

OPT OUT AGREEMENT

This OPT OUT AGREEMENT (this "Agreement") is made _____, 2016 (the "Effective Date"), by and between Clear River Energy LLC, a Delaware limited liability company of 1 S. Wacker Drive, Suite 1800, Chicago, IL 60606 ("Developer"), and _____ of _____ ("Owner"). Developer and Owner are each a "Party" and collectively the "Parties" to this Agreement.

RECITALS

WHEREAS, Developer has been granted a license to develop, construct and operate a combined-cycle natural gas fired thermal energy facility in Burrillville, Rhode Island (the "Project");

WHEREAS, Owner owns certain real property near the Project commonly known as _____ and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Owner has opted to forego and waive the option of execution of a Property Value Guarantee Agreement with Developer and instead would like to be involved in the Project by way of this Agreement and the Opt Out Payment more particularly described herein; and

WHEREAS, Owner desires to accept the Opt Out Payment on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Opt Out Payment.** Developer shall pay to Owner a single one-time payment of Five Thousand dollars (\$5,000) (the "Opt Out Payment") to be paid by Developer within thirty (30) days after the Effective Date.

2. **Waiver.** As consideration for the Opt Out Payment, Owner on behalf of itself, and its successors and assigns in ownership of the Property, hereby expressly waives the option to enter into a Property Value Guarantee Agreement with Developer. Owner specifically does not, however, waive or release any claim that may arise for a breach of this Agreement. As used herein, "Developer Parties" means Developer's affiliates, and their members, managers, officers, directors, shareholders, employees, contractors, agents, insurers, lenders, investors, beneficiaries, and the successors and assigns of any of the foregoing. As used herein, "Owner Parties" means Owner's principals, employees, servants, guests or invitees.

3. **Authority.** Each Party represents and warrants that it has authority to execute, deliver and perform this Agreement. Owner further represents and warrants that it is the sole owner of the Property and has not assigned, pledged or otherwise transferred any claim released by this Agreement.

4. **General.**

a. **Confidentiality.** Owner agrees to keep confidential the existence and terms and conditions of this Agreement, including, without limitation, the Opt Out Payment (collectively, the "Confidential Information"), and not to disclose the Confidential Information to any person except to Owner's accountants, attorneys, employees, consultants and agents it being understood and agreed that all such persons shall be informed by Owner of the confidential nature of all such information and shall direct all such persons to treat such information confidentially. It is further understood and agreed by Owner that money damages would not be a sufficient remedy for any breach of this confidentiality agreement, and that Developer shall be entitled, in addition to all other remedies at law and in equity, to specific performance and injunctive or other equitable relief as a remedy for any such breach without the necessity of posting bond.

b. Governing Law and Forum. This Agreement shall be interpreted under the laws of the State of Rhode Island without regard to conflicts of laws rules. The Parties agree that Providence County Superior Court in Providence, Rhode Island shall have exclusive jurisdiction and venue over all controversies arising under this Agreement. In the event any action is brought to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs. This Agreement shall not be construed as an admission by any Party of liability or the validity or invalidity of any Party's claims or defenses in any action or proceeding. Neither this Agreement's terms nor the fact of this Agreement shall be offered or received in evidence or be admissible for any reason in any form in any action or proceeding in any court or tribunal (other than an action to enforce the terms hereof), or used, publicized or disclosed in any manner as an admission, concession or evidence of any liability or wrongdoing of any nature by any Party.

c. Entire Agreement, Amendment, Successors and Assigns and Third Party Beneficiaries. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the Parties, whether written or oral. This Agreement may not be amended or modified except by written instrument signed by each of the Parties hereto. This Agreement is binding upon and shall inure to the benefit of the Parties, and any and all of their successors and assigns. All persons and entities released in Section 2 are intended third-party beneficiaries of this Agreement.

d. Construction and Execution. Each Party acknowledges and agrees that it has read and understands this Agreement and is only executing this Agreement after its own independent investigation and without fraud, duress, or undue influence. The headings in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms or provisions shall not be affected and the illegal, invalid or unenforceable part, term or provision shall be deemed not to be part of the Agreement. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

[Signature Page Follows]

Each of the Parties has executed this Agreement as of the Effective Date.

Owner:

By: _____
Name: _____

Developer:

Clear River Energy LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

[Opt Out Agreement]

Exhibit A

The Property