

**CONTRACT FOR THE PURCHASE OF
ENERGY, CAPACITY AND GREEN ATTRIBUTES**

THIS CONTRACT ("**Contract**") is made and entered as of this 31st day of October, 2007 (the "**Execution Date**"), by and between Manatee Green Power, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("**Qualified Seller**" or "**QS**"), and Florida Power & Light Company, a private utility corporation organized and existing under the laws of the State of Florida ("**FPL**"). QS and FPL are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**". Attached hereto are three Appendices: Appendix A (Energy and Capacity Rates); Appendix B (Pay for Performance Provisions – Monthly Payment Calculation); and Appendix C (Detailed Project Information), all of which are incorporated by reference herein.

WITNESSETH:

WHEREAS, QS has undertaken activities related to the development of a Renewable Energy Facility (as such is defined in Section 25-17.210 (1) F.A.C.) or a Qualifying Facility (as such is defined in Section 25-17.250 F.A.C.) with a design capacity of approximately 5,742 kW on land QS licenses pursuant to the Agreement for Licensing Use of Landfill Gas for Generating Electric Power dated January 9, 2007 between Manatee County, Florida and QS near the Lena Road Landfill located in Manatee County, Florida;

WHEREAS, the Facility (as defined herein) shall be capable of delivering electric energy, committed capacity and green attributes to FPL for the term of this Contract in a manner consistent with the terms herein;

WHEREAS, QS desires to sell and deliver, and FPL desires to purchase and receive, the electric energy, committed capacity and green attributes generated by the Facility consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("**FPSC**") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules 25-17.200 through 25.17.310.F.A.C.;

WHEREAS, QS has signed, or intends to sign, an interconnection agreement with FPL (the "**Interconnection Agreement**") pursuant to which the QS assumes contractual responsibility to make any and all transmission-related arrangements (including control area services) necessary for the delivery of the Facility's firm capacity and energy to FPL;

WHEREAS, the Parties acknowledge that as a precondition of the commencement of service hereunder, the **FPSC** must first approve this Contract; and

WHEREAS, Section 366.91(3), Florida Statutes, provides that the "prudent and reasonable costs" associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility, without differentiating among customer classes, through the appropriate cost-recovery clause mechanism" administered by the FPSC.

NOW, THEREFORE, for mutual consideration the Parties agree as follows:

A. QS Facility

1. The QS contemplates installing and operating a 6,000 KVA generator located near the Lena Road Landfill located in Manatee County, Florida (hereinafter called the "Facility"). The Facility is designed to produce a maximum of 5,700 kilowatts (kW) of electric power at an 85% lagging to 85% leading power factor. The Facility's location and generation capabilities are as described in the table below.

TECHNOLOGY AND GENERATOR CAPABILITIES	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: 3331 Lena Road, Bradenton, FL 34211 County: Manatee
Generator Type (Induction or Synchronous)	Synchronous
Type of Facility (Hydrogen produced from sources other than fossil fuels, biomass as defined in Section 366.91(2)(a), Florida Statutes, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power, waste heat from sulfuric acid manufacturing operations; or <100 kW cogenerator)	Biomass/LFG
Technology	Reciprocating Generators (Quantity 3)
Fuel Type and Source	Landfill Gas
Generator Rating (KVA)	Quantity 3 @ 2009 or 6,027 KVA
Maximum Capability (kW)	Quantity 3 @ 1914 or 5,752 kW
Minimum Load	950 kW @ 100% PF
Peaking Capability	NA
Net Output (kW)	5,250 kW
Power Factor (%)	95%
Operating Voltage (kV)	Generator Bus @ 480 V / Distribution Bus @ 23 kV
Peak Internal Load kW	367 kW

The QS's accurate completion of the foregoing table in its entirety is a condition precedent to this Contract becoming effective.

2. The following Sections (a) through (d) are applicable to Renewable Energy Facilities and Section (e) is only applicable to Qualifying Facilities:

(a) The QS represents and warrants that the source(s) of fuel used by the Facility to produce energy for sale to FPL during the term of this Contract shall be landfill gas, presently defined in and provided for pursuant to Sections 366.91(2)(a) and (b), Florida Statutes. Fossil fuels must be limited to the minimum quantities necessary for start-up, shut-down and for operating stability at minimum load and the Facility must be capable of generating the amount of capacity pursuant to Article E of this Contract without the use of fossil fuels.

(b) QS and FPL agree and acknowledge that the QS will not charge for, and FPL shall have no obligation to take or pay for, any electric energy produced by the Facility except from a fuel source as provided for in paragraph 2(a) above.

(c) On each January 31 during the period from the Capacity Delivery Date (as defined in Section E,5) until the termination of this Contract (the "**Delivery Term**"), QS shall, deliver to FPL a report certified by an officer of QS: (i) stating the type and amount of each source of fuel or power used by the Facility to produce electrical energy during the preceding calendar year (each a "**Contract Year**"); and, (ii) verifying that one hundred percent (100%) of all electrical energy sold by the QS to FPL during the Contract Year complies with Sections 2(a) and (b) of this Contract.

(d) The QS represents and warrants that the Facility will use landfill gas, presently listed under Section 366.91, Florida Statutes, and that the QS shall continue to use landfill gas throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that FPL deems necessary to verify that the Facility meets such requirements.

(e) On or before the date that the Facility first delivers energy hereunder, the QS: (i) will have certified or self-certified the Facility as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("**FERC**"); or, (ii) will have caused the Facility to have been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1) F.A.C. FPL shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the QS related to the Facility that FPL deems necessary to verify the Facility's "qualifying facility" status. The QS shall, on an annual basis on a date within thirty (30) days of the anniversary date of this Contract, deliver to FPL a report by an officer of QS certifying that the Facility has continuously maintained "qualifying facility" status.

B. Term of Contract

1. This Contract shall commence upon the Execution Date and shall terminate at 12:01 a.m. January 1, 2024, unless terminated earlier in accordance with the provisions hereof (the "**Term**").

2. Notwithstanding FPL's execution and delivery of this Contract, FPL's obligations under this Contract shall only become effective upon the date ("**Effective Date**") that the FPSC shall have issued a final determination approving the Contract, such determination satisfactory in all respects to FPL. In the event FPL, QS, or any third party appeals a FPSC determination related to this Contract, FPL may, upon notice within fifteen (15) calendar days of the appeal,

terminate this Agreement (and no Completion/Performance or Termination Payment will be due or owing by QS); provided, FPL may waive final FPSC approval at any time. If the FPSC has not approved the Contract within one hundred sixty (160) days after the Execution Date, then either FPL or the QS may terminate this Contract by written notice to the other Party with no further liability on the part of either Party.

3. The QS may terminate this Contract and withdraw the Completion/Performance Security with no further liability hereunder if the QS determines that it is unable to obtain financing upon written notice to FPL within sixty (60) days after any FPSC order approving the Contract becomes final and unappealable. The QS may extend such 60-day period by up to three (3) 30-day periods with FPL's consent, which consent shall not be unreasonably withheld.

4. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section E,5) of the Facility is not accomplished by the QS before January 1, 2009 (or such later date as may be permitted by FPL) (the "Expected Capacity Delivery Date"), then either FPL or the QS will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the other Party. In such event, FPL shall immediately receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion/Performance Security provided for in Article I hereof. Notwithstanding the foregoing, the Expected Capacity Delivery Date shall be extended beyond January 1, 2009, day-for-day for each day that FPSC approval of this Contract becomes final and unappealable after December 31, 2007, but in no event shall the Expected Capacity Delivery Date extend beyond June 1, 2009.

C. Minimum Specifications

The following are the minimum specifications which relate to this Contract and the sales service provided hereunder:

1. The avoided unit (the "Avoided Unit") on which this Contract is based is a 160 megawatt ("mW") gas-fired combustion turbine unit.

2. The date by which firm capacity and energy deliveries from the QS to FPL is anticipated to commence is January 1, 2009 (or such later date as may be permitted by FPL pursuant to Article E). The Interconnection Agreement will be in place before the QS delivers energy to FPL.

3. The period of time over which firm capacity and energy shall be delivered from the QS to FPL is a fifteen (15) year period beginning on January 1, 2009. The QS may deliver energy prior to January 1, 2009, upon receipt by FPL of thirty (30) days prior written notice from QS.

4. The following are the minimum performance standards for the delivery of firm capacity and electric energy by the QS to qualify for full capacity payments under this Contract (as a percentage of the then-applicable Committed Capacity, measured over a rolling 12-month period as described in Appendix B):

	On Peak*	All Hours
Availability	90.0%	80.0%

*QS Performance and On Peak hours shall be as measured and/or described in Appendix B.

D. Sale of Electric Energy, Committed Capacity and Green Attributes

1. Consistent with the terms hereof, QS shall sell and deliver to FPL at the Delivery Point (defined below) and FPL shall purchase and receive from the QS all of the electric energy, Committed Capacity (determined in accordance with Article E) and any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation of electricity from the Facility, and its displacement of conventional energy generation ("**Green Attributes**"). Notwithstanding the foregoing, such Green Attributes shall not include solely those attributes owned by Manatee County related to the landfill. FPL shall have the sole and exclusive right to purchase all electric energy, Committed Capacity and Green Attributes generated by the Facility. The purchase and sale of electric energy, Committed Capacity and Green Attributes pursuant to this Contract shall be a net billing arrangement; provided; however, that no such arrangement shall cause the QS to sell and deliver, or require FPL to purchase and receive, more than the Facility's net output. The billing methodology may be changed at the option of the QS, subject to FPL's prior written consent.

2. For purposes of this Contract, "**Delivery Point**" shall mean the point of interconnection between the Facility and FPL's transmission system, as specifically described in Appendix C hereto and in the Interconnection Agreement.

3. The QS shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

4. The QS shall be responsible for all costs, charges, fees, expenses and penalties associated with the construction, operation and maintenance of the Facility.

E. Sale of Capacity

1. The QS commits to sell capacity to FPL, the amount of which shall be determined in accordance with Articles E and F (the "**Committed Capacity**"). Subject to the Committed Capacity Test procedures set forth herein, the Facility's Committed Capacity is expected to be 5,250 kW, with an Expected Capacity Delivery Date of January 1, 2009.

2. The testing and verification of the Committed Capacity of the Facility (each such test, a "**Committed Capacity Test**") shall be performed in accordance with the procedures set forth in Article F. The Demonstration Period (defined below) for the first Committed Capacity Test shall commence no earlier than January 1, 2008, and testing must be completed by 11:59 p.m., December 31, 2008. Subject to Section F,1 the QS may schedule and perform up to three (3) Committed Capacity Tests to satisfy the requirements of the Contract with respect to the first Committed Capacity Test and the last of such test shall be determinative of the initial Committed

Capacity of the Facility. If the result of such test(s) is a result that is equal to or less than one hundred percent (100%) of the Committed Capacity set forth in Section E,1, then such result shall constitute the initial Committed Capacity. If the result of such test(s) is greater than one hundred percent (100%) of the Committed Capacity set forth in Section E,1, then, subject to Section E, 4, the initial Committed Capacity shall be either the result of such test(s) or 5,250 kW (the expected Committed Capacity as set forth in Section E,1), to be decided by the QS in its discretion.

3. FPL shall have the right to require the QS, upon prior written notice, to validate the Committed Capacity of the Facility by means of subsequent Committed Capacity Tests as follows: (i) once per each Summer period and once per each Winter period, at FPL's sole discretion; (ii) at any time the QS is unable to comply with any material obligation under this Contract for a period of three (3) days or more in the aggregate as a consequence of an event of Force Majeure; and, (iii) at any time the QS fails in three consecutive months to achieve an Annual Capacity Billing Factor ("ACBF"), as defined in Appendix B, equal to or greater than seventy percent (70%). The QS shall commence such subsequent Committed Capacity Test within forty-five (45) days after receipt of FPL's notice. The results of any such subsequent Committed Capacity Test shall be provided to FPL within seven (7) days of the conclusion of such test and the last of such subsequent Committed Capacity Test(s) shall be determinative of the Facility's Committed Capacity.

4. Notwithstanding anything to the contrary herein, the Committed Capacity shall not exceed one hundred ten percent (110%) of the amount set forth in Section E,1 without the consent of FPL.

5. The "**Capacity Delivery Date**" means the date on which the QS commences deliveries of Committed Capacity to FPL. The Capacity Delivery Date shall occur immediately following the date of the Facility's completion of the first Committed Capacity Test, but in no event earlier than the Expected Capacity Delivery Date (January 1, 2009).

6. In no event shall FPL be responsible for making capacity payments to the QS prior to the Capacity Delivery Date.

7. Subject to the provisions of Section B,4, the QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date.

8. FPL may draw upon the Completion/Performance Security provided for in Article I in the event that the best result from any initial Capacity Test or the result from any subsequent Capacity Test through the first (1st) anniversary of the Capacity Delivery Date is less than the expected Committed Capacity set forth in Section E,1. If any such test result is less than 100% of the expected Committed Capacity but equal to or greater than 90% of the expected Committed Capacity, then FPL shall be entitled to draw a percentage of the Completion/Performance Security equal to the percentage by which the test result falls short of 100% (e.g., if the test result is 92%, FPL may draw 8% of the Completion/Performance Security). If any such test result is equal to or greater than 80% of the expected Committed Capacity but less than 90% of the expected Committed Capacity, then FPL may draw a percentage of the Completion/Performance Security that is two times the percentage by which the test result falls short of 100% (e.g., if the

test result is 82%, FPL may draw 36% of the Completion/Performance Security). If any such test result is less than 80%, then FPL may draw the entire amount available under the Completion/Performance Security. If, during the Delivery Term, any such Capacity Test result is less than 70% of the then-applicable Committed Capacity, FPL may: (i) draw the entire amount available under the Completion/Performance Security; and, (ii) be entitled to terminate this Contract upon thirty (30) days prior written notice to the QS, with no further liability of either Party. During any such 30-day period, the QS may conduct up to two (2) additional Capacity Tests, and if it achieves a result greater than 70% of the then-applicable Committed Capacity in such a subsequent test then FPL shall not have the right to terminate this Contract. For the avoidance of doubt, QS shall not be required to replenish the Completion/Performance Security notwithstanding any draws thereon by FPL.

9. If after the Capacity Delivery Date the Facility fails for twelve (12) consecutive months to maintain an Annual Capacity Billing Factor, as described in Appendix B, of at least 70%, then FPL shall be entitled to terminate this Contract upon thirty (30) days prior written notice to the QS. The QS shall have no other liability in the event of a failure to achieve the Annual Capacity Billing Factor.

10. If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section E,1 (as such level may be reduced by Sections E,2 and E,3) within twelve (12) months following the occurrence of such event of Force Majeure, then FPL may terminate this Contract upon thirty (30) days prior written notice to the QS, with no further liability of either Party.

11. If after the Capacity Delivery Date, FPL's capacity payment is zero under Section 1.A of Appendix B for a period of six (6) consecutive months, then the QS may terminate this Agreement upon thirty (30) days prior written notice with no further liability of either party.

12. Notwithstanding anything to the contrary herein, if this Contract is terminated pursuant to Section E,11 neither QS nor QS's affiliates may sell, market, or deliver any energy, capacity, Green Attributes associated with or attributable to the Facility to a party other than FPL for a period of eighteen (18) months following the applicable termination date, unless prior to selling, marketing, or delivering such energy, capacity, Green Attributes, or entering into the agreement to sell, market, or deliver such energy, capacity, Green Attributes to a party other than FPL, QS or QS's affiliates provides FPL with a one-time written offer to sell the energy, capacity, Green Attributes to FPL on terms and conditions materially similar to the terms and conditions contained in this Contract and FPL fails to accept such offer within thirty (30) business days of FPL's receipt thereof.

F. Testing Procedures

1. The initial Committed Capacity Test must be completed by the QS within a sixty-hour period (the "**Demonstration Period**"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by means of a written notice to FPL delivered at least thirty (30) days prior to the start of such Demonstration Period. The QS may change the Demonstration Period upon written notice to FPL and upon FPL's

written consent to such change. If the QS requests a second or third Committed Capacity Test prior to the Expected Capacity Delivery Date, the QS shall provide no less than seven (7) days advance written notice to FPL (FPL may, in its discretion, waive such notice period) and the results of the last of any such subsequent Committed Capacity Test shall be determinative of the Facility's Committed Capacity. The provisions of the foregoing sentences shall not apply to any Committed Capacity Test required by FPL pursuant to this Contract. FPL shall have the right to be present onsite to monitor any Committed Capacity Test required or permitted under this Contract.

2. Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "**Committed Capacity Test Period**") at the highest sustained net kW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. The Committed Capacity Test shall be conducted utilizing as the sole fuel source landfill gas, which is presently a fuel or energy source included in the definition in Section 366.91, Florida Statutes. The Committed Capacity Test Period shall commence at the time designated by the QS pursuant to Section F,1 or at such time requested by FPL pursuant to Section E,3; provided, however, that the Committed Capacity Test Period may be adjusted subject to FPL's prior written approval.

3. Normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchanges, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Normal deliveries of the contracted quantity and quality of cogenerated steam to the steam host, if any, shall be required during the Committed Capacity Test Period.

4. The Committed Capacity of the Facility shall be the average net capacity (generator output minus auxiliary) measured over the Committed Capacity Test Period.

5. The Committed Capacity Test shall be performed according to standard industry testing procedures for the appropriate technology of the QS.

6. Except as otherwise provided herein, results of any Committed Capacity Test shall be submitted to FPL by the QS within seven (7) days of the conclusion of the Committed Capacity Test.

G. Payment for Electric Energy, Committed Capacity and Green Attributes

1. FPL agrees to pay the QS for electric energy generated by the Facility and delivered to FPL in accordance with the rates and procedures contained in Appendix A (Energy and Capacity Rates).

2. FPL agrees to pay the QS for the Committed Capacity in accordance with the rates and procedures contained in Appendix A (Energy and Capacity Rates).

3. FPL agrees to pay the QS for any and all Green Attributes generated by the Facility at a flat rate of 0.325¢ per KWH for every kilowatt-hour of Green Attributes produced through December 31, 2018. For the remaining five years of the Term, the QS shall sell and FPL shall buy Green Attributes at a rate based on a "U.S. RECs index" agreed to by the Parties. The rate shall be adjusted quarterly based on changes in such index, provided that in no event shall the price paid by FPL be more than 25% higher or lower than 0.325¢ per KWH. The Parties shall attempt in good faith to agree on a "U.S. RECs index" to use as the basis for the post-2018 price for Green Attributes on or before June 30, 2018. If the Parties fail to agree on an index by such date (a "**Dispute**"), then the Parties agree that such Dispute shall be finally settled by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitrations ("**CPR Rules**") then currently in effect. Either Party may commence arbitration of a Dispute at any time by delivering written notice to the other Party which includes a statement of that Party's position and a summary of arguments supporting that position (the "**Arbitration Notice**"). The arbitration shall be conducted by three arbitrators (the "**Arbitrators**"), each of whom shall have expertise regarding prevailing market pricing for Green Attributes. Within ten (10) Days of receipt of the Arbitration Notice, QS and FPL shall each designate an arbitrator and shall notify the other Party of its selection (the "**Party Appointed Arbitrators**"). Within ten (10) Days of their selection, the Party Appointed Arbitrators will select a third arbitrator (the "**Chair**") who will be the chairperson of the panel of Arbitrators. In the event no such agreement can be reached, the CPR Rules shall govern the appointment of the Chair. The arbitration panel shall be instructed to render a decision regarding the Dispute within thirty (30) days after the Parties have submitted the Dispute to the arbitration panel. Any decision or award of the arbitration panel shall be in writing and shall state findings of fact supporting the basis for the award. The award shall be final and binding upon the Parties and judgment may be entered upon the determination of the arbitration panel in any court having jurisdiction over the Party against which such determination is to be enforced. The cost of any determination (including the fees and expenses of the arbitration panel) shall be borne equally by QS and FPL. The Parties shall cooperate and provide the arbitration panel with access to such records and with such information as the arbitration panel may reasonably request. The Parties agree that this process shall be the exclusive method to resolve disputes with respect to the appropriateness of the pricing of the Green Attributes.

4. Payments due the QS for energy, Committed Capacity and Green Attributes will be made by FPL monthly and normally by the thirtieth business day following the end of the billing period. A statement of the kilowatt-hours sold by the QS and the applicable avoided energy rate at which payments are being made shall accompany the payment to the QS. Interest shall accrue daily on any amount that is unpaid by the due date at the lesser of (a) the per annum rate of interest equal to the most recent annual Federal Funds Effective Rate as reported by the Federal Reserve, plus five percent (5%) or (b) the maximum rate permitted by applicable law (the "**Interest Rate**"). If FPL fails to make any Payment when due, the QS may terminate this Contract upon sixty (60) days prior written notice to FPL. Such notice shall specify the amount due. FPL may cure by making the payment due together with accrued interest to the QS during such 60-day period, in which event the QS shall no longer be entitled to terminate the Contract under this Section G.4. The QS's right of termination hereunder shall not apply if all overdue amounts alleged by the QS are disputed by FPL and FPL provides written notice of such dispute to the QS within such 60-day period.

5. A party may, in good faith, dispute the correctness of any statement, any adjustment to a statement or payment, rendered under this Contract or adjust any statement for any arithmetic or computational error within twelve (12) months of the date the statement, or adjustment to a statement, was rendered. In the event a statement or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the statement shall be required to be made when due, with notice of the objection given to the other party. Any statement dispute or statement adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the party receiving such overpayment from subsequent payments. Any dispute with respect to a statement is waived unless the other Party is notified in accordance with this Section G,5 within twelve (12) months after the statement is rendered or any specific adjustment to the statement is made. If a statement is not rendered within twelve (12) months after the close of the month during which performance hereunder occurred, the right to payment for such performance is waived.

H. Electricity Production and Plant Maintenance Schedule

1. No later than sixty (60) days prior to the Capacity Delivery Date and prior to April 1 of each Contract Year thereafter during the term of this Contract, the QS shall submit to FPL in writing a detailed plan of the amount of electric energy anticipated to be generated by the Facility and delivered to FPL for each month of the following calendar year, including the time, duration and magnitude of any scheduled maintenance period(s) or reductions in Committed Capacity.

2. By October 31 of each Contract Year, FPL shall notify the QS in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If FPL rejects any of the requested scheduled maintenance periods, FPL shall advise the QS of the time period closest to the requested period(s) when the outage(s) can be scheduled. The QS shall only schedule maintenance outages during periods approved by FPL, and such approval shall not be unreasonably withheld. Once a maintenance schedule has been established and approved by FPL, either Party may request a change to such maintenance schedule and, except when such event is due to Force Majeure, approval for such revised maintenance schedule shall not be unreasonably withheld or delayed. Any scheduled maintenance outage shall be consistent with the manufacturer's recommendation of maintenance outage days for the technology and equipment used by the Facility; provided, such number of days is considered reasonable by industry standards and the outage does not exceed two (2) fourteen (14) day intervals (one outage in the Spring and one outage in the Fall), in any calendar year (a "**Scheduled Maintenance Period**"). In no event shall maintenance periods, with the exception of standard replacement maintenance necessary to conduct such tasks as unit oil change, spark plug gapping or change-out, or fuelgas valve change-out, be scheduled during the following periods: (i) June 1 through and including October 31, and (ii) December 1 through and including February 28 (or 29 as the case may be). The Parties recognize that the QS does not control the maintenance or

maintenance schedule of the landfill gas collection system, blowers or flare at the Lena Road Landfill.

3. The QS shall comply with reasonable requests by FPL regarding day-to-day and hour-by-hour communication protocols between the Parties relative to electric energy production and maintenance scheduling.

4 Operation and Control.

a. Power supplied by the QS hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of 23,000 volts (23 kV) and power factor in the range of 85% lagging to 85% leading as measured at the interconnection point to maintain system operating parameters, as specified by FPL.

b. The QS shall operate the Facility with all necessary system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, FPL's system, except for normal testing and repair in accordance with good engineering and operating practices. The QS shall provide adequate system protection and control devices to ensure safe and protected operation of all energized equipment during normal testing and repair. The QS shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to FPL prior to returning the equipment to service. The specifics of the unit functional trip test will be consistent with good engineering and operating practices.

c. If for any reason the Facility is separated from the FPL system, under no circumstances shall the QS reconnect the Facility to FPL's system without first obtaining FPL's prior written approval.

d. During the Delivery Term, the QS shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder and in accordance with applicable law and prudent utility practices. Additionally, during the Delivery Term, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with FPL. The QS shall ensure that operating personnel are on-site during normal business hours Monday through Friday and available by telephone and electronically at all other times.

e. FPL recognizes that the Facility will rely on landfill gas as fuel, and that the QS will not have the capability to store landfill gas. FPL confirms that it has no right to control the output or capacity of the Facility except as specifically set forth in Sections H,4,f; H,4,g; and H,4,h herein, or as otherwise required by law.

f. FPL shall not be obligated to purchase and receive, and may require curtailed or reduced deliveries of, electric energy or Committed Capacity to the extent necessary to maintain the reliability and integrity of any part of FPL's system, or in the event that FPL determines, in its sole discretion, that a failure to do so is likely to endanger life or property, or is

likely to result in significant disruption of electric service to FPL's customers. If practicable, FPL shall give the QS prior notice of its intent to refuse, curtail or reduce FPL's acceptance of electric energy or Committed Capacity and will act reasonably to minimize the frequency and duration of such occurrences.

g. After providing notice to the QS, FPL shall not be required to accept or purchase electric energy from the QS during any period in which, due to operational circumstances, acceptance or purchase of such electric energy would result in FPL's incurring costs greater than those which it would incur if it did not make such purchases (an "**Operational Notice**" period). An example of such an occurrence would be a period during which the load being served is such that the generating units on line are base load units operating at their minimum continuous ratings and the purchase of additional electric energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. FPL shall give the QS as much prior notice as practicable of its intent not to accept electric energy pursuant to this Section.

h. Control of Committed Capacity and associated electric energy shall be the responsibility of the QS and consistent with the Facility's Operating Characteristics as set forth in Appendix C. FPL may require during certain periods, by oral, written, or electronic notification that the Facility reduce its output to a level that is below the Committed Capacity but is not lower than the Facility's Minimum Load (a "**Reduced Delivery Hour**"). FPL shall provide as much notice as practicable, normally such notice will be of at least four (4) hours. The frequency of such request shall not exceed eighteen (18) times per calendar year and the duration of each request shall not exceed four (4) hours. FPL shall use reasonable efforts to minimize the frequency and duration of such requests.

i. Notwithstanding anything to the contrary contained herein, FPL's exercise of its rights under this Article H shall not give rise to any liability on the part of FPL, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.

I. Completion/Performance Security

1. As security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations hereunder through the first (1st) anniversary of the Capacity Delivery Date, the QS shall provide FPL or cause to be provided to FPL an unconditional, irrevocable, standby letter of credit(s) with an expiration date no earlier than the end of the first (1st) anniversary of the Capacity Delivery Date (or the next business day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Rating of A- or higher by S&P or A3 or higher by Moody's (a "**Qualified Issuer**"), in form and substance acceptable to FPL (including provisions (i) permitting partial and full draws and (ii) permitting FPL to draw in full if such letter of credit is not renewed or replaced as required by the terms hereof at least thirty (30) business days prior to its expiration date) ("**Letter of Credit**"). Such Letter of Credit shall be provided in the amount and by the date listed below:

\$30.00 per kW (for the number of kW of Committed Capacity set forth in Section E,1) to be delivered to FPL within thirty (30) calendar days of the execution of this Contract by the Parties hereto.

"**Credit Rating**" means with respect to any entity, on any date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P.

"**Moody's**" means Moody's Investors Service, Inc. or its successor.

"**S&P**" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its successor.

2. FPL shall have the right to monitor the financial condition of the issuer of a Letter of Credit. In the event the issuer of a Letter of Credit no longer qualifies as Qualified Issuer, FPL may require the QS to replace the Letter of Credit. The replacement Letter of Credit must be issued by a Qualified Issuer within thirty (30) calendar days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section I,2 shall be grounds for FPL to draw in full on the existing Letter of Credit and to exercise any other remedies it may have hereunder.

3. If an Event of Default under Article L occurs before the first (1st) anniversary of the Capacity Delivery Date, FPL shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the then-applicable Completion/Performance Security.

4. If the Capacity Delivery Date occurs on or before the Expected Committed Capacity Date (or such later date as permitted by FPL) and the initial Committed Capacity is at least ninety percent (90%) of the Expected Capacity, then the QS shall be entitled to reduce the amount of the Completion/Performance Security to an amount equal to \$15.00 per kW (for the number of kW of expected Committed Capacity set forth in Section E.1).

J. Intentionally left blank

K. Performance Factor

FPL desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of FPL's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

L. Default

Each of the following shall constitute an Event of Default (unless excused by an event of Force Majeure):

1. The Facility is not constructed to meet the capabilities set forth in Article A of this Contract or the QS changes or modifies the Facility's location or fuel source without prior written approval from FPL.

2. The QS fails to provide Completion Security in the timeframe set forth in Article I.

3. During the Delivery Term, QS sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the electric energy, Committed Capacity or Green Attributes, or any portion thereof, to any party other than FPL.

4. The QS ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days thereafter or if the QS shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due (provided that actions by a Lender to realize on its security shall not constitute such an Event of Default).

5. Any of the representations or warranties made by the QS in this Contract is false or misleading in any material respect as of the time made.

6. The occurrence of an event of default by the QS under the Interconnection Agreement.

7. The failure of QS to perform any material covenant or obligation set forth in this Agreement, except to the extent constituting a separate Event of Default.

M. FPL's Rights in the Event of Default

1. Upon the occurrence of any of the Events of Default in Article L, FPL may, at its option:

a. terminate this Contract, without penalty or further obligation, except as set forth in Section M,2, by at least thirty (30) days prior written notice to the QS and any lender of the QS of which the QS has provided notice to FPL, and offset against any payment(s) due from FPL to the QS, any monies otherwise due from the QS to FPL;

b. enforce the provisions of the Completion/Performance Security requirement pursuant to Article I hereof; or

c. exercise any other remedy which may be available to FPL at law or in equity.

2. Termination shall not affect the liability of either Party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

N. Indemnification, Limits

1. FPL and the QS shall each be responsible for its own facilities. FPL and the QS shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL's and the QS's personnel and equipment, and for the protection of its own generating system. Each Party (the "**Indemnifying Party**") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other Party (the "**Indemnified Party**") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "**FPL Entities**" and "**QS Entities**") from and against any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) caused by, arising out of, or resulting from:

(a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder;

(b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the Indemnified Party's system;

(c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system;

(d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or

(e) any other event or act that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees.

2. Payment by an Indemnified Party will not be a condition precedent to the obligations of the Indemnifying Party this Article N. No Indemnified Party under this Article N shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations hereunder in the event of a breach of the foregoing sentence by the Indemnified Party. This Article N shall survive termination of this Agreement.

3. **Limitation on Consequential, Incidental and Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR FPL, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-**

PERFORMANCE OF THIS CONTRACT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THAT THIS SENTENCE SHALL NOT APPLY TO LIMIT THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION N, 3 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

O. Insurance

1. The QS shall procure or cause to be procured, and shall maintain throughout the entire term of this Contract, a policy or policies of liability insurance issued by an insurer with an A.M. Best rating of "A" or better on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS Insurance"). A certificate of insurance shall be delivered to FPL at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's equipment in satisfactory and safe operating condition. Any premium assessment or deductible shall be for the account of the QS and not FPL.

2. The QS Insurance shall have a minimum limit of One Million Dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury (including death) or property damage.

3. In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but FPL and the QS shall enter into negotiations to develop substitute protection which the parties in their reasonable judgment deem adequate.

4. In the event that any policy furnished by the QS is on a "claims made" basis, the coverage period of the policy shall begin no later than the first day that the QS begins site

preparation work prior to construction of the Facility. For all policies furnished on a "claims made" basis, Qualified Seller's providing of such coverage shall survive the termination of the Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. If coverage is on "occurrence" basis, Qualified Seller shall maintain such insurance during the entire term of the Contract.

5. The QS Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to FPL. The QS shall provide FPL with a copy of any material communication or notice related to the QS Insurance within ten (10) business days of the QS's receipt or issuance thereof.

6. The QS shall be designated as the named Insured and FPL shall be designated as an additional named insured under the QS Insurance.

P. Force Majeure

1. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement). Equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility, shall not be considered an event of Force Majeure, unless the event was not reasonably foreseeable, was beyond the QS's reasonable control and was not caused by the negligence or lack of due diligence of the QS or its contractors or suppliers.

2. Except as otherwise provided in this Contract, each Party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure. Notwithstanding the foregoing, if the QS has not achieved the Capacity Delivery Date by the Expected Capacity Delivery Date due to an event of Force Majeure, then the Expected Capacity Delivery Date will be extended by the number of days by which the QS's performance was delayed due to Force Majeure; provided, all extensions of the Expected Capacity Delivery Date due to Force Majeure shall not exceed ninety (90) calendar days in the aggregate ("**Maximum Force Majeure Delay**"). In the event of a Maximum Force Majeure Delay FPL may retain the full Completion/Performance Security and terminate this Agreement and upon such termination this Agreement will forthwith become null and void with no liability or obligation on the part of either Party.

3. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party claiming Force Majeure shall notify the other Party in writing within five (5) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of

commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A Party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The Party claiming Force Majeure shall notify the other Party of the cessation of the event of Force Majeure or of the conclusion of the affected Party's cure for the event of Force Majeure, in either case within two (2) business days thereof.

4. The Party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected Party, and such Party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such Party deems to be unfavorable.

5. If the QS suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to FPL, temporarily adjust the Committed Capacity as provided in Sections P,6 and P,7. Such adjustment shall be effective the first calendar day immediately following FPL's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.

6. If the Facility is rendered completely inoperative as a result of Force Majeure the QS shall temporarily set the Committed Capacity equal to 0 kW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the event of Force Majeure. If the Committed Capacity is 0 kW, FPL shall have no obligation to make capacity payments hereunder.

7. If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the QS shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

8. Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this Contract, upon such cessation or cure, FPL shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this Section P,8. Any Committed Capacity Test required by FPL under this Section P,8 shall be additional to any Committed Capacity Test under Section E,3.

9. During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section P,5 all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committee Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

10. The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with FPL's system if the same is (are) rendered inoperable

due to actions of the QS, its agents, or Force Majeure events affecting the QS, the Facility or the interconnection with FPL. FPL agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by FPL or its agents.

Q. Representations, Warranties, and Covenants of QS

The QS represents and warrants that as of the execution date of this Contract and through the Delivery Term:

1. The QS is a limited liability corporation duly organized and validly existing in good standing under the laws of Delaware and has all necessary power and authority to carry on its business as presently conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. At all times during the Delivery Term, the QS will be duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on FPL.

2. Each of the execution, delivery and performance by the QS of this Contract has been duly authorized by all necessary action on the part of the QS, does not require any approval, except as has been heretofore obtained, of the Managing Member of the QS or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of the QS, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the limited liability company agreement of the QS, or any agreement, judgment, injunction, order, decree or other instrument binding upon the QS, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract.

3. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or FPL.

4. Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

5. There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or

otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment.

6. To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws by the QS or any QS Entities at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

R. General Provisions

1. Project Viability

To assist FPL in assessing the QS's financial and Technical viability, the QS shall provide the information and documents requested in Appendix C or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract, and to the extent the documents are available. All documents to be considered by FPL must be submitted at the time this Contract is presented to FPL. Failure to provide the following such documents may result in a determination of non-viability by FPL.

2. Permits

The QS hereby agrees to obtain and maintain any and all permits, certifications, licenses, consents or approvals of any governmental authority which the QS is required to obtain as a prerequisite to engaging in the activities specified in this Contract.

3. Facility Management

a. If requested by FPL, the QS shall submit to FPL its integrated project schedule for FPL's review within sixty (60) calendar days from the date of the request, and a start-up and test schedule for the Facility at least sixty (60) calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by FPL, the QS shall submit progress reports every calendar month until the Capacity Delivery Date and shall notify FPL of any changes in such schedules within ten (10) calendar days after such changes are determined. FPL shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. FPL's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

b. The QS shall provide FPL with the final designer/manufacture's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct current

elementary diagrams for review and inspection of FPL no later than one hundred eighty (180) calendar days prior to the initial synchronization date.

4. Assignment

a. Except as provided in Section R,4,b, the QS may not sell, assign or transfer this Contract or any interest it may have hereunder, without prior written approval of the FPL, such approval to be not unreasonably withheld, and provided that any such assignment shall not unreasonably interfere with the rights of FPL hereunder. All covenants, terms, conditions, and provisions of this Contract shall be binding upon the parties hereto and shall extend to and be binding upon the successors and permitted assigns of the parties hereto.

b. The QS may assign this Contract and the Facility, without FPL's prior written consent: (i) to an Affiliate that obligates itself in writing to FPL to perform each and every obligation of QS; or (ii) on a collateral basis to a financial institution ("Lender") for the purpose of obtaining construction, working capital, term loan or other types of financing related to the Facility. Upon the request of a Lender, FPL shall execute a consent to collateral assignment or other documents customarily required in connection with a financing, such consent or other documents in a form reasonably satisfactory to FPL. The QS shall notify FPL of any assignment under this Section R,4,b.

c. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and permitted assigns, including any public body which will succeed to or have assigned to it any of the functions of the parties with respect to this Contract, and any reference to QS and FPL shall include a reference to their respective successors, assigns and nominees.

5. Disclaimer

In executing this Contract, FPL does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the QS or any assignee of this Contract.

6. Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

For the QS:

Manatee Green Power, LLC
c/o Bostonia, Inc.
264 Beacon Street, 3rd Floor
Boston, MA 02116
Attn: Peter Flynn

For FPL:

Florida Power & Light Company
P.O. Box 029100
Miami, FL 33102-9100
Attn: Manager, Purchased Power

FPL shall copy any notices to the QS to any Lender of the QS that the QS has notified FPL in writing.

Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. to 4:45 p.m.) to the visitors' entrance at the address below:

Florida Power & Light Company
9250 West Flagler Street
Miami, FL 33174
Attention: Manager, Purchased Power
Resource Assessment and Planning Department

7. Applicable Law

This Contract shall be construed in accordance with and governed by, and the rights of the Parties shall be construed in accordance with, the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, without regard to conflict of law rules thereof.

8. Venue

The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, in the event that jurisdiction for any matter cannot be established in the United States District Court for the Southern District of Florida, in the state court for Palm Beach County, Florida, solely in respect of the interpretation and enforcement of the provisions of this Contract and of the documents referred to in this Contract, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract or any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. The Parties hereby consent to and grant any such court jurisdiction over the persons of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section R,6 hereof or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

9. Waiver of Jury Trial

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONTRACT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION R,9.

10. Taxation

In the event that FPL becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Services determination, through audit, ruling or other authority, such that FPL's payments to the QS for capacity pursuant to this Contract are not fully deductible when paid (additional tax liability), FPL may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. FPL, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments were made. If FPL decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

11. Severability

If any part of this Contract, for any reason, is declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

12. Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing

and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

13. Survival of Contract

This Contract as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

14. Record Retention

The QS agrees to retain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder, and to cause all QS Entities to retain for the same period all such records.

15. No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

16. Set-Off

FPL may at any time, but shall be under no obligation to, set off any and all sums due from the QS against sums due to the QS hereunder.

17. Assistance With FPL FIN 46R Compliance

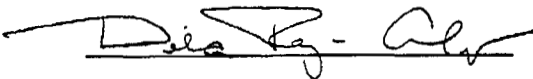
Accounting rules set forth in Financial Accounting Standards Board Interpretation No. 46 (Revised December 2003) ("**FIN 46R**"), as well as future amendments and interpretations of those rules, may require FPL to evaluate whether the QS must be consolidated as a variable interest entity (as defined in FIN 46R), in the financial statements of FPL. The QS agrees to fully cooperate with FPL and make available to FPL all financial data and other information reasonably necessary for FPL to perform that evaluation on a timely basis at inception of the Contract and periodically as required by FIN 46R. If the result of the evaluation under FIN 46R indicates that the QS must be consolidated in the financial statements of FPL, the QS agrees to provide financial statements, together with other required information, as determined by FPL for the inclusion in disclosures contained in the footnotes to the financial statements and in FPL's required filings with the Securities and Exchange Commission ("**SEC**"). The QS shall provide this information to FPL in a timeframe reasonably consistent with FPL's earnings release and SEC filing schedules. The QS also agrees to fully cooperate with FPL and FPL's independent auditors in completing an assessment of the QS's internal controls as required by the Sarbanes-Oxley Act of 2002 and in performing any audit procedures necessary for the independent auditors to issue their opinion on the consolidated financial statements of FPL. FPL will treat

Execution Version

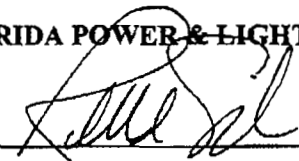
any information provided by the QS in satisfying the requirements of this Section R,17 as confidential information and shall only disclose such information to the extent required by accounting and SEC rules and any applicable laws. All reasonable expenses for the foregoing shall be borne by FPL.

IN WITNESS WHEREOF, the QS and FPL executed this Contract as of the 31st day of October, 2007.

WITNESS:



FLORIDA POWER & LIGHT COMPANY

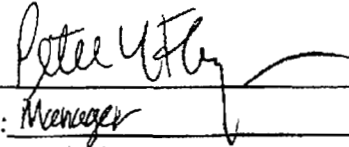
By: 

Title: DIRECTOR
Date: 11/5/07

WITNESS:



MANATEE GREEN POWER, LLC (QS)

By: 

Title: Manager
Date: 11/1/07

APPENDIX A
TO THE CONTRACT FOR PURCHASE OF ENERGY, CAPACITY AND GREEN ATTRIBUTES
BETWEEN FPL and QS

ENERGY AND CAPACITY RATES

SCHEDULE

Firm Capacity, Energy and Green Attributes

CHARACTER OF SERVICE

Service voltage levels and characteristics shall be as specified in the Interconnection Agreement between the QS and FPL.

RATES FOR PURCHASES BY THE COMPANY

Firm Capacity and Energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the value of deferring additional capacity required by the Company. For the purpose of this Schedule, an Avoided Unit has been designated by the Company. The Company's Avoided Unit has been identified as a 160 MW gas combustion turbine unit with an in-service date of January 1, 2009

A. Firm Capacity Rates

QS has selected a normal payment Option. A payment schedule, for the normal payment option as shown below, contains the monthly rate per kilowatt of Firm Capacity which the QS has contractually committed to deliver to the Company and is based on a contract term which extends fifteen (15) years beyond January 1, 2009.

Adjustment to Capacity Payment

The firm capacity rates will be adjusted to reflect the impact that the location of the QS will have on FPL system reliability due to constraints imposed on the operation of FPL transmission tie lines. The amount of such adjustment shall be provided to the QS within sixty days of FPL execution of the Contract.

Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a year-by-year deferral of the Company's Avoided Unit with an in-service date of January 1, 2009.

MONTHLY CAPACITY PAYMENT IN \$/KW/MONTH
2009 COMBUSTION TURBINE AVOIDED UNIT (160 MW)
(\$/KW/MONTH)

<u>Contract Year</u>	<u>Normal Payment*</u> <u>Starting</u> <u>01/01/2009</u>
2009	5.33
2010	5.48
2011	5.64
2012	5.81
2013	5.98
2014	6.16
2015	6.34
2016	6.53
2017	6.72
2018	6.92
2019	7.13
2020	7.34
2021	7.56
2022	7.78
2023	8.01

* Includes the effect of an imputed debt equivalent adjustment pursuant to Rule 25-17.290

B. Energy Rates

(1) Payments Associated with As-Available Energy Costs prior to the Capacity Delivery Date.

Energy Payments based on Actual Energy Costs

The energy rate, in cents per kilowatt-hour (¢/KWh), shall be based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C or successor regulation. Avoided energy costs include incremental fuel, identifiable operation and maintenance expenses, and an adjustment for line losses reflecting delivery voltage. The calculation of the Company's avoided energy costs reflects the delivery of energy from the region of the Company in which the Delivery Point of the QS is located.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

(2) Payments Associated with Applicable Avoided Energy Costs after the Capacity Delivery Date.

The calculation of payments to the QS for energy delivered to FPL on and after the Capacity Delivery Date shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's firm energy rate (¢/KWh); and (b) the amount of energy (KWH) delivered to FPL from the Facility during that hour.

The firm energy rate in cents per kilowatt hour (¢/KWH) shall be, the following on an hour-by-hour basis: the lesser of (a) the as-available energy rate calculated by FPL in accordance with FPSC Rule 25-17.0825, FAC, and FPL's Rate Schedule COG-1, as they may each be amended from time to time and (b) the Company's Avoided Unit Energy Cost. The Company's Avoided Unit Energy Cost, in cents per kilowatt-hour (¢/KWh) shall be defined as the product of: (a) the fuel price in \$/mmBTU as determined from gas prices published in Platts Inside FERC Gas Market Report, first of the month posting for Florida Gas Transmission Zone 3, plus all charges, surcharges and percentages that are in effect from time to time for service under Gulfstream Natural Gas System's Rate Schedule FTS; and (b) an average annual heat rate of 10,400 BTU per kilowatt hour; plus (c) an additional .082¢ per kilowatt hour in 2009 dollars for variable operation and maintenance expenses which will be escalated based on the actual Producer Price Index. All energy purchases shall be adjusted for losses from the point of metering to the Delivery Point. The calculation of the Company's avoided energy cost reflects the delivery of energy from the geographical area of the Company in which the Delivery Point of the QS is located.

DELIVERY VOLTAGE ADJUSTMENT

Energy payments to QS shall be adjusted according to the delivery voltage by the following multipliers:

<u>Delivery Voltage</u>	<u>Adjustment Factor</u>
Transmission Voltage Delivery	1.0000
Primary Voltage Delivery	1.0216
Secondary Voltage Delivery	1.0476

PERFORMANCE CRITERIA

Payments for Firm Capacity are conditioned on the QS's ability to maintain the following performance criteria:

A. Capacity Delivery Date

The Capacity Delivery Date shall be no later than the Expected Delivery Date described in the Contract for Purchase of Energy, Capacity and Green Attributes.

B. Availability and Capacity Factor

The Facility's availability and capacity factor are used in the determination of firm capacity payments through a performance based calculation as detailed in Appendix B to the Contract for the Purchase of Energy, Capacity and Green Attributes between the Parties.

BILLING OPTIONS

The QS has elected to make net sales to the Company.

Payments due the QS will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the QS and the applicable avoided energy rates at which payments are being made shall accompany the payment to the QS.

A statement covering the charges and payments due the QS is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

CHARGES TO ENERGY FACILITY

The QS shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

A. Customer Charges:

<u>Rate Schedule</u>	<u>Customer Charge (\$)</u>	<u>Rate Schedule</u>	<u>Customer Charge (\$)</u>
GS-1	8.24	CST-1	100.74
GST-1	11.27	GSLD-2	155.68
GSD-1	32.05	GSLDT-2	155.68
GSDT-1	38.00	CS-2	155.68
RS-1	5.17	CST-2	155.68
RST-1	8.20	GSLD-3	366.30
GSLD-1	37.55	CS-3	366.30
GSLDT-1	37.55	CST-3	366.30
CS-1	100.74	GSLDT-3	366.30

B. Interconnection Charge for Non-Variable Utility Expenses

The QS shall bear the cost required for interconnection, including the metering. The QS shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a surety bond, letter of credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection cost estimates, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for thirty (30) day highest grade commercial paper, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the QS.

C. Interconnection Charge for Variable Utility Expenses

The QS shall be billed monthly for the variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QS if no sales to the Company were involved.

In lieu of payment for actual charges, the QS may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities. The applicable percentages are as follows:

<u>Equipment Type</u>	<u>Charge</u>
Metering Equipment	0.151%
Distribution Equipment	0.211%
Transmission Equipment	0.115%

TERMS OF SERVICE

- (1) It shall be the QS's responsibility to inform the Company of any change in its electric generation capability.
- (2) Any electric service delivered by the Company to a QS located in the Company's service area shall be subject to the following terms and conditions:
 - (a) A QS shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
 - (b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
 - (i) In the first year of operation, the security deposit should be based upon the singular month in which the QS's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the QS. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
 - (ii) For each year thereafter, a review of the actual sales and purchases between the QS and the Company will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QS exceed the actual sales to the Company in that month.
 - (c) The Company shall specify the point of interconnection and voltage level.
 - (d) The QS must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the QS or its interconnection to the Company's facilities may require modifications to this Interconnection Agreement or the safety and reliability standards contained therein.
- (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

**APPENDIX B
TO THE CONTRACT FOR THE PURCHASE OF
FIRM ENERGY, CAPACITY AND GREEN ATTRIBUTES
BETWEEN FLORIDA POWER & LIGHT COMPANY AND MANATEE GREEN POWER, LLC
PAY FOR PERFORMANCE PROVISIONS-- MONTHLY CAPACITY PAYMENT CALCULATION**

1. Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:

A. In the event that the Annual Capacity Billing Factor ("ACBF"), as defined below, is less than 80%, or the Monthly On Peak Capacity Billing Factor ("MOPCBF") (applicable only for months that include On-Peak Hours) as defined below, is less than 90%, then no Monthly Capacity Payment shall due. That is:

$$MCP = 0$$

B. In the event that the ACBF is equal to or greater than 80% but less than 90%, and the MOPCBF (applicable only for the months that include On-Peak Hours) is equal to or greater than 90%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times [(.05 \times (ACBF - 70)) - (.007 \times (97 - MOPCBF))] \times CC$$

Where:

- MCP= Monthly Capacity Payment in dollars.
- BCP= Base Capacity Payment in \$/kW-Month as specified in Appendix A
- CC= Committed Capacity in kW.
- ACBF = Annual Capacity Billing Factor. This factor is the lesser of: 1) 90% and 2) the value calculated using the 12 month, rolling average of the Monthly Capacity Factor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of calculation, divided by 12. During the first 12 consecutive Monthly Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Billing Factor shall be performed as follows: (a) during the first Monthly Billing Period, the Annual Capacity Billing Factor shall be equal to the Monthly Capacity Factor, (b) thereafter, the calculation of the Annual Capacity Billing Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average Annual Capacity Billing Factor.
- MCF = Monthly Capacity Factor. The sum of (i) the Hourly Factors in the Monthly Billing Period of the Normal Hours (defined below), plus (ii) the Hourly Factors in the Monthly Billing Period of the Reduced Delivery Hours (i.e., hours when FPL requested reduced deliveries pursuant to Section H, 4, g as defined below), plus (iii) the Hourly Factors in the Monthly Billing Period of the Scheduled Maintenance Hours (hours when the Facility is undergoing Scheduled Maintenance as defined below), plus (iv) the Hourly Factors in the Monthly Billing Period of the Operational Notice Hours (hours when FPL is not able to accept deliveries pursuant to Section H, 4, g and to Section H, 4, f, as defined below); divided by the number of hours in the Monthly Billing Period.
- HF = Hourly Factor of Normal Hours in the Monthly Billing Period. Normal Hours are all hours in the Monthly Billing Period with the exception of Reduced Delivery Hours, Scheduled Maintenance Hours and Operational Notice Hours. The energy received during the hour divided by the Committed Capacity. For purposes of calculating the Hourly Factor the energy received shall not exceed the Committed Capacity.
- HFRDH= Hourly Factor of a Reduced Delivery Hour in the Monthly Billing Period. The scheduled energy received divided by the scheduled energy requested. For purposes of calculating the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.
- HFSMH= Hourly Factor of Scheduled Maintenance Hours in the Monthly Billing Period. The 12 month rolling average of the Monthly Capacity Factors ending with the Monthly Billing Period that immediately precedes the start of the Scheduled Maintenance Outage.
- HFONH= Hourly Factor of Operational Notice Hours in the Monthly Billing Period. The Hourly Factor is equal to 1.
- MOPCBF= Monthly On-Peak Capacity Billing Factor. The lesser of 1) 97% and 2) the sum of (i) the Hourly Factors of the Normal On-Peak Hours (defined below), plus (ii) the Hourly Factors of the On-Peak Reduced Delivery Hours, plus (iii) the Hourly Factor of the On-Peak Scheduled Maintenance Hours, plus (iv) the Hourly Factors of the Operational Notice Hours; divided by the number of On-Peak Hours in the Monthly Billing Period.
- MOPHF = Monthly On-Peak Hourly Factor for all Normal On-Peak Hours in the Monthly Billing Period exclude On-Peak Reduced Energy Hours, On-Peak Scheduled Maintenance Hours and On-Peak Operational Notice Hours. The energy received during the On-Peak Hour divided by the Committed Capacity. For purposes of calculating the On-Peak Hourly Factor the energy received shall not exceed the Committed Capacity.
- HFOPRDH = Hourly Factor of an On-Peak Reduced Delivery Hour in the Monthly Billing period. The scheduled energy received during the On-Peak Hour divided by the scheduled energy requested during the On-Peak Hour. For purposes of calculating the Hourly Factor of an On-Peak Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.

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- HFOPSMH=** Hourly Factor of an On-Peak Scheduled Maintenance Hour in the Monthly Billing Period. The 12-month rolling average of the Monthly On-Peak Capacity Billing Factor ending with the Monthly Billing Period that immediately precedes the start of the Scheduled Maintenance Outage.
- HFOPONH=** Hourly Factor of an On-Peak Operational Notice Hour in the Monthly Billing Period. The hourly factor is equal to 1.
- On-Peak Hours =** Those hours occurring July 1 through October 31 from 12 noon to 9:00 p.m. prevailing Eastern time. FPL shall have the right to change such On-Peak Hours by providing the QS a minimum of thirty calendar days' advance written notice.
- Monthly Billing Period =** The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending with the last calendar day of such month.
- Reduced Delivery Hour =** shall represent that period of time, in the denomination of one (1) hour, whereby FPL has requested reduced output pursuant to Section H, 4, h plus 2 additional hours consisting of the hour immediately preceding the first hour of the Reduced Delivery Period and the hour that immediately follows the Reduced Delivery Period.
- Operational Notice Hour =** shall represent that period of time, in the denomination of one (1) hour, whereby FPL does not accept deliveries due to either the occurrence of an emergency condition pursuant to Section H, 4, g or due to an operational circumstance pursuant to Section H, 4, h plus 2 additional hours consisting of the hour immediately preceding the first hour of the Operational Notice Period and the hour that immediately follows the Operational Notice Period
- Scheduled Maintenance Hour =** shall represent that period of time, in denomination of one (1) hour, whereby maintenance activities have been scheduled and are conducted in accordance with "Scheduled Maintenance", pursuant to Section H.2.

APPENDIX C
TO THE CONTRACT FOR PURCHASE OF ENERGY, CAPACITY AND GREEN ATTRIBUTES
BETWEEN FPL and QS
DETAILED PROJECT INFORMATION

I. **FACILITY DESCRIPTION**

- Project Name Manatee Green Power
- Project Location Near Manatee County, Florida Landfill with address at 3333 Lena Road, Bradenton, Florida, 34211
 - ◆ Street Address 3333 Lena Road, Bradenton, Florida 34211
 - ◆ Site Plot Plan per Facility Site Plan dated OCT 2006
 - ◆ Legal Description of Site Not Available

- Generating Technology Reciprocating Engine
- Facility Classification Biomass/LFG
- Primary Fuel Landfill Gas
- Alternate Fuel (if applicable) Not applicable
- Committed Capacity 5,250 kW
- Expected In-Service Date 9-30-08
- Steam Host (for cogeneration facilities) Not applicable
 - ◆ Street Address
 - ◆ Legal Description of Steam Host
 - ◆ Host's annual steam requirements (lbs/yr)

- Contact Person
 - ◆ Individual's Name and Title Peter Flynn (Manager of Bostonia Finance Company, LLC, the Company's Sole Member)
 - ◆ Company Name Manatee Green Power, LLC
 - ◆
 - ◆ Address 264 Beacon Street, 3rd Floor, Boston, MA 02116
 - ◆
 - ◆ Telephone Number 617-437-0150
 - ◆ Telecopy Number 617-437-7080

II. **PROJECT PARTICIPANTS**

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
 - ◆ Project Development Siemens Building Technologies
 - ◆ Siting and Licensing the Facility Siemens Building Technologies
 - ◆ Designing the Facility Siemens Building Technologies
 - ◆ Constructing the Facility Siemens Building Technologies
 - ◆ Securing the Fuel Supply Manatee Green Power, LLC
 - ◆ Operating the Facility Siemens Building Technologies

The QS has not developed any other electric generation facilities.

III. FUEL SUPPLY

- Fuels
The single fuel to be used to generate electricity at the Facility is landfill gas, with a primary constituent of an expected level at/about 50% methane, as produced by the Manatee County Lena Road Landfill in Bradenton, FL. The landfill gas is consumed as it is produced by and direct from the landfill; as such, there are no fuel storage capabilities.

IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
 - ◆ Ramp Rate (MW/minute) 2.1 MW/min
 - ◆ Peak Capability (% above Committed Capacity) 0%
 - ◆ Minimum power level (% of Committed Capacity) 50%
 - ◆ Facility Turnaround Time, Hot to Hot (hours) 0.2 hours
 - ◆ Start-up Time from Cold Shutdown (hours) 0.2 hours
 - ◆ Unit Cycling (# cycles/yr) Not Applicable
 - ◆ MW and MVAR Control-- The power (MW) will remain constant as a function of the engine control system. Under normal circumstances (meaning that the utility does not request the facility to operate at a power factor lower than 0.8 lagging) the sizing of the generator set will be such that the kW transfer to the mains will be limited by the engine (via the DI.ANE control system) and its fuel system ("carburetor"). The (MVAR) control in mains parallel operation is performed by the system power factor controller. If the measured reactive current rises above the set-point, then the power factor controller acts to reduce the internal set-point; likewise if the measured reactive current is lower than the demand then the reverse action takes place. This is accomplished by adjusting the excitation of the generator to keep the power factor constant. This can be accomplished for any pre-determined power factor between 0.8 lagging to 1.0.

V. SITING AND LICENSING

- Permits, licenses and variances required.

Emissions permitting – 1st Phase: permit authorization to construct. The Florida Department of Environmental Protection has granted permit no. 0810055-006-AC to Manatee County. This permit authorizes construction and initial operation of (3) landfill gas fired reciprocating engine generators at the Manatee County Lena Road Landfill.

Emissions permitting -2nd Phase: operation permit revision. In accordance with the permit authorization to construct, an application to revise the Title V operation permit for the landfill to include the provisions of the construction permit will be submitted to the Florida Department of Environmental Protection no later than 180 days after any one of the generator engines commences operation.

Wetlands permitting – Part 1 of 2: electrical interconnect cable construction. Nationwide Permit - Army Corps of Engineers. Fil

Wetlands permitting – Part 2 of 2: electrical interconnect cable construction. Noticed General Permit - Florida Department of Environmental Protection. Filing scheduled during final design phase.

VI. FACILITY DEVELOPMENT AND PERFORMANCE

- Schedule.

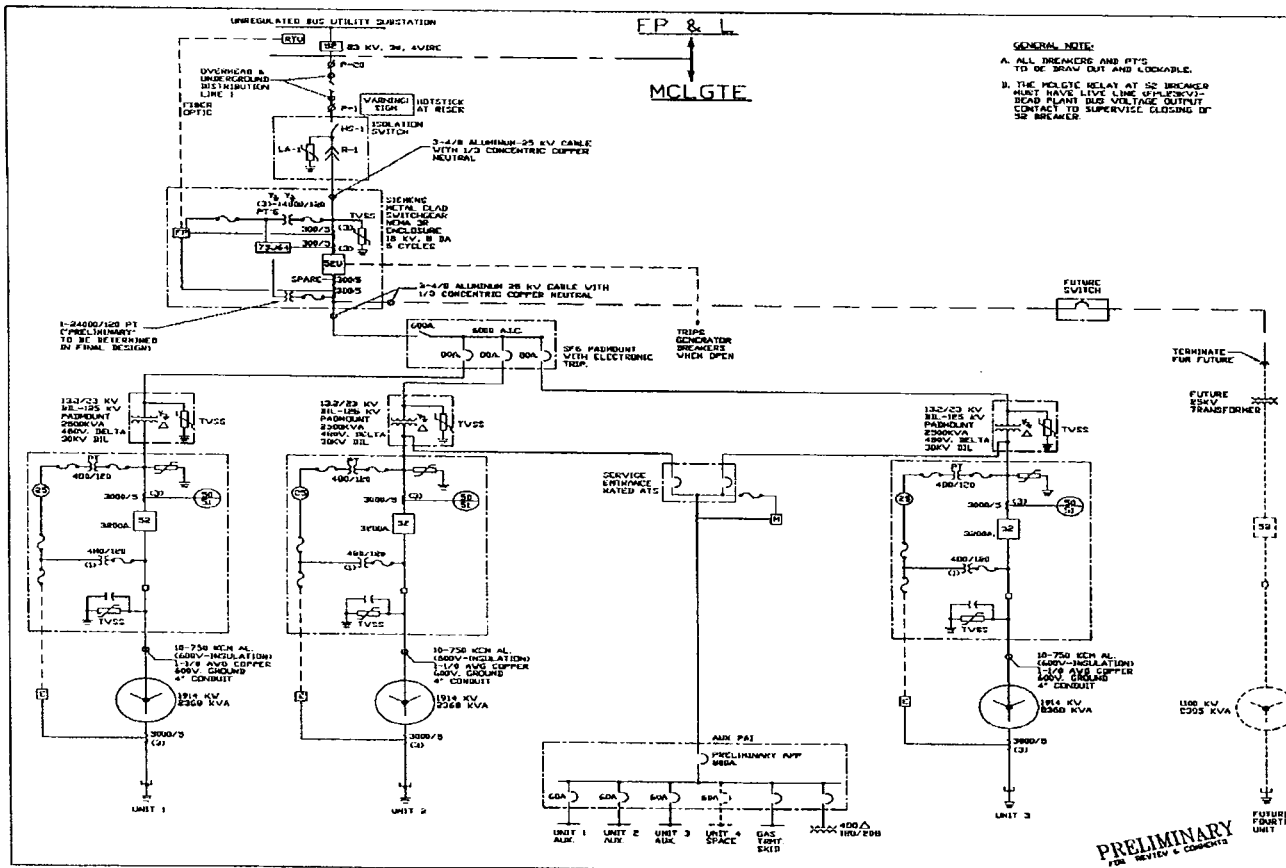
The implementation and commencement of commercial operations of the Facility will include an anticipated 12 month period for detailed engineering, procurement, and installation of Facility systems; to be immediately followed by an estimated 1 month period for comprehensive system check-out, commissioning and certification.

- Major Equipment

Generation technology will be comprised of the Jenbacher model J616GS-E21 reciprocating engine-generator, with manufacturer's design heat rate of at/about 8,700 btu/kw, and a single unit capacity of 1,914 kW at 1.0 power factor, 480 volt. Proposed environmental control technology will consist solely of on-board combustion control systems to optimize fuel usage and minimize emissions. Projected emissions are as presented in the application for permit to construct to the Florida Department of Environmental Protection.

- Electrical one line diagram

A preliminary electrical design one-line diagram of the Facility follows.



GENERAL NOTE:
 A. ALL BREAKERS AND PT'S TO BE DRAWN OUT AND LOCKABLE.
 B. THE MCLGTE RELAY AT 50 BREAKER MUST HAVE LIVE LINE (132KV)-DEAD PLANT BUS VOLTAGE OUTPUT CONTACT TO SUPERVISE CLOSING OF 50 BREAKER

SYMBOL	DESCRIPTION
(Symbol)	TRANSFORMER
(Symbol)	BELTA CONFIGURATION
(Symbol)	GROUNDING VITE CONFIGURATION
(Symbol)	HIGH-VOLTAGE VOLTAGE SWITCH
(Symbol)	250-5000V/150V BREAKER
(Symbol)	300V/150V BREAKER
(Symbol)	DISCONNECT SWITCH
(Symbol)	NO-HOT STICK OPERATION
(Symbol)	FLORIDA POWER RELAYING CABINET
(Symbol)	METER
(Symbol)	INSTANTANEOUS FINE OVERCURRENT RELAY
(Symbol)	CIRCUIT BREAKER
(Symbol)	POTENTIAL TRANSFORMER
(Symbol)	400V/150V RATED UNLESS NOTED OTHERWISE
(Symbol)	CURRENT TRANSFORMER
(Symbol)	TRANSIENT VOLTAGE SURGE SUPPRESSOR
(Symbol)	GROUND
(Symbol)	FIBER OPTIC LINK
(Symbol)	GENERATOR
(Symbol)	TERMINAL BUS
(Symbol)	DIAGNOSIS FEEDBACK MANAGEMENT RELAY OR EQUIVALENT
(Symbol)	UTILITY POLE/LEG DESIGNATED ON PLANS
(Symbol)	SYNCH-CHECK RELAY
(Symbol)	ENGINE CONTROL POWER (DATA HIGHWAY)
(Symbol)	DEVICE QUANTITY
(Symbol)	REMOTE TERMINAL UNIT
(Symbol)	MANATEE COUNTY LANDFILL GAS TO CLEGGHOLLY GENERATING FACILITY

SIEMENS
 10111 Riverchase Circle
 Atlanta, Georgia 30328
 LICENSED P.E. 001181
 800-441-5555 FAX 404-881-7874

DATE: 01/11/01
 DRAWING NO: 208277
 PROJECT: MANATEE COUNTY LANDFILL GAS TO CLEGGHOLLY GENERATING FACILITY
 SHEET: ONE-LINE DIAGRAM

DRAWING NUMBER: **E-1**

SHEET OF

INTERCONNECT ONE-LINE DIAGRAM
 NO SCALE
 SCREENED ITEMS ARE BY OTHERS.
 BOLD LINES ARE PROPOSED.

PRELIMINARY FOR REVIEW & COMMENTS

VII. FINANCIAL

Annual Project Revenues and Expenses

INCOME STATEMENT	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total
Availability Factor																	
Volume - mWh Sold		43,724	43,724	43,724	43,724	43,724	43,724	43,724	43,724	43,724	43,724	43,724	43,724	43,724	43,724	43,724	655,858
Revenue																	
Energy		3,229,415	3,114,852	2,826,175	2,650,549	3,036,712	3,135,330	3,222,042	3,380,338	3,515,707	3,659,563	3,867,441	3,888,208	4,067,438	4,189,124	4,273,352	62,417,268
Green Attributes (RECs)		71,051	71,051	71,051	71,051	71,051	71,051	71,051	71,051	71,051	71,051	71,051	71,051	71,051	71,051	71,051	1,085,769
Sale of Tax Credit (PTCs)		176,535	176,535	176,535	176,535	176,535	176,535	176,535	176,535	176,535	176,535						1,785,351
Operating Cost																	
LPG Charges		828,824	828,824	828,824	828,824	828,824	828,824	828,824	828,824	828,824	828,824	828,824	828,824	828,824	828,824	828,824	9,444,357
Plant Operator Labor Cost		115,188	62,378	83,935	85,431	87,987	86,144	70,482	12,224	74,030	76,860	77,777	78,722	81,715	83,158	85,852	1,143,963
Scheduled & Unscheduled Maintenance		1,030,868	975,348	988,732	1,024,725	1,050,943	1,076,602	1,103,517	1,131,105	1,158,382	1,186,387	1,218,076	1,248,528	1,279,741	1,311,795	1,344,628	17,142,585
Consumables- Electricity																	
Insurance																	
Equipment Liability		108,741	112,465	115,297	118,179	121,134	124,162	127,268	130,448	133,708	137,052	140,478	143,988	147,580	151,278	155,061	1,987,689
Property Tax																	
General & Administration		41,458	40,014	41,015	42,040	43,081	44,168	45,273	46,404	47,565	48,754	49,973	51,222	52,502	53,815	55,160	702,455
Operating Cost Contingency		42,053	41,587	42,837	43,703	44,785	45,816	47,063	48,240	49,446	50,682	51,949	53,247	54,578	55,943	57,342	728,188
Project Company Expense		120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000						1,200,000
Expense Sensitivity Adjustment																	
EBITDA as % of Revenue		48.8%	48.9%	42.9%	43.2%	43.8%	44.5%	45.2%	46.0%	47.5%	48.3%	48.0%	48.4%	48.8%	48.1%	49.4%	41.1%
Depreciation & Amortization		580,541	580,541	580,541	580,541	580,541	580,541	580,541	580,541	580,541	580,541	580,541	580,541	580,541	580,541	580,541	7,547,037
EBIT as % of Revenue		34.6%	33.9%	26.4%	27.1%	29.1%	29.3%	30.3%	31.6%	33.7%	36.2%	34.1%	34.8%	35.5%	48.1%	49.4%	34.7%
Interest Expense		514,976	488,477	469,087	479,872	387,088	387,178	324,780	294,713	241,788	185,802	148,536	83,754	37,207			3,977,058
EBIT as % of Revenue		21.9%	21.3%	13.3%	15.1%	17.4%	18.8%	22.0%	24.8%	28.0%	31.8%	30.6%	32.6%	34.7%	49.1%	48.4%	28.2%
Taxes	40.0%	358,158	330,534	187,785	217,488	258,807	300,627	343,828	396,730	472,315	585,221	510,107	557,684	607,447	661,578	908,185	6,895,332
Net Income as % of Revenue	na	13.2%	12.8%	8.0%	8.1%	10.4%	11.9%	13.2%	14.7%	18.8%	19.4%	18.3%	19.8%	20.8%	20.4%	23.6%	18.9%