**Standard SERVICE AND Supplier of Last Resort SERVICE Wholesale Sales Agreement**

by and between

The Connecticut Light and Power Company

dba eversource energy

and

[Seller]

dated as of [\_\_\_\_\_\_\_\_\_, 2024]

Issued on 12/13/2023

**Standard SERVICE AND Supplier of Last Resort SERVICE Wholesale Sales Agreement**

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**Standard SERVICE AND Supplier of Last Resort SERVICE Wholesale Sales Agreement**

This STANDARD SERVICE AND SUPPLIER OF LAST RESORT SERVICE WHOLESALE SALES AGREEMENT (“Agreement”) dated as of [\_\_\_\_\_\_\_\_\_\_, 2024] (“Effective Date”), is by and between THE CONNECTICUT LIGHT AND POWER COMPANY dba Eversource Energy (“CL&P” or ”Buyer”) and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (“Seller”). Seller and Buyer together are the “Parties” and each individually is a “Party” to this Agreement.

**WITNESSETH:**

**WHEREAS**, pursuant to Subsection (c) of Section 16-244c of the Connecticut General Statutes and the implementing rules and regulations of the Connecticut Public Utilities Regulatory Authority (“PURA”), Buyer must procure generation for the purpose of providing Standard Service to Retail Customers who do not use demand meters or have a maximum demand of less than five hundred kilowatts (kW), and who do not arrange for or are not receiving electric generation services from an Electric Supplier; and

**WHEREAS**, pursuant to Subsection (e) of Section 16-244c of the Connecticut General Statutes and the implementing rules and regulations of PURA, Buyer must procure generation for the purpose of providing Supplier of Last Resort Service to Retail Customers who are not eligible to receive Standard Service with demands equal to or greater than 500kW and who are unable to, or do not choose to secure energy from a competitive supplier; and

**WHEREAS**, PURA requires Buyer to issue a competitive bid solicitation in the form of a request for proposals for full requirements service to supply certain of Buyer’s Standard Service Load; and

**WHEREAS**, PURA requires Buyer to issue a competitive bid solicitation in the form of a request for proposals for full requirements service to supply certain of Buyer’s Supplier of Last Resort Service Load or each percentage thereof; and

**WHEREAS**, CL&P has issued and in the future will issue additional joint Standard Service and Supplier of Last Resort Service RFPs for full requirements service to supply Buyer’s Standard Service Load and/or Buyer’s Supplier of Last Resort Service Load (“RFPs”); and

**WHEREAS**, CL&P carefully evaluated the responses to the applicable RFP, including the response submitted by Seller, and concluded that Seller is a qualified bidder pursuant to the RFPs, and that Seller’s offer to supply certain Standard Service Load and/or certain Supplier of Last Resort Load meets the standards for selection in the RFPs;

**WHEREAS**, this Agreement sets forth the rates, terms and conditions under which Seller will supply full-requirements service as necessary to serve a specified percentage of Buyer’s Standard Service Load and/or Supplier of Last Resort Service Load thereof during the term as specified in any applicable Service Attachment(s);

**NOW, THEREFORE,** in consideration of the premises and of the mutual agreements herein contained, the Parties to this Agreement covenant and agree as follows:

# Definitions

As used throughout this Agreement, the following terms shall have the definitions set forth in this Article 1. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the ISO Documents.

## “**ACH”** means Automated Clearing House.

## **“ACP”** means the alternative compliance payment as described in Section 6.4.

## **“Affiliate”** means, with respect to any Party, 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 Party. For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

## **“ARR”** means Auction Revenue Rights.

## **“Bankrupt”** means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

## **“Bankruptcy Code”** means those laws of the United States of America related to bankruptcy codified and enacted as Title 11 of the United States Code, entitled “Bankruptcy” and found at 11 U.S.C. § 101 et seq., as such laws may be amended, modified, replaced or superseded from time to time.

## **“Block”** means one hundred percent (100%) of the Supplier of Last Resort Service (“LRS”) Load.

## **“Business Day”** means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time. Notwithstanding the foregoing, with respect to notices only, Business Day shall not include the Friday immediately following the U.S. Thanksgiving holiday.

## **“Buyer’s Exposure”** means any positive difference between (1) Market Exposure plus the Renewable Portfolio Standard obligations liability as described in Section 6.4, and (2) the sum of (i) any payment due from Buyer to Seller pursuant to Section 5.2 which has not yet been made, provided, however that for the purposes of calculating Buyer’s Exposure, the On-Peak SBA(s) and Off-Peak SBA(s) referenced in Section 5.2 shall not be calculated on a monthly basis, but will instead be calculated for any and all On-Peak CLQ(s) and Off-Peak CLQ(s) delivered for which payment has not yet been made and (ii) any Performance Assurance provided pursuant to Article 9.

## **“CL&P Metering Domains”** means the franchise service territory of CL&P containing interconnected generator assets, load assets and tie line assets.

## **“Credit Rating”** means the rating then assigned to Seller’s or Guarantor’s or any referenced third party’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if Seller or Guarantor or such third party does not have a rating for its senior unsecured long-term debt, then one rating notch below the rating then assigned to Seller or Guarantor or such third party as an issuer and/or corporate credit rating by S&P, Moody’s, or Fitch. In the event of an inconsistency in ratings (a “split rating”), the lowest of the Credit Ratings shall control.

## **“Date of Execution”** has the meaning as set forth in the applicable Service Attachment.

## **“Delivery Efficiency Factor”** means the fixed factors corresponding to the Customer Groups as set forth in the applicable Service Attachment. The Delivery Efficiency Factor is a fixed component of the On-Peak SBA(s) and Off-Peak SBA(s) as described in Section 5.1. The Delivery Efficiency Factor is set for the Service Term and is not subject to change or audit.

## **“Delivery Point”** means every node serving at any given time any Retail Customer receiving Standard Service and/or LRS, as applicable. These nodes may change from time to time during the Term of Agreement.

## **“Delivery Services”** means the combination of Regional Network Service (“RNS”) over PTF acquired pursuant to the ISO Tariff, Local Network Service (“LNS”) over Buyer’s Non-PTF pursuant to the Eversource’s local service schedule in the ISO open access transmission tariff, and distribution services under Buyer’s distribution service tariffs that are provided by Buyer for the delivery of Standard Service Requirements and LRS Requirements.

## **“Downgrade Event”** means an event where Seller’s or, if applicable, Guarantor’s Credit Rating falls below an Investment Grade Rating, or Seller or, if applicable, Guarantor ceases to have a Credit Rating.

## **“Electric Supplier”** shall have the meaning set forth in Section 16-1(30) of the Connecticut General Statutes.

## **“Energy Quantity”** means the monthly estimation of megawatt hours for any applicable Service Term(s). The values of the Energy Quantity are provided in Table 1 to the applicable Service Attachment(s), Market Exposure Calculation.

## **“Federal Funds Effective Rate”** means the interest rate as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

## **“FERC”** means the Federal Energy Regulatory Commission, or any successor thereto.

## **“Fitch”** means Fitch Investor’s Service, Inc., or its successor.

## **“Fixed Amount”** means the applicable dollar amounts set forth in Section 9.6 under the column heading “Fixed Amount”.

## **“Guarantee Amount”** means the aggregate liability of the Guarantor as set forth in the Guaranty delivered by Seller pursuant to this Agreement.

## **“Guarantor”** means any entity acceptable to Buyer in its reasonable discretion that agrees to guarantee Seller’s financial obligations under this Agreement pursuant to a Guaranty.

## **“Guaranty”** has the meaning set forth in Section 9.1.

## **“ICAP Energy”** means ICAP Energy LLC, or its successor.

## **“ICE”** means IntercontinentalExchange, Inc., or its successor.

## **“Intangible Assets”** include goodwill, patents, copyrights, trademarks, trade names, organization costs, capitalized development costs and software, franchises, licenses, property rights, and intangible portion of prepaid pensions.

## **“Investment Grade Rating”** means a Credit Rating of “Baa3” or better from Moody’s, “BBB-” or better from S&P or Fitch. In the event of an inconsistency in the ratings (a “split rating”), the lowest of the Credit Ratings shall control.

## **“ISO Documents”** means the ISO Tariff, Participants Agreement, RNA, Market Rules, ISO Policies (including without limitation financial assurance policies), ISO New England Manuals, and ISO Administrative Procedures as in effect from time to time.

## **“ISO New England Inc.”** or **“ISO”** means as defined in the ISO Tariff, or any successor thereto.

## **“ISO New England Billing Policy”** means Exhibit 1D of the ISO Tariff, or any successor thereto.

## **“ISO Tariff”** means the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as may be amended from time to time, or any successor tariff accepted by FERC.

## **“Large Commercial and Industrial Customer Group”** or **“Large C&I Group”** means Buyer’s Retail Customers in such rate classes as may be established from time to time by PURA.

## **“Letter(s) of Credit”** means one or more irrevocable, non-transferable standby letters of credit issued by a Qualified Institution. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

## **“LMP”** means Locational Marginal Price.

## **“Load Assets”** shall have the meaning ascribed to that term in the ISO Documents.

## “Locational Price Differential” means the positive or negative amount equal to: (i) the total for each hour of a billing period of the product of (a) the congestion component of the hourly day ahead Locational Marginal Price at the location(s) of the Load Asset(s) minus the congestion component of the day ahead Locational Marginal Price at the Massachusetts Hub, and (b) the amount of the hourly real time load(s) assigned to the Load Asset(s), plus (ii) the total for each hour of a billing period of the product of (a) the loss component of the hourly day ahead Locational Marginal Price at the location(s) of the Load Asset(s) minus the loss component of the day ahead Locational Marginal Price at the Massachusetts Hub, and (b) the amount of the hourly real time load(s) assigned to the Load Asset(s). The Locational Price Differential shall be applicable only to the percentage of the Standard Service Requirements and/or LRS Requirements set forth in any Service Attachment that indicates Scenario B.

## **“LRS”** See “Supplier of Last Resort.”

## **“Market Change”** means any change in the ISO Tariff, including without limitation Section III thereto, Market Rule 1 – Standard Market Design.

## **“Market Exposure”** means the summation of the amounts calculated for each full month remaining in the applicable Service Term(s) of (i) the On-Peak Forward Price minus the On-Peak Initial Market Price, multiplied by the On-Peak Period-NEPOOL Energy Quantity, and (ii) the Off-Peak Forward Price minus the Off-Peak Initial Market Price, multiplied by the Off-Peak Period-NEPOOL Energy Quantity. The format for calculating the Market Exposure is provided in Table 1 to the applicable Service Attachment(s), Market Exposure Calculation.

## **“Market Rule 1”** means Section III of the ISO Tariff, or any successor agreement accepted or approved by FERC.

## **“Massachusetts Hub”** means the group of Nodes identified by ISO as Location ID 4000 in the ISO reporting system as of the Effective Date. If ISO ceases to identify an LMP for the Massachusetts Hub, then the location shall be a Node or group of Nodes that provides equivalent pricing.

## **“Moody’s”** means Moody’s Investors Service or its successor.

## **“NEPOOL”** means the New England Power Pool, the power pool created by and operated pursuant to the provisions of the RNA, or any successor to the New England Power Pool.

## **“New England Control Area”** means as defined in the ISO Tariff.

## **“New England Markets”** means as defined in Section I of the ISO Tariff.

## **“Off-Peak Contract Load Quantity”** or **“Off-Peak CLQ”** means the percentage of the sum of the Off-Peak Period-Connecticut hourly totals of the Standard Service Load by Standard Service Customer Class and/or LRS Load for the LRS Group for which Seller is obligated to supply Standard Service Requirements and/or LRS Requirements pursuant to the applicable Service Attachment(s). The Off-Peak CLQ shall be calculated in accordance with Appendix A.

## **“Off-Peak Forward Price”** means the arithmetic average of the future Off-Peak Period-NEPOOL market prices, which shall be the mid-point between the bid and ask prices at the Massachusetts Hub as quoted by ICAP Energy, or if unavailable, by ICE. If quoted market prices are not available for all or a portion of the applicable Service Term(s) from either ICE or ICAP Energy, the Parties shall agree to alternative sources for market prices for such period. The Off-Peak Forward Price shall be calculated using monthly bid and ask prices to the extent quoted by ICAP Energy, or if unavailable, by ICE. In the event that monthly bid and ask prices are not quoted by either ICE or ICAP Energy, then quarterly bid and ask prices shall be used to the extent quoted by ICAP Energy, or if unavailable, by ICE. In the event that quarterly bid and ask prices are not quoted by either ICE or ICAP Energy, then seasonal bid and ask prices shall be used to the extent quoted by ICAP Energy, or if unavailable, by ICE. In the event that seasonal bid and ask prices are not quoted by either ICE or ICAP Energy, then annual bid and ask prices shall be used to the extent quoted by ICAP Energy, or if unavailable, by ICE.

## **“Off-Peak Initial Market Price”** means the Off-Peak Period-NEPOOL prices at the Massachusetts Hub as of the Service Attachment Date of Execution, as set forth in Table 1 to the applicable Service Attachment(s). Each Service Attachment may have a different Off-Peak Initial Market Price.

## **“Off-Peak Period-NEPOOL”** means all hours not included in the On-Peak Period-NEPOOL.

## **“Off-Peak Period-Connecticut”** means all hours not included in the On-Peak Period-Connecticut.

## **“Off-Peak Supplier Billing Amount(s)”** or **“Off-Peak SBA(s)”** has the meaning as set forth in Section 5.1.

## **“On-Peak Contract Load Quantity”** or **“On-Peak CLQ”** means the percentage of the sum of the On-Peak Period-Connecticut hourly totals of the Standard Service Load by Standard Service Customer Class and/or LRS Load for the LRS Group for which Seller is obligated to supply Standard Service Requirements and/or LRS Requirements pursuant to the applicable Service Attachment(s). The On-Peak CLQ shall be calculated in accordance with Appendix A.

## **“On-Peak Forward Price”** means the arithmetic average of the future On-Peak Period-NEPOOL market prices, which shall be the mid-point between the bid and ask prices at the Massachusetts Hub as quoted by ICAP Energy, or if unavailable, by ICE. If quoted market prices are not available for all or a portion of the applicable Service Term(s) from either ICE or ICAP Energy, the Parties shall agree to alternative sources for market prices for such period. The On-Peak Forward Price shall be calculated using monthly bid and ask prices to the extent quoted by ICAP Energy, or if unavailable, by ICE. In the event that monthly bid and ask prices are not quoted by either ICE or ICAP Energy, then quarterly bid and ask prices shall be used to the extent quoted by ICAP Energy, or if unavailable, by ICE. In the event that quarterly bid and ask prices are not quoted by either ICE or ICAP Energy, then seasonal bid and ask prices shall be used to the extent quoted by ICAP Energy, or if unavailable, by ICE. In the event that seasonal bid and ask prices are not quoted by either ICE or ICAP Energy, then annual bid and ask prices shall be used to the extent quoted by ICAP Energy, or if unavailable, by ICE.

## **“On-Peak Initial Market Price”** means the On-Peak Period-NEPOOL price at the Massachusetts Hub as of the Service Attachment Date of Execution, as set forth in Table 1 to the applicable Service Attachment(s). Each Service Attachment may have a different On-Peak Initial Market Price.

## **“On-Peak Period-NEPOOL”** means the hour ending 08:00 (HE8) through the hour ending 23:00 (HE23) Monday through Friday, excluding NERC holidays.

## **“On-Peak Period-Connecticut”** means the hour ending 13:00 (HE13) through the hour ending 20:00 (HE20) Monday through Friday, as defined by PURA in its December 21, 2006 Final Decision in Docket 05-10-03.

## **“On-Peak Supplier Billing Amount(s)”** or **“On-Peak SBA(s)”** has the meaning as set forth in Section 5.1.

## **“Participants Agreement”** means the “Participants Agreement among ISO New England Inc. as the Regional Transmission Organization for New England and the New England Power Pool and the entities that are from time to time parties hereto constituting the Individual Participants” dated as of February 1, 2005, as may be amended from time to time, or any successor thereto accepted by FERC.

## **“Performance Assurance”** means collateral in the form of cash, Letter(s) of Credit, or other security acceptable to Buyer. Cash collateral may be held by Buyer provided that Buyer has an Investment Grade Rating, but shall be held by a Qualified Institution if Buyer does not have such a rating. Cash collateral shall earn interest at the Federal Funds Effective Rate, with such interest to be remitted to Seller on a monthly basis. The Qualified Institution shall hold the cash collateral in a segregated, safekeeping or custody account within the Qualified Institution with the title of such account indicating that the property contained therein is being held as Performance Assurance for the ownership of Seller, subject to the security interest of Buyer. In addition, Performance Assurance shall be deemed, for all legal purposes, to mean adequate assurance as such term is used in the Uniform Commercial Code ("UCC") and the Bankruptcy Code and amendments thereto. The Parties specifically recognize that the use of Performance Assurance throughout this Agreement shall not limit any legal right, action or remedy that would have otherwise been available to the aggrieved Party under either the UCC or Bankruptcy Code.

## **“Pool Transmission Facility”** or **“PTF”** means as defined in Section II of the ISO Tariff.

## **“Power Services”** means the services, products, obligations and other costs that are necessary to supply Standard Service Requirements and/or LRS Requirements, as applicable, under the ISO Documents resulting from ownership of the applicable Load Asset(s), including NEPOOL administration expenses billed directly to Seller’s account by ISO in accordance with the ISO New England Billing Policy. Seller shall be responsible for all components of the LMP (energy, loss and congestion) to the Delivery Point; provided, however, that Buyer shall reimburse Seller for any applicable Locational Price Differential.

## **“PURA”** means the Connecticut Public Utilities Regulatory Authority, or any successor thereto.

## **“Qualified Institution”** means a U.S. commercial bank or a U.S. branch of a foreign bank with (i) a Credit Rating of at least (a) "A-" by S&P, “A-“ Fitch and "A3" by Moody's, if such entity is rated by S&P, Fitch and Moody’s or (b) "A-" by S&P or “A-“ by Fitch or "A3" by Moody's, if such entity is rated by either S&P, Fitch or Moody’s but not all three, and (ii) having assets of at least $10,000,000,000.

## **“Real-Time Price”** means either the hourly price for energy in the Connecticut Load Zone (identified by ISO as Location ID 4004), or if ISO implements two energy zones during the Term of Agreement the hourly prices for energy in the Southwest Connecticut (“SWCT”) Load Zone and the Rest of Connecticut (“ROCT”) Load Zone, as published by ISO under Real-Time LMP on its website, as such price may be corrected or revised from time to time by ISO in accordance with its rules. If ISO ceases to identify these load zones, then the location shall be the zones or groups of Nodes that provides equivalent pricing.

## **“Renewable Portfolio Standard”** or **“RPS”** means the minimum amount of energy derived from renewable energy sources that must be included in any energy mix supplying Standard Service Requirements and/or LRS Requirements. These requirements are as provided in Section 16-245a of the Connecticut General Statues, as may be amended from time to time, Connecticut Public Act 05-01, Connecticut Public Act 06-74, Connecticut Public Act 07-242, and any other statute, law, regulation or order promulgated by any legislative and/or regulatory authority pertaining to similar energy source requirements as in effect from time to time.

## **“Replacement Price”** means the price at which Buyer, acting in a commercially reasonable manner, purchases any Power Services at the Delivery Point for any quantity not delivered by Seller in accordance with this Agreement except that if Scenario B is indicated on the applicable Service Attachment(s) the LMP component of Power Services shall be at the Massachusetts Hub (if the applicable Power Service is required to be delivered to the Delivery Point hereunder), to supply its Standard Service Requirements and/or LRS Requirements, as applicable, plus (i) costs reasonably incurred by Buyer in purchasing such replacement Power Services and (ii) additional transmission charges, if any, reasonably incurred by Buyer at the Delivery Point for Scenario A or at the Massachusetts Hub for Scenario B (if the applicable Power Service is required to be delivered to the Delivery Point hereunder), for delivery of such replacement Power Services.  Any applicable Real-Time Prices shall be deemed to be commercially reasonable prices for purposes of this definition.

## **“Resale Price”** means the price at which Seller, acting in a commercially reasonable manner, resells any Power Services that otherwise would have supplied Buyer’s Standard Service Requirements and/or LRS Requirements, as applicable, for any quantity Buyer failed to take receipt thereof in accordance with this Agreement (or absent such a resale, the market price at the Delivery Point, except that if Scenario B is indicated on the applicable Service Attachment(s) the LMP component of Power Services shall be at the Massachusetts Hub, for such Power Services not delivered as determined by Seller in a commercially reasonable manner), plus (i) costs reasonably incurred by Seller in the resale of such Power Services and (ii) additional transmission charges, if any, reasonably incurred by Seller to effectuate the resale of such Power Service. Any applicable Real-Time Prices shall be deemed to be commercially reasonable prices for purposes of this definition.

## **“Residential Customer Group”** or **“Residential Group”** means Buyer’s Retail Customers in such rate classes as may be established from time to time by PURA.

## **“Retail Customer(s)”** means the end use consumer(s) of electricity within the CL&P Metering Domains.

## **“RNA”** means the New England Power Pool Second Restated NEPOOL Agreement dated as of September 1, 1971, as amended and restated from time to time, governing the relationship among the NEPOOL Participants, or any successor agreement.

## **“S&P”** means Standard & Poor's, a Division of The McGraw-Hill Companies, Inc. and its successors.

## **“Scenario A”** means that Seller assumes the load obligation(s) at the CL&P Metering Domains and will assume all associated LMP costs.

## **“Scenario B”** means that Seller assumes the load obligation(s) at the CL&P Metering Domains. CL&P will reimburse Seller for the Locational Price Differential. CL&P will be entitled to all ARR proceeds associated with Seller’s percentage of the applicable Standard Service Loads and/or LRS Loads.

## **“Service Attachment”** means any fully executed attachment that is substantially in the form of the Form of Service Attachment (see Exhibit 1) and that is included as an Attachment A hereto.

## **“Service Term(s)”** means the period(s) during which Seller is obligated to supply Standard Service Requirements and/or LRS Requirements pursuant to the applicable Service Attachment(s).

## **“Settlement Amount”** means the amount calculated in accordance with Section 7.2.2.

## **“Slice”** means ten percent (10%) of Standard Service Load. Within each Slice, each of the four classes in the Standard Service Customer Group is represented in the same 10%.

## **“Slice-year”** means the equivalent of one Slice for one calendar year. (For example, one Slice for 12 months, or two Slices for six months.)

## **“Small Commercial and Industrial Customer Group”** or **“Small C&I Group”** means Buyer’s Retail Customers in such rate classes as may be established from time to time by PURA.

## **“Standard Service”** means, pursuant to Subsection (c) of Section 16-244c of the Connecticut General Statutes, the electric generation and distribution service provided to those Retail Customers of the Buyer in the Standard Service Customer Group who do not use demand meters, or who have a maximum demand of less than five hundred kilowatts (kW), and who do not purchase electricity from an Electric Supplier.

## **“Standard Service Customer Classes”** means each of the following four Retail Customer groups: Residential Customer Group, Small Commercial and Industrial Customer Group, Large Commercial and Industrial Customer Group (excluding the Large Commercial and Industrial Customer Group with demands equal to or greater than 500kW who are eligible for Supplier of Last Resort Service), and Street Lighting Customer Group.

## **“Standard Service Customer Group”** means the four Standard Service Customer Classes considered together as a group.

## **“Standard Service Load”** means the combined power consumption at the Delivery Point during the applicable Service Term(s) of all of CL&P’s Retail Customers taking Standard Service in the Standard Service Customer Group.

## **“Standard Service Requirements”** means the wholesale power that is supplied at all times and in quantities reflecting the full requirements for power of Retail Customers purchasing Standard Service from CL&P at the percentage of the Standard Service Load stated in the applicable Service Attachment(s), and includes all the Power Services that are required during the applicable Service Term(s). Standard Service Requirements shall be fixed in percentage but vary in quantity based on the actual consumption of Retail Customers taking Standard Service.

## **“Street Lighting Customer Group”** or **“Street Lighting Group”** means such rate classes as may be established from time to time by PURA.

## **“Supplier of Last Resort Service”** or **“LRS”** means, pursuant to Subsection (e) of Section 16-244c of the Connecticut General Statutes, the electric generation and distribution service provided to those Retail Customers in the LRS Group.

## **“Supplier of Last Resort Service Customer Group” or “LRS Group”** means the Retail Customers of the Buyer who, pursuant to Subsection (e) of Section 16-244c of the Connecticut General Statutes, are not eligible to receive Standard Service due to a maximum demand of 500 kilowatts or higher and that do not purchase electricity from an Electric Supplier.

## **“Supplier of Last Resort Service Load” or “LRS Load”** means the combined power consumption at the Delivery Point during the applicable Service Term(s) of all of CL&P’s Retail Customers taking LRS in the LRS Group.

## **“Supplier of Last Resort Service Requirements” or “LRS Requirements”** means the wholesale power that is supplied at all times and in quantities reflecting the full requirements for power of Retail Customers purchasing LRS from CL&P at the percentage of the LRS Load stated in the applicable Service Attachment(s), and includes all the Power Services that are required during the applicable Service Term. LRS Requirements shall be fixed in percentage but vary in quantity based on the actual consumption of Retail Customers taking LRS.

## **“Tangible Net Worth”** or **“TNW”** of Seller, or, if applicable, Guarantor, means total assets, minus total liabilities, minus Intangible Assets as reported on Seller’s or, if Seller has a Guarantor, Guarantor’s most recent balance sheet, prepared in accordance with U.S. generally accepted accounting principles or international financial reporting standards.

## **“Tax”** or **“Taxes”** means all taxes that are currently or may in the future be assessed on any products or services that are the subject of this Agreement.

## **“Term of Agreement”** has the meaning set forth in Section 2.3.

## **“Unsecured Credit Limit”** means the lesser of Seller’s or Guarantor’s % Tangible Net Worth or the Fixed Amount, each as adjusted by Seller’s or Guarantor’s Credit Rating pursuant to Section 9.6.

# Effective Date and Filing; Term of Agreement

## This Agreement shall be binding on the Parties as of the Effective Date; provided, however, that the Parties acknowledge and understand that the pricing and material terms of this Agreement and any applicable Service Attachment(s) are subject to PURA approval, and that Seller’s obligation to sell and Buyer’s obligation to purchase Standard Service Requirements and/or LRS Requirements pursuant to this Agreement and any applicable Service Attachment(s) shall be subject to, and is contingent upon, Buyer successfully obtaining all necessary regulatory authorizations, including approval of the terms of this Agreement and all applicable Service Attachment(s) by PURA pursuant to Section 16-244c of the Connecticut General Statutes and the requirements set forth in PURA’s June 21, 2006 order in Docket No. 06-01-08PH01 (the “June 21, 2006 Order”) and the requirements set forth in PURA’s October 12, 2012 order in Docket No. 12-06-02 (the “October 12, 2012 Order”). Buyer shall bear the cost of any required PURA filing, except for any costs incurred by Seller associated with Seller’s intervention. Buyer shall request that PURA accord confidential treatment to the identity of Seller for a period of two (2) weeks from the date of PURA’s issuance of its approval or rejection, as applicable, of such filing.

## In the event that PURA does not approve the pricing and material terms of this Agreement and/or any Service Attachment(s) in a form acceptable to Buyer, the Buyer may elect to seek to negotiate such changes to this Agreement and/or any Service Attachment(s) as may be necessary to obtain such approval. If the Parties are unable to negotiate such changes that are satisfactory to each Party within five (5) Business Days after the PURA order, the Buyer shall have the right to terminate this Agreement and/or the applicable Service Attachment(s) by giving one (1) Business Days’ written notice to the Seller, in which event the Agreement and/or applicable Service Attachment shall be null and void and of no further force and effect. In the event the Parties negotiate such changes and PURA does not approve the same in a form acceptable to Buyer, the Buyer shall have the right to elect to terminate this Agreement and/or the applicable Service Attachment upon not less than one (1) Business Days’ notice to Seller.

## **Term of Agreement.** Subject to the conditions of approval set forth above in this Article 2, this Agreement shall commence as of the Effective Date and shall remain in effect through the last applicable Service Term (the “Term of Agreement”) ; provided, however, that this Agreement shall survive termination, expiration, cancellation, suspension or completion of the agreements set forth herein to the extent necessary to provide for final accounting, final billing, billing adjustments, resolution of any billing dispute, any associated obligations arising under Section 6.4, resolution of any litigation or dispute resolution process and final payments; and provided further, that this Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to any Service Attachment(s) entered into prior to such expiration or termination until both Parties have fulfilled all of their obligations with respect to such attachments, or such attachments that have been terminated under Section 7.2 of this Agreement. All billing verification rights and confidentiality obligations shall survive for two (2) years beyond the applicable terms, and indemnification obligations shall survive the termination or expiration of this Agreement.

# Sale and Purchase of Standard Service Requirements and/or LRS Requirements

## Seller shall supply the percentage of Standard Service Requirements and/or LRS Requirements in accordance with this Agreement and pursuant to the provisions of any applicable Service Attachment(s).

### In supplying Standard Service Requirements and/or LRS Requirements, Seller shall be responsible for all obligations, requirements and costs associated with supplying Power Services as identified in Section 1.63, Power Services.

### The Parties hereto specifically acknowledge that the delivery of Power Services hereunder shall be effectuated through Seller’s registration of the Load Asset(s) as set forth in the ISO Documents. Buyer and Seller shall complete all necessary documentation to register ownership of a Load Asset for each Standard Service Customer Class and/or LRS Group, for each applicable CL&P Metering Domain and pursuant to each applicable Service Attachment. The delivery of Power Services shall be deemed to have occurred upon ISO’s assignment of metered load to such Load Asset(s) pursuant to the ISO settlement process. If ISO implements two energy zones in Connecticut during the Term of Agreement one or more additional Load Assets will be required. Upon termination of the applicable Service Attachment(s), Seller shall cooperate with Buyer and shall take such action as necessary to ensure the transfer and return of the Load Asset(s) to Buyer.

### If Market Changes occur, Seller shall comply with the ISO Documents applicable to Standard Service Requirements and/or LRS Requirements, including working with Buyer and ISO to assure that Load Assets reflecting the On-Peak CLQ(s) and Off-Peak CLQ(s) are represented in the ISO settlement system. Where such Market Changes result in the existing Connecticut Load Zone being restructured or in a requirement that delivery and settlement shall occur at different or more specific pricing locations, Seller’s delivery obligation shall be redefined to reflect the Parties’ intent that delivery should occur at the Delivery Points as defined herein. How Seller’s delivery obligation shall be redefined shall be determined by the nature of the Market Change while giving effect to the original intention of the Parties. Seller shall be responsible for any additional services, products, obligations or other costs resulting from ownership of the Load Asset(s) during the applicable Service Term(s) resulting from Market Changes. Any Market Changes to existing services or products, or the cost allocation of such existing services or products, shall not affect the allocation of obligations or other costs under this Agreement, and the Parties shall reimburse each other as appropriate to reflect the initial allocation of obligations and costs as of the Effective Date.

## Buyer shall purchase the Standard Service Requirements and/or LRS Requirements in accordance with this Agreement and pursuant to any applicable Service Attachment(s).

## Buyer shall procure and be responsible for Delivery Services. Seller shall be responsible for all transmission and distribution delivery costs, if any, required to deliver Standard Service Requirements and/or LRS Requirements to the PTF from Seller’s generation or power source(s) that are not interconnected to the PTF.

## Where Scenario B is indicated in a Service Attachment, Seller shall assign, transfer or pay, as applicable, to Buyer any proceeds from the auction of Financial Transmission Rights that are applicable to the Service Term(s) and associated with the On-Peak CLQ(s) and Off-Peak CLQ(s).

## If Seller chooses to procure Financial Transmission Rights, then the purchase and associated costs of any such Financial Transmission Rights shall be the responsibility of Seller; Buyer shall not be responsible for offsetting any costs associated with Seller’s purchase of such rights.

## Buyer shall retain all ARR proceeds and any other benefits related to: (a) Excepted Transactions as defined in the ISO Tariff in Attachment G; and (b) sources other than Standard Service Load and/or LRS Load. Buyer reserves the right to participate in the auction of Financial Transmission Rights.

## Seller shall be responsible for meeting the Renewable Portfolio Standard for the On-Peak CLQ(s) and Off-Peak CLQ(s). This will be accomplished by providing ISO Generation Information System (“GIS”) certificates to CL&P of a type and quantity consistent with the Renewable Portfolio Standard. Seller agrees that any contractual agreement or arrangement made by Seller in order to comply with the provisions of this Section 3.7 is Seller’s responsibility, except Buyer shall be responsible for costs related to the administration of GIS as billed by ISO to either Party for the subject load. The Parties agree that it is the Parties’ intent to make Seller responsible for obtaining GIS certificates or otherwise complying with the Renewable Portfolio Standard. Buyer will not reimburse or otherwise compensate Seller for any obligations Seller enters into to comply with this Section other than the compensation that Buyer will provide to Seller in accordance with Article 4 below. Further, Seller agrees to assist Buyer fully by providing documentation or any other support as may be needed to respond to any request, or prepare any report or other showing as may be required, by PURA or other governmental agencies pertaining to compliance with the Renewable Portfolio Standard. The Seller shall pay the Buyer the per kilowatt hour amount specified in CT Gen Stat § 16-244c, as in effect from time to time, relating to any period where the Seller fails to satisfy the Seller’s Renewable Portfolio Standard obligations as set forth in this Agreement.

## For the entire Term of Agreement, Seller shall have in place and shall maintain a Market Participant Service Agreement, and will be subject to the ISO New England Billing Policy ,shall satisfy its obligations under the ISO Documents including the ISO Financial Assurance Policy, shall maintain all necessary qualifications and accounts with ISO and NEPOOL in order to satisfy its obligations related to the Standard Service Requirements and LRS Requirements, and shall compensate the Buyer for all costs and losses incurred by Buyer on account of Seller’s failure to satisfy the foregoing obligations.

## Seller and Buyer shall each comply with the procedures, rules and regulations of ISO and NEPOOL and the requirements of the ISO Documents as they may apply to the purchase, sale and delivery of Standard Service Requirements and/or LRS Requirements and the satisfaction of their respective obligations under this Agreement.

## Seller shall be responsible for forecasting and bidding the hourly loads comprising the On-Peak CLQ(s) and Off-Peak CLQ(s) for purposes of meeting its supply obligation for the Service Term(s) pursuant to the applicable Service Attachment(s). Following execution of each Service Attachment through the end of the last Service Term, Buyer will use reasonable efforts to supply Seller with preliminary hourly load obligations and daily UCAP Peak Contribution Value (ICAP tags) for Standard Service Requirements and/or LRS Requirements, as applicable pursuant to any Service Attachment(s), after approximately thirty-seven (37) hours on Business Days after the close of the day.

## With the exception of any sales or gross receipts Taxes that are required by applicable law to be paid by Buyer or the Retail Customers, Seller shall pay or cause to be paid all present and future Taxes, fees and levies on or with respect to the sale of the Standard Service Requirements and/or LRS Requirements prior to the Delivery Point. Buyer shall pay or cause to be paid all present and future Taxes, fees and levies on or with respect to the purchase of the Standard Service Requirements and/or LRS Requirements at, from and after the Delivery Point, other than ad valorem, franchise or income taxes which are related to the sale of Standard Service Requirements and/or LRS Requirements and are, therefore, the responsibility of Seller. 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, fees and levies.

## Seller’s provision and sale of Standard Service Requirements and/or LRS Requirements shall be pursuant to its Electric Rate Schedule No. **[To be completed – See RFP Appendix 1, Form II]** on file with FERC (“Seller’s Tariff”); provided, however, that in the event of any inconsistency between the provisions of this Agreement and the provisions of Seller’s Tariff, the provisions of this Agreement shall apply to the extent permissible by law. Seller agrees if it seeks to amend Seller’s Tariff during the Term of Agreement, such amendment will not in any way affect the provision of services under this Agreement without the prior written consent of Buyer. Seller further agrees that it will not assert, or defend itself, on the basis that Seller’s Tariff or any applicable tariff is inconsistent with this Agreement.

# Charge Provisions

## For and in consideration of the sale by Seller to Buyer of Standard Service Requirements and/or LRS Requirements, Buyer shall pay the per unit charges set forth in the applicable Service Attachment(s) for the On-Peak SBA(s) and Off-Peak SBA(s) calculated in accordance with Article 5.

## The charges set forth in any Service Attachment(s) are the result of a competitive bid solicitation and shall apply for the entire applicable Service Term(s) unless (1) both Parties agree to a change in charges set forth in a written amendment to the applicable Service Attachment(s) and (2) such amendment receives all required regulatory approvals.

# Billing Determinants, Metering and New England Markets Implementation

## On-Peak SBA(s) and Off-Peak SBA(s) shall be determined on a monthly basis for the percentages of the Standard Service Requirements and/or LRS Requirements set forth in any Service Attachment(s), by Standard Service Customer Class or by LRS Group, as appropriate.

### The On-Peak CLQ(s) and Off-Peak CLQ(s) shall be determined on a monthly basis in accordance with Appendix A.

### The monthly On-Peak CLQ(s) and Off-Peak CLQ(s) shall be multiplied by the Delivery Efficiency Factor to determine the monthly On-Peak SBA(s) and Off-Peak SBA(s).

## Subject to adjustments set forth under Section 6.2, the monthly payment due from Buyer to Seller shall be the sum of (i) each monthly On-Peak SBA(s) and Off-Peak SBA(s) (ii) multiplied by the applicable unit charge set forth in the applicable Service Attachment(s).

## On-Peak SBA(s) and Off-Peak SBA(s) will be provided by Buyer to Seller for purposes of billing hereunder and may be revised to reflect adjustments to Seller’s On-Peak CLQ(s) and Off-Peak CLQ(s) pursuant to Appendix A.

## Buyer shall maintain meters capable of measuring the energy use as prescribed by PURA. The accuracy of all metering equipment will be in accordance with Buyer's normal practices and PURA requirements applicable to Buyer's retail distribution loads. Seller hereby acknowledges and accepts that Buyer does not maintain meters capable of interval measurement for some of its retail load, including the load that will be served under Standard Service and/or LRS. The price, risk and other terms of this Agreement have been negotiated based upon these conditions and Buyer shall not be obligated to install interval metering equipment pursuant to this Agreement.

## The Load Assets shall be registered with ISO as described in Section 3.1, and shall be maintained for the applicable Service Term(s) and for a sufficient period thereafter to allow for final billing and for any other adjustments or corrections associated with the ISO New England Billing Policy. The Parties acknowledge that Market Changes may occur during the applicable Service Term(s) and, as a result, Buyer and/or Seller, as applicable, may be required to change the registration of the Load Assets to fully accommodate appropriate reporting and settlement of the Standard Service Requirements and/or LRS Requirements. Seller and/or Buyer, as may be required, shall designate Eversource Energy Service Company as the assigned meter reader.

# Billing and Payment

## As soon as practicable after the end of each month during the applicable Service Term(s) but not later than seven (7) Business Days after the end of such month, Buyer shall supply Seller with its calculation of the On-Peak SBA(s) and Off-Peak SBA(s) for purposes of billing hereunder. As soon as practicable after the end of each month during the Service Term(s), Buyer shall supply the Seller with its calculation of any applicable Locational Price Differential. This Locational Price Differential will be added to the monthly payment due from Buyer to Seller that was determined as specified in Section 5.2. Within ten (10) days thereafter, Seller shall submit a bill to Buyer for all applicable charges hereunder based on such calculation.

## Each bill rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on revisions to: (i) the On-Peak CLQ(s) and Off-Peak CLQ(s) as determined pursuant to Appendix A; and/or (ii) the On-Peak SBA(s) and Off-Peak SBA(s); and/or (iii) any applicable Locational Price Differential. After the revised On-Peak SBA(s) and Off-Peak SBA(s) and/or any revised Locational Price Differential become known, Buyer shall supply to Seller revised billing determinants and Seller shall include a commensurate adjustment to the billing amount in the next monthly bill. Any further revisions will be reflected as soon as practicable and in accordance with the ISO New England Billing Policy and other ISO Documents. All refunds or additional payments owed to either Party shall include the payment of interest from the due date in the case of additional payments and from the payment date in the case of refunds, in either case to the date of payment calculated in accordance with the regulations of the FERC applicable to the payment of interest on refunds. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing under this Agreement to each other on the same date, in which case all amounts owed by each Party to the other Party under this Agreement, including any related damages, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, including, but not limited to, any related damage amounts, interest, and payments or credits, that Party shall pay such sum in full when due.

## All bills submitted pursuant to Section 6.1 shall bear the date of rendering and shall be due and payable on or before the later of: (a) the last Business Day of the month following delivery of service, or (b) ten (10) Business Days following receipt of Seller’s bill. Any amount remaining unpaid after such period shall bear interest at the rate set forth in the regulations of the FERC for interest payments on refunds, from the due date to the date of payment by Buyer. All payments sent by Buyer to Seller shall be sent by federal wire transfer or by ACH.

## If a liability arises on account of Seller’s failure to satisfy the Seller’s Renewable Portfolio Standard obligations as set forth in Section 3.7 of this Agreement, such liability shall be calculated by Buyer in a commercially reasonable manner and shall be included in the calculation of Buyer’s Exposure.

## If either Party disputes the amount of any bill, it shall so notify the other Party in writing prior to the withholding of any disputed amount. Each Party receiving a bill shall pay to the other Party any undisputed amount of the bill or charges when due. The disputed amount may, at the discretion of the paying Party, be held by the paying Party provided that the paying Party or its Guarantor, if applicable, has an Investment Grade Rating, or by a Qualified Institution if the paying Party or its Guarantor, if applicable, does not have such a rating; provided that the paying Party shall be responsible to pay interest on any withheld amounts that are determined to have been properly billed, which interest shall be calculated in the same manner as interest on late payments under Section 6.3. Neither Party shall have the right to challenge any monthly bill or to bring any court or administrative action of any kind or initiate any dispute resolution process questioning the propriety of any bill after a period of twenty four (24) months from the date the bill was due; provided, however, that in the case of a bill based on estimates, such twenty-four month period shall run from the due date of the final adjusted bill.

# Events of Default; Remedies

## An “Event of Default” shall mean, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

### such Party fails to pay an amount due by the due date, and such failure is not remedied within three (3) Business Days after written notice by the other Party;

### any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated and the effect of such misrepresentation is not remedied within five (5) Business Days after written notice by the other Party;

### the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) if such failure is not remedied within three (3) Business Days after written notice by the other Party;

### a Party fails to satisfy any obligation related to the Standard Service Requirements and/or LRS Requirements under the ISO Documents, including without limitation the ISO Financial Assurance Policy, or fails to maintain all necessary qualifications and accounts with ISO and NEPOOL in order to satisfy its obligations related to the Standard Service Requirements and LRS Requirements;

### such Party becomes Bankrupt;

### the failure of such Party to satisfy the creditworthiness/security requirements agreed to pursuant to Article 9 hereof;

### such 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; or

### With respect to such Party’s Guarantor, if any:

#### 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 and the effect of such misrepresentation is not remedied within five (5) Business Days after written notice by the other Party;

#### 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 by the other Party;

#### a Guarantor becomes Bankrupt;

#### 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) prior to the satisfaction of all obligations of such Party under this Agreement without the written consent of the other Party;

#### the failure of such Guarantor to satisfy the creditworthiness/security requirements agreed to pursuant to Article 9 hereof; or

#### a Guarantor repudiates, disaffirms, disclaims or rejects, in whole or in part, or challenges the validity of its Guaranty.

## If an Event of Default as set forth in this Article 7 with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the “Non-Defaulting Party”) shall have the following remedies: (i) the right to elect to terminate this Agreement upon written notice to the Defaulting Party and to designate a day as an early termination date (the “Early Termination Date”) of this Agreement, (ii) withhold any payments due to the Defaulting Party under this Agreement, and (iii) suspend performance.

### If no Early Termination Date is declared in accordance with Section 7.2 and if Seller is the Non-Defaulting Party and Seller elects to suspend delivery of Power Services under this Agreement, Seller shall use commercially reasonable efforts to resell such Power Services to third parties for the period that the Event of Default under this Agreement continues. In such event, Buyer shall be liable to Seller for the entire positive difference, if any, between the price Seller would have obtained for selling Standard Service Requirements and/or LRS Requirements under this Agreement and the Resale Price for the period during which the Event of Default occurs. If no Early Termination Date is declared in accordance with Section 7.2 and if Buyer is the Non-Defaulting Party, and Buyer elects to suspend taking delivery of Power Services from Seller to meet the Standard Service Requirements and/or LRS Requirements, Buyer shall use commercially reasonable efforts to purchase such Power Services from third parties. In such event, Seller shall be liable to Buyer for the entire positive difference, if any, between the Replacement Price and the price that would have been paid to Seller based on the charges set forth in Section 4.1 for the period during which the Event of Default occurs.

### If an Early Termination Date is declared, all Service Attachments shall be liquidated and terminated as of the Early Termination Date and the Non-Defaulting Party shall calculate a “Settlement Amount” as follows: (i) for each Service Attachment calculate the entire difference, if any, between (a) if Seller is the Defaulting Party, the Replacement Price less the price Buyer would have paid under the applicable Service Attachment or (b) if Buyer is the Defaulting Party, the price the Seller would have obtained under the applicable Service Attachment less the Resale Price, multiplied by the quantity that would have been delivered under such Service Attachment for the remainder of the applicable Service Term(s) in the absence of an Early Termination, then (ii) sum all such differences for all Service Attachments, and (iii) the positive amount, if any, owed by the Defaulting Party to the Non-Defaulting Party shall then be deemed the Settlement Amount. For purposes of clarification, a Settlement Amount shall not be owed by the Non-Defaulting Party to the Defaulting Party. The Settlement Amount shall be adjusted by the Non-Defaulting Party as follows: (a) all amounts owed by the Non-Defaulting Party to the Defaulting Party under this Agreement shall be deducted from the Settlement Amount (including the estimation by the Non-Defaulting Party of any amounts that are unascertained or unliquidated at the time the Settlement Amount is determined, subject to later adjustment once ascertained or liquidated if necessary) and (b) all amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement shall be added to the Settlement Amount (including the estimation by the Non-Defaulting Party of any amounts that are unascertained or unliquidated at the time the Settlement Amount is determined, subject to later adjustment once ascertained or liquidated if necessary). As soon as practicable after such liquidation and termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Settlement Amount. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Settlement Amount shall be paid by the Defaulting Party if it owes a Settlement Amount within five (5) Business Days after such notice is effective, subject to adjustment upon completion of the applicable Service Term(s); provided, however, that notwithstanding the foregoing and subject to the right to setoff as set forth above, Buyer shall be required to pay Seller for all deliveries made prior to the termination and for which payment (or a corresponding setoff) has not been made. For the purposes of calculating the Settlement Amount, the quantity for the remainder of the Service Term(s) shall be the actual quantities delivered from the comparable period in the immediately preceding calendar year(s), adjusted for known changes in the load.

### Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under this Article 7 until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party or any of the Non-Defaulting Party’s Affiliates under this Agreement or otherwise which are due and payable as of the Early Termination Date have been fully and finally performed.

### **Disputes With Respect to Settlement Amount.** If an Early Termination Date is declared pursuant to Section 7.2.2 and the Defaulting Party disputes the Non-Defaulting Party’s calculation of the Settlement Amount, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party’s calculation of the Settlement Amount, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if, as calculated by the Non-Defaulting Party, the Defaulting Party owes the Settlement Amount to the Non-Defaulting Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the disputed portion of the Settlement Amount. The Defaulting Party shall have no right to withhold any disputed amount unless such Performance Assurance is transferred to the Non-Defaulting Party. If the dispute is not resolved within ten (10) Business Days, then the dispute shall be subject to the dispute resolution procedures set forth in Article 19. Notwithstanding anything herein, the undisputed portion of the Settlement Amount shall be paid by the Party who owes such amount to the other Party in accordance with Section 7.2.2. Upon resolution of the disputed portion of the Settlement Amount, if the Non-Defaulting Party is required to return any Performance Assurance to the Defaulting Party then the Non-Defaulting Party shall pay interest, from the date of receipt of such Performance Assurance until the date it is returned, at the Federal Funds Effective Rate, on such portion of the Performance Assurance to be returned that is in the form of (i) cash or (ii) cash funds derived from a draw by the Non-Defaulting Party on any Letter of Credit issued hereunder. Such interest shall be paid on the same date as the date of the return of the Performance Assurance, and such Performance Assurance shall be returned within two (2) Business Days of resolution of the dispute.

# Force Majeure

## Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party in the event that, due to a Force Majeure event, as declared by the ISO, the supply of one or more of the products required to provide Power Services is suspended or the Standard Service Load and/or LRS Load is curtailed or interrupted.

## Under no circumstances shall Force Majeure include (i) an occurrence or event that merely increases the costs of or causes an economic hardship to a Party, (ii) any occurrence or event that was caused by or contributed to by the Party claiming Force Majeure, (iii) the loss or failure of Seller’s supply, except as provided in Section 8.1, (iv) Seller’s ability to sell the supply at a price greater than that set out in Article 4, Charge Provisions, (v) Buyer’s ability to procure the supply at a price lower than that set forth in Article 4, Charge Provisions, or (vi) a Party’s inability to pay.

## If either Party is rendered wholly or partly unable to perform its obligations hereunder because of Force Majeure as defined in Section 8.1 above, that Party shall be excused from whatever performance amount or percentage of its obligations is affected by the Force Majeure to the extent so affected, provided that:

### The non-performing Party shall, as soon as practicable after the occurrence of Force Majeure, give the other Party written notice describing the particulars of the occurrence,

### The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and

### The non-performing Party uses due diligence to remedy its inability to perform.

### Nothing in this Section shall affect a Party’s obligation to make payments then due or becoming due with respect to performance prior to and, if applicable, during the Force Majeure.

### The non-performing Party shall inform the other Party of when it expects to remove the cause and what steps it is taking to cure.

### If the Force Majeure event prevents full or partial performance by a Party on three (3) or more days during the Term of this Agreement, the performing Party shall have the right to elect to terminate this Agreement or the applicable Service Attachment without recourse upon written notice to the non-performing Party.

# Credit/Security Requirements

## **Seller/Guarantor.** If Seller is required pursuant to Section 9.3 to have a Guarantor in order to satisfy creditworthiness requirements, Seller shall deliver to Buyer prior to or concurrently with the execution and delivery of this Agreement and with each Service Attachment a guaranty for prompt payment by Guarantor when due of all present and future payment obligations of Seller under the terms of this Agreement and such Service Attachment(s), in the form attached hereto as Exhibit 2 or in a form otherwise acceptable to Buyer, with a minimum Guarantee Amount of $5.0 million per Slice-year and/or $1.0 million per Block, as applicable and as described in such Service Attachment(s) (“Guaranty”). In addition, Seller shall, as and when requested, provide Buyer with Seller’s and its Guarantor’s financial statements, unless such statements are available on EDGAR or on such party’s website on the World Wide Web.

## **Letter of Credit Changes.**  If the credit rating of a bank or other financial institution from which Seller has obtained a Letter of Credit, if any, falls below the levels specified for a Qualified Institution, Seller shall have two (2) Business Days following written notice by Buyer to obtain a Letter of Credit from a Qualified Institution.

## **Service Attachment LOC.** If at any time Seller does not maintain an Investment Grade Rating and does not provide a Guaranty pursuant to the provisions of Section 9.1 for this Agreement or any applicable Service Attachment, then within two (2) Business Days of the Service Attachment Date of Execution and within two (2) Business Days following any subsequent date where the Seller does not maintain an Investment Grade Rating, Seller shall provide to Buyer a Letter of Credit in the amount of $5.0 million per Slice-year and/or $1.0 million per Block, as applicable or as otherwise described in such Service Attachment (“Service Attachment LOC”), to secure Seller’s performance under that Service Attachment.

## **Unsecured Credit Limit.** As of the Effective Date and at any time following the Effective Date and from time to time during the Term of Agreement, notwithstanding an Event of Default under Section 7.1.6, if Buyer’s Exposure exceeds Seller’s Unsecured Credit Limit pursuant to Section 9.6, Buyer may demand that Seller provide Performance Assurance in an amount equal to the amount by which the Unsecured Credit Limit is exceeded rounded up to the nearest $250,000.00. If Seller fails to provide such Performance Assurance to Buyer within two (2) Business Days of receipt of notice, then an Event of Default under Section 7.1.6 shall be deemed to have occurred and Buyer will be entitled to the remedies set forth in Section 7.2 of this Agreement. If Seller disputes the amount of Performance Assurance requested by Buyer and such dispute relates to the amount of Market Exposure claimed by Buyer, then Seller shall (i) provide the full amount of Performance Assurance demanded by Buyer and (ii) notify Buyer of the existence and nature of the dispute not later than one (1) Business Day following the date that the demand for Performance Assurance is made. The Parties thereafter shall promptly consult with each other in order to reconcile the two conflicting amounts. If the Parties have not been able to resolve their dispute on or before the second Business Day following the date that the notification is made by Seller, then Market Exposure shall be recalculated by Buyer using the arithmetic average of one quotation from a recognized market-maker provided by Seller and one quotation from a recognized market-maker provided by Buyer. Performance Assurance shall be posted or returned in accordance with such recalculation. When the Amount of Performance Assurance held by Buyer is greater than the amount by which Buyer’s Exposure exceeds Seller’s Unsecured Credit Limit, then upon request of Seller, Buyer shall return the excess Performance Assurance, rounded down to the nearest $250,000.00 to Seller within two (2) Business Days of receipt of such request. If Buyer disputes the amount of Performance Assurance requested by Seller to be returned, then Buyer shall notify the Seller of the existence and nature of the dispute not later than one (1) Business Day following the date that the request for the return of Performance Assurance is made. The Parties thereafter shall promptly consult with each other in order to reconcile the two conflicting amounts. If the Parties have not been able to resolve their dispute on or before the second Business Day following the date that the notification is made by Buyer, then Market Exposure shall be recalculated by Buyer using the arithmetic average of one quotation from a recognized market-maker provided by Seller and one quotation from a recognized market-maker provided by Buyer. Performance Assurance shall be posted or returned in accordance with such recalculation within two (2) Business Days from the date of such recalculation. Any remaining disputes shall be resolved in accordance with the provisions of Article 19, Resolution of Disputes.

## **Seller Downgrade Event.** If at any time there shall occur a Downgrade Event in respect of Seller or, if applicable, Guarantor, Seller’s Unsecured Credit Limit shall automatically be zero. Seller shall then provide Performance Assurance in an amount equal to Buyer’s Exposure. If Seller fails to provide such Performance Assurance within two (2) Business Days of receipt of written notice, then an Event of Default under Section 7.1 shall be deemed to have occurred and Buyer will be entitled to the remedies set forth in Section 7.2 of this Agreement. When a Downgrade Event no longer exists, then, upon request of Seller, Buyer shall return the excess Performance Assurance to Seller within two (2) Business Days of receipt of notice by Buyer.

## The Unsecured Credit Limit is provided in the table below:

|  |  |
| --- | --- |
| Credit Rating(Seller or Guarantor) | Unsecured Credit Limit(the lesser of) |
| S&P | Moody’s | Fitch | % Tangible Net Worth | Guarantee Amount | Fixed Amount |
| AA- or higher | Aa3 or higher | AA- or higher | 12% TNW | Per § 1.23 | $60 million |
| A+, A | A1, A2 | A+, A | 10% TNW | Per § 1.23 | $50 million |
| A- | A3 | A- | 8% TNW | Per § 1.23 | $40 million |
| BBB+ | Baa1 | BBB+  | 6% TNW | Per § 1.23 | $30 million |
| BBB | Baa2 | BBB | 4% TNW | Per § 1.23 | $20 million |
| BBB-  | Baa3  | BBB-  | 2% TNW | Per § 1.23 | $10 million |
| Below BBB- or unrated | Below Baa3 or unrated | Below BBB- or unrated | 0% TNW | Per § 1.23 | $0 |

## **Multiple Standard Service and/or LRS Agreements.** It is the intention of Buyer and Seller that if Seller is a party to other agreements with Buyer for the provision of Standard Service and/or LRS or any other products referenced in the ISO Tariff, a single Buyer’s Exposure and a single Unsecured Credit Limit as each is described in Section 9.4 and as set forth in Section 9.6 and all related provisions shall apply to this Agreement and all other such agreements, regardless of whether similar language is included in any other agreements unless expressly stated otherwise in such other agreement, and all such agreements shall be deemed to be amended in accordance with these provisions for the purposes of calculating Performance Assurance as described herein.

## **Grant of Security Interest.** To secure its obligations under this Agreement and to the extent and so long as Seller delivers Performance Assurance hereunder, Seller hereby grants to Buyer a present and continuing security interest in, and lien on, and assignment of, all Performance Assurance and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, Buyer.

# Limitation on Liability

* 1. NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, OUT OF POCKET EXPENSES AND LOST PROFITS (PAST OR FUTURE), BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE PROVIDED, HOWEVER, NOTHING IN THIS SECTION SHALL AFFECT THE ENFORCEABILITY OF THE PROVISIONS OF THIS AGREEMENT RELATING TO REMEDIES FOR CALCULATION AND PAYMENT OF THE TERMINATION PAYMENT IN SECTION 7.2. 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, A PARTY’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, A PARTY’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. 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 AND ARE NOT PENALTIES.

# Representations and Warranties

On the Effective Date and the Date of Execution of each Service Attachment, each Party hereby represents and warrants to the other that:

## It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required for such Party to perform its obligations under this Agreement and each Service Attachment.

## It has all regulatory and ISO authorizations, licenses, qualifications and accounts necessary for it to legally perform its obligations under this Agreement and each Service Attachment.

## It is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

## It has full power and authority to enter into this Agreement and each Service Attachment and perform its obligations hereunder. The execution, delivery and performance of this Agreement and each Service Attachment have been duly authorized by all necessary corporate or other action(s) and do not and will not contravene its organizational documents or conflict with, result in a breach of, or entitle any Party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under any agreement or instrument to which it is a party or by which it is bound. The execution, delivery and performance by it of this Agreement and each Service Attachment will not result in any violation by it of any law, rule or regulation applicable to it. It is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement or any Service Attachment by it. This Agreement and each Service Attachment is its valid and binding obligation, enforceable against it in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors’ rights generally and (ii) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

## It has entered into this Agreement and each Service Attachment in connection with the conduct of its business.

## It acknowledges and agrees that this Agreement is a “forward contract” within the meaning of the United States Bankruptcy Code.

## It is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

## It acknowledges and agrees that (i) all transfers of Performance Assurance by one Party to the other Party under this Agreement are "margin payments" within the meaning of the Bankruptcy Code and (ii) that the Settlement Amount constitutes a “settlement payment” and/or a “transfer” under the Bankruptcy Code.

## **Authorizations.** Upon request of either Party, the other Party shall promptly deliver to the requesting Party one or more of the following: (i) a secretary’s certificate of corporate resolutions authorizing the execution, delivery and performance of this Agreement, and from Guarantor, a Secretary’s Certificate authorizing the execution, delivery and performance under any guaranty of such Guarantor, and (ii) a secretary’s certificate as to the continuing full force and effectiveness of the foregoing and the incumbency of individuals executing the foregoing or otherwise purporting to act on behalf of such Party or Guarantor; and (iii) specimen signatures with respect to each Party, its agent, and its Guarantor, if any, and their respective signatories executing this Agreement and any Guaranty on its behalf.

## Except as otherwise specifically provided in this Agreement, no consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other governmental agency or authority is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby and no consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery and performance by such Party of this Agreement.

## There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality that prohibits or impairs its ability to execute and deliver this Agreement or that could materially adversely affect its ability to perform its obligations under this Agreement. Such Party has not received written notice of any such pending or threatened investigation, inquiry or review by any governmental entity.

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

## It is an “eligible commercial entity” and an “eligible contract participant” within the meaning of the Commodity Exchange Act, as amended by the Commodity Futures Modernization Act of 2000 (the “Commodity Exchange Act”).

## To the extent that this Contract contains a commodity option (including certain forward transactions with volumetric optionality) (an “Option”): The seller of the Option represents to the buyer of the Option that in connection with this Option, the seller of the Option is either (i) an eligible contract participant as defined in section 1a(18) of the Commodity Exchange Act, as further jointly defined or interpreted by the Commodities Futures Trading Commission (“CFTC”) and the Securities Exchange Commission or expanded by the CFTC pursuant to section 1a(18)(C) of the Commodity Exchange Act (an “ECP”), or (ii) a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this Option, or the products or byproducts thereof, and is offering or entering into this Option solely for purposes related to its business as such. The buyer of the Option represents to the seller of the Option that in connection with this Option the buyer of the Option is a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this Option or the products or by-products thereof and is offering or entering into this Option solely for purposes related to its business as such. Both parties hereby confirm to each other that the Option is intended to be physically settled so that, if exercised, any Option would result in the sale of an exempt commodity for immediate or deferred delivery.

# Assignment

## Neither Party shall assign, pledge or transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations hereunder.

## Notwithstanding the foregoing, either Party upon written notice to the other Party may transfer or assign its interest hereunder to an Affiliate, or to a successor in interest of such Party by virtue of a merger, acquisition, reorganization, or other similar corporate transaction involving all or substantially all of the assets of the assigning Party, without obtaining the consent of the other Party; provided, however, that in the case of such transfer or assignment by Seller, such successor or Affiliate shall satisfy the creditworthiness standards set forth in Article 9.

## Any purported assignment not in compliance with Sections 12.1 or 12.2 shall be null and void.

# Records and Billing Verification Rights

## Seller and Buyer each shall keep complete and accurate records with respect to its performance under this Agreement and shall maintain such data for a period of two (2) years after final billing for verification by the other Party. In the event of any billing dispute, all such records pertaining to the dispute shall be maintained until such later time as the billing dispute is resolved. If a billing dispute establishes that any bill submitted to and paid by Buyer was for an amount greater than properly chargeable under this Agreement, Seller shall refund to Buyer the excess amount collected together with interest calculated from the date of payment to the refund date in accordance with the regulations of the FERC applicable to the payment of interest on refunds. If a billing dispute establishes that any bill submitted to and paid by Buyer was for an amount less than properly chargeable under this Agreement, Buyer shall make such additional payment to Seller, together with interest calculated from the due date to the date of payment in accordance with regulations of the FERC applicable to the payment of interest on refunds.

## In the event of a good faith dispute regarding any invoice issued or payment due under this Agreement, each Party shall have the right to verify the accuracy or the calculation of the invoice, at its own expense, to obtain copies of relevant portions of the books and records of the other Party insofar as may be necessary for the purpose of ascertaining the accuracy of any invoice or calculation of payment due. Each Party supplying data hereunder may require that the other Party maintain the confidentiality of such accounts, records and data in accordance with Section 22.1. The Parties agree to individually and jointly request from ISO, or other appropriate source, any data or information that either Party believes is reasonably necessary for purposes of a requested accounting or resolution of a billing dispute.

# Title and Risk of Loss

## Title to and risk of loss related to the Standard Service Requirements and/or LRS Requirements shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the On-Peak CLQ(s) and Off-Peak CLQ(s) of the Power Services free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

# Indemnification

## Each Party shall indemnify, defend and hold harmless the other Party and the other Party’s board members, officers, trustees, directors, agents, employees and Affiliates from and against any and all claims, demands, liabilities (including reasonable attorney’s fees and costs), and judgments, fines, settlements and other amounts (“Damages”) to the extent arising from or related to any acts or omissions of a Party or a failure by a Party to satisfy any obligation under this Agreement, or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to the Standard Service Requirements and/or LRS Requirements is vested in such Party as provided in Article 14; except to the extent caused by an act of gross negligence, fraud or willful misconduct of the other Party. Each Party shall indemnify, defend and hold harmless the other Party against any Taxes, fees and levies for which such Party is responsible under Section 3.11.

# Notices and Contact Information

## Any notice, demand, or request permitted or required under this Agreement shall be delivered in person, by facsimile [(provided a copy is also sent by overnight courier service and electronic mail)], by prepaid overnight United States mail or by overnight courier service, return receipt requested, to a Party at the applicable address set forth below:

To Buyer:

James R. Shuckerow, Jr.
Director, Electric Supply
Eversource Energy Service Company
107 Selden Street
Berlin, Connecticut 06037
Fax: (860) 665-4583

With additional Notices of an Event of Default or Potential Event of Default to:

Office of the General Counsel
Eversource Energy Service Company
56 Prospect Street
Hartford, CT 06103
Fax: (860) 728-4581

To Seller:

Name or Title:
Full Address:
City, State, Zip:
Fax:

## Notices by hand delivery or facsimile shall be effective at the close of business on the day actually received, if received during receiving party’s 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 overnight courier service shall be effective on the close of business on the next Business Day after such notice was sent.

## Any correspondence from Seller to Buyer related to the Guaranty should be sent to:

Treasury Department
Eversource Energy
P.O. Box 270
Hartford, CT 06141-0270

or by express mail to:

107 Selden Street
Berlin, CT 06037

## Seller’s contact for correspondence related to load reporting:

Name:
Telephone:
Fax:
Email:

## The addresses for notice and load reporting specified in this Article 16 may be changed from time to time by written notice by either Party to the other Party without amendment of this Agreement.

# Regulatory Review; Regulatory Events

## The Parties hereby agree that, except as otherwise specifically provided in Section 17.4 or as the Parties otherwise agree in writing, neither Seller nor Buyer shall have the unilateral right to make a filing with FERC under any section of the Federal Power Act, or with PURA, seeking to change the charges or any other terms or conditions set forth in this Agreement for any reason except as otherwise specifically provided in Section 17.4.

## It is the intention of the Parties that any authority of the FERC or PURA to change the Agreement be strictly limited to that which applies when the contracting parties have irrevocably waived their right to seek to have the FERC or PURA change any term of this Agreement.

## FERC Standard of Review; Certain Covenants and Waivers.

### Absent the agreement of all Parties to a proposed change, the standard of review for changes to any section of this Agreement specifying the pricing or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting *sua sponte*, shall solely be the "public interest" application of the "just and reasonable" 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 clarified by Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County, Washington, 554 U.S. 527 (June 26, 2008) and NRG Power Marketing, LLC v. Maine Public Utilities Commission, U.S. 130 S. Ct. 693 (2010) (the "Mobile-Sierra" doctrine).

### The Parties, for themselves and their successors and assigns, (i) agree that the "public interest" standard of review identified in Section 17.3.1 above shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement, and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard.

### Notwithstanding the foregoing subsections 17.3.1 and 17.3.2, to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under sections 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC, or to support another in obtaining, by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, or support another in obtaining, an order from FERC changing any section of this Agreement specifying the pricing, charges, classifications or other economic terms and conditions agreed to by the Parties. It is the express intent of the Parties that, to the fullest extent permitted by applicable law, the "sanctity of contract" principles acknowledged by FERC in its Notice of Proposed Policy Statement (Issued August 1, 2002) in Docket No. PL02-7-000, Standard of Review for Proposed Changes to Market-Based Rate Contracts for Wholesale Sales of Electric Energy by Public Utilities ("NPPS"), shall prevail, notwithstanding any changes in applicable law or markets that may occur. In the event it were to be finally determined that applicable law precludes one or both Parties from waiving its rights to seek changes from FERC to its market-based power sales contracts (including entering into covenants not to do so) then this Section 17.3.3 shall not apply, provided that, consistent with Section 17.3.1, neither Party shall seek any such changes except under the "public interest" standard of review and otherwise as set forth in Section 17.3.1.

### The Parties agree that in the event that any portion of this Section 17.3 is determined to be invalid, illegal or unenforceable for any reason, the remaining provisions of Section 17.3.1 shall be unaffected and unimpaired thereby, and shall remain in full force and effect, to the fullest extent permitted by applicable law.

## Notwithstanding the above, in the event that any Connecticut law, regulation, or regulatory order serve to modify the rules relating to the provision of Standard Service and/or LRS during the Term of Agreement, and such modifications would materially adversely affect the rights and responsibilities of either Party under this Agreement, the Party that believes it would be materially adversely affected by such modifications may request that PURA change its ruling and in the absence of relief from PURA within a reasonable period of time, not to exceed thirty (30) days, or immediately in the event of a statutory revision, (1) Seller, if it is the adversely affected Party, shall have the right unilaterally to make a filing with the FERC pursuant to Section 205 of the Federal Power Act and the FERC’s rules and regulations thereunder, and (2) Buyer, if it is the adversely affected Party, shall have the right to make a filing with the FERC under Section 206 of the Federal Power Act, seeking such changes to this Agreement, as such Party deems necessary to restore the balance of considerations hereunder due solely to such modifications. In the case of any such filing, the filing party shall request that the standard of review for changes to any section of this Agreement specifying the pricing or other material economic terms and conditions agreed to by the Parties herein, shall be the "Mobile-Sierra" doctrine pursuant to Section 17.3.1 above, and the other Party shall have the right to intervene in opposition to the filing regarding the modifications but not the standard of review for such changes. If, at any time during the Term of Agreement, either Party becomes aware of any such change or the possibility of any such change, it will promptly notify the other Party in writing of the same, provided that any failure to give such notice shall not be an Event of Default pursuant to Article 7.

# Governing Law; Venue

## **Governing Law.** The interpretation and performance of this Agreement shall be according to and controlled by the laws of the State of New York, without reference to its choice of law provisions.

## **Venue**. Subject to the mandatory dispute resolution provisions set forth in Article 19, each Party consents to the exclusive jurisdiction of the state or federal courts located in Hartford, CT, and irrevocably waives any objection which it may have to the venue of any proceeding brought in any such court and waives any claim that such proceedings have been brought in an inconvenient forum.

# Resolution of Disputes

## **Negotiation Between Executives.** With the exception of disputes relating to (i) a Settlement Amount or adjustment thereto, which shall be addressed as set forth in Section 7.2.3, or (ii) the calculation of the Market Exposure, which shall be addressed as set forth in Section 9.4, the Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this contract. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Such notice shall include: (a) a statement of that Party’s position and a summary of arguments supporting that position; and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive (“Initial Notice”). Within five (5) Business Days after delivery of the Initial Notice, the receiving Party shall respond with: (a) a statement of that Party’s position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within fifteen (15) Business Days after delivery of the Initial Notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

## **Mediation.** If the dispute has not been resolved by negotiation within thirty (30) Business Days of the disputing Party’s Initial Notice, or if the Parties failed to meet within fifteen (15) Business Days of the delivery of the Initial Notice, the Parties shall endeavor to settle the dispute by mediation under the then current International Institute for Conflict Prevention & Resolution (“CPR”) Mediation Procedure; however, in the case of disputes that are or may be subject to FERC's jurisdiction over wholesale power contracts, then either Party may elect to proceed with the mediation through the FERC's Dispute Resolution Service; provided, however, that if one Party fails to participate in the negotiations as provided in Section 19.1, the other Party can initiate mediation prior to the expiration of the thirty (30) Business Days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals or FERC panel, as appropriate.

## **Arbitration.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof (with the exception of disputes relating to calculation of any Settlement Amount and/or of Market Exposure, which shall be addressed as provided in Sections 7.2.3 and 9.4, respectively), which has not been resolved by one of the non-binding procedures set forth in Sections 19.1 and 19.2 within fifty (50) Business Days of the delivery of the Initial Notice, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration (the “Rules”) by a sole arbitrator, for disputes involving amounts in the aggregate under three million dollars ($3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than three million dollars ($3,000,000), of whom each Party shall designate one in accordance with the “screened” appointment procedure provided in Rule 5.4; however, in the case of disputes that are or may be subject to FERC's jurisdiction over wholesale power contracts, then either Party may elect to proceed with binding arbitration through the FERC's Dispute Resolution Service; provided, however, that if either Party does not participate in one of the non-binding procedures set forth in Sections 19.1 and 19.2, then the other may initiate binding arbitration under this Section 19.3 prior to the expiration of the fifty (50) Business Day period. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Notwithstanding anything to the contrary in the Rules, the arbitrators may only appoint a neutral expert with the prior written consent of all the Parties.

## The fees and expenses associated with mediation and arbitration, including the costs of arbitrators, shall be divided equally between the Parties. Each Party shall be responsible for its own legal fees, including but not limited to attorney fees. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in the CPR Rules. The procedure specified herein shall be the sole and exclusive procedure for the resolution of disputes arising out of or related to this Agreement. To the fullest extent permitted by law, any mediation or arbitration proceeding and the settlement or arbitrator’s award shall be maintained in confidence by the Parties.

## **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT.

# Miscellaneous

## **Documents.** Each Party shall prepare, execute, and deliver to the other Party any documents reasonably required to implement any provision hereof.

## **Counterparts.** Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original, but all of which shall together constitute one and the same instrument.

## **Waiver.** Failure of either Party to enforce any provision of this Agreement or to require performance by the other Party of any of the provisions hereof shall not be construed as a waiver of such provisions or affect the validity of this Agreement, any part hereof, or the right of either Party to thereafter enforce each and every provision.

## **Regulations.** This Agreement is made subject to all lawful orders of those state or federal regulatory bodies having jurisdiction hereof.

## **No Partnership.** Nothing in this Agreement shall be construed as creating any relationship between the Parties other than that of independent contractor for the sale and purchase of CL&P Standard Service Requirements and/or LRS Requirements.

## **No Third Party Rights.** This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). There are no third party beneficiaries to this Agreement.

## **Captions**. The captions to articles and sections throughout this Agreement are intended solely to facilitate reading and reference to all articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

## **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced by the smallest extent necessary to conform such provision to the applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties hereto, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

## **Amendment.** This Agreement may be amended only by a written agreement signed by the Parties.

## **Complete and Full Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all previous offers, negotiations, discussions, communications and correspondence with respect thereto, including, without limitation, the RFP.

# Notice of Termination

## Upon expiration of all Service Attachments, Buyer will not oppose and, if Seller requests, Buyer will support, any notice of termination which Seller may be required to file under FERC regulations.

# Confidentiality

## This Agreement is confidential and shall not be disclosed to any third party, except for such information (i) as may become generally available to the public, (ii) as may be required or appropriate to satisfy any regulatory filing requirement or in response to any summons, subpoena, request from a regulatory body, or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule, (iii) was independently developed by the receiving Party without use of information disclosed hereunder, (iv) as may be obtained from a non-confidential source that disclosed such information in a manner that is not known by the non-disclosing Party to have violated such entity’s obligations to the disclosing party, if any, in making such disclosure, (v) as may be furnished to (1) the non-disclosing party’s Affiliates, and to each of such person’s auditors, attorneys, advisors or lenders, directors or trustees, or (2) an entity or person with whom the non-disclosing party is working with in connection with the non-disclosing party's obligations under this Agreement; provided, however, that in each case any entity or person to whom the non-disclosing party discloses the information shall be required to keep the information that is disclosed in confidence.

**IN WITNESS WHEREOF,** the undersigned Parties have caused this Agreement to be executed in their names by their respective duly authorized officials.

The Connecticut Light and Power Company
dba Eversource Energy

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 James G. Daly.
 Vice President, Energy Supply

[Counterparty]

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

 [Name]
 [Title]

APPENDIX A
CALCULATION OF SUPPLIER LOADS

**(COMPETITIVE, STANDARD SERVICE AND SUPPLIER of LAST RESORT SERVICE)**

The On-Peak CLQ(s) and Off-Peak CLQ(s) shall be determined in accordance with the methodology described herein. If the ISO implements two energy pricing zones in Connecticut, an additional CL&P Metering Domain will be created which will result in the determination of additional On-Peak CLQ(s) and Off-Peak CLQ(s). This multi-step process includes the determination of the System Retail Load and Retail Customer loads by CL&P Metering Domain, determination of all supplier loads including those of the Standard Service and LRS providers, determination and reporting of the On-Peak CLQ(s) and Off-Peak CLQ(s), as well as any adjustments to those values. A description of each of these steps follows. References herein to sections are to sections of this Appendix A.

1. Determination of the System Retail Load for Real Time Market Settlement.

On an hourly basis, Buyer will calculate an aggregate value representing the load of its Retail Customers served below the 345 kV transmission system (the “System Retail Load”) at the PTF boundary with the CL&P Metering Domain(s). The System Retail Load will consist of the five components below as represented in the ISO settlement system and will be determined by Metering Domain:

1. total metered output of generation connected to the CL&P Metering Domain,
2. plus net imports into the CL&P Metering Domain,
3. less net exports from the CL&P Metering Domain,
4. less non-retail loads (e.g., wholesale load served to municipalities),
5. less the CL&P Metering Domain’s low voltage PTF losses as estimated by ISO.

The System Retail Load does not contain PTF losses.

1. Determination of Retail Customer Load.

For each hour, and by Metering Domain, Buyer will calculate the loads of each Retail Customer served below the 345 kV transmission system using one of the following two methods:

1. In circumstances where the Retail Customer has an interval recording meter, and interval data are available, Buyer will use the actual recorded meter readings and add estimated static non-PTF losses to account for losses between the Delivery Point and the Retail Customers’ end-use meters. These non-PTF losses will be calculated using loss factors of 2.33% for Retail Customers located on primary distribution of Buyer’s system or 5.16% for Retail Customers located on secondary distribution of Buyer’s system. These loss factors are fixed for the term of the Agreement, shall not be subject to change, are for approximation purposes only, and are to be used exclusively for the calculation of the Retail Customer loads in this Appendix A. Any potential difference between these loss factors and actual hourly losses will be captured in the allocation of Residual, as described in Section 3 (b).
2. In circumstances where Retail Customers do not have interval recording meters or where actual hourly interval data are not available, Buyer will estimate the hourly loads of such Retail Customers and add estimated non-PTF losses as described above. The load estimation technique will be based on load profile statistics developed for the various Retail Customer classes and segments, and for each calendar month, and day type, based on statistical sampling of consumption patterns of Retail Customers. The average load profiles developed will be scaled for individual Retail Customers using a usage factor that is calculated based on the relationship between the individual Retail Customer’s usage over its prior billing period and the average Retail Customer class segment usage estimated over the same time period.
3. Determination of Supplier Loads (Competitive, Standard Service and Supplier of Last Resort Service)

The hourly loads of each supplier serving retail load on Buyer’s system (Competitive, Standard Service and Supplier of Last Resort Service) will be determined using the following process:

1. Each Retail Customer will be assigned a supplier code to distinguish between Competitive, Standard Service and Supplier of Last Resort Service supply. The Retail Customer loads from Section 2 will be summed, by supplier code, for each hour.
2. For each hour, the difference between the System Retail Load, as determined in Section 1, and the sum of the loads from Section 3(a) will constitute the “Residual”. The loads from 3(a) will be adjusted by the Residual. The Residual will be allocated proportionally to each suppliers’ share of the profiled loads from Section 2(b).
3. The sum of the loads from Section 3(a) above, and any residual from Section 3(b) above, will constitute the supplier hourly loads. The sum of the supplier hourly loads will equal the System Retail Load as determined in Section1.
4. Determination of On-Peak CLQ(s) and Off-Peak CLQ(s) for Providers of Standard Service and Supplier of Last Resort Service

Supplier hourly loads, as determined in Section 3(c) for customers served below the 345 kV transmission system, plus load delivered to customers connected to the 345 kV transmission system who are receiving Standard Service or Supplier of Last Resort Service, will be allocated to each provider of Standard Service or Supplier of Last Resort Service in accordance with the percentages of load ownership for the Customer Groups specified in each of their respective Agreements with Buyer. The sum of these hourly loads for each Customer Group that are allocated to Seller over the calendar month shall be the On-Peak CLQ(s) and Off-Peak CLQ(s).

1. Reporting of Supplier Loads (Competitive, Standard Service and Supplier of Last Resort Service)

In accordance with the ISO Documents, Buyer will report to ISO the Competitive, Standard Service and Supplier of Last Resort Service supplier hourly loads within thirty-seven (37) hours on Business Days after the close of each day.

On occasion, the ISO settlement results for Standard Service Load and/or Supplier of Last Resort Service Load may vary from CL&P’s calculation. In the event this occurs, CL&P will investigate the cause and where appropriate, will request ISO to resettle the hourly market to eliminate any discrepancy as soon as practicable. Adjustments to hourly data submitted to ISO will be reflected in Buyer’s calculation of the On-Peak CLQ(s) and Off-Peak CLQ(s). Any further adjustments will be reflected in the process described in Section 6 of this Appendix A.

1. Determination and Reporting of Supplier Loads (Competitive, Standard Service and Supplier of Last Resort Service) for the ISO Resettlement Processes

In accordance with the requirements of ISO Documents, Buyer will submit to ISO any revised hourly values for assets reflected in the ISO settlement system that are used to determine the System Retail Load for each hour of each day, as well as any revised hourly values for generators and tie lines connected to the 345 kV transmission system. Buyer will also submit to ISO, any revised hourly energy quantities for each Competitive, Standard Service and Supplier of Last Resort Service supplier. The adjusted On-Peak CLQ(s) and Off-Peak CLQ(s) will be based on the resettlement values as reported to ISO for each resettlement process.

1. Adjustments to Comply with Market Changes

If, during the Term of Agreement, Market Changes are implemented, Buyer will comply with applicable ISO Documents when determining the System Retail Load and tie line values for loads connected to the 345 kV transmission system. Buyer also shall determine and report the supplier loads (including Competitive, Standard Service and Supplier of Last Resort Service) consistent with applicable ISO Documents. Buyer will notify Seller of any significant adjustments or changes to this Appendix A that are required to comply with Market Changes.

Exhibit 1

**Form of Service Attachment**

**Service Attachment No.\_\_**

Pursuant to the provisions of the Standard Service and Supplier of Last Resort Service Wholesale Sales Agreement between The Connecticut Light and Power Company doing business as Eversource Energy (“CL&P”) and [Seller] (“Seller”) with an Effective Date of **[date]** (“Agreement”) and the provisions of this Service Attachment No. \_\_ to the Agreement, CL&P and Seller (each a “Party” and collectively the “Parties”) agree to the sale and purchase of the following Standard Service Requirements and/or LRS Requirements. This Service Attachment is effective as of the Date of Execution below.

Date of Execution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Service Type: Standard Service \_\_\_ LRS \_\_\_

Service Term: [January 1, 20xx] through [December 31, 20xx]

Scenario A: \_\_\_ Scenario B: \_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Customer Groups | LRS | LC&I | Residential | SC&I | Street Light |
| Delivery Efficiency Factor | [ ] | [ ] | [ ] | [ ] | [ ] |

Financial Assurance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charge Provisions:

**Pricing Applicable to Standard Service Requirements
 (cents/kWh)**

**For On-Peak Periods-Connecticut and Off-Peak Periods-Connecticut**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   | 10% | 10% | 10% | 10% |
| Large C&I | Residential | Small C&I  | Street Lighting |
| Year 20xx | On-Peak | Off-Peak | On-Peak | Off-Peak | On-Peak | Off-Peak | On-Peak | Off-Peak |
| January |   |   |   |   |   |   |   |   |
| February |   |   |   |   |   |   |   |   |
| March |   |   |   |   |   |   |   |   |
| April |   |   |   |   |   |   |   |   |
| May |   |   |   |   |   |   |   |   |
| June |   |   |   |   |   |   |   |   |
| July |   |   |   |   |   |   |   |   |
| August |   |   |   |   |   |   |   |   |
| September |   |   |   |   |   |   |   |   |
| October |   |   |   |   |   |   |   |   |
| November |   |   |   |   |   |   |   |   |
| December |   |   |   |   |   |   |   |   |

**Pricing Applicable to LRS Requirements
 (cents/kWh)**

**For On-Peak Periods-Connecticut and Off-Peak Periods-Connecticut**

|  |  |
| --- | --- |
|   | 100% |
| Last Resort Service |
| Year 20xx | On-Peak | Off-Peak |
| January |   |   |
| February |   |   |
| March |   |   |

**IN WITNESS WHEREOF,** the undersigned Parties have caused this Service Attachment to be executed in their names by their respective duly authorized officials.

The Connecticut Light and Power Company [Seller]

Doing business as Eversource Energy

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Forms of Table 1 to Form of Service Attachment

Market Exposure Calculation

Exhibit 2

**Form of Guaranty**

**Attachment A**

**Service Attachments**