ASSIGNMENT AND ASSUMPTION AGREEMENT

AND

CONSENT TO ASSIGNMENT

Contract # <Number>

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO ASSIGNMENT (this "Agreement and Consent") is made, executed and delivered on Choose an item., Choose an item., 20Choose an item. (the "Execution Date") by and among <Assignor Name>, a <State> <Entity Type> ("Assignor"), <Assignee Name>, a <State> <Entity Type> ("Assignee"), and The United Illuminating Company, a specially chartered Connecticut corporation ("UI").

WITNESSETH

WHEREAS, UI and Assignor have entered into 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 dated as of Choose an item., Choose an item. , 20Choose an item. (the "Agreement"); and

WHEREAS, pursuant to Section 11.1 of the Agreement, Assignor desires to assign to Assignee, and Assignee desires to assume and accept from Assignor, all of Assignor's rights and obligations under the Agreement.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

* 1. Assignment and Assumption. Assignor hereby irrevocably assigns, sells, transfers, sets over, conveys and delivers unto Assignee from and after the date hereof all of Assignors right, title, and interest in and to and its liabilities, duties and obligations under the Agreement, subject to the terms and conditions of the Agreement. Assignee hereby purchases, acquires, accepts and assumes the assignment of the Agreement and Assignor's rights, liabilities, duties and obligations under the Agreement and Assignee further covenants and agrees that it will be bound by, observe and perform, carry out and fulfill all covenants and agreements, duties and obligations under the Agreement as if Assignee was a party thereto in place of Assignor from and after the date hereof. Assignee explicitly agrees that Performance Assurance (as defined in the Agreement) obligations are ongoing and, to the extent that they have not been fully satisfied by Assignor in the sole opinion of UI, such obligations shall be the sole obligation of Assignee from and after the date hereof.
1. Consent. UI hereby acknowledges and accepts the assignment and assumption contemplated hereunder and releases and discharges Assignor from all obligations and liabilities under the Agreement, to the extent arising from and after the date hereof and further accepts the performance of the Agreement by Assignee in place of performance by Assignor and undertakes to be bound by the terms of the Agreement as if Assignee was a party thereto in place of Assignor from and after the date hereof.
2. Representations and Warranties. As of the date hereof
3. Assignee has performed in all material respects its agreements and covenants contained in or contemplated by the Agreement which are required to be performed by Assignee at, or prior to, the date hereof; and
4. Each of the representations and warranties of Assignee set forth in the Agreement is true and correct on the date hereof as though made on and as of the date hereof (except for representations and warranties that expressly speak only as of a specific date or time which only need be true and correct as of such date and time).
5. Further Action. Each party hereto covenants and agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and Consent.
6. Additional Representation. Each of the parties hereto represents and warrants that it has full power and authority to enter into this Agreement and Consent.
7. Successors and Assigns. This Agreement and Consent shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
8. Governing Law. This Agreement and Consent shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Connecticut, without giving effect to principles of conflicts of law.

8 Counterparts. This Agreement and Consent may be executed and delivered (including by facsimile or other electronic transmission) in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9. Miscellaneous. This Agreement and Consent shall not otherwise affect or alter any term, condition or provision of the Agreement, and the terms, conditions and provisions of the Agreement shall continue in full force and effect. This Agreement and Consent represents the entire agreement between the parties with respect to the subject matter hereof. To the extent that there is a conflict between this Assignment and Consent and the Agreement, the terms of this Assignment and Consent shall control. Any disputes arising under this Assignment and Consent shall be handled in the same manner as set forth in the Agreement.

PLEASE SIGN & COMPLETE THE ATTACHMENT

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| ASSIGNOR:Click here to enter text.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ASSIGNEE:Click here to enter text.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Accepted and Consented to:

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| The United Illuminating Company:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

**ATTACHMENT**

**ASSIGNEE CONTACT & PAYMENT INFORMATION**

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| **SELLER** |  | **BUYER** |
|  | *Party Name* | The United Illuminating Company (“UI”) |
|  | *Address* | 180 Marsh Hill RoadOrange, CT 06477  |
|  | *Business Website* | [www.uinet.com](http://www.uinet.com) |
|  | *Jurisdiction of Organization* | Connecticut |
|  | *Company Type* |  X Corporation[ ]  Limited Partnership[ ]  LLP[ ]  LLC[ ]  Partnership[ ]  Individual[ ]  Other\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **CONTACT INFORMATION** |
| **SELLER** |  | **BUYER** |
|  | *General* *(day to day/**administrative)* | 180 Marsh Hill RoadOrange, CT 06477Mail Stop: AD – 2AATTN: Director, Wholesale Power ContractsFax# (203) 499-3625Lrec.zrec@uinet.com |
|  | *Contract* | 180 Marsh Hill RoadOrange, CT 06477Mail Stop: AD – 2AATTN: Director, Wholesale Power ContractsFax# (203) 499-3625Lrec.zrec@uinet.com |
|  | *Legal Notices* | 180 Marsh Hill RoadOrange, CT 06477Mail Stop: AD – 1st FlATTN: General CounselFax: (203) 499-2414Lrec.zrec@uinet.com |
|  | *Performance Assurance* | 180 Marsh Hill RoadOrange, CT 06477Mail Stop: AD – 2AATTN: Director, Wholesale Power ContractsFax# (203) 499-3625 Lrec.zrec@uinet.com |

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| **ACCOUNTING INFORMATION (Provide ONLY One Payment Method Information, e.g., Wire Transfer)** |
|  | *· Invoices· Payments· Settlements* | 180 Marsh Hill RoadOrange, CT 06477Mail Stop: AD – 2AATTN: Director, Wholesale Power ContractsFax# (203) 499-3625Lrec.zrec@uinet.com |
|  | *Wire Transfer Numbers (IF APPLICABLE)* | Wire/ACH Instructions forThe United Illuminating Company180 Marsh Hill RoadOrange, CT 06477JPMorgan Chase BankABA# 021000021The United Illuminating CompanyAccount Number: 304295078 |
|  | *Checks(IF APPLICABLE)* | The United Illuminating Company180 Marsh Hill RoadOrange, CT 06477Mail Stop: AD – 2AATTN: Director, Wholesale Power ContractsFax# (203) 499-3625Lrec.zrec@uinet.com |
|  | *ACH Numbers(IF APPLICABLE)* | Wire/ACH Instructions forThe United Illuminating Company180 Marsh Hill RoadOrange, CT 06477JPMorgan Chase BankABA# 021000021The United Illuminating CompanyAccount Number: 304295078 |