**ACKNOWLEDGEMENT AND CONFIRMATION**

**TO:**

**RE:**

**R E C I T A L S:**

 This Acknowledgement and Confirmation, dated as of \_\_\_\_\_\_\_\_\_, 20\_\_ (this “**Acknowledgement**”), is made by THE UNITED ILLUMINATING COMPANY, a specially chartered Connecticut corporation (together with its successors, designees and assigns, “**Buyer**”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a [***corporation/limited liability company/partnership]*** organized under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (together with its successors, designees and assigns, “**Seller**”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (together with its successors, designees and assigns, “**Lender**”).

A. Buyer and Seller are parties to that certain [***Standard Contract for the Purchase and Sale of Connecticut Class I Renewable Energy Credits from Low and Zero Emissions Projects***] [**OR**] [***Small Class I Zero Emission Project Tariff Service Agreement***] number \_\_\_\_\_\_\_ dated as of \_\_\_\_\_\_\_\_\_\_\_\_ (the “**Agreement**”); and

B. Seller entered into that certain Financing Agreement, dated as of [\_\_\_\_\_\_\_\_], (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Financing Agreement**”), with the Lender

D. Pursuant to Section 11.2 of the Agreement, no consent from Buyer is required for such a collateral assignment.

E. It is nonetheless a requirement under the Financing Agreement that Buyer and the other parties hereto shall have executed this Acknowledgement and Confirmation.

 NOW, THEREFORE, for and in consideration of the above and for other good and valuable consideration, receipt of which is hereby acknowledged, Buyer, Seller and Lender agree as follows:

 1. Buyer consents to the collateral assignment to the Lender by Seller of all of Seller’s right, title and interest in and to the Agreement and all sums and revenues paid or to be paid thereunder.

 2. As of the date hereof, Buyer represents as follows: (a) the Agreement, as amended, is in full force and effect and has not been modified, (b) Buyer is not entitled to any offset, deduction, set-off, withholding, claim or defense under the Agreement, (c) Buyer has received no notice and has no knowledge of any default under the Agreement or of any event which, with the passage of time or the giving of notice or both, would constitute such a default under the Agreement by either the Buyer or the Seller, and (d) Buyer has received no notice and has no knowledge of any prior assignment of Seller’s right, title and interest under the Agreement.

 3. Buyer shall use commercially reasonable efforts to provide notice to Lender of any notice of default or termination issued by Buyer pursuant to the Agreement.

 4. Buyer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, the collateral assignment of the Agreement to Lender pursuant to the Financing Agreement shall not:

1. constitute a default by Seller under the Agreement,
2. result in termination of the Agreement or
3. violate the anti-assignment or change of control provisions of Article [11] of the Agreement.

5. Execution of this instrument has been duly authorized by each party hereto and, when executed, this Acknowledgement shall constitute a legal, valid and binding obligation of such party.

 6. This Acknowledgement and Confirmation shall be governed by and construed in accordance with the laws of the State of Connecticut.

 7. (a) Any notice, demand, or request permitted or required under the Agreement to be given from Buyer to Lender or Lender to Buyer shall be in writing and shall be delivered in person, by prepaid overnight United States mail or by overnight courier service, return receipt requested, to the applicable party at the address set forth below:

 Lender:

 Attention:

UI:

Primary:

180 Marsh Hill Road

Orange, CT 06477

ATTN: Director, Wholesale Power Contracts

Copy to:

180 Marsh Hill Road

Orange, CT 06477

ATTN: General Counsel

 (b) Notices by hand delivery shall be effective at the close of business on the day actually received, if received during receiving party’s business hours on a Business Day (as defined in the Agreement), and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or overnight courier service shall be effective on the close of business on the next Business Day after such notice was sent.

 (c) The notice information specified in this Section 7 may be changed from time to time by written notice by either party to the other without amendment of this Acknowledgement, provided that Buyer shall have no obligation to provide notice to more than one Lender.

 8. Payment of Monies. As a result of the collateral assignment, Buyer shall no longer be required to make payments to Seller but instead shall make all payments required to be made by it under the Agreement in accordance with the Agreement directly to the account described immediately below, or to such other Person or at such other address or account as Lender may from time to time specify in writing to Buyer. Seller hereby instructs Buyer, and Buyer accepts such instructions, to make all payments due and payable to Lender Assignor under the Agreement as set forth in the immediately preceding sentence.

ACCOUNT:

Address [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Accounts Bank: [\_\_\_\_\_\_\_\_\_\_\_]

ABA Number: [\_\_\_\_\_\_\_\_\_\_\_]

Credit: [\_\_\_\_\_\_\_\_\_\_\_]

Account Name: [\_\_\_\_\_\_\_\_\_\_\_]

Account #: [\_\_\_\_\_\_\_\_\_\_\_]

[Signature page follows.]

 In Witness Whereof, the undersigned Parties have executed this Acknowledgment by their duly authorized representatives.

 EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**BUYER:**

THE UNITED ILLUMINATING COMPANY

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

By:

Name:

Title:

**SELLER:**

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

By:

Name:

Title:

**LENDER:**

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

By:

Name:

Title: