

August 11, 2023

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
EXPIRATION DATE: September 30, 2024

Vermont Public Utility Commission
112 State Street
Montpelier, VT 05620-2701

Re: Green Mountain Power Corporation/Case No. 20-1951-PET

We hereby issue our Irrevocable Standby Letter of Credit No. _____, in favor of Vermont Public Utility Commission, hereinafter referred to as "Beneficiary", at the request of Green Mountain Power Corporation, hereinafter referred to as "Applicant", in an amount not to exceed in the aggregate Eight Million Seven Hundred Eighty-Four Thousand Eight Hundred Ninety-One and 00/100 (\$8,784,891.00) U.S. Dollars.

Funds are available by your draft on us at sight in the form attached hereto as Exhibit A, and accompanied by the following documents:

1. This original Letter of Credit and any amendments thereto.
2. A Draw Certificate purportedly signed by officer/representative of Beneficiary in the form attached hereto as Exhibit B.

It is a condition of this Letter of Credit that it will be extended automatically, without amendment, for additional periods of one (1) year from the present or each future expiration date, unless at least sixty (60) days prior to the then current expiration date, we notify you in writing by overnight courier, at the above address, that we elect not to renew this Letter of Credit for said additional period.

Issuer has been requested to issue this Letter of Credit in connection with Condition No. 13 of the Certificate of Public Good ("CPG") issued by the Vermont Public Service Board to Green Mountain Power Corporation on May 31, 2011

in Docket 7628, which has been re-assigned, with Case No. 20-1951-PET. Said Condition No. 13 deals with the establishment of a Decommissioning Plan for the Kingdom Community Wind Farm in Lowell, Vermont. However, Issuer assumes no obligations under the CPG or responsibility or duties thereunder.

We hereby agree that draft(s) drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon receipt of documents as specified above, which may be presented in person or sent via overnight courier at our office located at 6000 Atrium Way, Mt. Laurel, NJ 08054 on or before the expiration date noted above or any automatically extended date as provided herein.

If we receive your Drawing Certificate and the original of this Letter of Credit at such office on any Business Day, all in reasonable conformity with the terms and conditions of this Letter of Credit, we will honor the same by making payment in accordance with your payment instructions on the third succeeding Business Day after presentation so long as the amount of the drawing, together with all previous drawings honored pursuant to this Letter of Credit, does not exceed the aggregate amount of this Letter of Credit. Typographical errors other than in amounts will not violate the conformity provision in this paragraph. If a drawing fails to conform to the terms and conditions of this Letter of Credit it shall not (i) preclude the Beneficiary from correcting any such errors and resubmitting the request nor (ii) act as a waiver of any rights the Beneficiary has under this Letter of Credit.

August 11, 2023

Irrevocable Standby Letter of Credit No. _____

Page 2

Partial and multiple drawings are permitted. All of the banking charges are for Applicant's account.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or contract referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or contract.

Except as otherwise specified herein, this Letter of Credit is subject to the International Standby Practices "ISP" (1998), International Chamber of Commerce Publication No. 590.

TD BANK, N.A.

Exhibit A
SIGHT DRAFT

Date:

TD Bank, N. A.
6000 Atrium Way
Mount Laurel, NJ 08054
Attn: Standby Letter of Credit Department

RE: Standby Letter of Credit No. _____

At Sight Pay to the order of (INSERT BENEFICIARY'S NAME)

the sum of (INSERT AMOUNT IN WORDS 00/100) DOLLARS (\$_____)

"Drawn under TD Bank, N. A. Letter of Credit No. _____ dated _____, 20____."

All payments will be made by Wire Transfer Only: No payments will be made by Check.
Please include wire transfer instructions below:

Name of Receiving Bank: _____

ABA Number of Receiving Bank: _____

Account Name of Beneficiary: _____

Beneficiary Account Number: _____

NAME OF BENEFICIARY

Name: _____
Title: _____

Exhibit B

DRAW CERTIFICATE

Date:

TD Bank, N. A.
6000 Atrium Way
Mount Laurel, NJ 08054
Attn: Standby Letter of Credit Department

RE: Standby Letter of Credit No. _____

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the above-referenced Letter of Credit.

The Beneficiary hereby certifies to the Issuer, with reference to the Issuer's Irrevocable Standby Letter of Credit No. _____ (the "Letter of Credit"); that:

In connection with the terms of [CPG HOLDER]'s Certificate of Public Good issued pursuant to 30 V.S.A. Section 248 dated [CPG ISSUANCE DATE], the Beneficiary is making a demand for payment under the Letter of Credit of the sum of [AMOUNT] which amount does not exceed the current Stated Amount of the Letter of Credit; and

The Beneficiary represents that it has issued an order that decommissioning of the Kingdom Community Wind Project shall occur and Green Mountain Power or its successor is unable or unwilling to commence decommissioning activities within a reasonable period of time after the issuance of the order.

NAME OF BENEFICIARY

Name: _____
Title: _____