

EXHIBIT B

TRANSACTION CONFIRMATION

UNDER MASTER PURCHASE AGREEMENT FOR THE PURCHASE AND SALE OF SOLAR HOME RENEWABLE ENERGY CREDITS

This Transaction Confirmation, dated **June 28, 2019**, (the "*Transaction Effective Date*"), is made and entered into by and between The United Illuminating Company, a specially chartered Connecticut corporation ("*Buyer*"), and the Connecticut Green Bank, a quasi-public agency of the State of Connecticut ("*Seller*").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into a Master Purchase Agreement for the Purchase and Sale of Solar Home Renewable Energy Credits dated **February 7, 2017** (the "*Master Agreement*"); and

WHEREAS, Buyer and Seller have agreed to the terms of a transaction wherein Seller will sell, and Buyer will purchase all Solar Home Renewable Energy Credits ("*SHRECs*") commencing on the Tranche Delivery Term Start Date (as defined below) subject to the terms of the Master Agreement ("*Transaction*");

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements made herein and in the Master Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby and acknowledged by Buyer and Seller, Buyer and Seller agree as follows:

1. Governing Terms. This Transaction is governed by, constitutes a part of, supplements, and is subject to the terms and provisions of the Master Agreement. The terms, conditions, covenants, and agreements contained in the Master Agreement are in all respects ratified, confirmed and remade as of the Transaction Effective Date hereof and, except as expressly supplemented, amended or waived hereby, shall continue in full force and effect. In the event of any inconsistency between the terms of this Transaction Confirmation and the terms of the Master Agreement, the terms of this Transaction Confirmation shall control for the purposes of this Transaction. All capitalized terms used, but not defined, in this Transaction Confirmation shall have the meaning ascribed to them in the Master Agreement.

2. Representations and Warranties.

2.1 Seller hereby represents that the representations and warranties made by Seller in the Master Agreement are true and correct as of the Transaction Effective Date, as though made on the Transaction Effective Date, and Seller hereby represents that it has satisfied all of its prerequisites to purchase contained in Article 3 of the Master Agreement.

2.2 Buyer hereby represents that the representations and warranties made by Buyer in the Master Agreement are true and correct as of the Transaction Effective Date, as though made

on the Transaction Effective Date, and Buyer hereby represents that it has satisfied all of its prerequisites to purchase contained in Article 3 of the Master Agreement.

3. Tranche Details. Under the terms of the Master Agreement and this Transaction Confirmation, Seller shall sell, and Buyer shall purchase, Buyer's Percentage Entitlement of all SHRECs produced by the SHREC Projects identified in Exhibit 1 during the Delivery Term. The aggregate installed capacity of the SHREC Projects included in this Transaction Confirmation is 39.275 megawatts, DC. Seller represents and warrants that all SHREC Projects included in this Tranche satisfy the requirements of the Energy Act, have not been included in any prior Tranche, and began producing SHRECs in time to be included in the Trading Period for the first quarter of the relevant Tranche year.

4. Delivery Term. The Tranche Delivery Term Start Date for this Transaction shall be January 1, 2019. The Tranche Delivery Term shall commence on the Tranche Delivery Term Start Date, and extend for fifteen (15) years, unless this Transaction is sooner terminated in accordance with the Master Agreement, in which case the Delivery Term shall end on the date this Transaction is so terminated.

5. Tranche Purchase Price. The Tranche Purchase Price paid for SHRECs under this Transaction shall be \$48.00 per SHREC.

6. Transfer of SHRECs. Seller is obligated to Deliver SHRECs to Buyer by way of a NEPOOL GIS Forward Certificate Transfer within fifteen (15) days of the quarterly NEPOOL GIS Creation Date for SHRECs to the Buyer's NEPOOL GIS account for the specific Tranche. Seller shall Deliver all of the SHRECs associated with Tranche 2019 separate from the transfer of any other RECs from Seller.

IN WITNESS WHEREOF, Seller and Buyer have caused this Transaction Confirmation to be signed by their respective duly authorized representatives as of the date first above written.

[EDC Name]

By: Christie Prescott

Name: Christie Prescott

Title: Director, Wholesale Power Contracts

CONNECTICUT GREEN BANK

By: _____

Name: Bryan T. Garcia

Title: President and CEO

3. Tranche Details. Under the terms of the Master Agreement and this Transaction Confirmation, Seller shall sell, and Buyer shall purchase, Buyer's Percentage Entitlement of all SHRECs produced by the SHREC Projects identified in Exhibit 1 during the Delivery Term. The aggregate installed capacity of the SHREC Projects included in this Transaction Confirmation is 39.275 megawatts, DC. Seller represents and warrants that all SHREC Projects included in this Tranche satisfy the requirements of the Energy Act, have not been included in any prior Tranche, and began producing SHRECs in time to be included in the Trading Period for the first quarter of the relevant Tranche year.

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IN WITNESS WHEREOF, Seller and Buyer have caused this Transaction Confirmation to be signed by their respective duly authorized representatives as of the date first above written.

THE UNITED ILLUMINATING COMPANY

By: _____

Name:

Title:

CONNECTICUT GREEN BANK

By:  _____

Name: Bryan T. Garcia

Title: President and CEO

EXHIBIT 1
to
Transaction Confirmation

LIST OF SHREC PROJECTS FOR TRANCHE 2019

See attached Exhibit 1.