<u>**Exhibit CS-BW-8**</u>

Decommissioning Plan

Chelsea Solar Project – Decommissioning Plan

1. Introduction

Chelsea Solar LLC is submitting a petition to the Vermont Public Utility Commission ("PUC"), pursuant to 30 V.S.A. § 248, for a certificate of public good authorizing the installation and operation of a 2.0 MW solar electric generation facility (the "Project") to be located on Willow Road in the town of Bennington, Vermont. This document outlines the proposed decommissioning plan for the Project.

2. Decommissioning Plan

Upon the end of the useful life of the Chelsea Solar Project, Chelsea Solar LLC shall:

a. Be responsible for all decommissioning costs;

b. Obtain any additional permits required for the decommissioning, removal, and legal disposal of Project components prior to commencement of decommissioning activities;

c. Complete the decommissioning, including component removal and disposition, grading, and re-vegetation in accordance with permits and in compliance with all applicable rules and regulations then in effect governing the disposal thereof;

d. Remove all hazardous materials and transport them to be disposed of by licensed contractors at an appropriate facility in accordance with rules and regulations governing the disposal of such materials.

e. Preserve and reclaim the soils on the Project site to a level of pre-Project quality.

f. Reclaim soils in the equipment pad areas by removing imported aggregate material and concrete foundations and replace with soils to be stockpiled from these areas during construction of the Project.

g. Remove electrical conduits and backfill any holes with the native soils removed.

h. Perform PH testing of any replaced primary agricultural soils in accordance with the Vermont Agency of Agriculture guidelines for reclamation of primary agricultural soils. A PH of 6.0 of higher will be maintained using recommended Agency of Agriculture procedures.

i. Reseed and mulch disturbed areas using a seed mix pre-approved by ANR and/or the USDA-WSG guide entitled, *The Use of Native Warm Season Grasses for Critical Area Stabilization*. Reseeding activities will be specifically monitored for the appearance of invasive species. Any invasive species will be removed.

j. In any wetland or wetland buffer areas, perform decommissioning activities during dry or frozen conditions. If decommissioning activities must be performed during wet conditions, matting will be used to stabilize wet areas.

3. Estimated Cost to Decommission

The estimated cost of decommissioning the Project is $126,000 in 2017 dollars. This does not include the salvage value of the decommissioned equipment. The estimated cost of decommissioning shall be adjusted annually to account for the price level changes in the preceding 12-month period. The adjustment shall be calculated no later than January 31 of each year by multiplying the estimated cost of decommissioning by the percentage change in the Consumer Price Index ("CPI") as maintained by the Bureau of Labor Statistics and adding that result to the revised estimated cost of decommissioning. Chelsea Solar LLC shall file annual reports with PUC and the Vermont Department of Public Service ("DPS") on the status of the decommissioning fund after each adjustment for inflation. In the event the CPI has a negative value during the annual adjustment, the decommissioning fund shall not be adjusted downward.

4. Decommissioning Fund

4.1 Purpose

The purpose of the decommissioning fund is to ensure that there are sufficient funds available to return the Project site to an appropriate condition at the end of the Project's useful life or earlier, should the Project cease operations for any reason. The amount of the decommissioning fund should represent the full estimated costs of decommissioning without netting out estimated salvage value.

4.2 Funding and Management

PUC will be the designated beneficiary of the fund and will be provided with a copy of the documentation establishing the fund before construction commences. The decommissioning fund will initially be funded with either a security deposit to be held in a federally insured bank in the United States substantially in the form of **Appendix B** hereto or an irrevocable standby letter of credit ("LC") substantially in the form attached as **Appendix C** hereto to be issued by an A-rated institution solely for the benefit of the PUC. No parties, including Chelsea Solar LLC or any affiliate thereof, will have the ability to demand payment under the LC withdraw funds from the deposit without the consent of the PUC.

PUC will be entitled to draw on the LC or the deposit in the event that Chelsea Solar LLC is unable or unwilling to commence decommissioning activities within reasonable period of time, not to exceed ninety (90) days, following the issuance of an order by PUC for the decommissioning of the Project. No other parties will have the ability to demand payment under the LC or the deposit. Upon completion of decommissioning, Chelsea Solar LLC shall seek a certificate of completion from PUC, to be provided to the LC's issuing bank or the deposit bank with instructions to terminate the deposit. Thereafter, Chelsea Solar LLC or its successor or assignee, shall be entitled to the remainder of the decommissioning fund.

Appendix A

Decommissioning Cost Estimate
for Chelsea Solar Project

Line Item	Decommissioning Task	Cost Estimate
1	Removal and disposal of solar modules and associated above-ground wiring	$23,000
2	Removal and disposal of racking system and foundation supports	$25,500
3	Removal and disposal of underground wire and conduit	$17,500
4	Removal and disposal of Inverters, Transformer, Panelboards, Switchboards, and ancillary Comm/Monitoring equipment	$23,000
5	Removal and disposal of perimeter security fence	$6,000
6	Removal and disposal of gravel access driveway	$7,500
7	Reclamation/Restoration of stockpiled soils (including primary ag soils)	$22,500
8	Invasive species monitoring	$9,000
	Total Estimated Costs	***$134,000***

Note: Line Items 1 through 8, above, are all-inclusive lump sum amounts that include all labor, equipment, transportation, and disposal costs associated with each line item. These lump sum amounts also include all activity management, site supervision, and safety costs associated with each line. No federal, state, or local permit costs are anticipated to be required for these activities.

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into and effective this __ day of _____________, 2017 by and among **Chelsea Solar LLC** ("Chelsea Solar"), **Vermont Public Utility Commission** (the "Commission") and **The First National Bank of Northfield** ("Escrow Agent").

RECITALS

WHEREAS, the Commission has requested that Chelsea Solar establish and deliver funds (the "Escrow Funds") into an escrow account with Escrow Agent to meet its obligations to decommission a certain solar project constructed by Chelsea Solar and located on off of Willow Road in Bennington, Vermont. The Commission, Chelsea Solar, and Escrow Agent agree to enter into this Agreement to define the terms of that account.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Appointment of Escrow Agent. On the terms, and subject to the conditions, set forth in this Agreement, Chelsea Solar and the Commission hereby appoint Escrow Agent as their agent and custodian to hold, invest and distribute the Escrow Funds and all interest and investment earnings thereon (the "Escrow Interest") in accordance with this Agreement. To the extent any Escrow Interest accrues during the term of this Agreement, such Escrow Interest shall be added to but shall not be included as part of the principal amount of the Escrow Funds except as set forth in Section 5.

2. Delivery of Funds to Escrow Agent. Upon execution of this Agreement, Chelsea Solar shall deposit with Escrow Agent an amount equal to **[AMOUNT] U.S. Dollars (US$AMOUNT). This initial deposit shall be the "Escrow Total" and the Escrow Total will be subject to yearly adjustments pursuant to the written agreement of the Commission and Chelsea Solar.** The Escrow Funds shall, for all purposes, be considered property of Chelsea Solar unless and until distributed to the Commission in accordance with this Agreement, and except to the extent that Chelsea Solar owes Escrow Agent for fees, charges and expenses Chelsea Solar is obligated to pay Escrow Agent under terms of this Agreement. Subject to Escrow Agent's right of set off against Escrow Interest in excess of the Escrow Total, to protect the Commission prior to such distribution, Chelsea Solar hereby grants to the Commission a first priority security interest in all of Chelsea Solar's right, title and interest in and to the Escrow Funds held under this Agreement for the purpose of securing Chelsea Solar's decommissioning

obligations. Chelsea Solar authorizes the Commission to file such financing statements and other documents as the Commission reasonably deems necessary or advisable to protect the Commission's rights in the Escrow Funds. Each party will sign such documents, provide such information, send such notices and take such other actions as any other party reasonably requests to consummate more effectively the intent and purpose of the parties under this Section 2.

3. Investment. Escrow Agent shall hold and invest the Escrow Funds only in accordance with the terms of this Agreement. The Commission understands and acknowledges that funds held in an interest bearing account with Escrow Agent are covered by insurance issued by the Federal Deposit Insurance Corporation (FDIC) up to a maximum of two hundred fifty thousand dollars ($250,000.00) in insurance coverage and that all funds held in an interest bearing account in excess of such limit are uninsured. Chelsea Solar also understands and acknowledges that funds held in a non-interest bearing account with Escrow Agent are insured by the FDIC without regard to amount, effective through [DATE]. Funds held by Escrow Agent on behalf of Chelsea Solar after such date in a non-interest bearing account may be subject to other limitations. At the written direction of Chelsea Solar, Escrow Agent shall invest and reinvest the Escrow Funds in cash or one or more of the following: a non-interest bearing Business Advantage Checking Account; or an interest bearing Regular Business Savings Account, or any combination thereof. All of the Escrow Funds shall be held by, or registered in the name of, Escrow Agent. All Escrow Interest earned on the Escrow Funds shall accrue for the benefit of, and be taxable to, Chelsea Solar.

4. Distributions of Escrow Funds by Escrow Agent. Escrow Agent shall hold the Escrow Funds until instructed or otherwise required to deliver the same or any portion thereof in accordance with Section 5.

5. Distributions.

    a. Escrow Interest. Once Escrow Funds being held by Escrow Agent reach the Escrow Total, and provided Chelsea Solar does not owe Escrow Agent any fees, charges, or expenses under the terms of this Agreement, Chelsea Solar may direct Escrow Agent in writing to pay Chelsea Solar the Escrow Interest, if any, earned on the Escrow Funds at such times and in such amounts, in Chelsea Solar’s discretion, as long as the amount of the Escrow Funds does not, as a result, become less than the Escrow Total.

    b. Release at End of Term; Substitution of Security. After the full and final satisfaction of all of Chelsea Solar's decommissioning obligations (which shall be confirmed in writing by the Commission) and payment to Escrow Agent of all amounts owed to Escrow Agent by Chelsea Solar under the terms of this Agreement, any Escrow Funds remaining with Escrow Agent, after all deductions for any damages or other allowed charges made by the

Commission, and any accrued Escrow Interest, shall be released to Chelsea Solar. If Chelsea Solar provides a letter of credit or other security in form and substance and in the full amount of the Escrow Total to secure Chelsea Solar's obligations to the Commission prior to decommissioning, then upon written direction from the Commission to Escrow Agent the Escrow Funds and any Escrow Interest (less monies owed by Chelsea Solar to Escrow Agent) shall be released to Chelsea Solar.

c. Escrow Claims by the Commission. Each claim against the Escrow Funds under this Agreement shall be made by the Commission by delivering to Escrow Agent a certificate, in substantially the form of Exhibit A attached hereto, specifying the nature of the claim (a "Claim Certificate"). A copy of each Claim Certificate shall also be delivered to Chelsea Solar contemporaneously with provision to Escrow Agent. Escrow Agent shall pay to the Commission the amount of Escrow Funds set forth in the Claim Certificate, in accordance with the Claim Certificate, on the first business day after it receives the Claim Certificate, regardless of whether Escrow Agent receives objection to such claim by Chelsea Solar.

6. Rights and Obligations of Escrow Agent.

a. Duties.
   i. Escrow Agent hereby accepts its obligations under this Agreement and represents that it has the legal power and authority to enter into this Agreement and to perform its obligations hereunder. Escrow Agent agrees that all Escrow Funds held by Escrow Agent under this Agreement shall be segregated from all other property held by Escrow Agent and shall be identified as being held in connection with this Agreement. Segregation may be accomplished by appropriate identification on the books and records of Escrow Agent. Escrow Agent's documents and records with respect to the transactions contemplated by this Agreement shall be available for examination by representatives of the Commission and Chelsea Solar. Escrow Agent will deliver to the Commission and Chelsea Solar written statements not less than quarterly summarizing any activity with respect to the Escrow Funds (including the amount of interest and earnings thereon) and detailing the balance of the Escrow Funds.
   ii. This Agreement may be terminated only by a writing executed by all of the Commission, Chelsea Solar, and Escrow Agent.

b. No Other Duties. Escrow Agent shall not have any duties or responsibilities under this Agreement except as expressly set forth herein.

c. Escrow Fee. Escrow Agent shall be entitled to receive solely from Chelsea Solar (a) compensation for its regular services as escrow agent under this Agreement and (b) reimbursement for all reasonable and necessary out-ofpocket expenses incurred by Escrow Agent in fulfilling its obligations under this Agreement, including, without limitation, reasonable fees and disbursements of legal counsel. Such compensation and reimbursement obligations shall be paid from time to time as incurred. In no circumstance will the Commission have any obligation to pay any amount to Escrow Agent arising out of or under this Agreement.

d. Resignation of Escrow Agent. Escrow Agent may at any time resign by giving thirty (30) days advance written notice of such resignation to the Commission and Chelsea Solar. Upon such resignation, Escrow Agent shall not be discharged from its obligations under this Agreement until the earlier of the following:

   i. A successor escrow agent, as mutually agreed on by Chelsea Solar and the Commission, shall have been appointed, the successor escrow agent shall have executed and delivered an Escrow Agreement in substantially the form of this Agreement, and all Escrow Funds then held by Escrow Agent under this Agreement shall have been delivered to such successor escrow agent.
   ii. Sixty (60) days from notice to Chelsea Solar and the Commission of such resignation. However, upon effective resignation of Escrow Agent, Escrow Agent shall continue to hold the funds so escrowed in the account where such funds have been held until withdrawn by the Commission as account holder in accordance with Escrow Agent's duties as a financial institution to a customer under its account contract.

e. Liability of Escrow Agent. Escrow Agent shall not be liable for any action taken in accordance with the terms of this Agreement, including, without limitation, any distribution of the Escrow Funds in accordance with Section 4, as long as the action was taken in good faith. Escrow Agent shall not be liable for any other act or failure to act under or in connection with this Agreement, except for its own intentional tortious misconduct or gross negligence. Chelsea Solar agrees to indemnify, defend and hold Escrow Agent harmless from and against all claims, causes of action, costs, judgments, losses and damages arising out of or related to this Agreement, except for any such claims, causes of action, costs, judgments, losses or damages arising from or related to any breach of this Agreement by Escrow Agent or grossly negligent or intentional tortious actions or omissions of Escrow Agent.

f. Reliance on Documentary Evidence. Escrow Agent shall be entitled to rely on any written notice, certificate, affidavit, letter, document or other communication that is reasonably believed by Escrow Agent to be genuine and to have been signed or sent by the proper party or parties, and on statements contained therein, without further inquiry or investigation. Notwithstanding anything to the contrary in this Agreement, Escrow Agent may act on any written instructions given jointly by the Commission and Chelsea Solar.

g. Interpleader. If the Commission and Chelsea Solar shall disagree about the interpretation of this Agreement, or about the rights and obligations or the propriety of any act contemplated by Escrow Agent hereunder, then Escrow Agent may, within its reasonably exercised discretion, file an action of interpleader in the appropriate court of competent jurisdiction and deposit all of the applicable Escrow Funds with such court.

7. Termination of Agreement. This Agreement shall continue through the date on which all decommissioning obligations of Chelsea Solar have been fully satisfied or all of the Escrow Funds shall have been paid to the Commission pursuant to the terms of this Agreement.

8. Taxes. Taxes on distributions of the Escrow Funds shall be paid by Chelsea Solar.

9. Notices. All notices and other communications (including all certificates delivered pursuant to Section 5) under this Agreement by the Commission or Chelsea Solar to Escrow Agent shall be delivered contemporaneously to the other parties in the same manner as provided to Escrow Agent. All notices and other communications under this Agreement shall be given in writing and shall be personally delivered, sent by telecopier or facsimile transmission or sent to the applicable parties at their respective addresses indicated in this Section 9 by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service, as follows:

If to Chelsea Solar, to:

Chelsea Solar, LLC
c/o Allco Renewable Energy Limited
1745 Broadway, 17th Floor
New York, NY 10019
ATTN: Michael Melone
Phone: (212) 681-6974

If to the Commission, to:

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

If to Escrow Agent, to:

The First National Bank of Northfield
PO Box 59
329 Division St.
Northfield, MN 55057
Attention: Kim Paddock
Phone: 507-645-5656
Fax: 507-645-6873

Notice may also be made to any other such other person or address as any party shall have specified by notice in writing to the other parties. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by telecopier or facsimile transmission, such communication shall be deemed delivered the day of the transmission, or if the transmission is not made on a business day, the first business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this Section 9, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this Section 9, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

10. Miscellaneous.

a. Captions. All titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of the Agreement.

b. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or other third party, so as to constitute any such person a third-party beneficiary under this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

c. Integration; Amendment. This Agreement constitutes the entire agreement among the parties relating to the Escrow Funds. No amendment, addition to or modification of any provision hereof shall be binding on the parties, and no party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of all parties.

d. Governing Law. The Agreement is made in the State of Vermont and shall be interpreted and governed by the laws of such State or the laws of the United States, as applicable. The parties hereto submit any dispute or other legal action concerning this Agreement to the exclusive jurisdiction of the Courts of the State of Vermont.

e. Good Faith and Fair Dealing; Reasonableness. The parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) whenever this Agreement requires the consent, approval or similar action by a party, such consent, approval or similar action shall not be unreasonably withheld or delayed, and (ii) whenever this Agreement gives a party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

f. Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in force. The parties will, however, use their reasonable best endeavors to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses that correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

g. Cooperation. The parties agree to cooperate reasonably with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require any party to act in a manner inconsistent with its rights under this Agreement.

h. Execution in Counterparts and By Facsimile Transmission. This Agreement may be executed in two (2) or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile, and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

Dated: **Chelsea Solar LLC**

By: ___________________________________

Name: Michael Melone

Title: Vice President

Dated: **Vermont Public Utility Commission**

By: ___________________________________

REVIEWED AS TO FORM:

Vermont Public Utility Commission Counsel

By: ___________________________________

Dated: **The First National Bank of Northfield**

Kim Paddock, Vice President

By: _____________________________

EXHIBIT A TO ESCROW AGREEMENT

ESCROW CLAIM

CERTIFICATE

TO: ___________________________

This Certificate is issued pursuant to that certain Escrow Agreement, dated as of ___________, 2017, by and among the Commission, Chelsea Solar and you, as Escrow Agent (the "Escrow Agreement"). Capitalized terms used but not otherwise defined in this Certificate shall have the meaning ascribed to them in the Escrow Agreement.

The undersigned representative of the Commission hereby certifies that the Commission is entitled to receive Escrow Funds in the amount of $________________ pursuant to the terms of the Escrow Agreement, due to the following (generally):_
____
____.

Accordingly, subject to the terms of the Escrow Agreement, you are hereby instructed to distribute, on the first business day after your receipt of this Certificate, the sum of $________________ from the Escrow Funds to the undersigned by wire transfer to the following account:

Bank: ____
Account: ___________________________________
Routing Number: ____________________________

Date: ________________, 20_____

Vermont Public Utility Commission

By: _______________________

Name: _____________________

Title: ______________________

Appendix C

Form of Letter of Credit

[NAME OF BANK]
IRREVOCABLE STANDBY LETTER OF CREDIT

Beneficiary
Vermont Public Utility Commsission
112 State Street
Montpelier, VT 05620-2701
Attn: Contract Administration

Effective Date: [______]
Letter of Credit No.: [______]
Expiry Date: [______]

Re: Chelsea Solar LLC

PUC Docket _________________

No. CPG Issued_________________

on:

At the request of Chelsea Solar LLC (the "Applicant" (the "Applicant"), **[NAME OF BANK]** (the "Issuer"), hereby issues this irrevocable Letter of Credit No. [__ ______] in the favor of the Vermont Public Utility Commission (the "Beneficiary") available for an aggregate amount up to the maximum amount of $[**Amount**] ([**Amount in words**] United States Dollars), effective as of the date first set forth above and expiring at our office located at (or at any other office which may be designated by us by written notice delivered to you) on the earliest to occur of (i) [**Expiration Date**] (the "Stated Expiration Date") or any automatically extended Stated Expiration Date, (ii) payment by Issuer hereunder of the maximum amount written above, or (iii) surrender of this original Letter of Credit to us for cancellation.

It is a condition of this Letter of Credit that the Stated Expiration Date shall be automatically extended without amendment, for successive periods of one year each from the Stated Expiration Date hereof or any such automatically extended Stated Expiration Date, unless, no less than 60 days before any such Stated Expiration Date, Issuer sends Beneficiary notice stating that this Letter of Credit will not be extended beyond the then current Stated Expiration Date. Any such notice of non-extension shall be in writing, shall be sent by hand, by certified mail (return receipt requested), or by Federal Express or other overnight delivery service, and shall be addressed to Beneficiary at the address set forth above.

Issuer has been requested to issue this Letter of Credit in connection with Condition No. [___] of the Certificate of Public Good ("CPG") issued by the Vermont Public Utility Commission to Chelsea Solar LLC on _______, in Commission Docket No. 17-5024-PET. Said Condition No. [____] deals with the establishment of a Decommissioning Fund for Chelsea Solar LLC 2.0 MW photovoltaic electric generation project to be built in the Towns of Bennington, Vermont. However, Issuer assumes no obligations under the CPG or responsibility or duties thereunder.

Funds under this Letter of Credit are available to you by making a demand for payment by presentation to us at our offices at___, Attention: Loan Administration (or at any other office which may be designated by us by written notice___time on delivered to you) of your drawing certificate in the form attached hereto ("Drawing Certificate") and accompanied by the original of this Letter of Credit. A presentation under this Letter of Credit may be made only on a day, and only between the hours of 9:00 AM and 5:00 PM, which such office is open for business (a "Business Day").

If we receive your Drawing Certificate and the original of this Letter of Credit at such office on any Business Day, all in 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.

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 to you (but not any of your duties, obligations or responsibilities to Issuer hereunder or otherwise). Such undertaking to you shall not in any way be modified, amended or amplified by reference to any document or instrument 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 or instrument.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices 1998, I.C.C. Publication No. 590 ("ISP98"), excluding, however, Rules 4.09(c) and 5.06(c)(I), and shall be governed by and construed in accordance with the laws of the State of New York. In the event of conflict between the ISP98 and a non-mandatory (variable) provision of such laws, the ISP98 shall govern.

Yours faithfully, [**NAME OF BANK**]

By: ____________________________	By: ___________________
Name:	Name:
Title:	Title:

DRAWING CERTIFICATE

NAME OF BANK

Ladies and Gentlemen:

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

The Beneficiary hereby certifies to the Issuer, with reference to the Issuer's Irrevocable Standby Letter of Credit No. 7009264) (the “Letter of Credit”); that:

In connection with the Agreement for the **CERTIFICATE OF PUBLIC GOOD ISSUED PURSUANT TO 30 V.S.A. SECTION 248** dated_____________________ and related documents between the Beneficiary and Chelsea Solar LLC, the Beneficiary is making a demand for payment under the Letter of Credit of the sum of $______________________ 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 shall occur and Chelsea Solar LLC or its successor is unable or unwilling to commence decommissioning activities within a reasonable period of time not to exceed ninety days after the issuance of the order.

Or

[This Letter of Credit has fewer than thirty (30) days remaining prior to the date of expiration and the Beneficiary has not received a replacement letter of credit to the extent required by the Agreement, and the undersigned hereby confirms that that the amount of this drawing does not exceed the undrawn face amount of the Letter of Credit.]

The amount demanded hereby has been calculated in accordance with the terms of the Agreement.

You are hereby directed to pay the amount so demanded to: [**Insert wire transfer instruction**]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the_____ day of ________, 2017.

Very truly yours,

____

Name:

Title: