

Exhibit A

[Form of Letter of Credit]

**HSH NORDBANK LETTERHEAD**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

[*Beneficiary Name*]  
[*Beneficiary Address 1*]  
[*Beneficiary Address 2*]  
Telephone: [*Company Phone*]  
Facsimile: [*Company Fax*]  
Attn: Contract Administration

Effective Date: [*Effective Date*]  
Letter of Credit No.: [SB        ]  
Expiry Date: [*Expiry Date*]

At the request of UPC Wind Partners, LLC (the “Applicant”), HSH Nordbank AG, New York Branch (the “Issuer”), hereby issues this irrevocable Letter of Credit No. [SB        ] in the favor of [*Beneficiary*] (the “Beneficiary”) available for an aggregate amount up to the maximum amount of \$[*Amount*] ([*Amount in words*] United States Dollars), effective as of the date first set forth above and expiring at our office located at 230 Park Avenue, New York, NY 10169-0005, (or at any other office which may be designated by us by written notice delivered to you) on the earliest to occur of (i) [*Expiration Date*] (the “Stated Expiration Date”), (ii) payment by Issuer hereunder of the maximum amount written above, or (iii) surrender of this original Letter of Credit to us for cancellation.

It is a condition of this Letter of Credit that the Stated Expiration Date shall be automatically extended without amendment, for successive periods of one year each from the Stated Expiration Date hereof or any such automatically extended Stated Expiration Date, but in no event beyond [*Long-Stop Expiration Date*] unless, no less than 30 days before any such Stated Expiration Date, Issuer sends Beneficiary notice stating that this Letter of Credit will not be extended beyond the then current Stated Expiration Date. Any such notice of non-extension shall be in writing, shall be sent by hand, by certified mail (return receipt requested), or by Federal Express or other overnight delivery service, and shall be addressed to Beneficiary at the address set forth above.

Issuer has been requested to issue this Letter of Credit in connection with the Agreement for [*Describe Underlying Agreement*] and related documents (the “Agreement”) between the Beneficiary and [*UPC Affiliate Name*]. However, Issuer assumes no obligations under the Agreement or responsibility or duties thereunder.

Funds under this Letter of Credit are available to you by making a demand for payment by presentation to us at our offices at 230 Park Avenue, New York, NY 10169-0005, Attention: Loan Administration (or at any other office which may be designated by us by written notice delivered to you) of your drawing certificate in the form of Annex A attached hereto (“Drawing Certificate”) and accompanied by the original of this Letter of Credit. A presentation under this Letter of Credit may be made only on a day, and only between the hours of 9:00 AM and 5:00 PM, New York time on which such office is open for business (a “Business Day”). If we receive your Drawing Certificate and the original of this Letter of Credit at such office on any Business Day, all in reasonable conformity with the terms and conditions of this Letter of Credit, we will honor the same by making payment in accordance with your payment

instructions on the third succeeding Business Day after presentation so long as the amount of the drawing, together with all previous drawings honored pursuant to this Letter of Credit, is less than the aggregate amount of this Letter of Credit. Typographical errors other than in amounts will not violate the conformity provision in this paragraph. If a drawing fails to conform to the terms and conditions of this Letter of Credit it shall not (i) preclude the Beneficiary from correcting any such errors and resubmitting the request nor (ii) act as a waiver of any rights the Beneficiary has under this Letter of Credit.

Partial and multiple drawings are permitted. All of the banking charges are for Applicant's account.

This Letter of Credit sets forth in full the terms of our undertaking to you (but not any of your duties, obligations or responsibilities to Issuer hereunder or otherwise). Such undertaking to you shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices 1998, I.C.C. Publication No. 590 ("ISP98") and shall be governed by and construed in accordance with the laws of the State of New York. In the event of conflict between the ISP98 and a non-mandatory (variable) provision of such laws, the ISP98 shall govern.

Yours faithfully,  
HSH NORDBANK AG, NEW YORK BRANCH

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Annex A**  
DRAWING CERTIFICATE

HSB Nordbank AG, New York Branch  
230 Park Avenue  
New York, NY 10169-0005  
Ladies and Gentlemen:

*Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the Letter of Credit.*

The Beneficiary hereby certifies to the Issuer, with reference to the Issuer's Irrevocable Standby Letter of Credit No. [●] (the "Letter of Credit"); that:

In connection with the Agreement for the [*Describe Agreement*] dated [*Agreement Date*] and related documents (the "Agreement") between the Beneficiary and [*UPC Affiliate*] (the "Agreement"), the Beneficiary is making a demand for payment under the Letter of Credit of the sum of \$[●], which amount does not exceed the current Stated Amount of the Letter of Credit; and

[NB: Beneficiary to make one of the following statements:]

[An Event of Default (as defined in the Agreement) has occurred and is continuing and the undersigned hereby confirms that the amount of this drawing does not exceed the amount currently due and payable under the Agreement.]

[Termination of the Agreement has occurred, and the undersigned hereby confirms that the amount of this drawing does not exceed the amount currently due and payable under the Agreement, which has not been paid pursuant to the termination and payment provisions of the Agreement.]

[The Applicant or [*UPC Affiliate*] has failed to make a payment ("Unpaid Amount") owed to the Beneficiary pursuant to the Agreement and such Unpaid Amount remains unpaid at the time of drawing hereunder, and the undersigned hereby confirms that the amount of this drawing does not exceed the Unpaid Amount.]

[This Letter of Credit has fewer than thirty (30) days remaining prior to the date of expiration and the Beneficiary has not received a replacement letter of credit as and to the extent required by the Agreement, and the undersigned hereby confirms that that the amount of this drawing does not exceed the undrawn face amount of the Letter of Credit.]

*If an Event of Default has occurred include the following:* The Section of the Agreement pursuant to which such Event of Default has occurred and is continuing or such termination has occurred is [insert relevant provision reference].

The amount demanded hereby has been calculated in accordance with the terms of the Agreement.

You are hereby directed to pay the amount so demanded to: [Insert wire transfer instruction]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the [●] day of [month], [year].

Very truly yours,

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title: