

AMENDED AND RESTATED  
COMMUNITY SUPPORT AGREEMENT

This AMENDED AND RESTATED COMMUNITY SUPPORT AGREEMENT ("Amended and Restated Community Support Agreement") is made and entered into as of January , 2016 by and between the TOWN OF OXFORD, a municipal corporation in the State of Connecticut (the "Town") and CPV TOWANTIC, LLC a limited liability company organized and existing under the laws of the State of Delaware (the "Company").

WITNESSETH

WHEREAS, the Town and the Company have as of this date entered into a Tax Stabilization Agreement;

WHEREAS, the Town and the Company have as of this date entered into an Amended and Restated Development Agreement;

WHEREAS, the Company has paid to the Town \$900,000 for the purchase of a new fire truck or fire apparatus, said \$900,000 payment is hereby acknowledged by the Town. This \$900,000 payment is in addition to the payments outlined in Section 2 below;

WHEREAS, the Company wishes to acknowledge its role as a corporate citizen of the Town and commit to providing an ongoing source of funds to be used for community support programs; and

WHEREAS, the Town wishes to accept such commitment and shall publicly acknowledge the receipt of the Community Support Payments and the Company's commitment to good corporate citizenship on a yearly basis during the term of this Amended and Restated Community Support Agreement.

NOW THEREFORE, in consideration of the mutual covenants, agreements, obligations and undertakings provided for herein, the Town and the Company agree as follows:

**Section 1. Definitions.**

"Tax Stabilization Agreement" means the Tax Stabilization Agreement, of even date herewith, between the Town and the Company.

All defined terms in the Tax Stabilization Agreement shall have the same meaning in this Amended and Restated Community Support Agreement.

**Section 2. Community Support Payments.**

The Company agrees that it shall pay \$1,050,000, payable in twenty-one equal annual installments of \$50,000 beginning on the Semiannual Tax Payment Date occurring in January which next succeeds the Implementation Date, for the purposes of funding community support programs for the benefit of the Town's youth, as determined solely by the Board of Selectmen, including, but not limited to, programs promoting education, safety, health, athletics and the general welfare of the Town's youth. The terms Semiannual Tax Payment Date and Implementation Date shall have the meanings set forth in the Tax Stabilization Agreement.

**Section 3.     Reserved.**

**Section 4.     Billing and Payment.**

All amounts payable under this Community Support Agreement shall be due and payable in the amounts and at the times set forth herein, upon receipt of notice, invoice or any other similar request or demand by the Town.

**Section 5.     Late Payments.**

If the Company fails to make a scheduled payment due hereunder within thirty (30) days following the due date provided for payment, written notice of the payment default shall be sent by the Town to the Company by certified mail, return receipt requested.

**Section 6.     Defaults; Remedies**

It shall be a default by the Company hereunder if a scheduled payment due under Section 2 hereof is not received by the Town within thirty (30) days after delivery by the Town to the Company of the notice described in Section 5 hereof, and interest at the rate of ten percent (10%) per annum shall be due after a default .

**Section 7.     Entire Understanding.**

This Community Support Agreement reflects the entire understanding of the parties hereto and supersedes all previous verbal and written agreements between the parties regarding the subject matter hereof.

**Section 8.     Notices.**

All notices required or permitted under the terms of this Community Support Agreement shall be in writing and can be delivered by hand or by facsimile or registered or certified mail. Notice that is sent by registered or certified mail shall be deemed effective on the second day after deposit in the United States mail, postage prepaid, except as otherwise demonstrated by a signed receipt or facsimile confirmation. Notices may be sent to the following addresses:

If to the Town:

First Selectman  
Town of Oxford  
Town Hall  
486 Oxford Road  
Oxford, CT 06478  
Telephone: (203) 888-2543  
Fax: (203) 888-2136

If to the Company:

CPV Towantic LLC  
c/o Competitive Power Ventures, Inc.

50 Braintree Hill Office Park  
Suite 300

Braintree, MA 02184

Attn: Project Manager

And

CPV Towantic, LLC

c/o Competitive Power Ventures, Inc.

8403 Colesville Road

Suite 915

Silver Spring, MD 20910

Attn: General Counsel

Either party may designate a different notice address by giving notice to the address set forth above.

**Section 9. Amendments; Waivers.**

No modification or amendment of this Community Support Agreement shall be valid or effective unless expressly set forth in an agreement in writing, signed on behalf of each party hereto. If and to the extent the provisions of any modification or amendment shall be unenforceable or void under law, such unenforceable or void provisions shall be disregarded and this Community Support Agreement shall otherwise remain in full force and effect. No waiver, consent or discharge (other than discharge by reason of performance) shall be effected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of such waiver, consent or discharge is sought.

#### **Section 10. Assignability.**

Neither party may assign this Agreement without the written consent of the other party, which shall not be unreasonably withheld, except that the Company may assign this Agreement, without consent, to any company purchasing the Property or the Company, any company owned or controlled by the Company, that owns or controls the Company, or that is owned or controlled by a company that also owns or controls the Company, and to any lender or trustee as collateral for the obligations of the Company or to any lessor (provided that if the Company purports to assign this Agreement to a lessor, such assignment shall only be effective if the Company continues to be obligated hereunder) with respect to financing, refinancing or leasing the CPV Facility. In order to facilitate the obtaining of financing, refinancing or leasing of the CPV Facility, the Town shall execute such consents, agreements and similar documents with respect to a collateral assignment hereof to a lender or trustee as such lender or trustee may reasonably request or with respect to such leasing as a lessor may reasonably request. The Company agrees and shall cause any future assignee to agree to notify the Town as soon as reasonably possible of any direct change in control of the Company. Notwithstanding the foregoing, the Town may assign its rights hereunder to an entity that may be now existing or in the future established by or on behalf of the Town for the purpose of administering community support programs.

#### **Section 12. Successors and Assigns.**

The provisions of this Community Support Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors-in-interest and assigns permitted hereunder. The Company's obligations under this Community Support Agreement are solely its obligations, and no recourse shall be had to any member, affiliate, officer, director, agent or other representative of the Company. The Town agrees to look solely to the assets owned by the Company and the Property for the satisfaction of any of such obligations.

#### **Section 13. Governing Law.**

This Community Support Agreement shall be governed by and construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

CPV TOWANTIC, LLC

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By:

Name: Peter J. Podurgiel

Title:

TOWN OF OXFORD, CONNECTICUT

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By:

Name: George Temple, First Selectman

STATE OF CONNECTICUT)

) ss: Oxford

COUNTY OF NEW HAVEN)

Personally appeared George Temple, First Selectman of the Town of Oxford, Connecticut, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Town, and his free act and deed as such officer, before me.

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Kevin W. Condon

Commissioner of the Superior Court

15 DEC 16 AM 9:37

TOWN OF OXFORD, CT

*Margaret A. West*

TOWN CLERK

COMMONWEALTH OF MASSACHUSETTS )

)

COUNTY OF \_\_\_\_\_ )

Personally appeared Peter J. Podurriel, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said limited liability company, and his free act and deed as such duly authorized signatory, before me.

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Notary Public

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