Testimony of

Michael Kirkwood, General Manager

Q. Can you detail Pascoag's power portfolio for 2013?

A. M. Kirkwood Pascoag's power portfolio for 2013 is detailed in ***Table 3***, below:

Table 3

Pascoag Utility District 2013 Power Entitlements

NYPA	33%	(Hydro)
Miller Hydro	3%	(Hydro)
Spruce Mountain	3%	(Wind)
Seabrook	23%	(Nuclear)
NextEra	7%	(virtual gas-fired)
Constellation	31%	(mostly Fossil Fuel)
	100%	

The total renewable/sustainable power in this portfolio is 39%. This represents mostly hydro power, with one wind entitlement, Spruce Mountain, estimated to contribute 3% of the District's total annual purchased energy in 2013.

Pascoag's non-carbon based energy is 62% of its total energy requirements and includes a mix of the previously mentioned hydro and on-shore wind, together with nuclear power from Pascoag's Seabrook entitlement. The remaining 38% is mainly fossil fuel based energy through a 3-year contract Pascoag entered into with Constellation Energy in 2011, a supplemental agreement reached with Constellation Energy that began in January of 2013, and a virtual gas-fired unit transaction reached with NextEra Energy Power Marketing that began in June of 2013. ***Testimony Exhibit 1-MRK*** highlights this in graphic form.

Q. Please update the Commission on the District's on-shore wind entitlement, Spruce Mountain.

A. M. Kirkwood Patriot Renewables, LLC, headquartered in Quincy, Massachusetts has developed and constructed a wind powered facility in Woodstock, Maine that entered commercial production in December of 2011. This project, known as Spruce Mountain Wind, LLC, consists of ten wind turbines, each having a nameplate rating of approximately 2 MW's.

Energy New England ("ENE") contacted several public power systems in New England in 2010 about this particular project, and thirteen including Pascoag responded positively to the opportunity to participate. The capacity of the plant, approximately 20 MW's, is expected to sustain a thirty-seven percent capacity factor. Pascoag's share of the plant output is expected to be approximately 1,700 MWh each year. Pascoag's share of the facility output is 2.6% of the total plant output.

Although the price in the agreement is set at $99.25/MWh per the basic energy delivered to Pascaog, there are some offsets that will reduce the bottom line cost. In fact, ENE, on behalf of Pascoag

was able to sell RECs from the 1st and 2nd quarters of 2013 to EDF Trading North America LLC for $64.40/REC, for an effective contract price of **$34.85** for each MWh received from Spruce Mountain. ENE has reached a verbal agreement with EDF for the 3rd and 4th quarters of 2013 for $63.50/REC for an effective contract price of **$35.75** for each MWh received. While future REC values are currently difficult to estimate due to uncertainty regarding the large offshore Cape Wind project, over the next few years REC values are anticipated to remain over $30, resulting in an attractive bottom line purchase for Pascoag and its customers. The term of this contract is fifteen years. ***Testimony Exhibit 2-MRK*** is a copy of this contract.

Q. Please provide an update on some of Pascoag's other power purchase agreements.

A. M. Kirkwood Pascoag has an important hedging contract with Constellation Energy for the years 2012 through 2014 and in addition, Pascoag entered a supplemental hedging contract with Constellation for the period January 2013 through December 2014. Together, these contracts, which provide a type of supply arrangement called Load Following Energy, were both signed after a competitive bidding process run by ENE on behalf of Pascoag, and was the result of ENE and Pascoag strategizing that market energy prices for the next few years were at a very attractive level due to the recent drop in natural gas prices in the continental United States. Natural gas prices have been and are expected to continue to stay low compared to fuel oil and other sources of energy due to the ability that natural gas producers now have to extract economic shale gas within the United States. Shale gas reserves are considered to be in abundance in the United States due to recent technologies employed in the industry such as horizontal drilling and fracking that allow economic extraction of this energy supply. Since ISO-NE market clearing prices are predominantly set by natural gas-fired generators which operate on the clearing price margin, Pascoag and ENE theorized that 2011/12 was a beneficial period to test the market for longer term deals in order to lock-in the expectation for low natural gas prices for the next few years, and by correlation, low ISO-NE market clearing prices which track natural gas. Those RFPs turned out to be very successful, allowing Pascoag to lower its Proposed Standard Offer rate for 2012 and again in 2013 as presented in the testimony and exhibits of Ms. Allaire. Natural gas prices have become more volatile recently due to the constrained pipeline capacity to move natural gas into New England, especially during the cold winter months when heating demand is high, but all in all, the overall shale gas revolution has brought much more cost-effective supplies to New England, on average, than was contemplated even as little as five years ago.

The Constellation contracts provide very efficient Load Following Energy at a locked-in rate, such that for each and every hour, Pascoag's estimated load requirement is compared to the hourly output of Pascoag's other firm entitlements (such as Seabrook, NYPA, Spruce Mountain and Miller Hydro). The need (or gap) in each hour over and above the total estimated firm entitlements in that hour is provided by the Constellation contracts. Each kWh Pascoag purchases from Constellation over the three year term of the initial contract is priced at the very attractive rate of 5.99 cents/kWh. In 2013, Pascoag has also been taking Load Following Energy through the supplemental arrangement. The supplemental arrangement price is at an even more beneficial rate of 4.675 cents/kWh. Through May 31 of 2013, the initial and supplemental agreements provided 95% of our requirements over and above our firm entitlements, and from June 1, 2013 through December 31, 2014 the agreements have and will be providing 85% of the gap. In 2013, our total expected kWh's purchased from these contracts together

represent 31% of our expected annual load requirement in kWh. An additional important feature of these arrangements is that since the amount we take is variable each hour in order to match our customer load with our power supply more precisely, we will be much less likely in the position of selling excess energy to the ISO-NE market at a price lower than our cost, as sometimes may happen if purchasing firm "around the clock" energy. A copy of the Energy Transaction Confirmations is attached as ***Testimony Exhibit 3-MRK.***

Q. Please describe the mid-term deal Pascoag entered with NextEra Energy Power Marketing?

A. M. Kirkwood For many of the same reasons discussed above related to power markets being competitively priced due to availability of low cost natural gas, ENE negotiated with NextEra Energy Power Marketing (NextEra) in early 2012 for a virtual combined cycle unit power transaction of up to 10-years, on behalf of several public power entities in New England including Pascoag. Originally in 2011 the negotiations were centered on one of NextEra's then wholly owned power plants, the gas-fired RISE combined cycle plant in Johnston, Rhode Island. As it turned out, NextEra ended up selling its ownership interest in the RISE plant to another entity in early 2012. The NextEra power marketing team was still very interested in consummating a transaction with public power entities through its discussions with ENE, and the parties settled their discussions on a virtual transaction of 10 years that will replicate all the characteristics of a very efficient gas-fired combined cycle unit, in which the variable costs will be calculated using actual natural gas costs as an input, and applying a very favorable 7.31 MMBTU/MWh heat rate, plus variable component, a fixed fuel component and a very beneficial fixed capacity charge. The energy is in the form of a call-option, during on-peak hours only, meaning the entitlement holders will decide each day whether the contract pricing is "in the money", and will schedule only cost-effective energy during the on-peak hours accordingly. Pascoag has agreed to a 1MW transaction under this virtual arrangement, with the net result that the total of the energy and capacity charges will replicate a very efficient combined-cycle gas-fired generating unit at a capacity rate that reflects the ongoing expected surplus in the ISO-NE Forward Capacity Market. In effect, the timing of this transaction was ideal in that it captured the economics of low cost energy priced at the rate of an efficient natural gas plant, with the beneficial timing of surplus generating capacity in New England providing a much discounted forward capacity rate. A copy of the agreement between NextEra Energy Power Marketing and Pascoag is included as ***Testimony Exhibit 4-MRK.***

Q. Please update the Commission on Pascoag's Restricted Fund for Capital and Debt Service, and what, if any, fiscal issues Pascoag encountered during the past few years.

A. M. Kirkwood As in most years since inception of the Capital Restricted Reserve Fund in 2004, Pascoag successfully funded the annual requirement of this fund. In 2011, however, due to insufficient revenues to cover all operating and capital costs, Pascoag requested the Division to allow it to fund the 2011 Restricted Capital account to the lower level of $185,000, and the 2012 Restricted Capital account to $62,500. The Division supported and the Commission approved such request. Subsequently, Pascoag's new rates were put into effect in 2013 pursuant to the approval received in Docket 4341, and Pascoag has once again been funding the Capital Restricted Fund to the now approved level of $306,200 per year.

The establishment of this restricted fund in 2004 has allowed Pascoag to purchase needed capital items, including vehicles such as bucket trucks, with no new debt service obligations and also to pay off its debt obligations. In fact, the electric department currently has no long-term debt.

Q. Has Pascoag done anything else that would improve its fiscal position and rate stability?

A. M. Kirkwood The District has EEI Master Power Purchase and Sales Agreements in place with TransCanada, NextEra Energy, Constellation Energy and Macquarie Energy. These documents improve Pascoag's position in contract negotiations, and once created, can be easily modified to include the District's other energy suppliers. The agreements streamline the negotiation process by ensuring Pascoag's credit worthiness to potential new partners. In fact, it was the use of EEI Master Agreements which allowed the competitive solicitation that resulted in the beneficial Load Following Energy deals with Constellation Energy discussed above. These EEI Masters allow the parties to transact quickly based on market conditions at the time the transactions are priced.

Additionally, Pascoag management recognized early in 2011 that revenues were inadequate to cover operating and capital costs completely and instituted a restriction on significant operating and capital expenditures for 2011 and 2012 so that we could manage our way through this financially challenging period. We made such budgetary cuts only with expenditures that did not jeopardize the safety or reliability of our customers and employees, and in fact were able to operate through substantial fiscal challenges such as Tropical Storm Irene. Since Pascoag had not had a base rate change since 2004, Pascoag hired a cost-of-service consultant, B&E Consulting LLC, and pursuant to the resulting work product filed a rate change request with the Commission and Division in 2012 under Docket 4341. Pascoag entered into a settlement agreement with the Division, which was approved by the Commission pursuant to Order No. 20977 with an effective date of February 1, 2013. This order allows Pascoag to collect a total annual cost of service of $2,540,035 including funding of our Restricted Fund for Capital of $306,200 per year, greatly improving Pascoag's operational cash flow and ability to provide for its capital needs.

Finally by way of important information regarding Pascoag's fiscal health, Standard and Poor's has re-affirmed the District's "A-"credit rating in 2013 based on the results of their annual review and rating of our company. Pascoag has now maintained an A- rating with S&P from 2008 to the present.

Q. Pascoag's Standard Offer Rate is estimated to increase from $0.03550/kWh in 2013 to approximately $0.072 in 2014. Would you comment as to why the Standard Offer Rate is essentially doubling?

A. M. Kirkwood Yes, two things are driving this difference.

First, going into February 1, 2013 when our latest Base and Standard Offer rates were put into effect, a previous period overcollection of approximately $394,000 was returned to our customers during 2013. This return of the overcollection had the impact of lowering the Standard Offer Rate compared to actual power costs by approximately $0.007/kWh in 2013. Moving into 2014, we anticipate that we will need to recover an undercollection of power costs for the prior period of approximately $580,000 (see J. Allaire's Schedule C-2), which in itself has the impact of increasing our

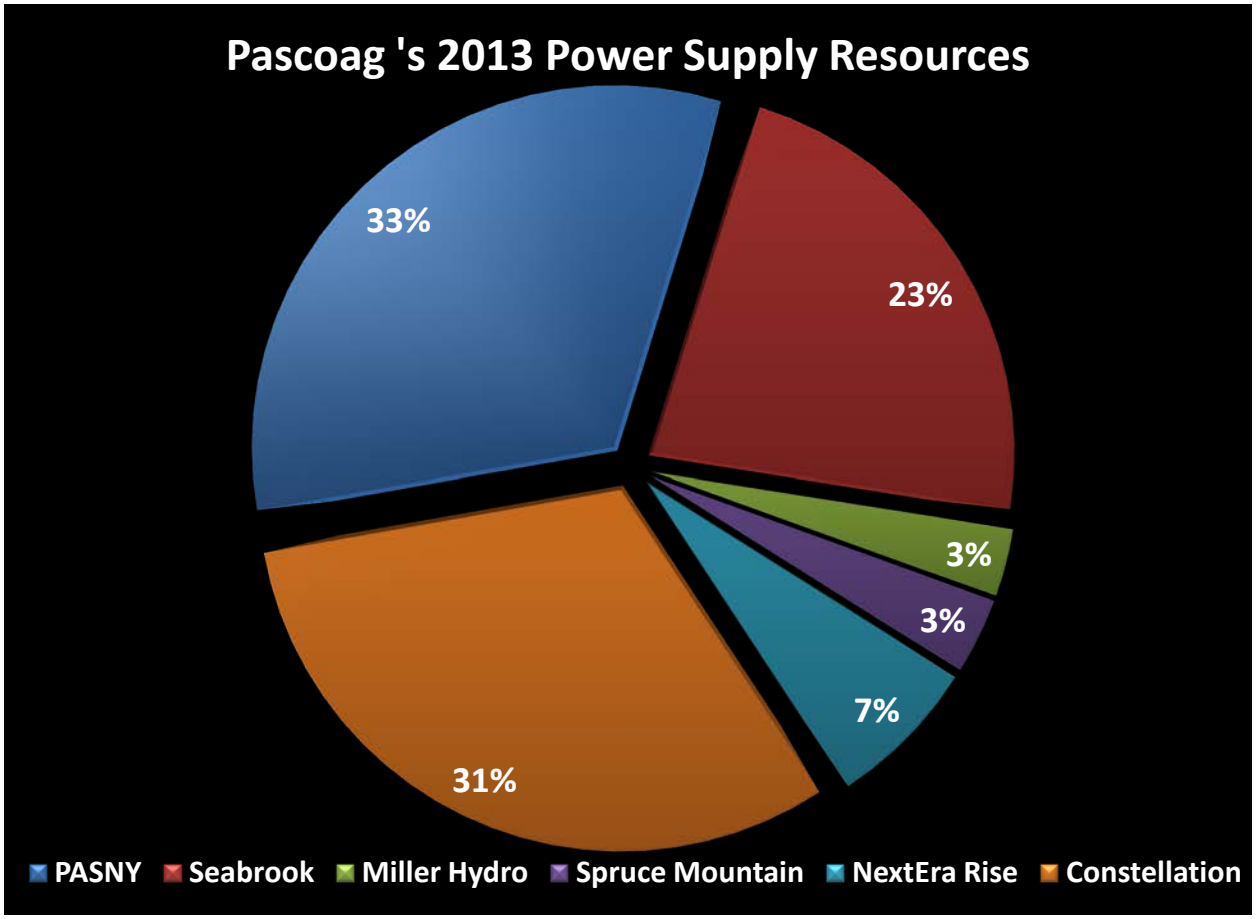
Standard Offer rate by approximately $0.01/kWh over anticipated power costs. The net effect of the comparison of 2013 to 2014 Standard Offer rates is an increase of approximately $0.017/kWh.

Second, due to the current and anticipated increase in natural gas and other power costs for the winter period, especially in gas-pipeline restricted New England, we are building the anticipated market power increases in to our power cost projections for 2014 for some of the energy we purchase. As an example, for Pascoag, the anticipated increase in natural gas prices impacts both our purchases of Day Ahead and Real Time energy from ISO-NE (where natural gas units are generally on the margin setting the clearing prices) as well as our NextEra Virtual RISE power contract, where the energy component escalates or de-escalates to follow as-occurring natural gas prices. In addition, changes to NEPOOL market rules are also having an impact on our overall billings from ISO-NE for 2014. As an example, the ISO recently was granted approval by FERC to purchase reliability contracts from generators (and some DSM providers) for mostly oil fired capacity to increase grid reliability should natural gas pipelines be deficient this coming winter. This action alone is resulting in an increase of $78.8 million in power costs for New England to cover reliability concerns. All load-based entities in New England, including Pascoag, will be paying for this increase based on each entity's load ratio share.

Q. Does this conclude your portion of the testimony?

A. M. Kirkwood

Yes it does.


Pascoag 's 2013 Power Supply Resources
33%
23%
3%
3%
7%
31%
PASNY
Seabrook
Miller Hydro
Spruce Mountain
NextEra Rise
Constellation

POWER PURCHASE AGREEMENT

FOR

UNIT CONTINGENT ENERGY, CAPACITY AND RENEWABLE ENERGY CERTIFICATES

BETWEEN

PASCOAG UTILITY DISTRICT

AND

SPRUCE MOUNTAIN WIND, LLC

POWER PURCHASE AGREEMENT

FOR

UNIT CONTINGENT ENERGY, CAPACITY AND RENEWABLE ENERGY CERTIFICATES

BETWEEN

PASCOAG UTILITY DISTRICT

AND

SPRUCE MOUNTAIN WIND, LLC

This POWER PURCHASE AGREEMENT ("Agreement") is made and entered into as of October 1, 2010 (the "Effective Date") by and between the Pascoag Utility District, having its principal place of business at Pascoag, Rhode Island, hereinafter referred to as "Buyer", and Spruce Mountain Wind, LLC, having its principal place of business at 549 South Street, Building 19, Quincy, Massachusetts 02169, hereinafter referred to as "Seller" (Buyer and Seller are referred to herein individually as a "Party" and collectively the "Parties").

WHEREAS, Seller owns the Facility (as defined below) and wishes to sell to Buyer a certain percent of the output of the Facility and all Contract Products (as defined below) related to such output; and

WHEREAS, Buyer serves load and wishes to purchase a certain percent of the output of the Facility and all Contract Products related to such output,

Now, therefore, in accordance with the foregoing and in consideration of the mutual promises and agreements set forth herein, Buyer agrees to purchase from Seller and Seller agrees to provide to all of the output of the Facility and all Contract Products related to such output in accordance with the following provisions.

ARTICLE 1.
DEFINITIONS

Any term that is capitalized herein but not defined below shall be defined in accordance with the definitions contained in the ISO-New England, Inc. Transmission, Markets and Services Tariff as it may hereafter be amended from time to time, or a successor set of market rules taking effect within the term of this Agreement ("ISO-NE Rules").

1.01 "Buyer's Credit Support Amount" has the meaning set forth in Article 19.2.

1.02 "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 4:00

p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance, shall be the Party from whom the notice, payment or delivery is being sent.

1.03 "Closing Date" shall have the meaning set forth in Article 19.1.

1.04 "Commercial Operation Date" shall mean the date the Seller confirms as the date of commencement of commercial operation of the Facility by letter to the Transmission Owner and ISO-NE in conformance with Attachment A to Attachment 8 of the ISO-NE Small Generator Interconnect Procedure - Schedule 23.

1.05 "Commercially Reasonable Efforts" shall mean a level of effort which in the exercise of prudent judgment in the light of facts or circumstances known, or which should reasonably be known, at the time a decision is made, can be expected by a reasonable person to accomplish the desired result in a manner consistent with Good Industry Practice and which takes the performing Party's interests into consideration. "Commercially Reasonable Efforts" will not be deemed to require a Party to undertake unreasonable measures or measures that have an adverse economic affect on such Party, including the payment of sums in excess of amounts that would be expended in accordance with Good Industry Practice.

1.06 "Commissioned" shall mean, with respect to any wind turbine, that such wind turbine has been installed and that Seller has taken all action necessary to enable the wind turbine to commence the regular delivery and sale of Contract Products to Buyer.

1.07 "Commissioning Deadline" means June 30, 2012, which date shall be extended on a day-for-day basis, or such longer period as may be appropriate under the circumstances, for any delay in Commissioning one or more of the wind turbines at the Facility due to Force Majeure or action or inaction on the part of Interconnecting Utility.

1.08 "Contract Energy Price" shall mean $99.25 per MWh on and after the Commercial Operation Date. Prior to the Commercial Operation Date the Contract Energy Price shall mean $89.325 per MWh.

1.09 "Contract Products" shall mean 2.608 percent of the products produced by the Facility or any other attribute associated with the output of the Facility, including, but not limited to Energy, Installed Capacity, Ancillary Services, Renewable Energy Certificates and Environmental Attributes.

1.10 "Costs" shall mean, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in entering into new arrangements which replace the terminated transaction but only as the same relates specifically to this Agreement; and all reasonable attorneys' fees and expenses incurred by the Non-

Defaulting Party in connection with the termination of the transaction but only as the same relates specifically to this Agreement.

1.11 "Credit Rating" means the rating assigned to a Party by Moody's or S&P for a Party's long term unsecured debt not supported by third party credit enhancement (other than by repayment of its debt) or, if such Party does not issue long term debt, then the rating then assigned to such entity as a long-term issuer rating by Moody's or S&P.

1.12 "Defaulting Party" has the meaning set forth in Article 13.1.

1.13 "Delivery Point" has the meaning set forth in Article 5.

1.14 "Due Date" has the meaning set forth in Article 9.2.

1.15 "Early Termination Date" has the meaning set forth in Article 13.2.

1.16 "Energy" shall mean the power that the Facility produces in the form of electricity measured in kilowatt hours or megawatt hours.

1.17 "Effective Date" means the date of execution of this Agreement.

1.18 "Environmental Attributes" means those attributes that are aspects, claims, characteristics or benefits associated with the generation of a quantity of electricity by the Facility, other than the electric energy produced and that are capable of being measured, verified or calculated and are documented or classified in the NEPOOL GIS during the Term of this Agreement. An Environmental Attribute may include, but is not limited to, one or more of the following identified with a particular megawatt hour of generation: the Facility's use of a particular renewable energy source, avoided NOx, SOx, CO_2, greenhouse gas emissions or avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of applicable law in order to site and develop the Facility itself). Environmental Attributes may or may not be included in the definition or valuation of Renewable Energy Certificates by various certification authorities for use in meeting requirements of renewable portfolio standards under their jurisdiction. Environmental Attributes do not include (i) any Installed Capacity of the Facility, or (ii) any Tax Benefits.

1.19 "Event of Default" shall have the meaning set forth in Article 13.1.

1.20 "Facility" shall mean a wind-powered electric generating facility consisting of up to ten wind turbines, each having a nameplate rating of 2 MWs, to be constructed by Seller in the Town of Woodstock, Maine.

1.21 "Force Majeure" shall mean any cause beyond the reasonable control of, and not the result of negligence, or the lack of due diligence of, the Party claiming suspension of performance as a result thereof. Neither economic harm to a Party nor the financial condition of a Party shall constitute Force Majeure hereunder.

Force Majeure shall include, without limitation, strike, stoppage in labor, riot, fire, flood, ice, invasion, civil war, commotion, insurrection, blockades, embargoes, sabotage, epidemics, explosions, acts of terrorism, military or usurped power, order of any court granted in any bona fide adverse legal proceeding or action (not brought by either Party), order of any civil, military or governmental authority (either de facto or de jure and including, without limitation, orders of governmental and administrative agencies which conflict with the terms of this Agreement), failure of any governmental authority to act, or material delay in any such action, including material delay attributable to the appeal of any governmental action (provided that such action has been timely requested and diligently pursued), and acts of God or public enemies. Seller shall be deemed to have suffered an event of Force Majeure due to the failure of equipment for which it is responsible for operating or maintaining if the equipment has been operated and maintained in accordance with Good Industry Practice.

1.22 "Generator Asset" has the meaning set forth in the ISO-NE Rules.

1.23 "Forced Outage" means that term as defined in the Scheduling Procedure.

1.24 "Good Industry Practice" shall mean the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry in the operation and maintenance of generating equipment similar in size and technology to the Facility) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition.

1.25 "Information" shall mean all records, reports, communications, papers, maps, photographs, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made, received or otherwise possessed by Seller pertaining to the Facility, any portion thereof, the Interconnection, or this Agreement.

1.26 "Interest Rate" has the meaning set forth in Article 9.2.

1.27 "Interconnecting Utility" shall mean the electric utility to which Energy and other Contract Products are transferred through the Interconnection.

1.28 "Interconnection" shall mean generator step-up transformers, primary switchgear, system protection and metering equipment owned by Seller or the Interconnecting Utility, and agreements between Seller and the Interconnecting Utility, that effect the physical transfer of Energy and other Contract Products from the Facility to the Interconnecting Utility for delivery to the Delivery Point.

1.29 "Intermittent Power Resource" shall have the meaning given in the ISO-NE Rules.

1.30 "Investment Grade Credit Rating" shall mean a Credit Rating of at least BBB- from S&P and/or a Credit Rating of at least Baa3 from Moody's.

1.31 "Liabilities" means any and all liabilities, losses, fines, obligations, penalties, costs or other expenses of any kind or nature, including reasonable attorneys', experts' and accountants' fees, court costs and other costs of any proceeding, incurred by a Person, whether arising from claims, demands, causes of action, litigation, lawsuits, proceedings, investigations, judgments, settlements or from any similar type of occurrence whether actual, threatened or filed and regardless of whether groundless, false or fraudulent..

1.32 "Leading Market Maker" shall mean a firm that is active in trading wholesale Energy in the ISO-NE market and that is commonly recognized in the industry as a leading trader of wholesale Energy at the time that a request for proposals is issued to it pursuant to Article 13.2.

1.33 "Lead Market Participant" shall have the meaning set forth in the ISO-NE Rules.

1.34 "Letter of Credit" means one or more irrevocable, transferable standby letters of credit issued by a Qualified Institution, and otherwise being in a form reasonably acceptable to the Party in whose favor the Letter of Credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit. A Letter of Credit shall be valued at zero unless it expires more than thirty (30) days after the date of valuation.

1.35 "Letter of Credit Default" has the meaning set forth in Articles 19.1(b).

1.36 "Losses" shall mean, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner, in accord with market value in the ISO-NE Market. Each present value calculation shall be made using as a discount rate the yield on US Treasury Bills or Bonds, as the case may be, in effect on the day the calculation is made, as identified in Bloomberg Online or as published in The Wall Street Journal.

1.37 "Maintenance Outage" means that term as defined in the Scheduling Procedure.

1.38 "Material Contract" shall, as of the Commercial Operation Date, mean any written contract, agreement, license, sublease, lease, easement, sublease, mortgage, instrument, guarantee, commitment, undertaking or other similar arrangement, whether expressed or implied, which either:

(i) creates a right to lease, use or occupy real estate which is necessary for the operation of the Facility according to Good Industry Practice; or

(ii) provides rights or benefits for the Seller such that the consequences of a default under or termination of such an arrangement would reasonably

be expected to have a material adverse effect upon Seller's ability to operate the Facility according to Good Industry Practice.

1.39 "Monthly Contract Products Charge" has the meaning set forth in Article 4.2.

1.40 "Moody's" shall mean Moody's Investors Service, Inc.

1.41 "New Generating Capacity Resource" shall mean a type of resource participating in the Forward Capacity Market, as described in the ISO-NE Rules.

1.42 "Non-Defaulting Party" has the meaning set forth in Article 13.1.

1.43 "Other Purchasers" means the Belmont Municipal Light Department, the Braintree Electric Light Department, the Concord Municipal Light Plant, the Hingham Municipal Light Plant, the Georgetown Municipal Light Department, the Groveland Electric Light Department, the Middleton Electric Light Department, the Merrimac Municipal Light Department, the North Attleborough Electric Department, the Norwood Municipal Light Department, the Pascoag Utility District, the Rowley Municipal Light Plant, and the Wellesley Municipal Light Plant.

1.44 "Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental entity, limited liability company, or any other entity of whatever nature..

1.45 "Planned Outage" means that term as defined in the Scheduling Procedure.

1.46 "Planned Maintenance" means maintenance of the Facility that is planned in advance and is scheduled in accordance with ISO-NE Operating Procedures as a Planned Outage or a Maintenance Outage.

1.47 "Qualified Capacity" shall mean the amount of capacity a resource may provide in the summer or winter in a Capacity Commitment Period, as determined in the Forward Capacity Market qualification processes.

1.48 "Qualified Institution" shall mean a U.S. commercial bank or a U.S. branch of a foreign bank (which is not an affiliate of either Party) with such bank having a credit rating of at least A- from Standard & Poor's Rating Group ("S&P") and A3 from Moody's Investor Service ("Moody's"), having $10,000,000,000 in assets. The National Rural Utilities Cooperative Finance Corporation shall be considered a Qualified Institution.

1.49 "Received" has the meaning set forth in Article 9.2.

1.50 "Renewable Energy Certificates" means the certificates, which relate to each MWh of generation from the Facility, that are produced, documented or classified in the NEPOOL GIS according to their ability to meet renewable portfolio

standards requirements in any New England State or under any applicable federal program.

1.51 "S&P" shall mean Standard and Poor's Rating Group.

1.52 "Scheduling Procedure" means ISO New England Operating Procedure No. 5 - Generator and Dispatchable Asset Related Demand Maintenance and Outage Scheduling Effective Date: October 13, 2006. Revision No. 8, as in effect on the date of this Agreement.

1.53 "Seller's Credit Support Amount" has the meaning set forth in Article 19.1.

1.54 "Settlement Amount" shall have the meaning set forth in Article 13.2.

1.55 "Tax Benefits" means any tax benefits associated with ownership or operation of the Facility including without limitation production tax credits, investment tax credits, depreciation or any similar benefit, and any grant in lieu of any of the foregoing, including, without limitation, any grant received by Seller pursuant to section 1603 of the American Recovery and Reinvestment Act of 2009.

1.56 "Term of Agreement" has the meaning set forth in Article 2.3.

1.57 "Term of Service" has the meaning set forth in Article 2.2.

1.58 "Termination Payment" shall have the meaning set forth in Article 13.2.

1.59 "Transferred Generator Asset" has the meaning set forth in Article 4.1.

1.60 "Unplanned Maintenance" means all maintenance on the Facility during a Forced Outage.

ARTICLE 2.
TERM OF SERVICE

2.1. Seller shall Commission at least eight of the wind turbines comprising the Facility on or before the Commissioning Deadline. Seller shall provide Buyer with a copy of each commissioning certificate for each wind turbine that it receives from the wind turbine manufacturer. Seller shall provide a copy of each such commissioning certificate to Buyer within three (3) Business Days of receipt by Seller. If Seller fails to Commission at least eight of the wind turbines comprising the Facility by the Commissioning Deadline, then Buyer shall have the right to extend the Commissioning Deadline or to terminate this Agreement without any liability whatsoever on the part of either Party, and if so terminated this Agreement shall then become null and void and of no effect whatsoever. Buyer shall notify Seller of its exercise of the foregoing right within fifteen (15) days after the Commissioning Deadline, and if Buyer fails to so notify Seller, Buyer shall be deemed to have elected to terminate this Agreement.

2.2. Term. Subject to Article 2.1 above, Seller shall commence selling the Contract Products, and Buyer shall commence purchasing the Contract Products on the date on which the first wind turbine at the Facility is Commissioned and the applicable percent of the Generator

Asset has been transferred to Buyer pursuant to Article 4.1, and Seller shall continue selling the Contract Products, and Buyer shall continue purchasing the Contract Products, from each Commissioned wind turbine at the Facility, as provided herein, through the earlier of (i) HE 2400 on the day fifteen (15) years following the Commercial Operation Date, or (ii) the date of termination pursuant to the provisions of Article 13.2 ("Term of Service").

2.3. The applicable provisions of this Agreement shall commence on the Effective Date and shall continue in effect after termination or expiration hereof to the extent necessary to provide for accountings, final billing, billing adjustments, resolution of any billing dispute, resolution of any court or administrative proceeding and payments ("Term of Agreement"). Notwithstanding anything in the Agreement to the contrary, expiration or termination of the Agreement for any reason shall not relieve either Party of any right or obligation accrued or accruing hereunder prior to such expiration or termination, and no expiration or termination of this Agreement shall affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any expiration or termination.

ARTICLE 3.
TRANSACTION TYPE AND SELLER OBLIGATIONS

3.1. This Agreement is for the purchase of 2.608 percent of the Contract Products produced by the Facility or attributable to the Facility. The Facility will consist of up to ten wind turbines. Seller will notify Buyer on or before June 30, 2011 how many wind turbines will be included in the Facility.

3.2. The Parties understand and agree that as of the Effective Date Buyer has a retail load-serving obligation and that Buyer is entering into this Agreement, in part, to satisfy all or a portion of such obligation and requirement. Thus, the Parties understand and agree that Seller shall use Commercially Reasonable Efforts consistent with Good Industry Practice to maximize the availability of the Facility in order to maximize the amount of Energy, Renewable Energy Credits, and other Contract Products that Buyer will receive hereunder.

3.3. Planned Maintenance. Seller shall schedule and perform all Planned Maintenance in accordance with the Scheduling Procedure. Prior to performing or causing the performance of any Planned Maintenance, Seller shall notify Buyer upon the earlier of: (a) notification to ISO-NE and (ii) May 1st of each year of Planned Maintenance Seller intends to schedule for the First Future Year, and upon notification to, or from, ISO-NE of any additions or changes to the Planned Maintenance Schedule. All Planned Maintenance will be done in accordance with ISO-NE procedures for intermittent power resources.

3.4. Forced Outage. Seller shall use Commercially Reasonable Efforts consistent with Good Industry Practice to fully resolve any Unplanned Maintenance as quickly as possible. Seller shall notify Buyer of any Unplanned Maintenance activities as soon as reasonably possible after Seller learns of the need for such activities, but in no event later than twenty-four hours after learning of such need. Seller shall comply with the Scheduling Procedure regarding Forced Outages when performing Maintenance.

3.5. Regulatory Status. Seller shall obtain and maintain such authorizations, certificates and approvals as may be required from the Federal Energy Regulatory Commission ("FERC") as may be required for Seller to make wholesale electricity sales to Buyer at the rates and on the terms set forth under this Agreement, which Seller acknowledges is a market based rate.

3.6 Obligation to Provide Information. Seller shall provide to Buyer copies of all Information within a reasonable period of time, but in no event later than fifteen (15) days, of making or receiving Information pertaining to: (i) communications between the Seller and ISO-New England and/or the Interconnecting Utility pertaining to the Facility, any portion thereof, the Interconnection, or this Agreement; and, (ii) maintenance and/or repair pertaining to the Facility or any portion thereof or the Interconnection.

3.7 If Buyer is required to provide any Information to ISO-New England as a result of the transfer of the Generator Asset ownership to Buyer, then upon written request by Buyer, Seller shall provide such Information to Buyer within fifteen (15) days of such request. If Seller does not possess or have reasonable access to such information and/or documentation then Seller shall so notify Buyer as soon as reasonably practicable, but in no event later than fifteen (15) days after such request is made.

3.8. Capacity Qualification. At its sole expense, the Seller shall qualify the Facility for the Forward Capacity Market as a New Generating Capacity Resource that is an Intermittent Power Resource and shall maintain such qualification throughout the Term of Service. If the Buyer elects, in its sole discretion, to designate its Contract Products percentage of the Installed Capacity as self-supply for the Buyer's benefit then Seller shall use commercially reasonable efforts to comply with Buyer's election.

3.9 Adjustment for FCM Settlement. In the event that Seller and not Buyer receives payments from ISO-NE for Forward Capacity, the Monthly Contract Products Charge shall be reduced by an amount equal to percentage of Contract Products purchased by Buyer, as set forth in the definition of Contract Products, multiplied by any such payments received by Seller.

3.10. NERC Compliance. The Parties understand and agree that the Seller, and not the Buyer, shall be responsible for compliance with the North American Electric Reliability Corporation (NERC) Compliance Monitoring and Enforcement Program as such compliance relates to the Seller's obligations under this Agreement and/or ownership and/or operation of the Facility.

3.11. Lead Market Participant. The Parties understand and agree that the Seller, and not the Buyer, shall be responsible for all Lead Market Participant obligations and responsibilities.

ARTICLE 4.
PURCHASE AND SALE OF CONTRACT PRODUCTS

4.1. Sale of Contract Products. Seller shall transfer or otherwise cause a transfer of percent (2.608%) ownership share of the Generator Asset representing the Facility to Buyer on or prior to the Commercial Operation Date using the ISO-NE's Asset Registration Process

("Transferred Generator Asset"). Any such transfer shall be solely for purposes of ISO New England's settlement procedures, and shall not in any way affect the legal ownership of the Facility. At the end of the Term of Service, Buyer covenants to transfer and return the Transferred Generator Asset to the Seller. In the event of early termination of this Agreement pursuant to Article 13 as a result of a Buyer committed Event of Default, the Buyer agrees and covenants to cease receiving any and all Contract Products pertaining to the Facility and further covenants to transfer and return the Transferred Generator Asset to the Seller.

4.2. Payment for Contract Products. Buyer will pay Seller each month an amount equal to the number of kilowatt-hours received by Buyer in its ISO settlement multiplied by the Contract Energy Price ("Monthly Contract Products Charge").

4.3. Seller shall use Commercially Reasonable Efforts to obtain a Capacity Supply Obligation from another resource that is qualified to provide capacity in Maine by the first day of the month that is three calendar months following the Commercial Operation Date, in an amount (in MWs) equivalent to the amount of Capacity Supply Obligation that the Unit would have received had it participated in each applicable Forward Capacity Auction ("FCA") through May 31, 2014.

4.4. Penalty for Failure to Qualify Capacity. Beginning with the fifth FCA which shall be held to establish Forward Capacity Market ("FCM") prices for the June 2014 through May 2015 period, in the event that Seller fails to qualify the Facility for the FCM in accordance with Article 3.8 of this Agreement, then until such time as the Facility becomes qualified for the FCM and Buyer receives credit or is credited by Seller, as applicable, for capacity the Monthly Contract Products Charge will be reduced by an amount equal to the product of (a) twenty-five percent (25%) of the nameplate rating of the Facility, in MW and (b) the Capacity Clearing Price from the Forward Capacity Auction in effect for the month.

ARTICLE 5.
DELIVERY POINT

The Delivery Point for electric energy will be the Node as determined by ISO-New England pursuant to the Seller's interconnection study, which shall be a PTF point. Seller shall be responsible for all losses up to the Delivery Point.

ARTICLE 6.
TRANSMISSION

Seller shall be responsible for all transmission arrangements and all costs associated therewith, necessary to deliver and transmit the Energy sold hereunder up to the Delivery Point. Buyer shall be responsible for all transmission arrangements, and all costs associated therewith, necessary to receive and transmit the Energy purchased hereunder from the Delivery Point to the consumption point meters registering Buyer's load including, without limitation, all costs for any Regional Network Service ("RNS") and Local Network Service ("LNS") associated with the Buyer's load.

ARTICLE 7.
METERING

Electricity provided by Seller from the Facility shall be metered by Seller at the Delivery Point. Seller shall calibrate and maintain metering equipment in accordance with ISO New England standards. If at any time metering equipment associated with the Facility is found to be inaccurate by ISO New England's metering standards, Seller shall cause it to be made accurate by repair or replacement. The meter readings for the period of inaccuracy shall be adjusted by Seller to correct such inaccuracy so far as the same can be reasonably ascertained; otherwise, the inaccuracy will be deemed to have existed for one half (1/2) of the time period which elapsed between the date such equipment last tested accurate and the date that such equipment was found inaccurate. In addition to regular routine tests, which shall be made in accordance with ISO New England standards, Seller shall cause such equipment to be tested at any time upon request of and in the presence of a representative of Buyer, but in no event may Buyer request more than one test per year. If such equipment proves accurate within ISO New England's metering standards, when tested upon request of Buyer in addition to regular routine tests, the expense of such test shall be borne by Buyer.

ARTICLE 8.
RENEWABLE ENERGY CERTIFICATES

8.1. Seller's Registration Obligations. The Seller shall register the Facility, as necessary, and to the extent the Facility qualifies, so that the Facility is compliant with reporting requirements related to Renewable Energy Certificates, Environmental Attributes, certification in the New England States, including but not limited to the Commonwealth of Massachusetts, or under any applicable federal program and under the Green-E certification program. Such registration shall include, but not be limited to, registering the unit so that it is compliant with NEPOOL GIS reporting requirements relative to renewable portfolio standards. The Seller shall be obligated to maintain such registrations throughout the Term of Service. The Seller shall be responsible for all initial and ongoing costs to establish and maintain such registrations pertaining to the New England States, any applicable federal program and the Green-E certification program including, but not limited to, consultant, legal or other fees or expenses incurred, but shall not be obligated to incur any cost to modify the Facility so that it complies with the requirements of such programs to the extent that such requirements change from those in existence as of the date of this Agreement. Buyer shall assist, cooperate and consult with Seller to the extent reasonably requested by Seller in all such processes at Buyer's sole expense.

8.2. Seller's Obligations with respect to Green-E Certification. Notwithstanding anything to the contrary in this Article 8, Seller's obligations hereunder with respect to registration or qualification of the Facility under the Green-E certification program shall consist solely of providing information required for such registration or qualification and shall in no event impose any certification fee obligations or any further obligations or conditions on Seller in addition to those imposed under applicable state and federal programs.

8.3. To the extent that the acts or omissions of Seller or its agent, as applicable, cause failure to deposit Renewable Energy Certificates (or Environmental Attributes, as applicable) in Buyer's NEPOOL GIS Account in an amount equal to the MWhs of Energy delivered to the

Delivery Point during such month ("Deficient REC Amount") and the Facility qualified for such RECs or other Environmental Attributes, then Seller shall, within 30 days after written notification from Buyer, deposit in Buyer's NEPOOL GIS Account substitute Renewable Energy Credits (or Environmental Attributes, as applicable) equal to the Deficient REC Amount. Buyer shall specify to Seller the REC Type that shall be deposited into Buyer's NEPOOL GIS Account and Seller shall deposit such RECs (and/or Environmental Attributes, as applicable) in the Deficient REC Amount.

ARTICLE 9.
BILLING AND PAYMENT

9.1. Calculation of Monthly Invoice. For each month or portion thereof during the Term of Service, and, except as otherwise expressly provided herein, Buyer shall pay to Seller an amount equal the Monthly Contract Products Charge. Pending the availability of actual data, computations by Seller of charges for the purposes of billings hereunder may be based upon estimates made by Seller. Any charges that are based upon estimates shall be trued-up as soon as practicable once actual data becomes available. Errors in arithmetic, computation, meter readings, estimating, or otherwise that affect the accuracy of a bill shall be promptly corrected in a subsequent corrected bill.

9.2. Presentation and Payment. Unless otherwise agreed to in writing by the Parties: (i) Seller shall submit an invoice to Buyer for the Monthly Contract Product Charge and the respective amounts due under the terms of this Agreement as soon as practicable after the end of each calendar month during the Term of Service; (ii) the invoice shall identify each input on the bill which is based upon an estimate, in whole or in part; (iii) invoices shall be delivered to Buyer by facsimile or by mutually agreed upon electronic means, followed up by an original invoice delivered by regular mail; (iv) all such invoices shall be due and payable in immediately available funds via wire transfer no later than the Due Date, defined as fifteen (15) Business Days after the date on which such invoice is Received; and (v) any amounts not paid by the Due Date shall be deemed delinquent and shall accrue interest from the Due Date to the date of payment at a per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" as the same may change from to time (or if not published on such day on the most recent preceding day on which published), or any other periodical that may be agreed upon in writing from time to time, plus two percent (2%) ("Interest Rate"). For purposes of this Article 9.2, "Received" shall mean the date that the invoice is confirmed successfully delivered by telecopy, express mail or electronic communication. In the event that any Due Date falls on a weekend or a NERC holiday, such payment shall be due on the first business day thereafter. If Buyer fails to pay any amounts when due hereunder, Seller shall have the right to exercise any remedy available under this Agreement or at law or in equity to enforce payment of such amount plus interest at the Interest Rate and costs of collection, including reasonable attorney fees.

9.3. Challenge of Invoices. Unless otherwise agreed, in the event of a good faith dispute relating to the amounts set forth on any invoice, and provided that the undisputed portion of the invoice at issue is paid, then: (i) either Party may challenge, in writing, the accuracy of any original or adjusted invoice, provided that no adjustment for any invoice or payment will be made unless the challenge to the accuracy thereof was made prior to the lapse of twenty four (24)

months from the receipt thereof; (ii) if a Party does not challenge the accuracy of an original or adjusted invoice within such twenty four (24) month period, such invoice shall be binding upon that Party and shall not be subject to challenge.

9.4. Disputed Invoice. Within the limitation of Article 9.3, each invoice shall be subject to adjustment for true-up from estimated costs to actual costs, errors in arithmetic, computation or estimating, or adjustments related to ISO-NE settlement, or as otherwise applicable. Seller may make adjustments to any billing for a period of up to twenty four (24) months from the date of rendering of such original billing in order to reflect differences in Seller's receipt of more current data. The Parties shall use good faith efforts to resolve any billing and payment disputes promptly. Unless otherwise agreed, in case of a dispute to any portion of any invoice, only the non-disputed amount shall be paid in accordance with Article 9.2. Unless otherwise agreed, upon final determination of the invoice amount, any necessary adjustments in such invoice and the payments thereof shall be made in the invoice submitted in the month following such determination, with interest at the Interest Rate from the original Due Date of the invoice until the date of payment. Buyer's payment of an invoice (whether or not under protest) shall not affect any legal or equitable rights a Party may have to challenge the invoice within the time limitations established in Article 9.3 above.

9.5. Monthly Payment Netting. Except for amounts that one Party may owe to the other under Articles 13 and 19, which amounts shall not be included in any netting calculation, if Seller and Buyer are each required to pay an amount in the same month to the other, such amounts shall be netted, and the Party owing the greater aggregate amount shall pay to the other Party any difference between the amounts owed. Each Party reserves all rights, setoffs, counterclaims and other remedies and defenses (to the extent not expressly herein waived or denied) to which such Party has or may be entitled arising from or out of this Agreement.

ARTICLE 10.
TRANSFER OF TITLE

Title to, and risk of loss related to, the Contract Products delivered or received hereunder shall transfer from Seller to Buyer at the Delivery Point.

ARTICLE 11.
TAXES

Seller shall pay or cause to be paid all taxes on or with respect to the sale of the Contract Products prior to the Delivery Point. Buyer shall pay or cause to be paid all taxes on or with respect to the purchase of the Contract Products at and after the Delivery Point. Payment of all other taxes which are enacted or become effective or are assessed with respect to the Contract Products after the Effective Date shall be governed by the terms of this Article 11.

Each Party shall use reasonable efforts to administer this Agreement and implement its provisions in accordance with the intent of the Parties to minimize the imposition of taxes. Buyer agrees to furnish Seller with all applicable tax exemption certificates and documentation where exemption from applicable taxes is claimed.

ARTICLE 12.
FORCE MAJEURE

In the event that either of the Parties should be delayed in, or prevented from performing or carrying out any of the agreements, covenants and obligations under this Agreement by reason of Force Majeure, then, during the pendency of such Force Majeure but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent of such Party's delay or inability to perform. Neither Party shall be liable to the other Party for, or on account of, any loss, damage, injury or expense (including consequential damages and cost of replacement power) resulting from, or arising out of any such delay or prevention from performing; provided, however, the pendency of such suspension will be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and the Party suffering such delay or prevention shall provide the other Party with written notice as soon as practicable after the occurrence of such event and shall take all reasonable efforts to mitigate the effects of such event of Force Majeure and to remove the cause(s) thereof. Neither Party shall be required by the forgoing provisions to settle a strike affecting it except when, according to its best judgment, such a settlement seems advisable. If Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer and such Force Majeure excuses performance under a material provision of this Agreement, then, for so long as such Force Majeure is continuing, the Party not claiming a Force Majeure may terminate this Agreement and neither Party shall have any liability to the other as a result of such termination; provided, however, that if: (i) eight (8) or more wind turbines continue to be available for energy generation and (ii) the Force Majeure affects some, but not all, of the wind turbines at the Facility, such termination shall only apply to the affected wind turbines, and this Agreement shall remain in effect with respect to the unaffected eight (8) or more wind turbines.

ARTICLE 13.
EVENTS OF DEFAULT

13.1. Events of Default. For purposes of this Agreement, each of the following shall constitute an event of default ("Event of Default") with respect to a Party (the "Defaulting Party").

(a) Failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the other Party ("Non-Defaulting Party") and provided the payment is not the subject of a good faith dispute as described in Article 9.4.

(b) The Defaulting Party:

(i) makes a general assignment for the benefit of creditors;

(ii) files a petition or otherwise commences, authorizes or consents to the commencement of a proceeding, or cause of action, under any bankruptcy or similar law for the protection of creditors, or has any such petition filed or

commenced against it that is not discharged within thirty (30) days or otherwise becomes bankrupt or insolvent (however evidenced);

(iii) is found by a court of competent jurisdiction to not be generally paying its debts as such debts become due; or

(iv) admits in writing its inability to pay its debts generally as they become due.

(c) Failure by the Defaulting Party to perform any material covenant set forth in this Agreement (other than the events that are otherwise specifically covered in this Article 13.1 as a separate Event of Default), including, but not limited to compliance with Article 8, and such failure is not excused by Force Majeure or such failure continues uncured for more than thirty (30) calendar days after written notice to such Party specifying the nature of such failure; provided, however, that in the event of an Event of Default that is not reasonably capable of cure within thirty (30) days, the Defaulting Party commences to cure such Event of Default within thirty (30) calendar days and uses Commercially Reasonable Efforts to cure such Event of Default; provided, however, that such cure period shall not exceed one hundred eighty (180) days.

(d) Any representation or warranty made by the Defaulting Party in this Agreement is not true and complete in any material respect when made unless (i) the fact, circumstance or condition that is the subject of such representation or warranty is made true within thirty (30) calendar days after written notice to such Party specifying the nature of such misrepresentation, and (ii) such cure removes any adverse affect on the other Party of such fact, circumstance or condition being otherwise than as first represented.

(e) Failure of either Party to provide or maintain credit support provided as required by Article 19.

(f) The Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the Non-Defaulting Party.

(g) The occurrence of an uncured Letter of Credit Default.

13.2. Settlement Amount.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the Non-Defaulting Party shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing from the Defaulting Party to the Non-Defaulting Party, if any, and to liquidate and terminate this Agreement and (ii) withhold any payments due to the Defaulting Party under this Agreement. Notwithstanding the

foregoing, the Non-Defaulting Party shall have the right to designate an Early Termination Date for this Agreement as of the date immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to the Defaulting Party of an Event of Default specified in Section 13.1(b). If the Non-Defaulting Party establishes an Early Termination Date, the Non-Defaulting Party shall calculate an amount equal to its Losses and Costs reduced to present value as of the Early Termination Date ("Settlement Amount"). For purposes of calculating Losses in accordance with this Article 13.2, the Non-Defaulting Party shall use the expected monthly energy output amounts shown in Appendix B in calculating the Losses attributable to Energy and Renewable Energy Certificates and shall reasonably estimate the amount of other Contract Products to be delivered and/or sold to Buyer for the remainder of the Term of Service in calculating the Losses attributable to the other Contract Products.

Notwithstanding the above language regarding the calculation of the Settlement Amount, the Non-Defaulting Party has the option of determining the Settlement Amount through the issuance of a request for proposals for the remainder of the Term of Service, which request shall be issued and processed in commercially reasonable manner. If the Non-Defaulting Party elects to issue a request for proposals to determine the Settlement Amount, then (i) the request for proposals shall only be sent to Leading Market Makers in the ISO - New England market; and (ii) the Non-Defaulting Party shall request that each such Leading Market Maker that responds to the request for proposals provide its final price on or before the date which coincides with the Early Termination Date, with such prices to be effective on the Early Termination Date. The lowest final prices of the qualified bid responses shall be used to determine the Settlement Amount for the remainder of the Term of Service. The lowest final prices of the bid responses shall be present valued for each month using the yield on US Treasury Bills or Bonds for the discount rate. If the Non-Defaulting Party elects to issue a request for proposals in order to determine the Settlement Amount, the Non-Defaulting Party shall be required to use the results of such request for proposals in making such determination and shall be required to enter into a contract as a result of the request for proposals.

The Non-Defaulting Party shall determine a single liquidated amount (the "Termination Payment") payable by the Defaulting Party to the Non-Defaulting Party by netting out from the Settlement Amount (i) any cash or other form of security then available to the Non-Defaulting Party pursuant to Article 19 and (ii) at the option of the Non-Defaulting Party (a) any amounts due to the Defaulting Party under this Agreement against (b) any amounts due to the Non-Defaulting Party under this Agreement. Notwithstanding the foregoing, all payments due and owing for the Contract Products prior to the Early Termination Date shall be made except to the extent such amounts are setoff as forth in this Article.

As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. In no event shall a Termination Payment be due from the Non-Defaulting Party to the Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Defaulting Party within three (3) Business Days after such notice is effective. In connection with such payment, the Non-Defaulting Party shall have the right to draw on any cash or other form of security then available to the Non-Defaulting

Party pursuant to Article 19, or otherwise account therefor in a manner consistent with the calculation of the Termination Payment.

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, nevertheless immediately pay the total Termination Payment within three (3) Business Days after receipt of the Non-Defaulting Party's notice of such amount plus any unpaid amounts owing to the Non-Defaulting Party, and, within seven (7) Business Days of receipt of such notice, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. The Non-Defaulting Party shall answer any questions, within two (2) Business Days of receiving such questions, from the Defaulting Party regarding the calculation of the Termination Payment. If the dispute is resolved in favor of the Defaulting Party, the disputed amount shall be refunded within seven (7) Business Days, with interest upon such amount, calculated at the Interest Rate from the date the Termination Payment was paid to the Non-Defaulting Party until the date upon which the refund is made.

ARTICLE 14.
LIMITATION OF LIABILITY

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 15.
INDEMNIFICATION

15.1. Seller's Indemnity. Seller shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Buyer and its directors, officers, managers, agents, employees, and contractors (the "Buyer Indemnitees") from, against and with respect to, any and all Liabilities arising out of or relating to any third party claim or action against any Buyer Indemnitees arising of the following, except to the extent caused by the negligence or willful misconduct of a Buyer Indemnitee:

(a) any inaccuracy in any representation or breach of warranty of Seller contained in this Agreement;

(b) any failure by Seller to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement;

(c) the design, construction, ownership, operation and maintenance of the Facility;

(d) any actual or alleged injury or death of persons or damage to property arising in connection with Seller's operation of the Facility;

(e) any payments owing by Seller to counterparties of Seller, including any expense reimbursement or other payment obligations that Seller may have in connection with the Facility; and

(f) any liabilities arising from or relating to the Facility and the Facility site, including, but not limited to, liabilities under any applicable laws addressing health, safety and the protection of the environment.

15.2. Buyer's Indemnity. Buyer shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Seller and its directors, officers, managers, agents, employees, and shareholders (the "Seller Indemnitees") from, against and with respect to, any and all Liabilities arising out of or relating to any third party claim or action against any Seller Indemnitees arising out of the following, except to the extent caused by the negligence or willful misconduct of a Seller Indemnitee:

(a) any inaccuracy in any representation or breach of warranty of Buyer contained in this Agreement; and

(b) any failure by Buyer to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by Buyer under this Agreement.

ARTICLE 16.
ASSIGNMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective permitted successors and assigns. Neither Party shall assign or transfer, in whole or in part, this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign the Agreement without the other Party's consent as a transfer, pledge or assignment of its rights to receive performance under a transaction as security for any financing with financial institutions provided however, that any ultimate assignee who is charged with operation of the Facility is competent to perform the assignor's obligations under the Agreement; provided, however, that in any such case, the assignor or transferor shall remain liable for all of its obligations under the Contract.

ARTICLE 17.
CONFIDENTIALITY

The Parties consider the terms of this Agreement to be sensitive commercial information. Accordingly, the Parties shall not disclose the terms of this Agreement to any third party unless and to the extent required to make such disclosure by action of a court or other government authority or applicable law, provided, however, each Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to allow the other Party to seek an appropriate protective order or other remedy. The Parties shall only disclose this Agreement and other confidential information received from the other Party to (i) those of its employees, consultants, authorized representatives, and attorneys having a "need to know" in order to carry out their functions in connection with the Agreement. and (ii) to prospective lenders and investors and other prospective purchasers of energy or other products of the Facility, or Renewable Energy Certificates, which agree to maintain the confidentiality of the information disclosed. Notwithstanding the foregoing, at any time after thirty (30) days after the Effective Date, either Party may make a public announcement, or otherwise disclose, the existence and term of this Agreement, the Parties to this Agreement, and the name, location and size of the Facility.

ARTICLE 18.
REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement, each Party (or the Party specified, as applicable), with respect to itself, represents and warrants to the other Party as of the Effective Date:

18.1. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement.

18.2. It has or will obtain when required all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and no consents of any other Party and no act of any other governmental authority is required in connection with the execution, delivery

and performance of this Agreement other than those which it has or will obtain. In addition, Buyer warrants, with respect to this Agreement, that all acts necessary to the valid execution, delivery and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Buyer is obligated to comply.

18.3. Buyer represents and warrants that all persons making up the governing body of Buyer are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with all relevant federal, state and local laws, ordinances or other regulations with which Buyer is obligated to comply.

18.4. The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it.

18.5. This Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain same may be pending.

18.6. There are no bankruptcy, insolvency, reorganization, receivership or other proceedings pending or being contemplated by it or to its knowledge threatened against it.

18.7. Except as specified in Appendix C attached hereto, there are no suits, proceedings, judgments, rulings or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this Agreement.

18.8. Seller represents and warrants that it has the right to sell Contract Products hereunder.

18.9. Seller represents and warrants that as of the Commercial Operation Date it will be a member in good standing of the New England Power Pool.

18.10. Buyer represents and warrants that it is a member in good standing of the New England Power Pool.

18.11. Buyer represents and warrants that the Term of Agreement does not extend beyond any applicable limitation imposed by all relevant federal, state and local laws, ordinances or other regulations with which Buyer is obligated to comply or other relevant constitutional, organic or other governing documents and applicable law.

18.12. It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party hereto in

so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

18.13. Seller represents that, as of the Commercial Operation Date, Seller will own the Facility and will have secured all necessary rights to or in any Material Contract

18.14. Buyer warrants that it has the capacity to be sued by Seller for disputes arising under this Agreement. Buyer further warrants that in any contract action brought by Seller, whether in law or equity, to enforce Buyer's obligations under this Agreement, Buyer shall not raise sovereign immunity as a defense to such contract action.

ARTICLE 19.
CREDIT SUPPORT

19.1. Seller Credit Support

(a) Within five (5) Business Days after the date on which the construction financing for the Facility is closed and all conditions to disbursement of funds have been satisfied ("Closing Date"), Seller shall provide Rubin and Rudman LLP with a Letter of Credit issued by a Qualified Institution, substantially in the form attached hereto as Appendix A for the collective benefit of Buyer, and the Other Purchasers as buyers of the output from the Facility under the same terms and conditions as set forth in this Agreement. The Letter of Credit or a replacement Letter of Credit shall be maintained in the following amounts: $2,000,000 from up to five Business Days after the Closing Date until December 31, 2012; $1,866,667 from January 1, 2013 until December 31, 2013; $1,733,334 from January 1, 2014 until December 31, 2014; $1,600,001 from January 1, 2015 until December 31, 2015; $1,466,668 from January 1, 2016 until December 31, 2016; $1,333,335 from January 1, 2017 until December 31, 2017; $1,200,002 from January 1, 2018 until December 31, 2018; $1,066,669 from January 1, 2019 until December 31, 2019; $933,336 from January 1, 2020 until December 31, 2020; $800,003 from January 1, 2021 until December 31, 2021; $666,670 from January 1, 2022 until December 31, 2022; $533,337 from January 1, 2023 until December 31, 2023; $400,004 from January 1, 2024 until December 31, 2024; $266,671 from January 1, 2025 until the day fifteen years following the Commercial Operation Date. The amount maintained for the benefit of the Buyer shall be equal to the Contract Products percent multiplied by the applicable amount of the Letter of Credit set forth in the prior sentence ("Seller's Credit Support Amount"). The Seller shall be required to maintain the Seller's Credit Support Amount until such time as the Seller obtains an Investment Grade Credit Rating at which time the Seller's Credit Support Amount shall be cancelled and returned to the Seller. However, if at any time after the Seller obtains an Investment Grade Credit Rating, (a) the Credit Rating of Seller is lowered by S&P below BBB- and/or by Moody's below Baa3, as applicable, or (b) Seller fails to maintain a Credit Rating with at least one of S&P or Moody's and such failure is continuing, then Seller shall be required to provide the Seller's Credit Support Amount to Buyer within five (5) Business Days of a request by Buyer to be held as security for Seller's obligations under this Agreement.

(b) For purposes hereof, it shall be a "Letter of Credit Default" with respect to any Letter of Credit, upon the occurrence of any of the following events: (i) the Qualified Institution shall fail to maintain a Credit Rating of at least ("A-") by S&P and ("A3") by Moody's, (ii) the Qualified Institution shall fail to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (iii) the Qualified Institution shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of such Letter of Credit; (iv) such Letter of Credit shall fail or cease to be in full force and effect at any time during the Term of Agreement; (v) any event analogous to an event specified in Articles 13.1(b) or 13.1(c) of this Agreement shall occur with respect to the Qualified Institution; or (vi) the Seller or the Qualified Institution shall fail to cause the renewal or replacement of the Letter of Credit to the Buyer at least thirty (30) days prior to the expiration of such Letter of Credit; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to the Seller in accordance with the terms of this Agreement. If a Letter of Credit Default occurs, then the Party which has applied for such Letter of Credit shall have five Business Days to: (i) cure the event(s) causing the Letter of Credit Default; (ii) replace the Letter of Credit with a substitute Letter of Credit in the same amount as the Letter of Credit that is subject to the Letter of Credit Default and in a form reasonably acceptable to recipient of such Letter of Credit (either Rubin and Rudman LLP or Seller, as applicable) (for this paragraph only, "Substitute Letter of Credit"); or (iii) post Funds in the same amount as the Letter of Credit that is subject to the Letter of Credit Default. Any failure to cure the event(s) causing the Letter of Credit Default or to provide a Substitute Letter of Credit or Funds within five Business Days after the event(s) leading to the Letter of Credit Default shall be an Event of Default under Article 13.1(g).

19.2. Buyer Credit Support.

(a) Within five (5) Business Days after the Closing Date, Buyer shall provide Seller with evidence of an Investment Grade Credit Rating pertaining to it of S&P BBB- and/or Moody's Baa3 or better. If this is not provided, then within five (5) days after the Closing Date, Buyer shall provide Seller with cash or a Letter of Credit issued by a Qualified Institution, substantially in the form attached hereto as Appendix A. The cash, Letter of Credit or a replacement Letter of Credit shall be maintained in an amount equal to the Seller's Credit Support Amount multiplied by the Contract Products percent ("Buyer's Credit Support Amount"). The Buyer shall be required to maintain the Buyer's Credit Support Amount until such time as the Buyer obtains an Investment Grade Credit Rating at which time the Buyer's Credit Support Amount shall be cancelled and returned to the Buyer if such credit support amount was provided in the form of a Letter of Credit and shall be returned to the Buyer if such credit support amount was provided in the form of cash. However, if at any time after the Buyer obtains an Investment Grade Credit Rating, (a) the Credit Rating of Buyer is lowered by S&P below BBB- and/or by Moody's below Baa3, as applicable, or (b) Buyer fails to maintain a Credit Rating with at least one of S&P or Moody's and such failure is continuing, then Buyer shall be required to provide the Buyer's Credit Support Amount to Seller within five (5) Business Days of a request by Seller to be held as security for Buyer's obligations under this Agreement.

ARTICLE 20.
OPERATIONS COMMUNICATION

Commencing on the Effective Date, the Seller shall provide to Buyer inputs, as requested, concerning the quarterly performance reports, and notification of major plant incidents, including scheduled and unscheduled outages, and operating limitations. The Seller shall meet with the Buyer at a time and place that is mutually agreed to between the Buyer and the Seller. The Seller shall not be required to meet with the Buyer more than once every six months. The Buyer shall be notified regarding any decision or issue having a material impact on the capacity, availability or dispatch of the Facility. Seller shall retain final decision authority on all matters relating to the Facility. Seller shall use commercially reasonable efforts to provide the Buyer with a non-binding day ahead forecast of hourly production on each non-holiday weekday by 10:30 EPT.

ARTICLE 21.
DISPUTE RESOLUTION

21.1. Any disputes between the Parties under this Agreement shall be referred to the senior executives of the Buyer and Seller for resolution on an informal basis as promptly as practicable ("Informal Dispute Resolution"). In the event that the senior executives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may jointly agree upon, the Parties shall be able to pursue all available legal remedies, including, but not limited to, arbitration as set forth in Article 21.2. The Parties shall not be required to engage in Informal Dispute Resolution with respect to disputes concerning Article 13 or Article 15, and may immediately pursue all available legal remedies, including, but not limited to, arbitration as set forth in Article 21.2, with respect to such disputes.

21.2. Once the Parties have satisfied the requirements of Article 21.1, then any dispute, need of interpretation, claim, counterclaim, demand, cause of action, or other controversy arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the Parties and/or their respective representatives (for purposes of this Article 21.2 only, collectively, the "Claims"), whether such Claims sound in contract, tort, or otherwise, at law or in equity, under state or federal law, whether provided by statute or the common law, for damages or any other relief, may, if the Parties mutually agree, be resolved by binding arbitration in accordance with this Article 21.2. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as the same may be in effect from time to time to the extent not in conflict with this Article 21.2. One arbitrator shall be appointed, who shall have at least eight years' professional experience in electrical energy-related transactions; shall not have been previously employed by either Party; and shall not have a direct or indirect interest in either Party or in the subject matter of the arbitration. The validity, construction, and interpretation of this agreement to arbitrate, and all procedural aspects of the arbitration conducted pursuant hereto shall be decided by the arbitrator. In deciding the substance of the Parties' claims, the arbitrator shall refer to the governing law, shall permit and supervise the conduct of discovery among the Parties in accordance with the Federal Rules of Civil Procedure (unless otherwise agreed by the Parties in a particular arbitration), and shall have the authority to determine summarily any matter in dispute where there is no genuine issue of material fact and a Party is entitled to prevail as a matter of

law. The arbitrator shall have no authority to award consequential, multiple, exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under state or federal law, or under the Commercial Arbitration Rules of the AAA, the Parties hereby waiving their rights, if any, to recover any such damages. The arbitration proceeding shall be conducted in Portland, Maine, or in any other mutually agreed upon location and governed by Maine law, notwithstanding any laws requiring the application of the laws of another state. To the fullest extent permitted by law, any arbitration proceeding and the arbitrator's award shall be maintained in confidence by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. It is agreed that the arbitrator shall not have the power to amend or to add to this Agreement, and further that the arbitrator shall not have the authority to make rulings of law other than rulings as to the interpretation of this Agreement.

ARTICLE 22.
GENERAL PROVISIONS

22.1. Waivers. Any waiver at any time by any Party of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

22.2. Any notice, demand, request, consent, approval, confirmation, communication, or statement which is required or permitted under this Agreement, shall be in writing, except as otherwise provided, and shall be given or delivered by personal service, telecopy, telegram, Federal Express or comparable overnight delivery service, or by deposit in any United States Post Office, postage prepaid, by registered or certified mail, addressed to the Party at the address set forth below. Changes in such address shall be made by notice similarly given.

Notices to Buyer shall be sent to:

Pascoag Utility District
253 Pascoag Main Street
PO Box 854
Pascoag, RI
02859
Attn. General Manager: Theodore G. Garille
Phone: (401) 568-6222
Fax: (401) 568-0066
Email: tgarille@pud-ri.org

With a copy to:

Energy New England LLC
100 Foxborough Boulevard, Suite 110
Foxborough, MA 02035
Attn. Timothy Hebert
Phone: (508) 698-1219
Fax: (508) 698-0222

Email: Thebert@energynewengland.com ; accounting@energynewengland.com

Notices to Seller shall be sent to:

Spruce Mountain Wind, LLC
549 South Street, Building 19
Quincy, MA 02169
Attn: Andrew Goldberg
Phone: 617-503-5640
Fax: 617-890-0606
Email: agoldberg@patriotrenewables.com

With a copy to:

Spruce Mountain Wind, LLC
549 South Street, Building 19
Quincy, MA 02169
Attn: Todd Presson
Phone: 617-503-5435
Fax: 617-890-0606
Email: tpresson@patriotrenewables.com

Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address by either Party shall be made in writing no later than ten (10) days prior to the effective date of such change; provided, however, that any failure hereof shall not be deemed an event of default or other grounds for termination of the Agreement.

22.3. Governing Law and Waiver of Jury Trial. All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Maine, notwithstanding any laws requiring the application of the laws of another state. Each Party agrees to waive all rights to a trial by jury in the event of litigation to resolve any disputes hereunder.

22.4. Headings Not to Affect Meaning. The descriptive headings used for the various Articles and sections herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.

22.5. No Consent to Violation of Law. Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States as those provisions may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.

22.6. No Dedication of Facilities. Any undertakings or commitments by one Party to the other Party under this Agreement shall not constitute the dedication of the system or any portion thereof of any Party to the public or to the other Party.

22.7. Relationship to the Parties. Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between Seller and Buyer, or between either or both of them and any other Party.

22.8. Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party hereto.

22.9. Entire Agreement. This Agreement and the attached appendices constitute the entire agreement between the Parties and parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement.

22.10. Records. The Parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least two (2) years such records as may be needed to afford a clear history of all deliveries of Energy pursuant to this Agreement. For any matters in dispute, the Parties shall keep the records related to such matters until the dispute is ended. In maintaining or causing to be maintained such records, the Parties shall effect such segregation and allocation as may be needed to properly bill delivery of Energy pursuant to this Agreement.

22.11. Audit. Not more than once each calendar quarter, each Party or any third party representative of a Party shall have the right, at its sole expense, to examine the records of the other Party relating to this Agreement during normal business hours upon reasonable notice to the extent necessary to verify any invoice or amounts due and payable pursuant to this Agreement.

22.12. Amendment. This Agreement shall be amended or modified only by the mutual written agreement of both Seller and Buyer.

22.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

22.14. Forward Contract. The Parties acknowledge and agree that this Agreement is a "forward contract" within the meaning of the Bankruptcy Code, and that the Parties are acting as "forward contract merchants" by entering into the Agreement.

22.15. Material Adverse Change. If the federal government, the State of Rhode Island, or ISO-New England, Inc. adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful, or makes this Agreement unenforceable and such governmental action does not constitute a Force Majeure event under Article 12 of this Agreement, the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that the Party affected by such change in law or regulation is able to lawfully perform its obligations without materially adversely affecting the financial benefit hereunder to the other Party. If the Parties are unable to

reach agreement on such an amendment, then the Parties may pursue any legal or equitable remedies that may be available.

22.16. Severability. In the event that any provision of this Agreement is deemed unlawful or unenforceable, the remaining provisions shall remain in full force and effect; provided that (1) the material purpose thereof can be lawfully effectuated; and (2) the economics underlying this Agreement remain substantially the same.

22.17. Further Assurances. Buyer acknowledges that Seller intends to finance the acquisition and construction of the Facility, and may in the future refinance such financing, with funds to be provided, in whole or in part, by lenders and equity investors, some or all of which are yet to be identified. As reasonably necessary to accommodate such financing or refinancing, Buyer shall provide such information and documentation as may be reasonably requested by any actual or prospective lender or equity investor, including (i) financial statements, and evidence of authority and incumbency of persons executing this Agreement; (ii) a certificate from the manager or an officer confirming the enforceability of this Agreement against Buyer and the accuracy of the representations of Buyer set forth in Sections 18.1 through 18.5, 18.10 and 18.11, and addressing such other matters as may be reasonably requested by any such actual or prospective lender or equity investor, (iii) a consent to the collateral assignment of this Agreement to any such actual or prospective lender or equity investor containing such terms and provisions as may be reasonably requested by such actual or prospective lender or equity investor, including a right to cure Seller defaults provided such consent does not impair or diminish Buyer's rights hereunder, and (iv) any other consents, estoppel certificates or other documents reasonably required in connection with the financing of the Facility provided such other consents, estoppel certificates or other documents do not impair or diminish Buyer's rights hereunder. Seller shall reimburse Buyer for its legal fees resulting from compliance with this Section 22.17.

22.18. Bankruptcy Code References. The payment of the Settlement Amount constitutes a "margin payment", and the Termination Payment constitutes a "settlement payment" and/or a "transfer" under the Bankruptcy Code and for purposes of determining the Termination Payment by the Non-Defaulting Party, the netting out from the Settlement Amount of the Buyer's or Seller's Letter of Credit, as applicable, held by the Non-Defaulting Party under Article 19 herein shall constitute a "setoff or net out of termination values or payment amounts" under the Bankruptcy Code. "Bankruptcy Code" shall mean the U.S. Bankruptcy Code, 11 U.S.C. Sec. 101 et. Seq., as such may be amended from time to time.

ARTICLE 23.
COMMISSION REVIEW

(a) Neither Party shall seek to change or amend this Agreement in any way through making application to the Maine Public Utilities Commission or the Federal Energy Regulatory Commission (or to any other government agency or authority), and this Agreement shall not be subject to change through unilateral application by either Party under Sections 205 and 206 of the Federal Power Act (or pursuant to any other provision of law). Each Party hereby irrevocably waives the right to seek any change or to support any application or complaint or other legislative, judicial or regulatory action made seeking a change in the rates or a change in the terms and conditions of this Agreement, absent the mutual agreement of the Parties.

(b) Absent the agreement of both Parties to the proposed change, the standard of review for changes to this Agreement proposed by either Party, a non-party or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Services Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

Agreed to as of the date set forth above.

SELLER SPRUCE MOUNTAIN WIND, LLC	BUYER Pascoag Utility District
By:_____ Name: Jay M. Cashman Title:	By:_____ Name: Theodore G. Garille Title: General Manager

Confirmation Letters for:

Constellation Load Following Energy

Supplemental Load Following Energy

Confirmation Letter

This Confirmation (the "Confirmation") shall confirm the agreement reached on May 11, 2011 (the "Trade Date") between Constellation Energy Commodities Group, Inc. ("Constellation") and Pascoag Utility District, Rhode Island ("Pascoag"), (each individually a "Party" and collectively the "Parties") regarding the purchase and sale of Load Following Energy, as more fully set forth herein. This Confirmation is being provided pursuant to and in accordance with the EEI Master Power Purchase and Sale Agreement dated as of November 8, 2010 (the "Master Agreement") between Constellation and Pascoag and constitutes part of and is subject to the terms and provisions of such Master Agreement.

1. Definitions. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. In the event of a conflict between the terms of the Master Agreement and this Confirmation, the terms contained in this Confirmation shall control. In addition to the foregoing, the following terms shall have the meanings set forth herein.

1.1 "2x16 Energy" shall be Energy scheduled during 2x16 Hours.

1.2 "2x16 Hours" shall mean the hours beginning on HE 0800 through and including HE 2300 EPT on Saturday, Sunday and NERC Holidays.

1.3 "Confirmation" shall have the meaning given such term in the first paragraph of this Confirmation.

1.4 "Constellation Estimated Load" shall have the meaning set forth in Section 3.3.

1.5 "Delivery Point" shall have the meaning set forth in Section 4 hereof.

1.6 "EPT" shall mean Eastern Prevailing Time, which shall be the local time in New York City on the date of determination.

1.7 "HE" shall mean hour ending.

1.8 "Hedged Percentage" shall mean one hundred percent (100%) in calendar year 2012, eighty percent (80%) in calendar year 2013 and seventy-five percent (75%) in calendar year 2014 of the gross hourly Energy requirements of Pascoag's ratepayers located in Pascoag's service territory as of the Trade Date.

1.9 "ISO-NE" means ISO-New England Inc. and its successors and assigns.

1.10 "IBT Container" shall mean the form of electronic contract submittal, as implemented by the ISO-NE Market System effective March 1, 2003, that only requires Pascoag to confirm the general parameters of the IBT and not the hourly schedules of Energy delivery.

1.11 "Load" means the Energy that Constellation shall make available to Pascoag hourly in order to serve the Hedged Percentage, as represented by the RTLO of the Pascoag Load Asset, as measured at the interconnection point of Pascoag's system with National Grid, less the Pascoag fixed Volumes. Load shall not include any capacity, ancillary services

obligations, or renewable portfolio standards. In addition, and notwithstanding anything to the contrary in the Confirmation, Load shall not include any Energy requirements related to (i) any wholesale or aggregation transaction to which Pascoag is a Party; (ii) any acquisition, annexation, merger, joint venture, partnership, or other similar transaction that Pascoag may undertake; or (iii) the addition of any single customer of Pascoag whose peak load in any single hour is greater than 1 MW. To the extent that Pascoag does incur such an additional load obligation because of the occurrence of one or more of the events contemplated in the prior sentence, Constellation and Pascoag agree to meet to discuss whether changes may be made to this Confirmation to address how Pascoag's additional load obligation can be met under this Confirmation; provided however, neither Party shall be required to accept a change with which it, in its sole judgment, disagrees.

1.12 "Load Cap" shall mean 14 MW.

1.13 "Load Following Energy" shall mean that Constellation shall provide Energy to Pascoag to serve the Load by scheduling an amount of Energy during On-Peak Hours, Off-Peak Hours and 2x16 Hours on the day after each Operating Day that is equal to the amount of Load for each hour of such Operating Day.

1.14 "Master Agreement" shall have the meaning given such term in the first paragraph of this Confirmation.

1.15 "MW" shall mean megawatts.

1.16 "NERC" shall mean the North American Electric Reliability Corporation, including with any successors thereto.

1.17 "Operating Day" means the calendar day period beginning at HE 0100 EPT for which transactions in the New England Markets are scheduled.

1.18 "On-Peak Energy" shall be Energy scheduled during On-Peak Hours.

1.19 "On-Peak Hours" shall mean the hours beginning on HE 0800 EPT through and including HE 2300 EPT each day during the Term except Saturday, Sunday and any holiday designated by NERC.

1.20 "Off-Peak Energy" shall be Energy scheduled during Off-Peak Hours.

1.21 "Off-Peak Hours" shall be those hours beginning on HE 2400 EPT through and including HE 0700 EPT each day during the Term and shall include Saturday, Sunday and any holiday designated be NERC.

1.22 "Pascoag Fixed Volumes" shall mean the volumes, in megawatts, set forth on Schedule 1 hereto for On-Peak Energy, Off-Peak Energy and 2x16 Energy.

1.23 "Pascoag Load Quantity" shall have the meaning set forth in Section 3.2 hereof.

1.24 "Purchase Price" shall have the meaning set forth in Section 5 hereof.

1.25 "RTLO" shall mean the Real Time Load Obligation, as defined by the ISO-NE Rules.

1.26 "Term" shall have the meaning set forth in Section 2 hereof.

2. Term. Constellation's obligation to schedule and sell Energy, as defined in this Confirmation, and Pascoag's obligation to confirm and pay for Energy shall become effective on HE 0100 EPT, on January 1, 2012 and shall remain in effect through HE 2400, EPT, on December 31, 2014 (the "Term") unless earlier terminated pursuant to this Confirmation ("Term of Service"); provided that the applicable provisions of this Confirmation shall continue in effect after termination or expiration hereof to the extent necessary to provide for accountings, final billing, billing adjustments, resolution of any billing dispute, resolution of any court or administrative proceeding and payments

3. Purchase and Sale of Load Following Energy.

3.1 Load Following Energy. During the Term, Constellation shall schedule and sell and Pascoag shall confirm and purchase Load Following Energy at the Delivery Point at the price set forth on Exhibit A for On-Peak Hours, Off-Peak Hours and 2x16 Hours, all as more fully set forth in this Confirmation.

3.2 Load Asset. Pascoag has established a Load Asset in the ISO-NE Market System, with such Load Asset being designated as Load Asset #159 (the "Pascoag Load Asset"). The Pascoag Load Asset includes transmission and distribution losses from the ISO-NE Pool Transmission Facilities (as defined in the ISO-NE Rules) to the retail meters for Pascoag's retail customers and shall be used to determine the Load. Pascoag shall report, or cause to be reported, the quantity of Load to ISO-NE (the "Pascoag Load Quantity") and to Seller in accordance with ISO-NE Rules. Pascoag shall confirm or cause the confirmation of the scheduling of Energy by Constellation in accordance with ISO-NE Rules.

3.3 Scheduling of Energy. Constellation shall schedule Load Following Energy to Pascoag in accordance with Section 3.3.1. If Constellation does not know the actual amount of the RTLO in time to schedule the Energy on the day after the Operating Day, Constellation shall schedule an estimated amount of Energy that reasonably approximates Pascoag's RTLO based upon information available to it at the time of scheduling (the "Constellation Estimated Load"). If Pascoag's actual Load differs from the Constellation Estimated Load, Constellation and Pascoag shall settle such difference in accordance with Section 3.3.2. All Energy scheduled on the day after the Operating Day shall be scheduled at the Day-Ahead Locational Marginal Price for the Delivery Point for the hour that the Energy was consumed. Unless the Parties agree otherwise, Constellation shall schedule Energy by submitting one IBT Container for such Operating Day.

3.3.1 Load Calculation. Constellation shall calculate the amount of Load for each hour of each Operating Day according to the following formula; provided, however, if during any hour, the result of subtracting the Pascoag Fixed Volumes

from the product of the Pascoag Load Quantity and the Hedged Percentage is negative then Seller shall sell 0.0 MW to Pascoag and Pascoag shall purchase 0.0 MW from Seller during such hour(s):

Load = (Pascoag Load Quantity * (Hedged Percentage) – Pascoag Fixed Volumes

3.3.2 Settlement of Constellation Estimated Load. In the event that Constellation schedules an amount of Energy that is different than the amount of Load in any hour on an Operating Day, Constellation shall credit or charge Pascoag an amount equal to the product of (i) the hourly difference obtained by subtracting the amount of Energy scheduled and confirmed, if any, from the Load in such hour, and (ii) the Day Ahead Locational Marginal Price at the Delivery Point for such hour, as determined by ISO-NE in accordance with the ISO-NE Rules for the hours when Constellation over-scheduled or under-scheduled the Load hereunder. If the foregoing product is negative, such amounts shall be a charge to Pascoag and if such amount is positive, such amount shall be a credit to Pascoag.

3.4 Sales for Resale. Notwithstanding anything to the contrary in this Confirmation, all sales of Energy hereunder shall be sales for resale and Pascoag shall continue to be responsible for furnishing retail service to its retail customers in accordance with applicable Laws and requirements, at its sole cost and expense. For the avoidance of doubt, Pascoag shall bear all administrative costs associated with retail service, including, but not limited to billing, customer service, and meter reading.

4. Delivery Point. Constellation shall schedule all deliveries of Energy to the Massachusetts Trading Hub (ISO-NE Node #4000) (the "Delivery Point"). Constellation shall bear all costs and losses of supplying Energy hereunder to the Delivery Point and Pascoag shall bear all costs and losses at and after the Delivery Point. Title to all Energy shall pass at the Delivery Point.

5. Purchase Price. Pascoag shall pay Constellation, each month during the term, an amount equal to the product of the Load delivered pursuant to the calculation in Section 3.3.1 and the price set forth on Exhibit A for such month (the "Purchase Price"). The Purchase Price shall not be subject to adjustment or change except as set forth herein.

6. Load Growth.

6.1 Changes in Service Territory; Additional Customers; Load Cap. Notwithstanding anything to the contrary in this Confirmation, Constellation shall not be obligated to schedule and deliver Load Following Energy for any changes to the Load resulting from any excess Load over the Load Cap. To the extent that Pascoag does incur such an additional load obligation in excess of the Load Cap, Constellation and Pascoag agree to meet to discuss whether changes may be made to this Confirmation to address how Pascoag's additional load obligation can be met under this Confirmation; provided however, neither Constellation nor Pascoag shall be required to accept a change with which it, in its sole judgment, disagrees.

6.2 Involuntary Demand Response. If Pascoag becomes subject to any load interruption or demand-side management program (collectively, "DR Programs") imposed by

applicable law or ISO-NE that affects Pascoag's Load then Pascoag shall provide Constellation with the earlier of (i) sixty (60) days or (ii), in the event that such DR Programs are implemented in less than 60 days, as soon as practicable, advance written notice of such requirements and provide a description of such DR Program in reasonable detail. Constellation and Pascoag agree to meet to discuss whether changes may be made to the prices set forth in Exhibit A; provided however, neither Party shall be required to accept a change with which it, in its sole judgment, disagrees. In the event that Pascoag and Constellation cannot agree to such changes, then either Party may terminate this Confirmation upon 45 days' prior written notice without any further action.

6.3 Voluntary Demand Response. Prior to Pascoag instituting any DR Program, Pascoag will provide at least 60 days advance written notice to Constellation of such DR Program and a description of such DR Program in reasonable detail. In addition, (i) if such DR Program would reduce Load by more than 1 MWs in any hour, whether alone or aggregated with other DR Programs, or (ii) Pascoag implements DR Programs such that the total curtailment associated therewith is greater than 100 hours per calendar year, then Constellation and Pascoag agree to meet to discuss whether changes should be made to the prices set forth in Exhibit A and if so the actual changes. If the Parties are unable to agree then Constellation may terminate this Confirmation upon 30 days' prior written notice. For clarity, the foregoing shall not apply to any DR Program implemented directly by any of Pascoag's customers.

[Signature page contained on next page]

Agreed to as of the date set forth above.

CONSTELLATION ENERGY COMMODITIES GROUP, INC.	PASCOAG UTILITY DISTRICT, RHODE ISLAND
By: Bryan P. Wright	By: Michael Kirkwood
Its: Controller	Its: General Manager / CEO

MJB

SCHEDULE 1

Fixed Volumes

Pascoag's "FIXED" Supply Volumes for 2012/2013/2014			
Month	**On-Peak**	**Off-Peak**	**2x16**
January	3.564	3.414	3.564
February	3.571	3.441	3.591
March	3.573	3.453	3.603
April	3.622	3.482	3.632
May	3.563	3.423	3.573
June	3.461	3.321	3.471
July	3.398	3.248	3.398
August	3.383	3.253	3.403
September	3.404	3.274	3.424
October	3.500	3.350	3.500
November	3.550	3.420	3.570
December	3.585	3.435	3.585

EXHIBIT A

Pricing

Monthly Pricing for 2012/2013/2014			
Month	**On-Peak**	**Off-Peak**	**2x16**
January	$59.90	$59.90	$59.90
February	$59.90	$59.90	$59.90
March	$59.90	$59.90	$59.90
April	$59.90	$59.90	$59.90
May	$59.90	$59.90	$59.90
June	$59.90	$59.90	$59.90
July	$59.90	$59.90	$59.90
August	$59.90	$59.90	$59.90
September	$59.90	$59.90	$59.90
October	$59.90	$59.90	$59.90
November	$59.90	$59.90	$59.90
December	$59.90	$59.90	$59.90

POWER SUPPLY CONTRACT

BETWEEN

PASCOAG UTILITY DISTRICT

AND

NEXTERA ENERGY POWER MARKETING, LLC

POWER SUPPLY CONTRACT

BETWEEN

PASCOAG UTILITY DISTRICT

AND

NEXTERA ENERGY POWER MARKETING, LLC

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POWER SUPPLY CONTRACT

BETWEEN

PASCOAG UTILITY DISTRICT

AND

NEXTERA ENERGY POWER MARKETING, LLC

This Power Supply Contract ("Agreement"), is made and entered into as of May 9, 2012 ("Effective Date") by and between NextEra Energy Power Marketing, LLC ("NEPM" or "Seller"), and Pascoag Utility District ("Buyer") (individually a "Party" or collectively the "Parties"). The Agreement, together with the any appendices and supplements thereto shall be referred to as the "Agreement."

WHEREAS, Buyer desires to purchase Electric Product(s) from Seller; and

WHEREAS, Seller desires to sell Electric Product(s) to Buyer.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained the Parties agree as follows:

ARTICLE 1
GENERAL DEFINITIONS

Any term that is capitalized herein but not defined below shall be defined in accordance with the definitions contained in the ISO-New England, Inc. Transmission, Markets and Services Tariff as it may hereafter be amended from time to time, or a successor set of market rules taking effect within the Term of Agreement ("ISO-NE Rules").

1.01 "Affiliate" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" means the direct or indirect ownership of fifty one percent (51%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

1.02 "Agreement" has the meaning set forth in the recitals.

1.03 "Alternative Credit Support" means cash or a Letter of Credit; notwithstanding the foregoing, however, Alternative Credit Support as applied to Buyer shall mean cash only if Buyer is a Massachusetts municipal light plant.

1.04 "Applicable Law" means, with respect to any Party, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline,

Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

1.05 "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 4:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance, shall be the Party from whom the notice, payment or delivery is being sent.

1.06 "Buyer's Capacity Amount" has the meaning set forth in Appendix A.

1.07 "Buyer's Credit Support Cap" has the meaning set forth in Article 11.2(b).

1.08 "Buyer's Energy Amount" has the meaning set forth in Appendix A.

1.09 "Buyer Entitlement" means (i) Buyer's Energy Amount(s) and/or (ii) Buyer's Capacity Amount(s).

1.10 "Capacity" means, on or as of any date of determination, a power generation unit's capability to generate a specific amount of electrical energy at a given point in time measured in MWs (rounded to three (3) decimal places), excluding capacity required for station use.

1.11 "Capacity Product" has the meaning set forth in Appendix A.

1.12 "Collateral Account" has the meaning set forth in Article 11.6.

1.13 "Costs" shall mean, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement. A Party may recover its costs related to its hedge obligations only to the extent such hedge obligations particularly relate to this Agreement and then after this determination is made only to the extent of the ratio of this Agreement to all transactions hedged for all other parties.

1.14 "Credit Rating" means the rating assigned to a Party or its Guarantor, as applicable, by Moody's or S&P for such entity's long term, senior unsecured, unsubordinated debt not supported by third party credit enhancement (other than by repayment of its debt) or, if such entity does not issue long term senior unsecured, unsubordinated debt, then the rating then assigned to such entity as a corporate or long term issuer rating by Moody's or S&P. A standing guaranty in favor of NextEra Energy Capital Holdings, Inc. shall not be considered to constitute "third party credit enhancement" for purposes of this definition.

1.15 "Current Capacity Period" has the meaning set forth in Appendix A.

1.16 "Daily Energy Cost" has the meaning set forth in Appendix A.

1.17 "Defaulting Party" has the meaning set forth in Article 6.

1.18 "Delivery Day(s)" has the meaning set forth in Article 4.1.

1.19 "Delivery Point" means (i) for Energy the Pool Transmission Facilities (the "PTF") at the Internal Hub having Location ID of 4000 and Location Name Description .H.INTERNAL_HUB (the "Hub") as defined in Market Rule 1; provided, however, if, at any time during the Term of Service, the Delivery Point ceases to exist as a single trading hub, then the Delivery Point shall be determined in the following manner: (a) if multiple hubs are implemented, the Delivery Point shall be the PTF at the hub that is substantially similar to the Hub; and (b) if there is no substantially similar hub, the Parties agree that for purposes of determining replacement costs as described above, the Delivery Point shall be represented by the arithmetic average of the Nodal Prices for the Nodes that constituted the Hub as of the Effective Date; and (ii) for Capacity, the capacity zone in which the Reference Unit is located.

1.20 "Downgrade Event" means the failure to have an Investment Grade Credit Rating.

1.21 "Due Date" has the meaning set forth in Article 5.2.

1.22 "Early Termination Date" has the meaning set forth in Article 6.2.

1.23 "Effective Date" has the meaning set forth in the recitals.

1.24 "Electric Product" means the Energy Product and/or the Capacity Product.

1.25 "Energy Product" has the meaning set forth in Appendix A.

1.26 "Event of Default" has the meaning set forth in Article 6.1.

1.27 "FERC" means the Federal Energy Regulatory Commission or any successor thereto.

1.28 "Fixed Charge" has the meaning set forth in Appendix A.

1.29 "Force Majeure" means an unusual, unexpected and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that directly prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (a) any occurrence or event that merely increases the costs or causes an economic hardship to a Party, (b) any occurrence or event that was caused by or contributed to by the Party claiming the Force Majeure, (c) Seller's ability to sell the Electric Product at a price greater than that set out in this Agreement, or (d) Buyer's ability to procure the Electric Product at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely obtain and maintain all necessary Governmental Approvals, a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure.

1.30 "GAAP" means generally accepted accounting principles in the United States, as in effect from time to time.

1.31 "Gas Price Index" or "GPI" has the meaning set forth in Appendix A.

1.32 "Governmental Approval" means any approval, consent, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority with jurisdiction over a Party.

1.33 "Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government and shall also include ISO-NE.

1.34 "Guarantor" means NextEra Energy Capital Holdings, Inc.

1.35 "Index Event" means the temporary or permanent discontinuance or unavailability of the Gas Price Index.

1.36 "Informal Dispute Resolution" has the meaning set forth in Article 12.

1.37 "Interest Rate" has the meaning set forth in Article 5.2.

1.38 "Investment Grade Credit Rating" means a Credit Rating of at least BBB- from S&P or Baa3 from Moody's; provided, in the event of nonequivalent ratings, the lower rating shall be the determinant rating for any Credit Rating based criterion set forth in this Agreement.

1.39 "ISO-NE" means ISO-New England Inc. or any successor thereto.

1.40 "Letter of Credit" means one or more irrevocable, non-transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank (which is not an affiliate of either Party) with such bank having a credit rating of at least A- from S&P and A3 from Moody's, having $10,000,000,000 in assets, and otherwise being in a form acceptable to the Party in whose favor the letter of credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit. A Letter of Credit shall be valued at zero unless it expires more than thirty (30) calendar days after the date of valuation; provided, however, any successful draws, partial or otherwise, made prior to a letter of credit's applicable expiration date, shall be valued at its respective amount, if appropriate, as set forth elsewhere herein.

1.41 "Letter of Credit Default" has the meaning set forth in Article 11.5.

1.42 "Losses" shall mean, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner, in accord with market value in the ISO-NE control area. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, bids procured through a request for proposals conducted by such Party, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market

price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining applicable Term of Service to determine the value of the Electric Product. Each present value calculation shall be made using as a discount rate the yield on US Treasury Bills or Bonds having a term until maturity that is approximately equal to the period of time for which the present value calculation is being made, that is in effect on the day the calculation is made, as identified in *Bloomberg Online* or as published in *The Wall Street Journal*.

1.43 "Monthly Capacity Cost(s)" has the meaning set forth in Appendix A.

1.44 "Monthly Capacity Revenues" has the meaning set forth in Appendix A.

1.45 "Monthly Energy Cost(s)" has the meaning set forth in Appendix A.

1.46 "Monthly Entitlement Payment" is equal to the sum of (i) the Monthly Energy Cost(s) and (ii) the Monthly Capacity Cost(s), in each case for a given month and as specified in Appendix A.

1.47 "Monthly Self Supply Value" shall have the meaning given in Article 4.2(a).

1.48 "Moody's" means Moody's Investor Service, Inc.

1.49 "NERC" means the North American Electric Reliability Corporation or any successor thereto.

1.50 "NERC Business Day" means each Monday through Friday, excluding any holiday as defined by NERC.

1.51 "NextEra" means NextEra Energy Resources, LLC, a Delaware limited liability company, and any successor thereto.

1.52 "Non-Defaulting Party" has the meaning set forth in Article 6.

1.53 "Person" means any legal or natural person, including any individual, corporation, partnership, limited liability company, joint stock company, association, joint venture, trust, Governmental Authority or international body or agency, or other entity.

1.54 "Pledgor" has the meaning set forth in Article 11.4.

1.55 "Qualified Guarantor" has the meaning set forth in Article 11.1(b).

1.56 "Qualified Institution" means a U.S. commercial bank or a U.S. branch of a foreign bank (which is not an affiliate of either Party) with such bank having a credit rating of at least A- from S&P and A3 from Moody's, having $10,000,000,000 in assets.

1.57 "Qualified Resource" means a generating resource, demand resource or import capacity resource eligible to receive capacity payments in the Forward Capacity Market during the Term of Service.

1.58 "Received" has the meaning set forth in Article 5.2.

1.59 "Reference Unit" has the meaning set forth in Appendix A.

1.60 "S&P" means Standard and Poor's Rating Group.

1.61 "Secured Party" has the meaning set forth in Article 11.4.

1.62 "Self Supply" has the meaning set forth in Article 4.2.

1.63 "Self Supply Period" has the meaning set forth in Article 4.2.

1.64 "Seller's Exposure" means the Settlement Amount that would be payable by Buyer to Seller as part of a Termination Payment, as if such day were an Early Termination Date, under this Agreement as calculated by Seller in a commercially reasonable manner.

1.65 "Settlement Amount" has the meaning set forth in Article 6.2.

1.66 "Similar Agreement" means an agreement between Seller and another counterparty pursuant to which Seller sells the Electric Product (with varying combinations and entitlement amounts) to such counterparty for the same Term of Service on substantially similar terms and conditions as provided for in this Agreement.

1.67 "Tax" means (a) any tax (including franchise tax), charge, fee, levy or other assessment imposed by any Governmental Authority and based on or measured with respect to net income or profits, including any interest, penalties or additions attributable or imposed with respect thereto, and (b) any other tax, charge, levy, fee or other assessment imposed by any Governmental Authority, including any transfer, gross receipts, sales, use, service, occupation, ad valorem, property, payroll, personal property, excise, severance, premium, stamp, documentary, license, registration, social security, employment, unemployment, disability, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), add-on, value-added, withholding (whether payable directly or by withholding and whether or not requiring the filing of a tax return therefor), commercial rent and occupancy tax, and (c) any estimated tax, deficiency assessment, interest, penalties and additions to tax or additional amounts in connection with any of the foregoing, imposed by any Governmental Authority.

1.68 "Term of Agreement" has the meaning set forth in Article 2.1.

1.69 "Term of Service" has the meaning set forth in Article 2.1.

1.70 "Termination Payment" has the meaning set forth in Article 6.2.

1.71 "Transmission Provider" means ISO-NE.

ARTICLE 2
EFFECTIVE DATE AND TERM

2.1 Term. Seller shall commence selling, providing and, as applicable, scheduling the Buyer Entitlement hereunder, and Buyer shall commence purchasing, accepting and, as applicable, confirming the Buyer Entitlement hereunder on Hour Ending ("HE") 0100 EPT June 1, 2013 and Seller shall continue selling and providing the Buyer Entitlement, and Buyer shall continue purchasing, accepting, and, as applicable, confirming the Buyer Entitlement, as provided herein, through the earlier of (i) HE 2400 EPT on May 31, 2023 or (ii) the date of termination pursuant to the provisions of Article 6.2 ("Term of Service").

2.2 Continuing Provisions. The Agreement shall commence on the Effective Date and the applicable provisions hereof shall continue in effect after termination or expiration hereof to the extent necessary to provide for accountings, final billing, billing adjustments, resolution of any billing dispute, resolution of any court or administrative proceeding and payments ("Term of Agreement"). Notwithstanding anything in the Agreement to the contrary, expiration or termination of the Agreement for any reason shall not relieve either Party of any right or obligation accrued or accruing hereunder prior to such expiration or termination, and no expiration or termination of this Agreement shall affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any expiration or termination.

ARTICLE 3
OBLIGATIONS

3.1 Seller's and Buyer's Obligations. Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Buyer's Energy Amount and/or the Buyer's Capacity Amount, at the Delivery Point, and Buyer shall pay Seller the Monthly Entitlement Payment. Seller shall be responsible for any costs or charges imposed on or associated with the Electric Product or its delivery of the Electric Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Electric Product or its receipt at and from the Delivery Point.

3.2 Transmission and Risk of Loss. Buyer shall be responsible for providing its own transmission service necessary to receive and transmit the Electric Product at and from the Delivery Point and for all losses and congestion costs at and from the Delivery Point. Seller shall be responsible for all costs of supplying the Electric Product at the Delivery Point and losses and congestion costs up to the Delivery Point. Title to and risk of loss associated with the Electric Product shall transfer from Seller to Buyer at the Delivery Point.

3.3 Governmental Approvals. At its sole cost and expense, Seller shall maintain in full force and effect all Governmental Approvals necessary for it to perform its obligations under this Agreement.

3.4. Regulatory Status. Seller shall obtain and maintain such authorizations, certificates and approvals as may be required from FERC for Seller to make wholesale electricity sales to Buyer at the rates and on the terms set forth under this Agreement, which Seller acknowledges are market based rates.

ARTICLE 4
TRANSACTION TERMS AND CONDITIONS

4.1. Energy.

(a) Delivery Election. Until 1000 EPT on any NERC Business Day during the Term of Service, Buyer shall have the right to elect delivery of the Buyer's Energy Amount for a period commencing on the immediately succeeding day(s) (the "Delivery Day(s)"). For the avoidance of any doubt, Buyer may only elect delivery of a quantity of Energy equal to Buyer's Energy Amount for a 16-hour period from HE 0800 EPT through and including HE 2300 EPT on any day during the Term of Service. At Buyer's election, Buyer shall notify Seller of such delivery election (i) by telephone or (ii) by email to Seller, with such email notification having been confirmed in a reply email to Buyer (the "Scheduling Notice"). Upon written notice to Seller, Buyer shall be permitted to designate an agent to act on its behalf with respect to such delivery elections and notifications thereof.

(b) Scheduling and Confirmation of the Buyer's Energy Amount. Seller shall be obligated to deliver the Buyer's Energy Amount, the delivery of which has been elected in accordance with the "Delivery Election" section above, on a firm basis. The Buyer's Energy Amount shall be scheduled pursuant to an Internal Bilateral Transaction ("IBT"). The Parties agree that for any Internal Bilateral Transaction scheduled for the Buyer's Energy Amount such transaction shall be included in the calculation of the Marginal Loss Revenue Load Obligation pursuant to Section III.3.2.1(b)(v) of Market Rule 1 and the box indicating "Impacts Marginal Loss Revenue Allocation" will not be checked when the Energy is scheduled with ISO-NE. In accordance with ISO-NE Rules, Buyer shall timely confirm each IBT submitted by Seller pursuant to this Agreement.

(c) Remedies for Failure to Schedule or Confirm.

(i) In the event Buyer submits a Scheduling Notice to Seller in accordance with the Article 4.1(a) and Seller fails to schedule Energy for delivery to the Delivery Point as required hereunder, Seller shall credit Buyer an amount equal to the sum of the negative products of (A) the hourly amount of Energy not scheduled and (B) the difference obtained by subtracting (1) the Day Ahead Locational Marginal Price at the Delivery Point, as determined by ISO-NE in accordance with the ISO-NE Rules, for the hours when Seller failed to schedule from (2) the applicable Daily Energy Cost for the hours in which Energy was not delivered at the Delivery Point hereunder. Buyer shall be entitled to offset amounts owed to it under this section against amounts owed to Seller in its monthly invoice. For the avoidance of any doubt, the Parties agree that Buyer shall only be entitled to offset amounts under this section if the Day Ahead

Locational Marginal Price at the Delivery Point for the relevant hours is greater than the applicable Daily Energy Cost.

(ii) In the event Buyer submits a Scheduling Notice to Seller in accordance with Article 4.1(a), Seller schedules such delivery to the Delivery Point and Buyer fails to confirm same as required hereunder, Seller shall charge Buyer an amount equal to the sum of the positive products of (A) the hourly amount of Energy not confirmed and (B) the difference obtained by subtracting (1) the Day Ahead Locational Marginal Price at the Delivery Point, as determined by ISO-NE in accordance with the ISO-NE Rules, for the hours when Buyer failed to confirm from (2) the applicable Daily Energy Cost for the hours in which Energy was not delivered at the Delivery Point hereunder. For the avoidance of any doubt, the parties agree that Buyer shall be obligated to pay any amounts under this section only if the Day Ahead Locational Marginal Price at the Delivery Point for the relevant hours is less than the applicable Daily Energy Cost.

(iii) The remedies set forth herein are the Parties' exclusive remedies for the failure to schedule or confirm Energy.

4.2 Capacity.

(a) Monthly Capacity Revenues during Current Capacity Period.

For each month of the Current Capacity Period, Seller shall owe Buyer Monthly Capacity Revenues.

(b) Self Supply After Current Capacity Period.

(i) For the Capacity Commitment period beginning on June 1, 2016, Seller shall submit to ISO-NE prior to the Forward Capacity Market auction for each Capacity Commitment Period during the Term of Service a self-supply request for the benefit of Buyer that is equal to the Buyer's Capacity Amount in accordance with ISO-NE Rules ("Self Supply"). Buyer shall confirm each Self-Supply submission in accordance with the ISO-NE requirements for Self-Supply submittal. Each Capacity Commitment Period for which Seller elects Self Supply for the benefit of Buyer, in accordance with this section, shall be referred to as a "Self Supply Period." For each Self Supply Period, Buyer shall receive the value associated with such Self Supply and shall not receive any Monthly Capacity Revenues; provided, however, if (A) Buyer fails to confirm Seller's Self-Supply submission as described above or (B) Seller submits a complete and accurate Self Supply request using the Reference Unit as the Resource, such request is rejected by ISO-NE and such rejection is not due to Seller's willful misconduct or negligent act or omission, then Buyer shall receive the Monthly Capacity Revenues for the applicable Capacity Commitment Period. Seller shall notify

Buyer via electronic mail within two (2) calendar days upon receipt of any such rejection notice from ISO-NE.

(ii) If (A) Seller fails to elect Self-Supply in accordance with Article 4.2(b)(i) and the Reference Unit is a qualified Self Supply Resource for Buyer's load, (B) if the Reference Unit is a qualified Self Supply Resource for Buyer's load, Seller elects to utilize a Resource other than the Reference Unit for purposes of the Self Supply submittal and such request is rejected by ISO-NE for any reason, or (C) Seller submits a Self Supply request using the Reference Unit as the Resource, such request is rejected by ISO-NE and such rejection is due to Seller's willful misconduct or negligent act or omission, then, for each month of the applicable Capacity Commitment Period, Seller shall pay Buyer the product of (1) the Net Regional Clearing Price ($/kw-month) for the Load Zone applicable to Buyer's load; (2) the Buyer's Capacity Amount; and (3) 1,000 (the "Monthly Self Supply Value").

4.3 Changes in ISO-NE Rules in Connection With the Forward Capacity Market Auctions. Upon a change in the ISO-NE Rules governing the process for Forward Capacity Market auctions (including, without limitation, alteration of any of the deadlines required thereunder), the Parties will negotiate in good faith to develop, if necessary, adjustments to the obligations hereunder. In the event that the Parties are unable to agree upon such adjustments within (10) calendar days of the commencement of such negotiations, or such other period as the Parties may jointly agree upon, the Parties shall resolve such dispute in accordance with Article 12.2. For the avoidance of doubt, any decision of ISO-NE with respect to whether the Reference Unit may be used by Buyer for purposes of Self-Supply shall not be considered a change in ISO-NE Rules governing the process for Forward Capacity Market auctions for purposes of this Article 4.3.

ARTICLE 5
STATEMENT FOR BUYER ENTITLEMENT

5.1 Calculation of Statement. For each month or portion thereof during the Term of Service, and except as otherwise expressly provided herein, Buyer shall pay to Seller an amount for the Buyer Entitlement, in dollars per month ($/month), equal to the Monthly Entitlement Payment. Pending the availability of actual data, computations by Seller of charges for the purposes of billings hereunder may be based upon estimates made by Seller. Any charges that are based upon estimates shall be trued-up as soon as practicable once actual data becomes available and any such required adjustment shall be made in the next monthly statement. Errors in arithmetic, computation, meter readings, estimating, or otherwise that affect the accuracy of a bill shall be promptly corrected in the next monthly bill.

5.2 Presentation and Payment. Unless otherwise agreed to in writing by the Parties: (i) Seller shall submit a statement to Buyer for the amounts due under Article 5.1 for the relevant month, any other charges or credits due hereunder and the respective amounts due hereunder as soon as practicable after the end of each calendar month; (ii) the statement shall identify each

input on the bill which is based upon an estimate, in whole or in part; (iii) statements shall be delivered to Buyer by facsimile or by mutually agreed upon electronic means; (iv) all such statements shall be due and payable in immediately available funds via wire transfer no later than the Due Date, defined as fifteen (15) Business Days after such statement is Received; and (v) any amounts not paid by the Due Date shall be deemed delinquent and shall accrue interest from the Due Date to the date of payment at a per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on the Due Date (or if not published on such day on the most recent preceding day on which published), or any other periodical that may be agreed upon in writing from time to time, plus two percent (2%) ("Interest Rate"). For purposes of this Article 5.2 "Received" shall mean the date that statement is telecopied or electronically communicated with appropriate confirmation of delivery.

5.3 Statement True-ups. Within the limitation of Article 5.3, each statement shall be subject to adjustment for true-up from estimated costs to actual costs, errors in arithmetic, computation or estimating, or adjustments related to ISO-NE settlement, or as otherwise applicable. Seller may make adjustments to any billing for a period of up to twenty four (24) months from the date of rendering of such original billing in order to reflect differences in more current data received by Seller from ISO-NE.

5.4 Disputed Statements. Unless otherwise agreed: (i) either Party may challenge, in writing, the accuracy of any original or adjusted statement, provided that no adjustment for any statement or payment will be made unless the challenge to the accuracy thereof was made prior to the lapse of twenty four (24) months from the receipt thereof; (ii) if a Party does not challenge the accuracy of an original or adjusted statement within such twenty four (24) month period, such statement shall be binding upon that Party and shall not be subject to challenge; and (iii) where it is determined as a result of a statement challenge that an adjustment to a statement is appropriate, such adjustment shall include interest accrued at the Interest Rate, and shall be paid on the Due Date in the month following such determination. The Parties shall use good faith efforts to resolve any billing and payment disputes within thirty (30) days of notice of any challenge. Unless otherwise agreed, in case of a dispute regarding any portion of any unpaid statement, the undisputed amount shall be paid in full in accordance with Article 5.2, and the amount in dispute shall be deposited to an interest bearing escrow account by the Party that would be required to pay the disputed amount until the dispute has been resolved. Unless otherwise agreed, upon final determination of the statement amount, any necessary adjustments in such statement and the payments thereof shall be made in the statement submitted in the month following such determination together with interest earned on the deposits in the interest bearing escrow account at the rate offered by the institution holding such deposits. Buyer's payment of a statement (whether or not under protest) shall not affect any legal or equitable rights a Party may have to challenge the statement within the time limitations established in this Article 5.4.

5.5 Monthly Payment Netting. If an Event of Default has not occurred and is not continuing and if the Parties are required to pay an amount in the same month each to the other under this Agreement, such amounts shall be netted, and the Party owing the greater aggregate amount shall pay to the other Party any difference between the amounts owed. Notwithstanding

the above, all amounts netted pursuant to this Article 5.5 shall not take into account or include any credit support which may be in effect to secure a Party's performance under this Agreement.

ARTICLE 6
EVENTS OF DEFAULT

Without limitation of its rights at law, in equity and/or hereunder, either Party shall be entitled to terminate this Agreement upon the occurrence of an Event of Default by the other Party ("Defaulting Party"), as defined in and subject to this Article 6. The Party that is entitled to terminate this Agreement pursuant to the prior sentence shall be referred to as "Non-Defaulting Party". If this Agreement is terminated as a result of an Event of Default, Non-Defaulting Party shall be entitled to payment of actual damages by Defaulting Party subject to the limitations set forth in Article 8.

6.1 Events of Default. For purposes of this Agreement, each of the following shall constitute an event of default ("Event of Default"):

(a) Failure by a Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the other Party and provided the payment is not the subject of a good faith dispute as described in Article 5.4.

(b) A Party:

(i) makes a general assignment for the benefit of creditors;

(ii) files a petition or otherwise commences, authorizes or consents to the commencement of a proceeding, or cause of action, under any bankruptcy or similar law for the protection of creditors;

(iii) has a petition filed or a proceeding commenced against it under any bankruptcy or similar law for the protection of creditors unless such petition or proceeding is stayed, restrained, discharged or dismissed within thirty (30) calendar days after Commencement thereof; provided, however, that the aforementioned thirty (30) calendar day period shall be extended to sixty (60) calendar days if such Party (x) has good grounds to obtain such a dismissal, discharge, stay or restraint, (y) has provided evidence satisfactory to the non-affected Party within fourteen (14) calendar days of becoming aware of such proceeding or petition that it has such good grounds, which shall be determined by the non-affected Party in its reasonable discretion, and (z) has initiated necessary steps to obtain such dismissal, discharge, stay or restraint;

(iv) is found by a court of competent jurisdiction to not be generally paying its debts as such debts become due or such Party is bankrupt; or

(v) admits in writing its inability to pay its debts generally as they become due.

(c) Failure by a Party to perform any material covenant set forth in this Agreement (other than the events that are otherwise specifically covered in this Article 6.1 as a separate Event of Default and except for such Party's obligations to deliver or receive the Electric Product, the exclusive remedy for which is provided in Article 4.1(c) or Article 4.2(a), as applicable, and such failure is not excused by Force Majeure or such failure continues uncured for more than thirty (30) calendar days after written notice to such Party specifying the nature of such failure; provided, however, that in the event of an Event of Default that is not reasonably capable of cure within thirty (30) calendar days, the Party commences to cure such Event of Default within thirty (30) calendar days and uses commercially reasonable efforts to cure such Event of Default, the affected Party shall have a total cure period of not longer than ninety (90) calendar days.

(d) Any representation or warranty made by a Party in this Agreement is not true and complete in any material respect when made unless (i) the fact, circumstance or condition that is the subject of such representation or warranty is made true within thirty (30) calendar days after written notice to such Party specifying the nature of such misrepresentation, and (ii) such cure removes any adverse affect on the other Party of such fact, circumstance or condition being otherwise than as first represented.

(e) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

(f) Failure of a Party to provide or maintain credit support as and when required by Article 11 and such failure is not remedied within three (3) Business Days after written notice.

(g) with respect to a Party's guarantor, if any:

(i) if any representation or warranty made by a guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated unless (A) such misrepresentation or breach of warranty is capable of being cured and is remedied within thirty (30) calendar days after written notice is received, and (B) such cure removes any adverse affect on the other Party resulting from such misrepresentation or breach of warranty;

(ii) the failure of a guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) Business Days after written notice;

(iii) the failure of a guarantor's guaranty to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) or such guaranty becomes unenforceable for any reason prior to the satisfaction of all obligations of such Party under this Agreement without the written consent of the other Party unless credit support is provided to Buyer in accordance with Article 11.1(b) or Article 11.1(c); or

(iv) a guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty.

6.2 Settlement Amount.

(a) If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the Non-Defaulting Party shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) Business Days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties, if any, and to liquidate and terminate this Agreement and (ii) withhold any payments due to the Defaulting Party under this Agreement. If the Non-Defaulting Party establishes an Early Termination Date, the Non-Defaulting Party shall calculate an amount equal to its Losses and Costs reduced to present value as of the Early Termination Date ("Settlement Amount").

(b) The Non-Defaulting Party shall determine a single liquidated amount ("Termination Payment") payable by the Defaulting Party to the Non-Defaulting Party by netting out from the Settlement Amount (i) any cash or other form of security then available to the Non-Defaulting Party pursuant to Article 11 and (ii) (a) any amounts due to the Defaulting Party under this Agreement against (b) any other amounts due to the Non-Defaulting Party under this Agreement. The Termination Payment also shall include all amounts owed but not yet paid or invoiced by a Party to the other Party for performance already provided pursuant to this Agreement.

(c) As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. In no event shall a Termination Payment be due from the Non-Defaulting Party to the Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Defaulting Party within three (3) Business Days after such notice is effective.

(d) If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, nevertheless pay the total Termination Payment within three (3) Business Days after receipt of the Non-Defaulting Party's notice of such amount, and, within seven (7) Business Days of receipt of such notice, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. The Non-Defaulting Party shall answer any questions, within two (2) Business Days of receiving such questions, from the Defaulting Party regarding the calculation of the Termination Payment. If the dispute is resolved in favor of the

Defaulting Party, the disputed amount shall be refunded within seven (7) Business Days of such resolution, with interest upon such amount, calculated at the Interest Rate from the date the Termination Payment was paid to the Non-Defaulting Party until the date upon which the refund is made.

ARTICLE 7
FORCE MAJEURE

7.1 If either Party is unable, wholly or in part, by Force Majeure to perform obligations under this Agreement, such performance shall be excused and suspended, other than the obligation to make payments then due, so long as the circumstances that give rise to such inability exist, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be promptly corrected to the extent it may be corrected through the exercise of due diligence. Neither Party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure. Neither Party shall be required by the forgoing provisions to settle a strike affecting it except when, according to its best judgment, such a settlement seems advisable.

7.2 The Parties acknowledge and agree that as of the Effective Date of this Agreement, firm transmission is not available in ISO-NE. In the event firm transmission becomes available in ISO-NE during the Term of Service, neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Energy to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in Article 1 has occurred.

ARTICLE 8
LIMITATION OF LIABILITY

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S

LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 9
INDEMNIFICATION

To the extent permitted by law and subject to the provisions of Article 8, each Party shall defend, save harmless and indemnify the other Party and its, directors, officers, employees and agents from and against all third-party claims, demands, losses, liabilities and expenses, including reasonable attorneys' fees, for personal injury, death or damage to real property and tangible personal property of any third party to the extent arising out of any event, circumstance, act or incident first occurring or existing during the period when control and title to the Electric Product is vested in such Party, and which in any manner, directly or indirectly arise out of, result from, are connected with, or grow out of the performance or non-performance of the indemnifying party under this Agreement, except in cases of negligence or willful misconduct by the other Party, its agents, servants, contractors or employees. The indemnity obligations and rights of the Parties set forth in this Article 9 shall survive the termination or expiration of this Agreement for two (2) years after the effective date of such termination or expiration.

ARTICLE 10
ASSIGNMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than Seller and Buyer rights or remedies hereunder. Neither Party shall assign or transfer, in whole or in part, this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

Notwithstanding the above, either Party may assign this Agreement without written consent from the other Party (without relieving itself from liability hereunder) in the case of (a) an assignment or transfer to a successor in the operation of the assignor's or transferor's assets and/or business by reason of a reorganization, merger, consolidation, sale or foreclosure, where substantially all of such assets are acquired by such successor, as long as such assignee, or its guarantor, has an Investment Grade Credit Rating at least equal to that of assignee or assignee's guarantor; further provided, in the event of nonequivalent ratings, the lower rating shall be the determinant rating for this Article and the technical ability necessary to perform all of the assignor's or transferor's obligations under the Agreement, and such assignee undertakes the legal obligations to perform all such obligations under the Agreement; (b) an assignment or transfer of all or part of the assignor's or transferor's assets and/or business or interests to an affiliate of the assignor or transferor, as long as such assignee has an Investment Grade Credit Rating at least equal to that of assignee or assignee's guarantor; further provided, in the event of nonequivalent ratings, the lower rating shall be the determinant rating for this Article and the same technical ability as the assignor and ability to perform all of the assignor's or transferor's obligations under the Agreement, and such assignee undertakes the legal obligations to perform all such obligations under the Agreement; or (c) as a transfer, pledge or assignment of its rights to receive performance under a transaction as security for any financing with financial institutions.

ARTICLE 11
CREDIT SUPPORT

11.1 Seller's Credit Support.

(a) Within five (5) Business Days of the execution of this Agreement, NextEra Energy Capital Holdings, Inc. shall execute and deliver to Buyer a guaranty agreement in the form of the guaranty agreement attached as Appendix B and in the amount provided for in Appendix A. Such guaranty agreement shall guarantee the payment obligations of the Seller to the Buyer contained in this Agreement, as provided in such guaranty agreement. Such guaranty agreement shall become effective on the Effective Date and shall continue in effect during the entire Term of Agreement; provided that the amount of such guaranty shall decrease on an annual basis in accordance with the amounts provided in Appendix A. Upon the request of Seller, Buyer shall promptly take such action as is reasonably necessary to effectuate any permitted reduction.

(b) If the Guarantor elects to terminate such guaranty agreement then Seller shall provide Buyer written notice of Guarantor's notice of termination promptly upon its receipt of such notice from the Guarantor. Five (5) Business Days prior to the effective date and time of the termination of such guaranty agreement, Seller shall replace such guaranty agreement with: (i) a Letter of Credit in a form reasonably acceptable to Buyer in the same amount as such guaranty agreement, (ii) cash in the same amount as such guaranty agreement; or (iii) a guaranty from another entity with an Investment Grade Credit Rating who is reasonably satisfactory to Buyer and such guaranty is substantially

in the form of the guaranty agreement attached as Appendix B ("Qualified Guarantor") and in the same amount as the terminated guaranty agreement.

(c) If the Guarantor assigns said guaranty agreement to an entity that is not a Qualified Guarantor, then Seller shall provide Buyer written notice of Guarantor's assignment promptly upon its receipt of such notice from the Guarantor. Within five (5) Business Days prior to the effective date and time of such assignment, Seller shall replace such guaranty agreement with: (i) a Letter of Credit in a form reasonably acceptable to Buyer in the same amount as such guaranty agreement, (ii) cash in the same amount as such guaranty agreement; or (iii) a guaranty issued by a Qualified Guarantor in the same amount as the assigned guaranty agreement.

(d) At such reasonable times as Buyer requests, Seller shall cause its Guarantor to make available to Buyer its financial statements if such financial statements are not available on the Securities and Exchange Commission's "EDGAR" database or the internet home page of the applicable entity.

(e) In the event that Seller has caused a Letter of Credit to be issued for the benefit of Buyer or transferred cash to Buyer, each in accordance with Article 11.1(b) or (c), on any Business Day, Seller may request a reduction or return of such Letter of Credit or cash, provided that, after giving effect to the requested reduction or return, (i) Seller shall not have an unsatisfied credit support obligation pursuant to Article 11.1; (ii) no Event of Default with respect to Seller shall have occurred and be continuing; and (iii) no Early Termination Date has occurred or been designated as a result of an Event of Default with respect to Seller for which there exist any unsatisfied payment obligations. Any permitted return or reduction of credit support described in this Article 11.1(e) shall be effected within three (3) Business Days of such request.

11.2 Buyer's Credit Support.

(a) Initial Credit Support.

Buyer shall have no obligation to post any credit support to Seller prior to the commencement of the Term of Service.

(b) Credit Support During the Term of Service.

If, from time to time during the Term of Service, (i) Buyer fails to have an Investment Grade Credit Rating; (ii) Buyer is subject to an Event of Default under Section 6.1(b)(v); (iii) Buyer obtains independent rate-making authority and subsequently loses such independent rate-making authority and such loss has a negative impact on Buyer's authority to recover production costs, including, but not limited to, all costs payable under this Agreement during the Term of Service, as determined by Seller in its reasonable discretion; or (iv) Buyer obtains independent rate-making authority and subsequently Buyer violates any covenant in its organizational or related documents, as applicable, pursuant to which it receives its rate-making authority, then Seller may

request that Buyer provide it with Alternative Credit Support in an amount equal to Seller's Exposure (rounded up to the nearest integral multiple of $50,000 dollars), provided that the amount of Alternative Credit Support shall not exceed the Required Buyer Credit Support Amount for Energy and/or Capacity as set forth in Appendix A ("Buyer's Credit Support Cap"); provided further that Buyer's Credit Support Cap shall decrease on an annual basis in accordance with the amounts provided in Appendix A. Buyer shall provide such Alternative Credit Support to Seller within five (5) Business Days after receipt of Seller's request. On any Business Day, Buyer may request a return of the Alternative Credit Support previously provided by Buyer for the benefit of Seller, provided that, after giving effect to the requested return of Alternative Credit Support, (x) none of the events described above in clauses (i), (ii), (iii) or (iv) has occurred and is continuing; (y) no Event of Default with respect to Buyer shall have occurred and be continuing; and (z) no Early Termination Date has occurred or been designated as a result of an Event of Default with respect to Buyer for which there exist any unsatisfied payment obligations. Any permitted return of Alternative Credit Support shall be effected within three (3) Business Days of such request.

11.3 Downgrade Event. If a Party or its Guarantor, as applicable, is subject to a Downgrade Event, such Party shall provide, as soon as reasonably possible, written notice to the other Party of such Downgrade Event and then within three (3) Business Days after a request of the non-downgraded Party, the Party subject to the Downgrade Event shall deliver Alternative Credit Support to the other Party; provided that if Seller is subject to the Downgrade Event, it shall deliver Alternative Credit Support in the amount provided in Appendix A, and if Buyer is subject to the Downgrade Event, it shall deliver Alternative Credit Support in an amount determined in accordance with Article 11.2(b). For purposes of this Article 11.3, if a Party or its Guarantor is rated by both S&P and Moody's, then a downgrade by either such agency below an Investment Grade Credit Rating shall constitute a Downgrade Event with respect to such party.

11.4 Security Interest. To secure its obligations under this Agreement and to the extent either or both Parties deliver Alternative Credit Support hereunder to the other Party, each Party delivering Alternative Credit Support ("Pledgor") hereby grants to the other Party receiving such ("Secured Party") a present and continuing security interest in, and lien on (and right of setoff against), and collateral assignment of, all cash collateral and cash equivalent collateral and any and all earnings and proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, such Secured Party, and each Pledgor agrees to take such action as the Secured Party reasonably requires in order to perfect the Secured Party's first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all earnings and proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, such Secured Party. Upon or at any time after the occurrence or deemed occurrence of an Event of Default or an Early Termination Date, the Non-Defaulting Party may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all Alternative Credit Support held by or for its benefit, including any such rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the Pledgor in the possession of the Secured Party or its agent; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all Alternative Credit Support then held by or for the benefit of

the Secured Party free from any claim or right of any nature whatsoever of the Defaulting Party, including any equity or right of purchase or redemption by the Defaulting Party. The Secured Party shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the Pledgor's obligations under the Agreement (the Pledgor remaining liable for any amounts owing to the Secured Party after such application), subject to the Secured Party's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

11.5 Letter of Credit Default. For purposes hereof, it shall be a Letter of Credit Default ("Letter of Credit Default") with respect to an outstanding Letter of Credit, upon the occurrence of any of the following events: (i) the issuer of the Letter of Credit fails to maintain a Credit Rating of at least "A-" by S&P and "A3" by Moody's, (ii) the issuer of the Letter of Credit fails to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of the Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of such Letter of Credit; (iv) such Letter of Credit shall fail or cease to be in full force and effect at any time during the Term of Agreement; (v) any event analogous to an event specified in Article 6.1(b) of this Agreement shall occur with respect to the issuer of the Letter of Credit; or (vi) the Pledgor or the issuer of the Letter of Credit fails to cause the renewal or replacement of the Letter of Credit to the Secured Party at least thirty (30) calendar days prior to the expiration of such Letter of Credit; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to the Pledgor in accordance with the terms of this Agreement. If a Letter of Credit Default occurs, then the Party which applied for such Letter of Credit shall have five (5) Business Days from the date such Party receives written notice of the Letter of Credit Default from the other Party, to cure the event(s) causing the Letter of Credit Default or to replace the Letter of Credit with a substitute Letter of Credit or cash. Any failure to cure the event(s) causing the Letter of Credit Default or to provide a substitute Letter of Credit or cash within five (5) Business Days of the event(s) leading to the Letter of Credit Default shall be an Event of Default under Article 6.1(f).

11.6 Ability to Hold Collateral. The Party that is not subject to a Downgrade Event will be entitled to hold Alternative Credit Support in the form of cash provided that the following conditions applicable to it are satisfied: (1) such Party is not a Defaulting Party; (2) such Party or its Guarantor, as the case may be, has and maintains an Investment Grade Credit Rating; and (3) the Alternative Credit Support is held only in the United States. Cash held by the Party that is not subject to a Downgrade Event shall accrue interest at the rate offered by the financial institution where such Party's deposits are held. Such interest shall be calculated commencing on the date Alternative Credit Support in the form of cash is received by a Party but excluding the earlier of: (i) the date Alternative Credit Support in the form of cash is returned to a Party; or (ii) the date Alternative Credit Support in the form of cash is applied to a Pledgor's obligations pursuant to Article 11.4, with the net amount of interest accrued monthly being payable on the third Business Day of the following month. A Party holding Alternative Credit Support may apply such Alternative Credit Support, without prior notice to the other Party, to satisfy the obligations of the other Party in accordance with Article 6.2. Each Party hereby covenants and agrees that it shall be entitled herein to hold posted collateral as custodian on its own behalf as a

Secured Party if it meets the criteria set forth above in this Article 11.6. However, if the Party holding Alternative Credit Support is not eligible to hold Alternative Credit Support pursuant to this Article 11.6, then such Party shall be considered ineligible to hold Alternative Credit Support as a Secured Party and such Alternative Credit Support shall be maintained as follows: the ineligible Secured Party will cause all posted Alternative Credit Support received from the other Party to be segregated from the Secured Party's own property and identified clearly as "margin" and to be held in an account in which no property of the Secured Party is held (a "Collateral Account") with a domestic office of a Qualified Institution, each of which accounts may include property of other parties which have delivered posted margin to the Secured Party under other agreements, but will bear a title indicating that the Secured Party's interest in said account is as a holder of collateral. Such accounts will bear interest at the rate offered by the Qualified Institution. In addition, the Secured Party may direct the Pledgor to transfer or deliver eligible Alternative Credit Support directly into the Secured Party's Collateral Account. The Secured Party shall cause statements concerning the posted Alternative Credit Support transferred or delivered by the Pledgor to be sent to the Pledgor on request, which may not be made more frequently than once in each calendar month.

ARTICLE 12
DISPUTE RESOLUTION

12.1 Informal Dispute Resolution. Any disputes between the Parties under this Agreement shall be referred to the senior executives of the Buyer and Seller for resolution on an informal basis as promptly as practicable ("Informal Dispute Resolution"). In the event that the senior executives are unable to resolve the dispute within thirty (30) calendar days, or such other period as the Parties may jointly agree upon, the Parties shall be able to pursue all available legal remedies. Notwithstanding the foregoing, the Parties shall not be required to engage in Informal Dispute Resolution with respect to disputes concerning Article 6 or Article 9. With respect to disputes concerning Article 6 and Article 9, either Party may immediately pursue all available legal remedies. Disputes concerning Article 4.3, Article 5.4 and Appendix A pertaining to GPI, if applicable, shall be resolved in accordance with Article 12.2.

12.2 Expedited Mediation.

(a) In the event a dispute that is not resolved through negotiations in accordance with Article 4.3, Article 5.4 or Appendix A pertaining to GPI only, if applicable, such dispute shall be referred to mediation under the Judicial Arbitration and Mediation Services, Inc.'s ("JAMS") rules and mediators. The place of mediation shall be Boston, Massachusetts. The Parties shall agree upon a mediator within fifteen (15) calendar days after referral of the dispute to mediation. If the Parties cannot agree on a mediator within such fifteen (15) day period, a mediator shall be selected by JAMS. Compensation of the mediator and other mediation fees, costs, and expenses assessed by JAMS shall be borne equally by the Parties. Each Party shall otherwise pay for its own costs incurred to participate in the mediation. In the event that the mediator is unable to resolve the dispute within thirty (30) calendar days, or such other period as the Parties

may jointly agree upon, each Party shall have the right to pursue all available legal and/or equitable remedies.

(b) Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute, unless to do so would be impossible or impracticable under the circumstances.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party throughout the Term of Service that:

13.1 It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement.

13.2 It has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and no consents of any other party and no act of any other Governmental Authority is required in connection with the execution, delivery and performance of this Agreement.

13.3 The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it.

13.4 This Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain same may be pending.

13.5 There are no bankruptcy, insolvency, reorganization, receivership or other proceedings pending or being contemplated by it, or to its knowledge threatened against it.

13.6 There are no suits, proceedings, judgments, rulings or orders by or before any court or any Governmental Authority that could materially adversely affect its ability to perform this Agreement.

13.7 The Term of Agreement does not extend beyond any applicable limitation imposed by all relevant federal, state and local laws, ordinances or other regulations with which it is obligated to comply or other relevant constitutional, organic or other governing documents and Applicable Law.

13.8 It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party hereto in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

13.9 Seller warrants that it has the right to sell Electric Products hereunder.

13.10 Buyer warrants that it has the right to purchase Electric Products hereunder.

13.11 It is party to a Market Participant Service Agreement with ISO-NE, or otherwise has all rights with respect to the markets operated by ISO-NE required for it to fulfill its obligations under this Agreement.

ARTICLE 14
GENERAL PROVISIONS

14.1 Waivers. Any waiver at any time by any Party of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter. No waiver shall be binding unless executed in writing by the Party to be bound thereby.

14.2 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

Notices to Buyer shall be sent to:

Pascoag Utility District
253 Pascoag Main Street
PO Box 854
Pascoag, RI 02859
Attn. General Manager: Michael Kirkwood
Phone: (401) 568-6222
Fax: (401) 568-0066
Email: mkirkwood@pud-ri.org

With a copy to:

Energy New England LLC
100 Foxborough Boulevard, Suite 110
Foxborough, MA 02035

Attn. Timothy Hebert
Phone: (508) 698-1219
Fax: (508) 698-0222
Email: Thebert@energynewengland.com ; accounting@energynewengland.com

Notices to Seller shall be sent to:

All Notices:
Street: 700 Universe Blvd.
City: Juno Beach, FL Zip: 33408
Attn: Contracts/Legal Department
Phone: n/a
Facsimile: (561) 625-7504
Duns: NextEra: 05-448-1341
Federal Tax ID Number: 65 -0851428

Scheduling:
Attn: Scheduling Desk
Phone: (561) 625- 7100
Facsimile: (561) 625-7604

Payments:
Attn: Manager, NextEra Accounting
Phone: 561-304-5820
Facsimile: 561-625-7663

Wire Transfer:
BNK: Bank of America
ABA: 0260-0959-3
ACCT: 3751227650

Credit and Collections:
Attn: Credit Manager
Phone: (561) 694-6328
Facsimile: (561) 625-7642

With additional Notices of an Event of Default to:
Attn: Contracts/Legal Department
Phone: n/a
Facsimile: (561) 625-7504

Notwithstanding the above, any notice required hereunder with respect to an occurrence or event requiring immediate attention may be made orally, by telephone or otherwise, provided such notice shall be confirmed in writing promptly thereafter.

14.3 Governing Law and Venue. All disputes arising out of the performance or non-performance under this Agreement shall be construed and determined in accordance with the laws of the State of Rhode Island, notwithstanding any laws requiring the application of the laws of another state. The Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate federal court located in the State of Rhode Island, provided that such court has jurisdiction. Absent such federal jurisdiction, the Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate state court located in the State of Rhode Island.

14.4 Headings Not to Affect Meaning. The descriptive headings used for the various Articles and sections herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.

14.5 No Consent to Violation of Law. Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States as those provisions may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or Governmental Authority of competent jurisdiction.

14.6 Relationship to the Parties. Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between Seller and Buyer, or between either or both of them and any other Party.

14.7 Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties thereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party thereto.

14.8 Entire Contract. This Agreement and the attached appendices constitute the entire agreement between the Parties, and parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement.

14.9 Records. Seller shall keep complete and accurate (1) records of and supporting documentation for all charges under this Agreement and (2) accounts and records in accordance with GAAP with respect to its performance under this Agreement and shall maintain such data for a period of at least two (2) years after final billing. For any matters in dispute, the Seller shall keep the records related to such matters until the dispute is ended.

14.10 Audit. Each Party or any third party representative of a Party shall have the right, at its sole expense, to examine the records of the other Party relating to this Agreement during normal business hours upon reasonable notice to the extent necessary to verify any invoice or amounts due and payable pursuant to this Agreement.

14.11 Amendment. This Agreement shall be amended or modified only by the mutual written agreement of both Seller and Buyer.

14.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14.13 Forward Contract. The Parties intend that this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and each Party asserts that it is acting as a "forward contract merchant" by entering into the Agreement.

14.14 Taxes. Seller shall pay or cause to be paid all Taxes on or with respect to the sale of the Buyer Entitlement prior to the Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the Buyer Entitlement at and after the Delivery Point. Payment of all other Taxes which are enacted or become effective or are assessed with respect to the Buyer Entitlement after the Effective Date shall be governed by the terms of this Article 14.14. Each Party shall use reasonable efforts to administer this Agreement and implement its provisions in accordance with the intent of the Parties to minimize the imposition of Taxes. Buyer agrees to furnish Seller with all applicable tax exemption certificates and documentation where exemption from applicable Taxes is claimed. Nothing hereunder shall obligate or cause a Party to pay or be liable to pay any Tax for which it is exempt under the law.

14.15 Material Adverse Change. If the federal government or the State of Rhode Island adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful or makes this Agreement unenforceable, and such governmental action does not constitute a Force Majeure event under Article 1 or Article 7 of this Agreement, the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that the Party affected by such change in law or regulation is able to lawfully perform its obligations without materially adversely affecting the financial benefit hereunder to either Party.

14.16 Rates and Terms Binding. The rates, terms and conditions of service specified in this Agreement shall remain in effect from the Effective Date until the expiration of the Term of Service. Notwithstanding any provision in this Agreement, neither Party shall seek, nor shall support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to the FERC pursuant to the provisions of Sections 205, 206 or 306 of the Federal Power Act, as amended, or any other provisions of the Federal Power Act, as amended, absent the prior written agreement of the Parties. Further, absent the prior agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956), and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 1164 (2008).

14.17 Confidentiality. The Parties consider the pricing and other terms of this Agreement to be sensitive commercial information. Accordingly, the Parties shall not disclose the terms of this Agreement to any unaffiliated third party unless and to the extent required to make such disclosure by action of a court or other Governmental Authority or Applicable Law, including any requirement to comply with any applicable exchange, control area or independent system operator rule, provided, however, each Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to allow the other Party to seek an appropriate protective order or other remedy. The Parties shall only disclose the terms and conditions of this Agreement and other confidential information received from the other Party to those of its Affiliates, employees, consultants, authorized representatives, and attorneys having a "need to know" in order to carry out their functions in connection with the Agreement. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the non-disclosure obligations set forth in this Article 14.17; provided, that a breach of this Article 14.17 shall not give rise to a right to suspend or terminate this Agreement. Notwithstanding the foregoing, it shall not be deemed a breach of this Article 14.17 if a Party disclosed the terms or conditions of this Agreement, provided that the name of and any other identifying information relating to the other Party is redacted and otherwise not disclosed. Each Party will cause its representatives to comply with the non-disclosure obligations set forth in this Article 14.17.

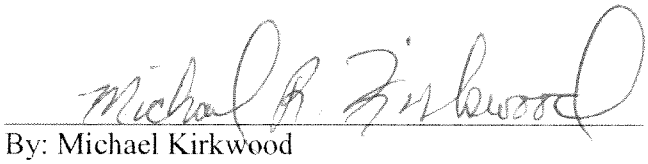
[Signature page follows]

This Agreement has been executed by officials who represent they are duly authorized to do so.

SELLER
NEXTERA ENERGY POWER MARKETING, LLC

By:
Its: Mark Palanchian
Vice President
Asst. Secretary
Nextera Energy
Power Marketing, LLC

BUYER
Pascoag Utility District



By: Michael Kirkwood
Its: General Manager

APPENDIX A
ENERGY TRANSACTION DETAILS

This part of Appendix A shall specify (i) the Energy Product portion of the Electric Product being sold to Buyer by Seller pursuant to this Agreement; (ii) the quantity of the Energy Product portion of the Electric Product being sold hereunder; (iii) the cost for such Energy Product portion of the Electric Product; and (iv) the amount of credit support required by Buyer and/or Seller for the Energy Product portion of the Electric Product being sold pursuant to this Agreement.

Energy Product: means Energy on a firm basis, which shall constitute attributes of the Buyer Entitlement as such product is now and hereafter defined pursuant to the ISO-NE Rules from time to time.

Buyer's Energy Amount: means 1 MW per hour (MWh) of Energy that Seller agrees to make available or sell and deliver, or cause to be delivered, to Buyer, and that Buyer agrees to purchase and receive, or cause to be received, from Seller as specified herein.

Monthly Energy Cost: For each month during the Term of Service, and except as otherwise expressly provided herein, Buyer shall pay to Seller an amount in dollars per month ($/month) equal to the Monthly Energy Cost (as defined below).

I. General

The "Monthly Energy Cost" is equal to the sum of (i) the sum of the Daily Energy Costs and (ii) the Fixed Energy Cost, in each case for a given month. The Monthly Energy Cost shall be calculated as follows:

II. Determination of the Daily Energy Cost

The Daily Energy Cost shall be calculated for each day during the Term of Service and shall equal MWH x Energy Price.

Where:

MWH is the MWh of Energy delivered from Seller to Buyer at the Delivery Point for such Delivery Day;

Energy Price = (HR x GPI) + VC

HR is the Heat Rate, which is equal to 7.31 MMBtu/MWh

GPI is the Gas Price Index equal to the daily midpoint price for gas delivered to Algonquin for the corresponding flow date as published in the "Daily Price Survey: Citygates: Algonquin, city-gates: Midpoint" as published in the Daily Price Survey section of *Gas Daily*. Notwithstanding the foregoing, if an Index Event occurs, then Buyer and Seller shall negotiate in good faith a Gas Price Index. In the event that the

Parties are unable to agree on an alternative Gas Price Index within ten (10) calendar days, or such other period as the Parties may jointly agree upon, the Parties shall resolve such dispute in accordance with Article 12.2.

VC means the Variable Charge in $/MWh and is equal to the applicable amount in the following table:

Contract Year	**VC ($/MWh)**
6/1/2013 - 5/31/2014	$5.88
6/1/2014 - 5/31/2015	$5.99
6/1/2015 - 5/31/2016	$6.11
6/1/2016 - 5/31/2017	$6.23
6/1/2017 - 5/31/2018	$6.35
6/1/2018 - 5/31/2019	$6.48
6/1/2019 - 5/31/2020	$6.61
6/1/2020 - 5/31/2021	$6.74
6/1/2021 - 5/31/2022	$6.87
6/1/2022 - 5/31/2023	$7.01

III. Determination of the Fixed Energy Cost

The Fixed Energy Cost shall be calculated for each month during the Term of Service and shall equal the product of (i) the Buyer's Energy Amount, (ii) FEC and (iii) 1,000.

Where:

FEC means the Fixed Energy Charge in $/kW-month and is equal to the applicable amount in the following table:

FIXED ENERGY CHARGE VALUES BY CONTRACT YEAR

Contract Year			**Fixed Charge ($/kW-month)**
6/1/2013	-	5/31/2014	$4.47
6/1/2014	-	5/31/2015	$4.39
6/1/2015	-	5/31/2016	$4.44
6/1/2016	-	5/31/2017	$6.25
6/1/2017	-	5/31/2018	$6.48
6/1/2018	-	5/31/2019	$6.96
6/1/2019	-	5/31/2020	$7.08
6/1/2020	-	5/31/2021	$7.20
6/1/2021	-	5/31/2022	$7.32
6/1/2022	-	5/31/2023	$7.43

IV. Credit Support Amounts for Seller and/or Buyer

CREDIT SUPPORT AMOUNTS BY CONTRACT YEAR

Contract Year			Required Seller Credit Support Amount ($/MW)[1]	Required Buyer Credit Support Amount ($/MW)[1]
6/1/2013	-	5/31/2014	$210,000	$210,000
6/1/2014	-	5/31/2015	$200,498	$200,498
6/1/2015	-	5/31/2016	$190,901	$190,901
6/1/2016	-	5/31/2017	$181,210	$181,210
6/1/2017	-	5/31/2018	$171,413	$171,413
6/1/2018	-	5/31/2019	$161,510	$161,510
6/1/2019	-	5/31/2020	$151,501	$151,501
6/1/2020	-	5/31/2021	$141,387	$141,387
6/1/2021	-	5/31/2022	$131,167	$131,167
6/1/2022	-	5/31/2023	$120,842	$120,842

(1) Note: Required security amounts in the table above are for a 1 MW transaction. Required security amounts for other quantities are scalable from these values.

APPENDIX A
CAPACITY TRANSACTION DETAILS

This part of Appendix A shall specify (i) the Capacity Product portion of the Electric Product being sold to Buyer by Seller pursuant to this Agreement; (ii) the quantity of the Capacity Product portion of the Electric Product being sold hereunder; (iii) the cost for such Capacity Product portion of the Electric Product; and (iv) the amount of credit support required by Buyer and/or Seller for the Capacity Product portion of the Electric Product being sold pursuant to this Agreement.

Capacity Product: means Capacity from a Qualified Resource delivered to the Delivery Point, on a firm basis, which shall constitute attributes of the Buyer Entitlement as such product is now and hereafter defined pursuant to the ISO-NE Rules from time to time.

Buyer's Capacity Amount: means 1 MW of Capacity from a Qualified Resource delivered to the Delivery Point that Seller agrees to make available or sell and deliver, or cause to be delivered, to Buyer, and that Buyer agrees to purchase and receive, or cause to be received, from Seller as specified herein.

Monthly Capacity Cost: For each month during the Term of Service, and except as otherwise expressly provided herein, Buyer shall pay to Seller an amount in dollars per month ($/month) equal to the Monthly Capacity Cost (as defined below).

I. General

The "Monthly Capacity Cost" is equal to (i) the Fixed Capacity Cost for a given month minus (ii) the Monthly Capacity Revenues, if any, as calculated in accordance with Section II. below for a given month. In the event the Monthly Capacity Revenues are greater than the Fixed Capacity Cost for a given month, Seller shall pay Buyer such difference. The Monthly Capacity Cost shall be calculated as follows:

II. Determination of the Fixed Capacity Cost

The Fixed Capacity Cost shall be calculated for each month during the Term of Service and shall equal the product of (i) the Buyer's Capacity Amount; (ii) FCC; and (iii) 1,000.

Where:

FCC means the Fixed Capacity Charge in $/kW-month and is equal to the applicable amount in the following table:

FIXED CAPACITY CHARGE VALUES BY CONTRACT YEAR

Contract Year			Fixed Charge ($/kW-month)
6/1/2013	-	5/31/2014	$2.52
6/1/2014	-	5/31/2015	$2.86
6/1/2015	-	5/31/2016	$3.13
6/1/2016	-	5/31/2017	$2.51
6/1/2017	-	5/31/2018	$2.51
6/1/2018	-	5/31/2019	$2.51
6/1/2019	-	5/31/2020	$2.51
6/1/2020	-	5/31/2021	$2.51
6/1/2021	-	5/31/2022	$2.51
6/1/2022	-	5/31/2023	$2.51

III. Determination of the Monthly Capacity Revenues

The "Monthly Capacity Revenues" is equal to (i) the product of (a) Applicable FCA Payment Rate; (b) 1,000; and (c) the Buyer's Capacity Amount, minus (ii) Applicable Peak Energy Rents, in each case for a given month.

Where:

Applicable FCA Payment Rate = (1) for the Current Capacity Period, the rates described below in Section III.A. and (2) for Future Capacity Periods (as in Section III.B.), the rate delineated as the "Payment Rate" in the "Forward Capacity Market Result Report" issued by ISO-NE for each applicable Forward Capacity Auction, which is applicable to Resources located in the same Capacity Zone as the Reference Unit

Applicable Peak Energy Rents = the product of (1) the PER deduction calculated by ISO-NE for a given month in accordance with Section III.13.7.2.7.1.1.2.(a) of Market Rule 1 ($/kw-month); (2) Dilution Rate; (3) 1,000; and (4) the Buyer's Capacity Amount

Dilution Rate = Applicable FCA Payment Rate divided by the Applicable FCA Clearing Price

Applicable FCA Clearing Price = the Capacity Clearing Price, which is applicable to Resources located in the same Capacity Zone as the Reference Unit

Reference Unit = means the Seabrook Nuclear Power Station, an approximately 1,246 MW (net) nuclear-powered electric generating facility and related assets located in Seabrook, New Hampshire, NRC Operating License No. NPF-86

A. Current Capacity Period and Applicable FCA Payment Rates

"Current Capacity Period" means the period commencing June 1, 2013, and continuing through May 31, 2016.

Contract Year	Payment Rate ($/kW-mo)
6/1/2013 - 5/31/2014	$2.516
6/1/2014 - 5/31/2015	$2.855
6/1/2015 – 5/31/2016	$3.129

B. Future Capacity Periods

"Future Capacity Periods" means any or all of the following periods, as applicable:

Contract Year		
6/1/2016	-	5/31/2017
6/1/2017	-	5/31/2018
6/1/2018	-	5/31/2019
6/1/2019	-	5/31/2020
6/1/2020	-	5/31/2021
6/1/2021	-	5/31/2022
6/1/2022	-	5/31/2023

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IV. Credit Support Amounts for Seller and/or Buyer

CREDIT SUPPORT AMOUNTS BY CONTRACT YEAR

Contract Year			Required Seller Credit Support Amount ($/MW)[1]	Required Buyer Credit Support Amount ($/MW)[1]
6/1/2013	-	5/31/2014	$90,000	$90,000
6/1/2014	-	5/31/2015	$85,928	$85,928
6/1/2015	-	5/31/2016	$81,815	$81,815
6/1/2016	-	5/31/2017	$77,661	$77,661
6/1/2017	-	5/31/2018	$73,463	$73,463
6/1/2018	-	5/31/2019	$69,218	$69,218
6/1/2019	-	5/31/2020	$64,929	$64,929
6/1/2020	-	5/31/2021	$60,594	$60,594
6/1/2021	-	5/31/2022	$56,214	$56,214
6/1/2022	-	5/31/2023	$51,789	$51,789

(1) Note: Required security amounts in the table above are for a 1 MW transaction. Required security amounts for other quantities are scalable from these values.

APPENDIX B
GUARANTY

GUARANTY

THIS GUARANTY (this "**Guaranty**"), dated as of _____, ____ (the "**Effective Date**"), is made by NEXTERA ENERGY CAPITAL HOLDINGS, INC. ("**Guarantor**"), in favor of _____ ("**Counterparty**").

RECITALS:

A. WHEREAS, Counterparty and Guarantor's indirect, wholly-owned subsidiary NEXTERA ENERGY POWER MARKETING, LLC ("**Obligor**") have entered into, or concurrently herewith are entering into, that certain Power Supply Contract effective as of May 9, 2012 (the "**Underlying Agreement**"); and

B. WHEREAS, Counterparty and Obligor may from time to time enter into one or more transactions pursuant and subject to the terms of the Underlying Agreement (the "**Transactions**"), which Transactions would be evidenced by one or more confirmations entered into by Obligor and Counterparty in accordance with the Underlying Agreement (which documentation shall, together with the Underlying Agreement, collectively be referred to hereinafter as the "**Agreement**"); and

C. WHEREAS, Guarantor will directly or indirectly benefit from the Transactions to be entered into between Obligor and Counterparty pursuant to the Agreement.

NOW THEREFORE, in consideration of the foregoing premises and as an inducement for Counterparty's execution, delivery and performance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees for the benefit of Counterparty as follows:

* * *

1. **GUARANTY.** Subject to the terms and provisions hereof, Guarantor hereby absolutely and irrevocably guarantees the timely payment when due of all obligations owing by Obligor to Counterparty arising pursuant to the Agreement on or after the Effective Date (the "**Obligations**"). This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

(a) Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor under this Guaranty, shall in no event exceed _____ *[spell out the dollar amount]* U.S. Dollars (U.S. $_____) (the "**Maximum Recovery Amount**").

(b) The obligation and liability of Guarantor under this Guaranty is specifically limited to payments expressly required to be made under the Agreement

(including the Termination Payment and/or payments required to be paid to Counterparty in connection with Obligor's indemnification obligations), as well as costs of collection and enforcement of this Guaranty (including attorney's fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations imposed by the Maximum Recovery Amount as specified in *Section 1(a)* above). In no event, however, shall Guarantor be liable for or obligated to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages.

2. DEMANDS AND PAYMENT.

(a) If Obligor fails to pay any Obligation to Counterparty when such Obligation is due and owing under the Agreement (an "**Overdue Obligation**"), Counterparty may present a written demand to Guarantor calling for Guarantor's payment of such Overdue Obligation pursuant to this Guaranty (a "**Payment Demand**").

(b) Guarantor's obligation hereunder to pay any particular Overdue Obligation(s) to Counterparty is conditioned upon Guarantor's receipt of a Payment Demand from Counterparty satisfying the following requirements: (i) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement, and the specific provision(s) of the Agreement pursuant to which such Overdue Obligation(s) became due and owing; (ii) such Payment Demand must be delivered to Guarantor in accordance with *Section 9* below; and (iii) the specific Overdue Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.

(c) After issuing a Payment Demand in accordance with the requirements specified in *Section 2(b)* above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand by 4:30 pm Eastern Prevailing Time on the fifth Business Day after Guarantor receives such demand. As used herein, the term "**Business Day**" shall mean all weekdays (*i.e.*, Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Florida or the State of New York.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Florida and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as the enforceability thereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. RESERVATION OF CERTAIN DEFENSES. Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses (if any) based upon the bankruptcy, insolvency, dissolution or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. WAIVERS AND CONSENTS. Subject to and in accordance with the terms and provisions of this Guaranty:

(a) Except as required in *Section 2* above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof; (iv) any law or statute that requires that Obligor or any other person be joined in, notified of or made part of any action against Guarantor; (v) notice of extensions, modifications, renewals, or novations of the Obligations, of any new transactions or other relationships between Counterparty and Obligor, or of changes in the financial condition of, ownership of, or business structure of Obligor; (vi) any claim or defense that payment of the Obligations is stayed against Guarantor because of the stay of assertion or of acceleration of claims against any other person or entity for any reason including the bankruptcy or insolvency of that person or entity; and (vii) the right to marshalling of any assets of Obligor.

(b) No delay by Counterparty in the exercise of (or failure by Counterparty to exercise) any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from its obligations hereunder (with the understanding, however, that the foregoing shall not be deemed to constitute a waiver by Guarantor of any rights or defenses which Guarantor may at any time have pursuant to or in connection with any applicable statutes of limitation).

(c) Without notice to or the consent of Guarantor, and without impairing or releasing Guarantor's obligations under this Guaranty, Counterparty may: (i) change the manner, place or terms for payment of all or any of the Obligations (including renewals, extensions or other alterations of the Obligations); (ii) release Obligor or any person (other than Guarantor) from liability for payment of all or any of the Obligations; (iii) receive, substitute, surrender, exchange or release any collateral or other security for any

or all of the Obligations; (iv) increase the Obligations owing from Obligor to Counterparty; or (v) proceed against, settle, release, or compromise with Obligor, any insurance carrier, or any other person or entity liable as to any part of the Obligations.

(d) If and to the extent that, as of any particular time, there are Obligations which are then due and payable but unpaid, Guarantor shall postpone and subordinate in favor of Counterparty any and all subrogation rights which Guarantor may then have arising from any payments made by Guarantor hereunder to (a) assert any claim against Obligor or (b) proceed against any property of Obligor. Upon payment of such due and unpaid Obligations, Counterparty agrees that Guarantor shall be subrogated to the rights of Counterparty against Obligor to the extent of Guarantor's payment to Counterparty.

7. REINSTATEMENT. Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy or insolvency of Obligor, all as though such payments had not been made.

8. TERMINATION. Guarantor may terminate this Guaranty by providing a written termination notice to Counterparty specifying the date upon which such termination will take effect (*provided* that no such termination shall take effect prior to 5:00 p.m. (Eastern Prevailing Time) on the tenth (10th) Business Day after the termination notice has been delivered to Counterparty in accordance with *Section 9* hereof). Upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as may pertain pursuant to the last sentence of this paragraph. No such termination shall affect Guarantor's liability with respect to any Obligations arising under any Transactions entered into prior to the time such termination is effective, which Obligations shall remain subject to this Guaranty.

Unless terminated earlier, this Guaranty and the Guarantor's obligations hereunder will terminate automatically and immediately [upon the **[second] anniversary of the Effective Date**/at 11:59:59 Eastern Prevailing Time [_____, **20**__]]; *provided, however*, that no such termination shall affect Guarantor's liability with respect to any Obligations arising prior to the time the termination is effective, which Obligations shall remain subject to this Guaranty.

9. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "**Notice**") by Counterparty to Guarantor, or by Guarantor to Counterparty, as applicable, shall be in writing and may be delivered either by (i) U.S. certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice provided by Guarantor or Counterparty, as applicable, to the other in accordance with the requirements of this *Section 9*):

TO GUARANTOR: *	*TO COUNTERPARTY:*
NextEra Energy Capital Holdings, Inc. 700 Universe Blvd. Juno Beach, Florida 33408 *Attn:* Treasurer	Pascoag Utility District 253 Pascoag Main Street PO Box 854 Pascoag, RI *Attn:* Michael Kirkwood
[Tel: (561) 694-6204 -- for use in connection with courier deliveries]	*[Tel:* (401) 568-6222 *-- for use in connection with courier deliveries]*

* *(NOTE: Copies of any Notices to Guarantor under this Guaranty shall also be sent via facsimile to ATTN: Contracts Group, Legal, Fax No. (561) 625-7504 and ATTN: Credit Department, Fax No. (561) 625-7642. However, such facsimile transmissions shall not be deemed effective for delivery purposes under this Guaranty.)*

Any Notice given in accordance with this *Section 9* will (i) if delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next Business Day after such delivery.

10. MISCELLANEOUS.

(a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

(b) This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns. Guarantor may not assign this Guaranty in part or in whole without the prior written consent of Counterparty. Counterparty may not assign its rights or benefits under this Guaranty in part or in whole without the prior written consent of Guarantor.

(c) This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof.

(d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all

genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).

(e) Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) Counterparty (by its acceptance of this Guaranty) and Guarantor each hereby irrevocably: (i) consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or if that court does not have subject matter jurisdiction, to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County (without prejudice to the right of any party to remove to the United States District Court for the Southern District of New York) for the purposes of any suit, action or other proceeding arising out of this Guaranty or the subject matter hereof or any of the transactions contemplated hereby brought by Counterparty, Guarantor or their respective successors or assigns; and (ii) waives (to the fullest extent permitted by applicable law) and agrees not to assert any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Guaranty or the subject matter hereof may not be enforced in or by such court.

(g) COUNTERPARTY (BY ITS ACCEPTANCE OF THIS GUARANTY) AND GUARANTOR EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY.

* * *

[Signature page follows]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on _____, 2012, but it is effective as of the Effective Date.

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

By:_____

Name:_____

Title:_____

Execution Copy

FIRST AMENDMENT TO POWER SUPPLY CONTRACT BETWEEN PASCOAG UTILITY DISTRICT AND NEXTERA ENERGY POWER MARKETING, LLC

This **First Amendment** to the Power Supply Contract ("Amendment") is entered into as of May 13, 2013 (the "Effective Date") between **NextEra Energy Power Marketing, LLC**, a Delaware limited liability corporation ("Seller") and **Pascoag Utility District** ("Buyer") (each referred to individually as a "Party," or collectively as the "Parties"). Capitalized terms used but not defined in this First Amendment shall have the meanings ascribed in the Power Supply Contract (as such term is defined below).

WHEREAS, Seller and Buyer are parties to that certain Power Supply Contract for the sale and purchase of Energy, dated as of May 9, 2012 (the "Agreement"); and

WHEREAS, Seller and Buyer have agreed to amend the Agreement in order to fix an error regarding calculation of the Marginal Loss Revenue Allocation in Section 4.1 (b) of the Agreement, and as more particularly set forth in this First Amendment; and

WHEREAS, Subject to rules and regulations recently promulgated by the Commodity Futures Trading Commission ("CFTC") pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), the Parties have agreed to add certain language to the Agreement acknowledging the "exempt commodity" status (as defined in Section 1a(20) of the Commodities Exchange Act), in connection with the transactions hereunder.

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

The following provisions of the Agreement shall be revised, replaced, and/or amended as set forth herein:

1. Article 1, General Definitions, of the Agreement shall be amended by adding the following definition:

   "1.72 "Trade Option" means a commodity option transaction in which the purchaser is reasonably believed by the writer to be engaged in the business involving use of that commodity or a related commodity."

2. Section 4.1(b), Scheduling and Confirmation of the Buyer's Energy Amount, of the Agreement shall be amended by deleting the third sentence in its entirety and replacing it with the following sentence:

"The Parties agree that for any IBT scheduled for the Buyer's Energy Amount, such transaction shall be included in the calculation of the Marginal Loss Revenue Load Obligation pursuant to Section III.3.2.1(b)(v) of Market Rule 1 and the box indicating "Impacts Marginal Loss Revenue Allocation" will be checked when the Energy is scheduled with ISO-NE."

3. Article 13, Representations and Warranties, of the Agreement shall be amended by adding the following provisions to the end of the Article.

"13.12 Seller represents to Buyer that it is (a) an "eligible contract participant", or (b) (1) a producer, processor, or commercial user of, or a merchant handling the commodity that is the subject of, the Trade Option, or the products or by- products thereof, and (2) that Seller is offering or entering into the Trade Option solely for purposes related to its business as such.

13.13 Buyer represents to Seller that it is (a) a producer, processor, or commercial user of, or a merchant handling the commodity that is the subject of, the Trade Option, or the products or by-products thereof, and (b) entering into the Trade Option solely for purposes related to its business as such.

13.14 Buyer and Seller intend to physically settle the Trade Option, so that if exercised, the Trade Option will result in the sale of an "exempt commodity" (as defined in Section 1a(20) of the CEA) or an "agricultural commodity" (as defined in CFTC Regulation 1.3(zz)) for immediate or deferred shipment or delivery."

4. **Miscellaneous**.

a. Ratification; Binding Effect. The Parties hereby ratify and confirm their respective obligations under the Agreement, as amended pursuant to this First Amendment. If any inconsistency exists or arises between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail.

b. Counterparts. This First Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

c. Headings. The headings used in this First Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this First Amendment.

The Parties below execute this First Amendment as of the Effective Date referenced above.

NextEra Energy Power Marketing, LLC

Name: Michael C. Toal
Vice President
Nextera Energy
Power Marketing, LLC

Title:

LEGAL

Pascoag Utility District

Name: Michael R. Kirkwood

Title: General Manager