RESOLUTION NO. WW-7-13-6-R

APPROVAL OF CONSENT TO ASSIGNMENT BY AND BETWEEN MIDDLESEX COUNTY UTILITIES AUTHORITY AND CPV SHORE, LLC

WHEREAS, the Middlesex County Utilities Authority ("MCUA") has executed the following agreements with CPV Shore, LLC ("CPV"): (i) a Design and Construction Agreement dated as of May 1, 2013 between the MCUA and CPV (the "MCUA Design and Construction Agreement") and (ii) an Operating Agreement for the Use of Reclaimed Water dated as of May 1, 2013, between the MCUA and CPV (the "MCUA Operating Agreement"), and together with the MCUA Design and Construction Agreement, (the "Project Agreements"), in each case, regarding the CPV Co-Generation Project ("Project"); and

WHEREAS, pursuant to the Project Agreements, CPV may assign the Project Agreements to lenders providing financing to the Project; and

WHEREAS, CPV has secured financing of the Project and in connection with the financing, has assigned the Project Agreements to the lenders; and

WHEREAS, CPV has requested that the MCUA consent to the assignments and presented a document entitled Consent to Assignment to MCUA General Counsel; and

WHEREAS, General Counsel has revised the Consent to Assignment and CPV and the lenders have agreed to the revised Consent to Assignment; and

WHEREAS, General Counsel and Executive Director recommend that the Commissioners approve the attached Consent to Assignment in substantially the form set forth herein.

NOW THEREFORE BE IT RESOLVED by the Commissioners of the Middlesex County Utilities Authority as follows:

1. For all future reference, the title of this Resolution shall be "Approval of Consent to Assignment by and Between Middlesex County Utilities Authority and CPV Shore, LLC." and all subsequent documents concerning the matters addressed herein shall reference this title.

2. The attached Consent to Assignment is approved in substantially the form set forth herein.

3. The Executive Director is authorized to execute the Consent to Assignment.

4. This Resolution shall take effect upon the expiration of the Freeholder review period in accordance with law.

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CONSENT TO ASSIGNMENT

Dated as of [__________], 2013

made by

MIDDLESEX COUNTY UTILITIES AUTHORITY

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CONSENT TO ASSIGNMENT (this "Consent to Assignment") dated as of [__________], 2013 is entered into by Middlesex County Utilities Authority, a body corporate and politic and a political subdivision of the State of New Jersey (the "Project Party").

CPV Shore Holdings, LLC (the "Borrower"), a limited liability company duly organized and validly existing under the laws of the State of Delaware, directly owns all of the membership interests in CPV Shore, LLC (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Delaware, which holds certain properties, rights and assets in respect of the approximately 725 megawatt natural gas-fired electric generation facility to be located in Woodbridge, New Jersey (the "Project").

The Borrower, the lenders referred to therein (the "Lenders"), the issuing lenders referred to therein (the "Issuing Lenders"), General Electric Capital Corporation, as administrative agent for the Lenders and the Issuing Lenders under the Credit Agreement referred to below (in such capacity, the "Administrative Agent"), and Union Bank, N.A., in its capacity as collateral agent for the First Priority Secured Parties (as defined below) (in such capacity, the "Collateral Agent") (among others) are parties to a Credit Agreement dated as of [_____], 2013 (as amended, amended and restated, modified or otherwise supplemented and in effect from time to time, the "Credit Agreement").

The Borrower, the Collateral Agent and the Administrative Agent (among others) are parties to a Collateral Agency and Intercreditor Agreement dated as of [_____], 2013 (as amended, amended and restated, modified or otherwise supplemented and in effect from time to time, the "First Lien Intercreditor Agreement"), which governs the sharing of collateral and decision-making by the "First Priority Secured Parties" in respect of certain "First Priority Documents" (each as defined in the First Lien Intercreditor Agreement). The First Priority Documents may include, from time to time, the Credit Agreement and certain permitted swap agreements, permitted commodity agreements and first lien security documents. The First Priority Secured Parties may include, from time to time, the Lenders, the Issuing Lenders, the Administrative Agent, the Collateral Agent, certain other agents and the counterparties to certain permitted swap agreements and permitted commodity agreements.

The Company has granted a first lien on substantially all of its assets as collateral security to secure certain obligations under the First Priority Documents, including all of the right, title and interest of the Company under, in and to the Assigned Agreements (as defined below).

The Project Party hereby acknowledges and consents to the assignment by the Company of the Assigned Agreements pursuant to the First Priority Documents, and hereby agrees as follows:

1. Definitions. Terms defined in the Assigned Agreements referred to below are used herein as defined therein. Unless otherwise stated, references herein to any person shall include its successors and permitted assigns and, in the case of any governmental authority, any person succeeding to its functions and capacities.

2. Representations and Warranties. The Project Party hereby represents and warrants that as of the date hereof:

(a) The Project Party is a body corporate and politic and a political subdivision of the State of New Jersey, organized pursuant to N.J.S.A. 40:14B-1, et seq.. The Project Party is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of the business it conducts and the property it owns and intends to conduct and own and in light of the transactions contemplated by (i) the Design and Construction Agreement dated as of May 1, 2013, between the Project Party and the Company (as amended, supplemented or modified and in effect from time to time, the "MCUA Design and Construction Agreement") and (ii) the Operating Agreement for the Use of Reclaimed Water dated as of May 1, 2013, between the Project Party and the Company (as amended, supplemented or modified and in effect from time to time, the "MCUA Operating Agreement", and together with the MCUA Design and Construction Agreement, the "Assigned Agreements"), in each case, regarding the Project. No filing, recording, publishing or other act that has not been made or done is necessary or desirable in order to maintain the existence or good standing of the Project Party or to continue the conduct of its business.

(b) The Project Party has the full power, authority and legal right to execute, deliver and perform its obligations hereunder and under the Assigned Agreements. The execution, delivery and performance by the Project Party of this Consent to Assignment and the Assigned Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary legal action. This Consent to Assignment and the Assigned Agreements have been duly executed and delivered by the Project Party and constitute the legal, valid and binding obligations of the Project Party, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, moratorium, or other similar laws affecting the enforcement of creditors' rights generally and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) The execution, delivery and performance by the Project Party of this Consent to Assignment and the Assigned Agreements do not and will not (i) require any consent or approval of the Project Party or of any other person which has not been obtained and each such consent or approval that has been obtained is in full force and effect, (ii) violate any provision of the organizational documents of the Project Party, (iii) conflict with, result in a breach of or constitute a default under any provision of the organizational documents of the Project Party, or (iv) result in, or require the creation or imposition of, any lien upon or with respect to any of the assets or properties of the Project Party now owned or hereafter acquired.

(d) No authorization of any governmental authority is required for the execution, delivery or performance of this Consent to Assignment and the Assigned Agreements by the Project Party which has not been obtained, and each such authorization that has been obtained is in full force and effect.

(e) There is no action, suit or proceeding at law or in equity by or before any governmental authority, arbitral tribunal or other body now pending or, to the knowledge of the Project Party, threatened against or affecting the Project Party or any of its properties, rights or assets which (i) if adversely determined, individually or in the aggregate, could have a material adverse effect on its ability to perform its obligations hereunder or under the Assigned Agreements or (ii) questions the validity, binding effect or enforceability hereof or of the Assigned Agreements.

(f) The Project Party is not in default under the Assigned Agreements, no such default has occurred prior to the date hereof and the Assigned Agreements are in full force and effect.

(g) After giving effect to the collateral assignment by the Company to the Collateral Agent of the Assigned Agreements pursuant to the First Priority Documents, and after giving effect to the acknowledgment of and consent to such assignment by the Project Party, there exists no event or condition which would constitute a default, or which would, with the giving of notice or lapse of time or both, constitute a default under the Assigned Agreements. The Project Party has complied with all conditions precedent (if any) to the respective obligations of such party to perform under the Assigned Agreements.

(h) This Consent to Assignment, the Assigned Agreements and certain easements between the Project Party and the Company constitute and include all agreements entered into by the Project Party and the Company with respect to the subject matter hereof and thereof.

(i) The Assigned Agreements have not been amended, modified or supplemented, and no changes, amendments or modifications have been proposed by the Company or the Project Party other than as disclosed to the Collateral Agent. No event of force majeure has occurred and is continuing under the Assigned Agreements and, except as specified in Section 8 of this Consent to Assignment, the Project Party has no notice of, nor has consented to, any previous assignment, pledge or hypothecation by the Company of all or any part of its rights under the Assigned Agreements.

3. Consent to Assignment. The Project Party hereby acknowledges, consents and agrees that:

(a) The Collateral Agent and any assignee thereof shall be entitled to exercise any and all rights of the Company under the Assigned Agreements in accordance with their respective terms and the Project Party shall comply in all respects with such exercise. Without limiting the generality of the foregoing, the Collateral Agent and any assignee thereof shall have the full right and power to enforce directly against the Project Party all obligations of the Project Party under the Assigned Agreements and otherwise to exercise all remedies thereunder and to make all demands and give all notices and make all requests required or permitted to be made by the Company under the Assigned Agreements.

(b) The Project Party will not take any action to: (i) cancel or terminate, or suspend performance or waive compliance under, the Assigned Agreements (except as expressly provided in the Assigned Agreements); (ii) exercise any of its rights set forth in the Assigned Agreements to cancel or terminate, or suspend performance or waive compliance under, the Assigned Agreements as a result of a default by the Company unless the Project Party shall have delivered to the Collateral Agent written notice stating that it intends to exercise such right on a date not less than (x) in the case of a payment default, 10 business days after the date of such notice and (y) in the case of any other default, 20 business days after the date of such notice, in each case, specifying the nature of the default giving rise to such right (and, in the case of a payment default, specifying the amount thereof) and permitting the Collateral Agent to cure such default by making a payment in the amount in default or by performing or causing to be performed the obligation in default, as the case may be; or (iii) sell, assign or otherwise dispose of (by operation of law or otherwise) any part of its interest in the Assigned Agreements. In furtherance of the foregoing clause (ii), the Project Party agrees that, notwithstanding anything contained in the Assigned Agreements to the contrary, upon the occurrence of a default under an Assigned Agreement that cannot by its nature be cured by the payment of money, the Project Party will not cancel or terminate such Assigned Agreement if, and for so long as, in the reasonable opinion of the Project Party, the Collateral Agent shall be diligently seeking to cure such default.

(c) The Project Party shall deliver to the Collateral Agent at the address set forth on the signature pages hereof, or at such other address as the Collateral Agent may designate in writing from time to time to the Project Party, concurrently with the delivery thereof to the Company, a copy of each material notice, request or demand given by the Project Party pursuant to the Assigned Agreements, including, but not limited to, any notice, request or demand relating to a default by the Company under the Assigned Agreements.

(d) In the event that the Collateral Agent or its designee(s) succeeds to the Company's interest under the Assigned Agreements, whether by foreclosure or otherwise, the liability of the Collateral Agent or its designee(s) under the Assigned Agreements, and the sole recourse of the Project Party in seeking enforcement of the obligations under the Assigned Agreements, shall be limited to the Company's obligations under the Assigned Agreements. Except as otherwise set forth in the immediately preceding sentence, the Administrative Agent or the other First Priority Secured Parties shall not be liable for the performance or observance of any of the obligations or duties of the Company under the Assigned Agreements and the assignment of the Assigned Agreements by the Company to the Collateral Agent for the benefit of the First Priority Secured Parties pursuant to the First Priority Documents shall not give rise to any duties or obligations whatsoever on the part of any of the First Priority Secured Parties owing to the Project Party.

(e) The Collateral Agent may exercise any of the rights and remedies granted to it under the First Priority Documents, including the right to assign its rights and interests and the rights and interests of the Company under the Assigned Agreements to any purchaser or transferee of the Project, if the Project Party consents to such purchaser or transferee, which consent shall not be unreasonably withheld, conditioned or delayed so long as such purchaser or transferee assumes all of the obligations of the Company under the Assigned Agreements. Upon such assignment and assumption, the Collateral

Agent shall be relieved of all obligations under the Assigned Agreements arising after such assignment and assumption.

(f) In the event that (i) the Assigned Agreements are rejected by a trustee, liquidator, debtor-in-possession or similar person in any bankruptcy or insolvency proceeding involving the Company or (ii) the Assigned Agreements are terminated as a result of any bankruptcy or insolvency proceeding involving the Company and, if within 90 days after such rejection or termination, the Collateral Agent or its designee(s) shall so request and shall certify in writing to the Project Party that it or its designee intends to perform the obligations of the Company as and to the extent required under the rejected or terminated Assigned Agreements, the Project Party will execute and deliver to the Collateral Agent or such designee(s) new Assigned Agreements which shall be for the balance of the remaining term under the original Assigned Agreements before giving effect to such rejection or termination and shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreements (except for any requirements which have been fulfilled by the Company and the Project Party prior to such rejection or termination). References in this Consent to Assignment to the "Assigned Agreements" shall be deemed also to refer to such new Assigned Agreements.

(g) In the event that the Collateral Agent or its designee(s), or any purchaser, transferee, grantee or assignee of the interests of the Collateral Agent or its designee(s) in the Project assume or become liable under the Assigned Agreements (as contemplated in subsection (d), (e) or (f) above or otherwise), liability in respect of any and all obligations of any such party under the Assigned Agreements shall be limited solely to such party's interest in the Project (and no officer, director, employee, shareholder or agent thereof shall have any liability with respect thereto).

5. [Not used.]

6. Miscellaneous.

(a) No failure on the part of the Collateral Agent or any of its agents or designee(s) to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(b) All notices, requests and other communications provided for herein and under the Assigned Agreements (including, without limitation, any modifications of, or waivers or consents under, this Consent to Assignment) shall be given or made in writing (including, without limitation, by facsimile or other electronic transmission) delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Consent to Assignment, all such communications shall be deemed to have been duly given when transmitted by facsimile or other electronic transmission or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

(c) This Consent to Assignment may be amended or modified only by an instrument in writing signed by the Project Party, the Collateral Agent and the Company, and any provision of this Consent to Assignment may be waived only by the Collateral Agent. Any waiver shall be effective only for the specified purpose for which it was given.

(d) This Consent to Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the Project Party, the Company, the First Priority Secured Parties and the Collateral Agent (provided, however, that the Project Party shall not assign or transfer its rights hereunder without the prior written consent of the Collateral Agent).

(e) This Consent to Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Consent to Assignment by signing any such counterpart. This Consent to Assignment shall become effective at such time as the Collateral Agent shall have received counterparts hereof signed by all of the intended parties hereto. Delivery of an executed counterpart of a signature page of this Consent to Assignment by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Consent to Assignment.

(f) Headings appearing herein are used solely for convenience and are not intended to affect the interpretation of any provision of this Consent to Assignment.

(g) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS CONSENT TO ASSIGNMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW JERSEY IN THE COUNTY OF MIDDLESEX AND, BY EXECUTION AND DELIVERY OF THIS CONSENT TO ASSIGNMENT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. EACH PARTY HERETO AGREES THAT A JUDGMENT, AFTER EXHAUSTION OF ALL AVAILABLE APPEALS, IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND BINDING UPON IT, AND MAY BE ENFORCED IN ANY OTHER JURISDICTION, INCLUDING BY A SUIT UPON SUCH JUDGMENT, A CERTIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE JUDGMENT.

(h) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW HAVE OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONSENT TO ASSIGNMENT BROUGHT IN THE SUPERIOR COURT OF THE STATE OF NEW JERSEY, AND HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY

SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(i) THE AGREEMENTS OF THE PARTIES HERETO ARE SOLELY FOR THE BENEFIT OF THE PROJECT PARTY, THE COMPANY AND THE COLLATERAL AGENT AND THE OTHER FIRST PRIORITY SECURED PARTIES, AND NO PERSON (OTHER THAN THE PARTIES HERETO, THE FIRST PRIORITY SECURED PARTIES AND THEIR SUCCESSORS AND ASSIGNS PERMITTED HEREUNDER) SHALL HAVE ANY RIGHTS HEREUNDER.

(j) THIS CONSENT TO ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

(k) EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS CONSENT TO ASSIGNMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS CONSENT TO ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS CONSENT TO ASSIGNMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

7. Refinancing; Additional Debt. The Project Party agrees and acknowledges that (a) the Loans under (and as defined in) the Credit Agreement may be refinanced, extended, renewed or replaced from time to time pursuant to another bank financing, an institutional financing, a capital markets financing, a lease financing or any other combination thereof or other form of financing, (b) the secured obligations under the permitted swap agreements and permitted commodity agreements entered into by the Borrower may be extended, renewed or replaced from time to time with similar obligations or (c) the Borrower may incur additional indebtedness that shares in the collateral security held by the Collateral Agent for the benefit of the First Priority Secured Parties (such additional indebtedness, the "Additional Debt") and that, in any such event, (i) this Consent to Assignment will remain in full force and effect and continue to apply in favor of the Collateral Agent or any replacement collateral agent and secured parties under such refinancing, extension, renewal, replacement, Additional Debt financing or other arrangements, including, as applicable, any additional or replacement credit or security documents entered into in connection therewith and (ii) the terms "Lenders," "Issuing Lenders," "Credit Agreement," "First Priority Documents," "Loans" and "First Priority Secured Parties" as used hereunder shall in each case be deemed to refer to such parties, loans or agreements, as may be the case, under or

in connection with the applicable refinancing, extension, renewal, replacement, Additional Debt financing or other arrangements. Furthermore, in connection with any such refinancing, extension, renewal, replacement or Additional Debt financing or other arrangements, the Project Party will, upon request by the Collateral Agent or any such replacement collateral agent or secured parties, execute and deliver or cause to be executed and delivered, a consent to assignment substantially in the form hereof, deliver any such documents or instruments to the Collateral Agent or any such replacement collateral agent or secured parties and take any other actions that are reasonably necessary or desirable to perfect, continue the perfection of, or protect the priority of the First Priority Secured Parties' or any successor secured parties' interests in the Assigned Agreements.

8. Second Lien. The Project Party acknowledges that it has been informed by the Borrower and the Company that: (i) the Company, in addition to the first liens granted pursuant to the First Priority Documents, has granted a second lien (the "Second Priority Lien") on certain of its assets as collateral security to secure obligations under permitted commodity agreements, including all of the right, title and interest of the Company under, in and to the Assigned Agreements; and (ii) the Second Priority Lien has been granted to counterparties to certain permitted commodity agreements (or agents acting on their behalf) (the "Second Priority Secured Parties"). To the extent required pursuant to the Assignment Agreements, the Project Party hereby consents to such grant and collateral assignment by the Company of the Assigned Agreements to or on behalf of the Second Priority Security Parties.

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IN WITNESS WHEREOF, each of the undersigned by its officer duly authorized has caused this Consent to Assignment to be duly executed and delivered as of this [__] day of [______], 2013.

MIDDLESEX COUNTY UTILITIES AUTHORITY,
as Project Party

By: ______________________________
Name: Richard L. Fitamant
Title: Executive Director

Address for Notices:

Middlesex County Utilities Authority
2571 Main Street Extension
P. O. Box 159
Sayreville, NJ 08872
Attention: Richard L. Fitamant
Facsimile: [(732-721-0206)]
Telephone No.: [(732)-721-3800)]
Email: rfitamant@MCUA.com

With a copy to:

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Woodbridge, NJ 07095
Attention: John A. Hoffman, Esq.
Facsimile: [(732) 726-6634]
Telephone No.: [(732) 855-6077]
Email: jhoffman@wilentz.com

Accepted and Agreed:

CPV SHORE HOLDINGS, LLC,
as Borrower

By: [_____],
its Managing Member

By: ______________________
Name:
Title:

Address for Notices:

CPV Shore Holdings, LLC
c/o Competitive Power Ventures, Inc.
[8403 Colesville Road, Suite 915]
[Silver Spring, Maryland 20910]
Attention: [David W. Magill]
Facsimile: [(240) 723-2339]
Tel: [(240) 723-2306]
Email: [dmagill@cpv.com]

With a copy to:

CPV Shore Holdings, LLC
c/o Competitive Power Ventures, Inc.
[8403 Colesville Road, Suite 915]
[Silver Spring, Maryland 20910]
Attention: [General Counsel]
Facsimile: [(240) 723-2339]
Tel: [(240) 723-2329]
Email: [rburke@cpv.com]

Accepted and Agreed:

CPV SHORE, LLC,
as Company

By: [_____],
its Managing Member

By: ______________________
Name:
Title:

Address for Notices:

CPV Shore, LLC
c/o Competitive Power Ventures, Inc.
[8403 Colesville Road, Suite 915]
[Silver Spring, Maryland 20910]
Attention: [David W. Magill]
Facsimile: [(240) 723-2339]
Tel: [(240) 723-2306]
Email: [dmagill@cpv.com]

With a copy to:

CPV Shore, LLC
c/o Competitive Power Ventures, Inc.
[8403 Colesville Road, Suite 915]
[Silver Spring, Maryland 20910]
Attention: [General Counsel]
Facsimile: [(240) 723-2339]
Tel: [(240) 723-2329]
Email: [rburke@cpv.com]

Accepted and Agreed:

UNION BANK, N.A.,
as Collateral Agent

By ______________________
Name:
Title:

Address for Notices:

Union Bank, N.A.,
551 Madison Avenue, 11th Floor
New York, NY 10022
Attention: [_____]
Facsimile: [_____]
Tel: [_____]
Email: [_____]

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By ______________________
Name:
Title:

Address for Notices:

General Electric Capital Corporation
c/o GE Energy Financial Services
800 Long Ridge Road
Stamford, CT 06927
Attention: CPV Woodbridge Portfolio Manager
Tel: (203) 357-4744
Tel: (203) 357-3782
Email: efs.agencyservices@ge.com
Email: [_____]