other reason, Supplier shall pay to Customer, on a monthly basis, from and after the effective date of such change in Applicable Law, 10% of the revenue Supplier realizes from the sale of energy from the Solar Facility.

In addition to any actions that Supplier is permitted to take during the continuance of a Customer Default, whether at law or in equity or otherwise, a service charge shall be imposed if payment in full of Supplier's Share is not received by Supplier within fifteen (15) days after the Due Date. Such service charge shall be equal to one and a half percent (1.5%) per Month, or the maximum legal rate, whichever is less, on the unpaid balance of Supplier's Share for the period from the Due Date through and including the date of payment thereof.

2.2 Taxes Supplier shall be entitled to all Tax Benefits associated with and resulting from either (i) the ownership, development and installation of the Solar Facility or the production, sale, purchase or use of the electricity generated by the Solar Facility. Supplier shall also be entitled to (i) all other cash payments or grants that in any way relate to the construction or ownership of the Facility and (ii) all direct third party subsidies for the generation of Energy Output.

2.3 Energy Output Level

Customer acknowledges that due to the nature of the Solar Facility, Supplier is not committing to provide any specific level of Net Excess Generation Credits.

Article 3

REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations.

(a) Each Party warrants and represents to the other, based on available information and belief upon exercise of due diligence, that: (1) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it; (4) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement; and (5) it has knowledge that enables it to evaluate the merits and risks associated with this Agreement. If Customer is a Governmental Entity, Customer agrees that it will not claim immunity on the grounds of sovereignty from enforcement of this Agreement. Customer further covenants that if it is a Governmental Entity it shall exercise good faith best efforts to obtain all necessary budgetary approvals, appropriations and funding for its obligations under this Agreement. If requested, Customer will provide Supplier written proof of such authority and/or appropriation.

(b) Each Party represents and warrants to the other that no suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the representing Party that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of the representing Party to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of the representing Party.

Article 4
ADDITIONAL AGREEMENTS

4.1 Confidential Information

To the fullest extent permitted by law, Customer and Supplier each agree to treat in confidence this Agreement and all information regarding this Agreement and the performance by the Parties of their obligations hereunder and all information which either Customer or Supplier will have obtained from the other Party in contemplation of entering into, or in the performance of, this Agreement and which is identified by the disclosing Party as confidential or proprietary and not make any use of any of such information for any purpose other than complying with its obligations under this Agreement. Such information will not be communicated to any Person other than Customer, Supplier and their respective Affiliates and each of their officers, directors, employees, agents, financiers, attorneys, Permitted Transferees and professional consultants so long as such persons are bound by substantially similar confidentiality obligations. Customer agrees that it shall not issue any press release regarding the Solar Facility without the prior consent of Supplier.

4.2 Ownership of Environmental Attributes and Environmental Incentives

Supplier shall own, and may assign or sell or pledge or grant a lien, in each case, in its sole discretion (and to the extent permitted by federal or state law), all right, title, and interest associated with or resulting from the development and installation of the Facility or the production, sale, purchase or use of the Energy Output, including, without limitation:

- (a) all Environmental Incentives and all Environmental Attributes; and
- (b) the Reporting Rights and the exclusive rights to claim that: (i) the Energy Output was generated by the Facility; (ii) Supplier is responsible for the delivery of the Energy Output to the Electricity Delivery Point; (iii) Supplier is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the Energy Output and the delivery thereof to the Electricity Delivery Point; and (iv) Supplier is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.

. Nothing in this Agreement shall be construed to convey to Customer a license or other right to trademarks, copyrights, technology or other intellectual property of Supplier.

4.3 Creditworthiness

From time to time Customer will provide Supplier with reasonable information as requested by Supplier to complete a credit review. This Agreement is contingent upon Supplier's determination, in its sole reasonable discretion, that Customer is creditworthy. If during the term

of this Agreement Supplier determines that Customer's credit does not meet Supplier's then-current Customer credit standards, Customer has experienced any adverse change in its financial condition, Customer's financial obligations to Supplier increase under this Agreement for any reason, or Customer has made two or more late payments, Supplier will have the right to require Customer to post Performance Assurance or to increase or supplement Performance Assurance previously put in place, in any such circumstance to ensure prompt payment by Customer. The Performance Assurance shall not exceed amounts owed or otherwise payable under this Agreement. Customer will provide the requested security or credit arrangements, including any increase thereof within five business days of Supplier's request.

Article 5

DEFAULTS AND REMEDIES

5.1 Supplier Defaults and Customer Remedies

(a) The occurrence of any one of the following shall constitute an Event of Default with respect to Supplier ("Supplier Default"):

(i) Supplier shall fail to provide Net Excess Energy Credits to Customer, as and when due under this Agreement, within fifteen (15) days after receiving notice of such failure;

(ii) Supplier shall fail to comply with any material provision of this Agreement (other than an obligation which is the subject of another Event of Default under this Section), and such failure shall continue uncured for thirty (30) days after notice thereof by Customer, provided that Supplier is using commercially reasonable efforts to pursue such cure, provides written notice to the Customer of the specific efforts undertaken to pursue such cure, and provided, further, if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time (not to exceed one ninety (90) days) so long as Supplier continues to exercise commercially reasonable efforts to cure such failure;

(iii) Supplier shall: (1) be unable to pay its debts as such debts become due; (2) make a general assignment or an arrangement or composition with or for the benefit of its creditors; (3) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Supplier under any bankruptcy or similar law; or (4) take any action for the purpose of effecting any of the foregoing;

(iv) Any representation made by Supplier under Article 3 which shall have been false in any material respect when made, and shall have had, or would reasonably be expected to have, a material adverse effect on Customer or Supplier's ability to perform under this Agreement, and such failure shall not be cured within thirty (30) days after notice thereof by Customer.

(b) Upon the occurrence and during the continuation of a Supplier Default: (i) Customer shall have the right to pursue any and all remedies at law or in equity under this Agreement and (ii) Customer may terminate this Agreement and pursue damages for the value of lost Net Excess Generation Credits.

5.2 Customer Defaults and Supplier Remedies

(a) The occurrence of any one of the following shall constitute an Event of Default with respect to Customer ("Customer Default"):

(i) Customer shall fail to make payments as and when due under this Agreement to Supplier within fifteen (15) days after receiving notice of such failure;

(ii) Customer shall fail to make payments as and when due to the Utility;

(iii) Customer shall fail to comply with any material provision of this Agreement (other than an obligation which is the subject of another Event of Default under this Section, and such failure shall continue uncured for thirty (30) days after notice thereof by Supplier, provided that Customer is using commercially reasonable efforts to pursue such cure and provided, further, if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time (not to exceed ninety (90) days) so long as Customer is exercising commercially reasonable efforts to cure such failure;

(iv) Customer shall: (1) be unable to pay its debts as such debts become due; (2) make a general assignment or an arrangement or composition with or for the benefit of its creditors; (3) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Customer under any bankruptcy or similar law; (4) take any action for the purpose of effecting any of the foregoing;

(v) A proceeding or case shall be commenced, without the application or consent of Customer, in any court of competent jurisdiction, seeking: (1) its liquidation, reorganization of its debts, dissolution or winding-up, or the composition or readjustment of its debts; (2) the appointment of a receiver, trustee, custodian, liquidator or the like of Customer of all or any substantial part of its assets; or (3) similar relief in respect of Customer under any law relating to bankruptcy, insolvency, reorganization of its debts, winding-up, composition or adjustment of debts, and, with respect to Customer only, such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of ninety (90) days;

(vi) Customer shall have failed to comply with its obligations under Section 4.3;

(vii) Any representation made by Customer under Article 3 shall have been false in any material respect when made, shall have had, or would reasonably be expected to have, a material adverse effect on Supplier or Customer's ability to perform under this Agreement, and such failure shall not be cured within thirty (30) days after notice thereof by Supplier.

(b) Upon the occurrence and during the continuation of a Customer Default:
(i) Supplier shall have the right to pursue any and all remedies at law or in equity under this

Agreement, and (ii) Supplier may terminate this Agreement and re-assign the Net Excess Generation Credits to another customer.

Article 6

FORCE MAJEURE; DELIVERY EXCUSE

6.1 Force Majeure

(a) If either Party is prevented from or delayed in performing any of its obligations hereunder by reason of a Force Majeure Event, such Party will notify the other Party in writing as soon as practicable and will be excused from its obligations hereunder to the extent of such interference; provided, however, that no payment obligation hereunder will be excused or delayed as the result of a Force Majeure Event.

(b) The Party whose performance hereunder is prevented or delayed as the result of a Force Majeure Event will use reasonable efforts to remedy its inability to perform; provided, however, nothing in this Section will be construed to require the settlement of any strike, walkout or other labor dispute with its employees on terms which are contrary to its interest.

Article 7

INDEMNIFICATION

7.1 Indemnification; Limitation of Liability

To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold harmless the other Party and all its Affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns (collectively including such Party referred to as the "Indemnified Parties"), from and against all Expenses to the extent caused by (i) any breach of the indemnifying Party of its obligations hereunder; or (ii) the negligence or willful misconduct of the indemnifying Party, provided that such Expense does not result from actions or omissions of the Indemnified Party or any persons under its direction or control.

Notwithstanding any other provision of this Agreement to the contrary, in no event shall Supplier or Customer be liable for special, indirect, incidental or consequential damages, under any theory of recovery, whether based in contract, warranty, tort, negligence, strict liability, indemnity or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the goods or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and other such claims.

Article 8

TERM; TERMINATION

8.1 Term and Termination

(a) Unless sooner terminated pursuant to the terms hereof, the term of this Agreement shall commence on the date Commercial Operation occurs and shall end on the 20th

anniversary of the date Commercial Operation occurred ("Agreement Term") or upon termination of the Agreement For Payment In Lieu of Taxes referenced in Recital paragraph A, above, provided that this Agreement shall remain in effect and govern with respect to any Net Energy Generation Credits provided by the Supplier to Customer for any electricity generated by the Solar Facility prior to the 20th anniversary of the date Commercial Operation occurred or termination of the said Agreement For Payment In Lieu of Taxes. ("Agreement Term").

(b) Either Party may terminate this Agreement at any time upon 30 days prior written notice if such Party is, due to Applicable Laws, no longer able to perform its obligations hereunder.

8.2 Effect of Termination Upon the expiration or termination of this Agreement, neither Party shall have any further obligations under this Agreement other than those set forth in Section 4.1 which shall remain in place for three (3) years thereafter; provided that Customer shall be required to pay Supplier for all amounts then payable to Supplier hereunder and any Supplier's Share of any Received Credits Customer may obtain prior to the processing of Supplier's termination notice.

Article 9
GENERAL PROVISIONS

9.1 Notices.

All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Supplier

100 Constellation Way, Suite 1200C
Baltimore, MD 21202
Attn: President

With a copy to the address above, Attn: Counsel

To: Customer

21 South Main Street
Uxbridge, MA 01569
Attn: David Genereux, Director of Finance

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9.2 Successors and Assigns

(a) Neither Party shall assign its interest or delegate its duties under this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except:

(i) Supplier may assign its right, title and interest and delegate its duties under this Agreement, or any part thereof, to any Permitted Transferee; and

(ii) Supplier may assign any or all of its right, title and interest in this Agreement to any bank or other lender, or to any trustee or agent acting on behalf of such lender (each, a "Financing Party") to whom Supplier provides a security interest in Supplier's right, title and interest in the Facility in connection with financing (or refinancing) the Facility. In connection with any such financing or refinancing, from time to time, upon request, Customer will provide one or more written consents and estoppel certificates in form and substance reasonably satisfactory to Supplier and such Financing Party confirming such Financing Party's rights as assignee hereunder, including the right to cure defaults and to assume this Agreement and to transfer the same to one or more third parties, and will execute and deliver any other reasonable documents or agreements customarily required with respect thereto.

No consent by either Party to any assignment or delegation by the other Party shall be deemed to be a novation or otherwise to relieve the assigning Party of its obligations hereunder unless otherwise expressly so stated in such consent.

This Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any Person any right, remedy or claim under or by reason of this Agreement.

9.3 Entire Agreement; Amendments. This Agreement contains the entire understanding of the Parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements or understandings between or among any of the Parties hereto. This Agreement will not be amended, restated, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

9.4 Interpretation. Article titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

9.5 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver will be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. The failure of any Party hereto to enforce at any time any provision of this Agreement will not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such

provision. No waiver of any breach of this Agreement will be held to constitute a waiver of any other or subsequent breach.

9.6 Expenses Each Party hereto shall be responsible for its own costs and expenses incident to its negotiation and preparation of this Agreement and, except as otherwise set forth herein, to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

9.7 Partial Invalidity Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable. Upon any such determination that any term or other provision hereof is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner, to the end that the transactions contemplated hereby are fulfilled to the extent possible in the circumstances.

9.8 Execution in Counterparts This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement, and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to Supplier and Customer.

9.9 Governing Law This Agreement will be governed by and construed in accordance with the internal laws and decisions of the Commonwealth of Massachusetts, without respect to any conflicts of law principles. The Parties waive any right to a trial by jury for any claim or counterclaim arising under this Agreement.


9.10 No Partnership; Forward Contract This Agreement does not and shall not be construed to create establish a partnership, agency, joint venture, lease, license or any other relationship between the Parties hereto, nor constitute either Party as an agent of the other. Neither Party hereto shall hold itself out to others, by act or omission, contrary to the terms of this Section.

The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" to the extent permitted within the provisions of the United States Bankruptcy Code.

IN WITNESS WHEREOF, the Parties hereto have caused this Massachusetts Solar Net Excess Generation Purchase Agreement to be executed by their duly authorized persons.

CUSTOMER NAME:

TOWN OF UXBRIDGE

By: 
Name: Keith A. Primm
Title: Vice Chair, Uxbridge Board of Selectmen

CONSTELLATION SOLAR NET METERING, LLC:

By: _____
Name: _____
Title: _____

Effective Date: June __, 2011

SCHEDULE A

Utility	Utility Acct No	Service Address	Supplier's Share	Anticipated Commercial Operation Date	Anticipated generating capacity
Mass Electric d/b/a National Grid			90%	12/31/2011	2.000 KW AC