POWER PURCHASE AGREEMENT

BETWEEN

NEXTERA ENERGY SEABROOK, LLC

AND

GREEN MOUNTAIN POWER CORPORATION

DATED AS OF MAY 24, 2011

POWER PURCHASE AGREEMENT
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POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT is made and entered into as of May24, 2011 (the "**Execution Date**"), by and between NextEra Energy Seabrook, LLC, a Delaware limited liability company ("**Seller**"), and Green Mountain Power Corporation, a Vermont corporation ("**Buyer**") (hereinafter the parties hereto are sometimes referred to collectively as the "**Parties,**" or individually as a "**Party**").

WITNESSETH:

WHEREAS, Buyer is a public utility which operates a system for generation, transmission and distribution of electric power in the State of Vermont; and

WHEREAS, Seller owns 88.22889% of the right, title, and interest in and to the Seabrook Nuclear Power Station, an approximately 1,246 MW (net) nuclear-powered electric generating facility and related assets located in the Seabrook, New Hampshire, NRC Operating License No. NPF-86 (the "**Facility**"); and

WHEREAS, in order to serve its wholesale and retail customers, Buyer desires to purchase, and Seller desires to sell, Capacity, Energy and Attributes on the terms, and subject to the conditions, set forth below.

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

ARTICLE I: DEFINITIONS; INTERPRETATION

1.1 Defined Terms.

As used in this Agreement, the following terms shall have the following meanings:

"**Adverse Modification**" has the meaning set forth in Section 10.1(c).

"**Affiliate**" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

"**After Tax Basis**" means, with respect to any payment to be received by any Party, the amount of such payment (the base payment) supplemented by a further payment (the additional payment) to that Party so that the sum of the base payment plus the additional payment shall, after deduction of the amount of all federal, state and local Taxes required to be paid by such Party in respect of the receipt or accrual of the base payment and the additional payment (taking into account the net present value of any reduction in such Taxes resulting from Tax benefits realized by the recipient as a result of the payment or the event giving rise to the payment), be equal to the amount required to be received. Such calculations shall be made on the basis of the

highest generally applicable federal, state and local Tax rates applicable to the corporation for which the calculation is being made for all relevant periods, and shall take into account the deductibility of state and local Taxes for federal income tax purposes.

"**Agreement**" means this Power Purchase Agreement entered into by Seller and Buyer, including all Exhibits and any and all subsequent modifications or amendments hereto made in accordance herewith.

"**Ancillary Services**" means those services during the Term that are necessary to support the transmission of electric capacity and energy, and support the generation or transmission of Energy from the Facility while maintaining reliable operation of the transmission system, associated with or otherwise corresponding to the Capacity of the Facility and/or output of Energy at such time, which Ancillary Services shall include but not be limited to reactive power, regulation, and frequency response service.

"**Applicable Law**" means all federal, state, provincial, local or municipal laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, governmental approvals, licenses, permits, directives, and requirements of all other Governing Authorities.

"**Applicable Market Rules**" means the ISO New England Operating Documents, ISO New England System Rules, ISO New England Market Rule 1, ISO New England Manuals, the ISO-NE Participants Agreement, the ISO-NE Transmission Operating Agreement, other FERC-approved ISO-NE transmission operating agreements, the Second Restated NEPOOL Agreement, or any such successor FERC-approved transmission tariff or agreement applicable to NEPOOL or ISO-NE, in each case as accepted for filing by the FERC and as amended or supplemented from time to time; and all rules and regulations used or adopted by NEPOOL and/or ISO-NE, including without limitation all operating procedures (OP), planning procedures and market rules and procedures issued or adopted by NEPOOL and/or ISO-NE and its satellite agencies or affiliates, or their successors, in each case as amended or supplemented from time to time.

"**Attributes**" means any and all present or future (whether known or unknown) credits, claims, rights, benefits, powers, privileges, emissions reductions, environmental attributes, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its avoided emission of pollutants, including those for greenhouse gas reduction, green certificates or renewable energy credits for the generation of green power or renewable energy, or for satisfying renewable portfolio standards or similar renewable energy mandates, or offsets of emissions of greenhouse gases, in each case whether or not created by any Governing Authority, independent certification board or group generally recognized in the electric power generation industry, and generated by or associated with the Facility. Attributes include green tags, green certificates, tradeable renewable energy credits, Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United

Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

"**Attribute Attestation**" means an attestation with respect to Attributes in the form attached hereto as Exhibit D.

"**Authorization**" means any license, permit, approval, consent, filing, waiver, exemption, variance, clearance, entitlement, allowance, franchise, or other authorization, whether corporate, governmental or otherwise.

"**Best Bid**" has the meaning set forth in Section 18.1(a).

"**Billing Cycle**" means each calendar month during the Term and any partial calendar month at the beginning or end of the Term.

"**Business Day**" means a day on which Federal Reserve member banks in New York are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for each Party's principal place of business.

"**Buyer**" has the meaning set forth in the preamble hereto.

"**Buyer's Capacity Amount**" means the amount of Capacity equal to the product of Buyer's Capacity Percentage and the Facility Capacity; provided, Buyer's Capacity Amount shall never exceed the Buyer's Maximum Capacity Amount.

"**Buyer's Capacity Percentage**" is as set forth in Column B to Exhibit A, Schedule 1.

"**Buyer's Initial Energy Amount**" means the quantity in MW set forth in Column A to Exhibit E for the applicable Calendar Year.

"**Buyer's Energy Amount**" shall be determined for each hour as: (a) if the actual generation output of the Facility is equal to or greater than [redacted] MWs, then Buyer's Energy Amount shall equal Buyer's Maximum Energy Amount for that hour; or, (b) if the actual generation output of the Facility is less than [redacted] MWs, then Buyer's Energy Amount shall equal the product of Buyer's Energy Percentage and the actual generation output of the Facility, provided, in any event, Buyer's Energy Amount for any hour shall not exceed the Buyer's Maximum Energy Amount.

"**Buyer's Energy Percentage**" is as set forth in Column F to Exhibit A, Schedule 1.

"**Buyer's Maximum Capacity Amount**" means the quantity in MW set forth in Column A to Exhibit A, Schedule 1 for the applicable Contract Year.

"**Buyer's Maximum Energy Amount**" means the quantity in MW set forth in Column E to Exhibit A, Schedule 1 for the applicable Contract Year.

"**Calendar Year**" means a twelve-month period beginning January 1 and ending December 31.

"**Capacity**" means, on or as of any date of determination, a power generation unit's capability to generate a specific amount of electrical energy at a given point in time, excluding capacity required for station use.

"**Claims**" have the meaning set forth in Section 9.1(a).

"**Commitment Price**" has the meaning set forth in Section 18.1(a).

"**Contract Year**" means the twelve-month period beginning June 1 and ending May 31.

"**Costs**" means, with respect to the non-defaulting Party, (a) brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or in entering into new arrangements which replace the Agreement; and (b) all reasonable attorneys' fees and expenses incurred by the non-defaulting Party in connection with the termination of the Agreement.

"**DART Differential**" has the meaning set forth in Section 3.3(c).

"**Day-Ahead Energy Market**" has the meaning set forth in the ISO-NE Tariff.

"Delivered Capacity" means, for any Billing Cycle, the Capacity associated with Buyer's Capacity Amount delivered to Buyer from the Facility pursuant to Section 2.1.

"Delivered Capacity Charge" has the meaning set forth in Section 3.2(b).

"Delivered Capacity Payment" has the meaning set forth in Section 3.2(a).

"**Delivered Energy**" shall mean, for any Billing Cycle, the Energy associated with Buyer's Initial Energy Amount or Buyer's Energy Amount, as applicable, delivered to Buyer pursuant to Section 2.2.

"**Delivered Energy Charge**" has the meaning set forth in Section 3.3(b).

"**Delivered Energy Payment**" has the meaning set forth at Section 3.3(a).

"**Delivery Point**" has the meaning set forth in Section 2.4.

"**Dispute**" has the meaning set forth in Section 16.1.

"**Early Termination Date**" has the meaning set forth in Section 7.2(a).

"**Emergency**" means an abnormal condition on the bulk power system(s) of New England and/or neighboring control areas that, if not immediately corrected, could reduce or otherwise adversely affect the amount of Product delivered to the Delivery Point. Such abnormal conditions are beyond the reasonable control and ability to avoid of the system operator of the region(s) experiencing such conditions. Such conditions could result from emergency outages of generating units, transmission lines or other equipment, or other such unforeseen circumstances such as load forecast errors.

"**Energy**" means electric energy expressed in MWh.

"**EPT**" means Eastern Prevailing Time, which shall, at any time, be the time then in effect in Seabrook, New Hampshire.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Execution Date**" has the meaning set forth in the preamble hereto.

"**Executive(s)**" has the meaning set forth in Section 16.1.

"**Facility**" has the meaning set forth in the second recital of this Agreement.

"**Facility Capacity**" means actual Qualified Capacity of the Facility as set forth in Column C to Exhibit A, Schedule 1; provided, for purposes of this Agreement the Facility Capacity shall never exceed 1,246 MWs (net).

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

"**Firm**" has the meaning set forth in Section 2.6(b).

"**Force Majeure**" means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. Without limiting the generality of the foregoing, Force Majeure events may include: acts of God; storms, floods, earthquakes, hurricanes, tornados, lightning, ice storms, landslides, mudslides; subsurface or other site conditions; explosion; fire; epidemic; sabotage; vandalism; negligent acts of unaffiliated third parties; terrorism; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or any restraint or restriction imposed by Applicable Law or any directive from a Governmental Authority, which by exercise of due diligence and in compliance with Applicable Law a Party could not reasonably have been expected to avoid and to the extent which, by exercise of due diligence and in compliance with Applicable Law, has been unable to overcome (so long as the affected Party has not applied for or assisted such act by a Governmental Authority). Notwithstanding the foregoing, the following acts, events or causes shall in no event constitute an event of Force Majeure: (a) any lack of profitability to a Party or any losses incurred by a Party or any other financial consideration of a Party; (b) unavailability of funds or financing, including, with respect to Buyer, as a result of a disallowance of the payments made hereunder in rates; (c) an event caused by conditions of national or local economics or markets; and (d) any failure of equipment which is not itself directly caused by an event which would otherwise independently constitute a Force Majeure. The curtailment, unavailability or interruption of transmission service shall not constitute a Force Majeure event unless (1) Qualified Capacity is being provided by a network resource as defined under the ISO-NE's tariff, (2) the ISO-NE has deemed the network resource deliverable within the control area of the ISO-NE, and (3) the ISO-NE directs a curtailment, or interruption, of the network resource's outputs.

"**Forced Outage**" means an immediate reduction in output or Capacity or removal from service, in whole or in part, of the Facility by reason of an Emergency or threatened Emergency, unanticipated failure, or other cause beyond the control of the Seller or operator of the Facility, as specified in the relevant portions of the ISO New England Manuals and ISO New England Administrative Procedures.

"**Forward Capacity Market**" means the "Forward Capacity Market" as defined in the Applicable Market Rules.

"**GAAP**" means generally accepted accounting principles in the United States, as in effect from time to time, consistently applied, except as to consistency for mandated changes imposed by appropriate accountancy administrative bodies (including the FASB) or regulatory authorities.

"**Gains**" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement, determined in a commercially reasonable manner. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of the Agreement to determine the value of the Product.

"**Good Utility Practices**" means any applicable practices, methods, and acts engaged in or approved by a significant portion of the (a) as to Seller, nuclear utility industry, or (b) as to Buyer, the utility industry, during the relevant time period, or the practices, methods, and acts which, in the exercise of reasonable judgment by a prudent nuclear operator (or prudent utility operator, if applicable to Buyer) in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition, and the requirements of any Governing Authority having jurisdiction. Without limitation of the foregoing, "Good Utility Practices" shall include the applicable operating policies, criteria, and/or guidelines of NERC, NPCC, NRC and any other Governing Authority. "Good Utility Practices" is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the (a) as to Seller, nuclear utility industry, or (b) as to Buyer, the utility industry.

"**Governing Authority**" or collectively, "**Governing Authorities**" means the federal government of the United States, and any state, county or local government, and any regulatory department, body, political subdivision, commission, bureau, administration, agency, instrumentality, ministry, court, judicial or administrative body, taxing authority, or other authority of any of the foregoing (including, without limitation, any corporation or other entity owned or controlled by any of the foregoing), NPCC and any other regional reliability council, the ISO-NE and any other regional transmission organization, in each case having jurisdiction

over either or both of the Parties, the Facility, or the ISO-NE's transmission system, whether acting under actual or assumed authority.

"**Initial Negotiation End Date**" has the meaning set forth in Section 16.1.

"**Interest Rate**" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published) plus 2%, and (b) the maximum rate permitted by Applicable Law.

"Internal Bilateral Transactions" has the meaning set forth in the Applicable Market Rules.

"**ISO-NE**" means the independent system operator certificated for NEPOOL or any successor to its functions.

"ISO-NE Market System" means the software program administered by ISO-NE through which energy schedules may be submitted.

"ISO-NE Tariff" means the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as filed with FERC, as amended, supplemented or restated from time to time.

"LMP" means the Day-Ahead Locational Marginal Price at the relevant Node for any hour of a day, as posted by ISO-NE.

"Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of the Agreement, determined in a commercially reasonable manner. Factors used in determining the loss of economic benefit may include reference to information either available to it internally or supplied by one or more third parties including quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining Term of the Agreement to determine the value of the Product.

"**Maintenance Schedule**" has the meaning set forth in Section 4.3(a).

"**Manager**" has the meaning set forth in Section 16.1.

"Marginal Loss Revenue Credits" has the meaning set forth in the Applicable Market Rules.

"**Marginal Loss Revenue Credit** [redacted]" has the meaning set forth in Section 3.5.

"**Marginal Loss Revenue Credit Rate**" shall be determined on a $/MWh basis and equals the monthly Marginal Loss Revenue Credits divided by the monthly NEPOOL Real-Time Adjusted Load Obligation.

"**Monthly Payment**" has the meaning set forth in Section 3.1.

"**MW**" means megawatt.

"**MWh**" means megawatt hours.

"**NEPOOL**" means the New England Power Pool, its affiliates or its successor, and includes all functions ISO-NE performs for NEPOOL and to all authority ISO-NE has been granted by NEPOOL and vice versa or to any successor.

"**NEPOOL GIS**" means the New England Power Pool Generation Information System.

"**NERC**" means the North American Electric Reliability Council, or any successor entity.

"**Node**" has the meaning ascribed to such term in the Applicable Market Rules, as such relevant meaning or relevant term may be modified from time to time.

"**NPCC**" means Northeast Power Coordinating Council, Inc., or any successor entity, or successor regional reliability council of which Buyer is a member.

"**NRC**" means the Nuclear Regulatory Commission, or any successor entity.

"**Party**" has the meaning set forth in the preamble hereto.

"**Permitted Assignee**" has the meaning set forth in Section 15.2(a).

"**Permitted Excuse**" has the meaning set forth in Section 2.6(c).

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

"**Pool Transmission Facilities**" has the meaning set forth in the Applicable Market Rules.

"**Product**" means the Buyer's Capacity Amount, the Buyer's Initial Energy Amount or Buyer's Energy Amount, as applicable, and associated Attributes.

"**Qualified Capacity**" has the meaning set forth in the Applicable Market Rules.

"**Real-Time Adjusted Load Obligation**" has the meaning set forth in the Applicable Market Rules.

"**Regulatory Event**" means a statutory or regulatory change or issuance of an order by a Governing Authority interpreting this Agreement or otherwise affecting this Agreement,

including changes relating to the ISO-NE Tariff, ISO-NE Protocols and the NEPOOL GIS, that causes (a) a material change in the meaning of a term defined herein or incorporated herein by reference, or (b) a material change in the manner in which a Party is required to perform its obligations under this Agreement (including changes relating to ISO-NE's ability to support or settle the Product) such that the Agreement no longer reflects the intent of the Parties and which causes the performance of any material term of this Agreement to be deemed unlawful, impossible or impracticable.

"**Replacement Commitment**" has the meaning set forth in Section 10.2(b).

"**Scheduled Maintenance Outage**" means the scheduled removal from service, in whole or in part, of a generating unit in order to perform necessary repairs on specific components of the Facility, if removal of the Facility meets the guidelines specified in the ISO New England Manuals and ISO New England Administrative Procedures.

"**Self Supplied Resource**" shall have the meaning provided in ISO New England Market Rule 1, (currently III.13.1.6. Self-Supplied FCA Resources).

"**Seller**" has the meaning set forth in the preamble hereto.

"**Settlement Amount**" means the amount in US$ equal to the sum of Losses, Gains, and Costs, which the non-defaulting Party incurs as a result of the termination of this Agreement.

"**Solicitation**" has the meaning set forth in Section 18.1(a).

"**Solicitation Commitment**' has the meaning set forth in Section 18.1(a).

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

"Term" has the meaning set forth in Section 10.1(a) hereof.

"Termination Payment" means the payment amount equal to the sum of (a) and (b), where (a) is the Settlement Amount and (b) is the sum of all amounts owed by the defaulting Party to the non-defaulting Party under this Agreement, less any amounts owed by the non-defaulting Party to the defaulting Party determined as of the Early Termination Date.

"**Transmission Forced Outage**" means an immediate removal from service of a transmission facility by reason of an Emergency or threatened Emergency, unanticipated failure, or other cause beyond the control of the owner or operator of the transmission facility, as specified in the relevant portions of the ISO New England Manuals and ISO New England Administrative Procedures. A removal from service of a transmission facility at the request of the ISO to improve transmission capability shall not constitute a Transmission Forced Outage.

"**Unit Firm**" has the meaning set forth in Section 2.6(c).

"**Utility PPA**" has the meaning set forth in Section 3.6.

"**Vermont Load Zone**" has the meaning set forth in the Applicable Market Rules.

"**Vermont Utility**" means a distribution electricity utility that is subject to the jurisdiction of the VPSB.

"**VPSB**" means the State of Vermont Public Service Board.

"**VPSB Approval**" means the Order and Certificate of Public Good approving this Agreement issued by the VPSB.

1.2 Rules of Interpretation.

Unless otherwise required by the context in which any term appears:

(a) Capitalized terms used in this Agreement shall have the meanings specified in this Article.

(b) The singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

(c) References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement, and references to "Paragraphs" or "Clauses" shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(d) The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; and the words "include," "includes" or "including" shall mean "including, but not limited to."

(e) The term "day" shall mean a calendar day, commencing at 12:00 a.m. (EPT). The term "week" shall mean any seven consecutive day period commencing on a Sunday, and the term "month" shall mean a calendar month; provided that when a period measured in months commences on a date other than the first day of a month, the period shall run from the date on which it starts to the corresponding date in the next month and, as appropriate, to succeeding months thereafter. Whenever an event is to be performed or a payment is to be made by a particular date and the date in question falls on a day which is not a Business Day, the event shall be performed, or the payment shall be made, on the next succeeding Business Day; provided,

however, that all calculations shall be made regardless of whether any given day is a Business Day and whether or not any given period ends on a Business Day.

(f) All references to a particular entity shall include such entity's permitted successors and permitted assigns unless otherwise specifically provided herein.

(g) All references herein to any Applicable Law or to any contract or other agreement shall be to such Applicable Law, contract or other agreement as amended, supplemented or modified from time to time unless otherwise specifically provided herein.

(h) The titles of the articles and sections herein have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

(i) This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

(j) The Exhibits hereto are incorporated in and are intended to be a part of this Agreement; provided, however, that in the event of a conflict between the terms of any Exhibit and the terms of the remainder of this Agreement, the terms of the remainder of this Agreement shall take precedence.

(k) All accounting terms used herein shall be construed in accordance with GAAP unless the context or use requires a different interpretation.

ARTICLE II: PURCHASE OF CAPACITY, ENERGY, AND ATTRIBUTES

2.1 Capacity Sale and Purchase.

Subject to the terms and conditions of this Agreement and for the duration of the Term, Seller shall make available and sell to Buyer, and Buyer shall purchase and receive from Seller on a Unit Firm basis, the Buyer's Capacity Amount. Unless otherwise agreed to by the Parties, Seller shall transfer Buyer's Capacity Amount to Buyer consistent with the procedures set forth in Section 4.1(c). Except as otherwise specifically provided for herein, Seller shall not sell or commit to sell the Buyer's Capacity Amount to any Person other than Buyer during the Term.

2.2 Energy and Attributes Sale and Purchase.

(a) Subject to the terms and conditions of this Agreement and for the duration of the Term, Seller shall sell and deliver to Buyer at the Delivery Point, and Buyer shall purchase and receive from Seller, the Buyer's Initial Energy Amount or Buyer's Energy Amount, as applicable. Except as otherwise specifically provided for herein, Seller shall not sell or commit to sell the Buyer's Initial Energy Amount or Buyer's Energy Amount to any Person other than Buyer during the Term.

(b) Unless otherwise agreed to by the Parties, Seller shall schedule Buyer's Initial Energy Amount and Buyer's Energy Amount by submitting an Internal Bilateral Transaction consistent with the procedures set forth in Section 4.1(a). The amount of all Energy sold to Buyer as scheduled by Seller and purchased by Buyer from Seller as confirmed by Buyer in accordance with Section 4.1 for any period of time, shall be the aggregate amount of Delivered Energy for such period of time.

(c) Buyer's Initial Energy Amount and Buyer's Energy Amount shall include any Attributes associated with such Energy. The value associated with such Attributes shall be allocated between Buyer and Seller in accordance with Section 3.3(d). In connection therewith, Attributes will be delivered by Seller to Buyer, on a quarterly basis, pursuant to NEPOOL GIS (or successor mechanism or tracking system) in quantities equal to Buyer's Initial Energy Amount or Buyer's Energy Amount, as applicable, and Seller shall provide, on a frequency to be mutually determined by the Parties, but in any event, no less than on an annual basis, an Attribute Attestation, the form of which is set forth in Exhibit D.

2.3 Ancillary Services.

For the avoidance of doubt, the sale of Capacity, Energy, and Attributes hereunder from the Facility shall not include the quantity of Ancillary Services associated with such Capacity, Energy, and Attributes. Buyer agrees that it shall not have any rights to the production or absorption of the reactive power capabilities of the Facility.

2.4 Delivery Point.

The "**Delivery Point**" for Buyer's Initial Energy Amount and Buyer's Energy Amount delivered pursuant to this Agreement is the Facility interconnect to the ISO-NE Pool Transmission Facilities, currently designated ISO-NE NODE: 555. Seller shall bear all costs of supplying Energy, including congestion costs and losses, hereunder to the Delivery Point, and Buyer shall bear all costs, including congestion costs and losses at and after the Delivery Point.

2.5 Title and Risk of Loss.

Title to and risk of loss related to the Capacity, Energy and Attributes shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Capacity, Energy and Attributes 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.

2.6 Product and Performance.

(a) Beginning March 1, 2012 and continuing until and including December 31, 2014, Seller shall deliver Buyer's Initial Energy Amount Energy to Buyer on a Firm basis and shall deliver the Attributes associated with Buyer's Initial Energy Amount on a Unit Firm basis. Beginning January 1, 2015 and continuing for the remainder of the Term, Seller shall deliver the Product to Buyer on a Unit Firm basis; provided: (i) if the Facility is derated or partially shutdown, then Buyer's Energy Amount shall be delivered ratably; and (ii) if the Facility is completely shut-down, the Buyer's Energy Amount shall be zero (0). For the purposes of (i)

above, Seller's ratable delivery obligation will be calculated based on the product of Buyer's Energy Percentage and the actual generation output of the Facility, provided that Buyer's Energy Amount for any hour shall not exceed the energy amount associated with Buyer's Maximum Energy Amount.

(b) For purposes of this Agreement, "**Firm**" means that Seller or Buyer shall be relieved of its respective obligations hereunder without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure. In the absence of Force Majeure, the Party to which performance is owed shall be entitled to receive from the Party which failed to sell/purchase an amount determined pursuant to Section 4.1(b).

(c) For purposes of this Agreement, "**Unit Firm**" means, with respect to the Seller's performance obligation hereunder, that the Product will be supplied from the Facility; provided, Seller's failure to deliver the Product shall be adjusted: (i) if the Facility is unavailable as a result of a Scheduled Maintenance Outage, a Forced Outage, Transmission Forced Outage or Emergency, or (ii) by an event or circumstance that affects the Facility so as to prevent Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Transaction was agreed to, and which is not within the reasonable control of, or the result of the negligence of, the Seller or (iii) by Buyer's failure to perform ((i), (ii) and (iii) a "**Permitted Excuse**"). In any of such events, Seller shall not be deemed to be in default under this Agreement or be liable to Buyer for any damages, including any amounts determined pursuant to Article VII.

2.7 Reserved.

2.8 Sales to Third Parties.

Seller may sell to any third party Capacity, Energy and Attributes generated at the Facility in excess of amounts required to be made available or delivered to Buyer hereunder.

ARTICLE III: COMPENSATION; MONTHLY PAYMENTS

3.1 Monthly Payment.

With respect to each Billing Cycle, the "Monthly Payment" shall equal the sum of (a) the Delivered Capacity Payment, (b) the Delivered Energy Payment, (c) the Marginal Loss Revenue Credit Allocation, and (d) any other charges or credits due pursuant to this Agreement.

3.2 Delivered Capacity Payment.

(a) With respect to each Billing Cycle, Buyer shall make a payment to Seller equal to the product of: (i) the Delivered Capacity, (ii) the applicable Delivered Capacity Charge, and (iii) 1,000 (the "Delivered Capacity Payment").

(b) The Delivered Capacity Charge is as set forth in Schedule 1, Table A to Exhibit C, as applicable (the "Delivered Capacity Charge").

3.3 Delivered Energy Payment.

(a) With respect to each Billing Cycle, Buyer shall make a payment to Seller equal to the the product of: (i) the Delivered Energy, (ii) the applicable Delivered Energy Charge, and (iii) the applicable Delivered Energy Charge Shaping Factor set forth in Exhibit B; (the "**Delivered Energy Payment**").

(b) The Delivered Energy Charge shall be determined as follows (the "**Delivered Energy Charge**"): (i) commencing March 1, 2012 through and including December 31, 2014 the Delivered Energy Charge shall be as set forth in Column B to Exhibit E; and (ii) the Delivered Energy Charge commencing January 1, 2015 shall be as set forth in Schedule 1, Table A `to Exhibit C, as applicable.

(c) If, in any hour during the Term, a Permitted Excuse occurs that results in a difference between (i) Buyer's Energy Percentage multiplied by the day ahead schedule submitted by Seller to the ISO-NE Market System related to the Facility's Energy output, and (ii) Buyer's Energy Amount submitted in the applicable Internal Bilateral Transaction ("**DART Differential**"), then the Delivered Energy Payment shall be adjusted by the difference between: (i) the ISO-NE Real-Time Market LMP, minus (ii) the ISO-NE Day-Ahead Market LMP, multiplied by the DART Differential.

(d) In the event that, at any time during the Term, it is determined by either Buyer or Seller that the Attributes (received by Buyer as part of Buyer's Initial Energy Amount and Buyer's Energy Amount) have market value and a market for such Attributes exists in which either Buyer or Seller can sell such Attributes, then Buyer shall elect, from time-to-time or on a monthly basis (as appropriate) to either:

(i) pay to Seller [redacted] of an observable market price for such Attributes, if such price becomes visible for any Attributes generated by the Facility and delivered by Seller to Buyer;

(ii) sell [redacted] of Buyer's entitlement to such Attributes generated by the Facility (and delivered by Seller to Buyer) in any market reasonably designated by Seller, and pay to Seller the resulting proceeds net of any transaction costs incurred by Buyer; or

(iii) transfer to Seller [redacted] of Buyer's entitlement to such Attributes and associated attestation.

3.4 Escalation.

On January 1, 2013, June 1, 2013, and on an annual basis thereafter, the Delivered Energy Charge and the Delivered Capacity Charge for Buyer's Energy Amount and Buyer's Capacity Amount for each Contract Year of the Term shall increase pursuant to the escalation procedures set forth in Exhibit C; provided, however, the prices set forth in Exhibit E for Buyer's Initial Energy Amount are not subject to any escalation.

3.5 Marginal Loss Revenue Credit [redacted]

Marginal Loss Revenue Credits, if any, related to Internal Bilateral Transactions implemented pursuant to this Agreement shall be [redacted] between Buyer and Seller as follows(the "**Marginal Loss Revenue Credit** [redacted]"): the product of: [redacted] If Buyer receives the Marginal Loss Revenue Credits from ISO-NE, [redacted] If Seller receives the Marginal Loss Revenue Credits from ISO-NE, [redacted]

[redacted]

If, during the period commencing on the Execution Date and through that date [redacted] from the date of the issuance of the VPSB Approval, Seller executes or submits [redacted]

ARTICLE IV: SCHEDULING, OPERATION AND MAINTENANCE

4.1. Scheduling.

(a) Seller shall schedule Internal Bilateral Transactions in the Day-Ahead Energy Market for all Energy deliveries under this Agreement in quantities equal to Buyer's Initial Energy Amount or Buyer's Energy Amount, as applicable, and Buyer shall confirm such Internal Bilateral Transactions in accordance with the Applicable Market Rules. Seller shall transfer Attributes through the NEPOOL GIS (or successor mechanism or tracking system) in quantities equal to Buyer's Initial Energy Amount or Buyer's Energy Amount, as applicable. Marginal Loss Revenue Credits, if any, related to Internal Bilateral Transactions implemented pursuant to this Agreement shall be allocated pursuant to Section 3.5.

(b) If Seller fails to schedule or Buyer fails to confirm the Internal Bilateral Transactions as contemplated in Section 4.1(a), and such failure is not excused pursuant to the terms hereof, then a financial adjustment to the monthly invoice for the month in which such failure occurred shall be made by Seller as follows:

(i) if Seller fails to perform its scheduling obligations, Buyer will be excused from paying the Delivered Energy Payment for each MWh (or fraction thereof) of the Product that was not scheduled for a given hour, and Seller shall credit to Buyer an amount, if any, equal to the positive difference of: (A) the MWh or fraction thereof of the Product that was not scheduled for a given hour, multiplied by the LMP at the Delivery Point in the Day-Ahead Energy Market for such hour; and (B) Delivered Energy Payment for the MWh or faction thereof of the Product that was not scheduled for a given hour; and

(ii) if Buyer fails to perform its scheduling obligations, Seller shall charge to Buyer an amount, if any, equal to the positive difference of: (A) Delivered Energy Payment for the MWh or faction thereof of the Product that was not confirmed for a given hour; and (B) the MWh or fraction thereof of the Product that was not confirmed for a given hour, multiplied by the LMP at the Delivery Point in the Day-Ahead Energy Market for such hour.

To the extent any charges or fees are imposed by the ISO-NE as a result of the Party's failure to perform its scheduling obligations hereunder, such Party shall be responsible for the payment of such charges imposed and the other Party shall not be responsible for the payment of any such charges or fees imposed.

(c) With regards to Buyer's Capacity Amount, beginning June 1, 2015, Seller will schedule Buyer's Capacity Amount pursuant to the Applicable Market Rules and any ISO-NE procedures and deadlines governing Self Supply Resource or equivalent method for transferring of Qualified Capacity (as such are set forth in the Applicable Market Rules). Buyer shall confirm Seller's schedule related to Buyer's Capacity Amount by the applicable deadline for such confirmation. Buyer shall be responsible for or entitled to any and all availability penalites and availability credits imposed by ISO-NE and related to the Buyer's Capacity Amount.

(i) If in any month during the Term the scheduled Buyer's Capacity Amount is greater than Buyer's share of the actual monthly Capacity and to the extent Seller is required to purchase additional capacity to cover the scheduled Buyer's Capacity Amount, Seller shall charge to Buyer an amount, if any, equal to the product of: (A) positive difference of: (a) the replacement price of the additional Buyer's Capacity Amount and (b) Delivered Capacity Charge, and (B) the positive difference between the scheduled Buyer's Capacity Amount and the actual monthly Qualified Capacity.

(ii) If in any month during the Term the scheduled Buyer's Capacity Amount is less than the Buyer's share of the actual monthly Capacity and to the extent Seller is able to resell such undelivered Buyer's Capacity Amount, Seller shall credit to Buyer an amount, if any, equal to the product of: (A) the positive difference of: (a) the sales price of the undelivered Buyer's Capacity Amount; and (b) Delivered Capacity Charge, and (B) the positive difference between the actual monthly Qualified Capacity and the scheduled Buyer's Capacity Amount.

(d) Upon a change in the Applicable Market Rules governing scheduling for Energy, Capacity, or Attributes (including, without limitation, alteration of any of the deadlines required thereunder), the Parties will negotiate in good faith to develop, if necessary, adjustments to scheduling obligations hereunder.

4.2 Facility Operations.

(a) Seller shall: (i) operate and maintain the Facility (and all metering devices) in accordance with this Agreement and Good Utility Practice; (ii) at its cost and expense, perform all required Capacity testing to cause the Buyer's Capacity Amount to be Qualified Capacity; and (iii) enter the operating and dispatch characteristics of the Facility in the ISO-NE Market System, all in accordance with Applicable Market Rules. Other than the right and obligation to buy the Product from Seller in accordance with the provisions of this Agreement, this Agreement

shall not be interpreted to create any rights in the Facility in favor of Buyer, and Buyer hereby disclaims, any right, title or interest in any part of the Facility. For the avoidance of doubt, Buyer agrees and acknowledges that it has no right or authority related to operational decisions at the Facility and that Buyer has no right to review or determine the adequacy of the nuclear decommissioning costs or funding with respect to the Facility.

(b) Except as provided for in Section 10.2(b), Seller will, at its cost and expense, acquire and maintain in effect throughout the Term of this Agreement all permits, licenses, approvals and other Authorizations of any Governing Authority required for the lawful operation and maintenance of the Facility.

(c) All Energy delivered hereunder shall be three-phase, 60 Hertz (plus or minus variations as may be required or allowed by the ISO-NE), alternating current, at a voltage acceptable to the ISO-NE, or shall otherwise comply with such other specifications of the ISO-NE or other Governing Authority responsible for the safety and reliability of the electric grid with authority over the Delivery Point as may be in effect at the time of delivery.

4.3 Scheduled Maintenance; Outages.

(a) Seller shall submit to Buyer a schedule of maintenance of the Facility (each, a "**Maintenance Schedule**" and each item thereon a "**Scheduled Maintenance Outage**") for each Calendar Year during the Term no later than three months before the beginning of such year (or no later than the deadline for submittal of any such schedule in accordance with the Applicable Market Rules or any other applicable Governing Authority, if earlier). Seller may revise such Maintenance Schedule in accordance with Good Utility Practices and shall promptly submit to Buyer any such revised Maintenance Schedule. Notwithstanding the foregoing, Seller shall submit to Buyer on that date 10 business days following the Execution Date and on an annual basis by January 15th of each Calendar Year thereafter, a schedule of Facility refueling outages related to the subsequent 24 month period.

(b) In the event of any Forced Outage, Seller shall promptly notify Buyer telephonically of such Forced Outage as soon as practicable after Seller becomes aware of the necessity or occurrence thereof with written confirmation within 48 hours of such notice.

ARTICLE V: BILLING AND PAYMENT

5.1 Billing and Payment.

(a) Seller shall send a billing statement to Buyer on or before the fifth day after the end of each Billing Cycle which shall reflect the net of charges owed by Seller and net of charges owed by Buyer. If any net amount is due to Seller pursuant to any such billing statement, Buyer shall pay such amount to Seller upon the later of the 25th day, or within 10 days, after receipt of such billing statement. If any net amount is due to Buyer pursuant to any such billing statement, Seller shall pay such amount to Buyer on or before the 25th day after the end of such Billing Cycle. The billing statement shall show the Delivered Energy and/or Delivered Capacity for such Billing Cycle; the amounts due Seller for that Billing Cycle in respect of (i) the Delivered Energy Payment and/or Delivered Capacity Payment, and (ii) any other amounts due to Seller

hereunder; the amounts due Buyer for that Billing Cycle in respect of amounts due to Buyer hereunder; and the data reasonably pertinent to the calculation of the payments due to Seller or Buyer. If meter readings cannot be made during such Billing Cycle (or any portion thereof), the Buyer shall estimate deliveries to it for such period, tender payment accordingly, and make an adjustment for actual purchases in the next Billing Cycle's statement. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(b) In the event of a dispute as to the amount of any bill, Buyer shall notify Seller of the amount in dispute and Buyer or Seller, as applicable, shall pay to the other Party the undisputed portion of the bill on or prior to the due date therefor, as identified in Section 5.1(a). Buyer or Seller, as applicable, shall pay, with an interest charge computed at the Interest Rate, from and including the date payment was due to but excluding the date payment is made, any portion of the disputed amount ultimately found to be proper. In the event of a refund, Buyer or Seller, as applicable, shall pay, with an interest charge computed at the Interest Rate, from and including the date the disputed payment was made to but excluding the date the refund payment is made, any refund amount ultimately found to be due to the other Party.

(c) Neither the Buyer nor Seller shall have the right to challenge any billing statement rendered or received hereunder after a period of two years from the date such statement was rendered. In the event that any such billing statement depends in whole or in part upon estimated data, this two year limitation period shall be deemed to begin on the first day of the Billing Cycle in which such estimated data is adjusted to actual.

ARTICLE VI: FORCE MAJEURE

6.1 Conditions of Excuse from Performance.

If and to the extent resulting from a Force Majeure a Party is rendered unable to perform any of its obligations under this Agreement (other than obligations of such Party to pay money when such money is due), such Party shall be excused, except as specifically provided elsewhere in this Agreement, from whatever performance is prevented by the Force Majeure to the extent so prevented, provided that:

(a) the Party claiming excuse gives the other Party written notice within three Business Days of such Party becoming aware of the event describing how the event qualifies as a Force Majeure;

(b) the permitted suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(c) no obligations of a Party hereto under this Agreement which arose and accrued before the Force Majeure are excused as a result of the Force Majeure;

(d) a Party's performance may be excused due to Force Majeure only for so long as such Party claiming Force Majeure is exercising commercially reasonable efforts consistent with Good Utility Practices to eliminate or circumvent the Force Majeure condition;

(e) Seller shall, within 60 days of the occurrence of the Force Majeure affecting Seller, deliver to Buyer a detailed plan for the remedy of the Force Majeure condition in the event that the Force Majeure condition is not expected by Seller to be remedied within six months after the commencement thereof.

6.2 Termination due to Force Majeure.

If either Party is prevented, due to one or more Force Majeure lasting collectively for [redacted] consecutive months, from performing its obligations under this Agreement, then the other Party, so long as it has met its obligations under this Article VI and is not otherwise in breach of this Agreement, may terminate this Agreement upon 30 days' prior written notice, such termination the sole and exclusive remedy of a Party for a Force Majeure termination.

ARTICLE VII: EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default.

An "**Event of Default**" shall mean, with respect to a Party that is subject to the Event of Default, the occurrence of any of the following:

(a) subject to Section 5.1, the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five Business Days after Notice is received by the Party failing to make such payment;

(b) any representation or warranty made by such Party herein is false or incorrect in any material respect when made, if (i) such misrepresentation or breach of warranty is not remedied within 20 Business Days after notice is received by the defaulting Party, and (ii) if such misrepresentation or breach of warranty has a material adverse effect upon the Party to whom such representation or warranty was made;

(c) the failure to perform any covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default in subsections (a), (b), (d), (e) and (f)) if such failure is not remedied within 30 days after notice of such failure from the non-defaulting Party, which notice sets forth in reasonable detail the nature of the failure; provided, however, that if such failure is not reasonably capable of being remedied within the 30 day cure period specified above, the defaulting Party shall have such additional time (not exceeding an additional 60 days) as is reasonably necessary to remedy such failure, so long as the defaulting Party advises the non-defaulting Party of its plan for such cure and promptly commences and diligently pursues such remedy;

(d) such Party (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of the Party or of all or a substantial part of its property, (ii) admits in writing its inability, or is generally unable to pay its debts as

they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under any Bankruptcy Law, (v) files a petition seeking to take advantage of any other Bankruptcy Law, (vi) acquiesces in writing to, any petition filed against the Party in an involuntary case under any Bankruptcy Law, or (vii) takes any action for the purpose of effecting any of the foregoing;

(e) a proceeding or case is commenced, without the application or consent of a Party, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the Party, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like, of the Party or of all or any substantial part of its assets, or (iii) similar relief in respect of the Party under any Bankruptcy Law, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 60 days from commencement of such proceeding or case or the date of such order, judgment or decree;

(f) 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;

(g) with respect to Seller, if Seller fails to schedule all or part of Buyer's Initial Energy Amount or Buyer's Energy Amount, as applicable, in accordance with Section 4.1 and [redacted]

(h) with respect to Buyer, Buyer fails to confirm all or part of Buyer's Initial Energy Amount or Buyer's Energy Amount, as applicable, in accordance with Section 4.1, and [redacted]

7.2 Remedies.

(a) If an Event of Default occurs at any time during the Term, the non-defaulting Party may, for so long as the Event of Default is continuing, subject to the provisions of Section 7.3, take one or more of the following actions: (i) establish a date (which date shall be no more than 20 Business Days after the non-defaulting Party delivers written notice of such date to the defaulting Party) on which this Agreement shall terminate (the "**Early Termination Date**"); (ii) proceed by appropriate proceedings in accordance with this Agreement at law to protect and enforce its right to damages (actual or liquidated) or, if the Defaulting Party's actions are willful and capricious and the Event of Default is one other than the failure to pay money, seek equitable relief, including specific performance of the obligations under this Agreement; and (iii) immediately cease performance or withhold any payments, or both, due in respect of this Agreement. For avoidance of doubt, in the event the non-defaulting Party ceases performance or withholds payment as provided in (iii) above, the defaulting Party shall continue to be obligated to pay damages relating to the defaulting Party's failure to perform during such cessation or period of withholding.

(b) Notwithstanding anything to the contrary in this Agreement, if an Event of Default under Section 7.1 with respect to Buyer has occurred and is continuing, Seller may offer and sell Product from the Facility to any third party until such time as the Buyer can resume performance under this Agreement. The proceeds of any such sale shall be applied as an offset to amounts otherwise owed by Buyer to Seller under this Agreement.

(c) In the case of a termination by either Buyer or Seller due to an Event of Default of the other Party, the non-defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. If the non-defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Settlement Amount shall be zero. The non-defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount.

(d) As soon as practicable, notice shall be given by the non-defaulting Party to the defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the non-defaulting Party, as applicable, within 20 Business Days after such notice is effective.

(e) If the defaulting Party disputes the non-defaulting Party's calculation of the Termination Payment, in whole or in part, the defaulting Party shall, (i) pay any and all undisputed amounts of the Termination Payment as provided in subsection (d) above, and (ii) within 20 days of receipt of the non-defaulting Party's calculation of the Termination Payment, provide to the non-defaulting Party a detailed written explanation of the basis for the disputed amounts. Any disputes with respect to the Termination Payment shall be resolved in accordance with Article XVI. Buyer or Seller, as applicable, shall pay, with an interest charge computed at the Interest Rate, from and including the date payment was due to but excluding the date payment is made, any portion of the disputed amount ultimately found to be proper.

7.3 Limitation of Liability.

(a) THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PERTAINING TO OVERALL LIMITATION OF LIABILITY AND THE WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY

SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

(b) IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

(c) TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. 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. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

(d) EXCEPT AS PROVIDED FOR IN SECTION 7.2(A)(II), THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

(e) THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILTY OR DAMAGES UNDER ANY THIRD PARTY CLAIMS.

7.4 Disclaimer of Warranties.

NEITHER PARTY TO THIS AGREEMENT MAKES ANY REPRESENTATION, WARRANTY OR INDEMNITY, EXPRESS OR IMPLIED, TO THE OTHER PARTY TO THIS AGREEMENT EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND INDEMNITIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

ARTICLE VIII: REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations and Warranties of Buyer.

Buyer makes the following representations and warranties to Seller, each of which is true and correct as of the Execution Date:

(a) Buyer is a corporation duly organized and in active status under the laws of the State of Vermont.

(b) Buyer has all corporate power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein.

(c) Buyer's execution, delivery and performance of this Agreement have been duly authorized by, and are in accordance with, its articles of incorporation and by-laws; this Agreement has been duly executed and delivered for it by the signatory so authorized; and this Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by general equitable principles.

(d) Buyer's execution, delivery and performance of this Agreement (i) will not result in a breach or violation of, or constitute a default under, any Authorization, or any contract, lease or other agreement or instrument to which it is a party, or by which it or its properties may be bound or affected; and (ii) does not require any Authorization, or the consent, authorization or notification of any other Person, or any other action by or with respect to any other Person (except for Authorizations and consents or authorizations of other Persons already obtained, notifications already delivered, or other actions already taken, or except with respect to the VPSB Approval as expressly set forth herein).

(e) No suit, action or arbitration, or legal, administrative or other proceeding is pending or has been threatened against Buyer that would affect the validity or enforceability of this Agreement or the ability of Buyer to perform its obligations hereunder in any material respect, or that would, if adversely determined, have a material adverse effect on the business or financial condition of Buyer. There is no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending against or being contemplated by Buyer, or, to Buyer's knowledge, threatened against it.

(f) Buyer is not in breach of, in default under, or in violation of, any Applicable Law, or the provisions of any Authorization, or in breach of, in default under, or in violation of, any provision of any promissory note, indenture or any evidence of indebtedness or security therefor, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults or violations which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligations hereunder.

8.2 Representations and Warranties of Seller.

Seller makes the following representations and warranties to Buyer, each of which is true as of the Execution Date:

(a) Seller is a limited liability company duly organized and in good standing under the Laws of the State of Delaware.

(b) Seller has all corporate power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein.

(c) Seller's execution, delivery and performance of this Agreement have been duly authorized by, and are in accordance with, its articles of organization and operating agreement; this Agreement has been duly executed and delivered for it by the signatory so authorized; and this Agreement constitutes Seller's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by general equitable principles.

(d) Seller's execution, delivery and performance of this Agreement (i) will not result in a breach or violation of, or constitute a default under, any Authorization, or any contract, lease or other agreement or instrument to which it is a party, or by which it or its properties may be bound or affected; and (ii) does not require any Authorization, or the consent, authorization or notification of any other Person, or any other action by or with respect to any other Person (except for Authorizations and consents or authorizations of other Persons already obtained, notifications already delivered, or other actions already taken).

(e) No suit, action or arbitration, or legal, administrative or other proceeding is pending or has been threatened against Seller that would affect the validity or enforceability of this Agreement or the ability of Seller to perform its obligations hereunder in any material respect, or that would, if adversely determined, have a material adverse effect on the business or financial condition of Seller. There is no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending against or being contemplated by Seller, or, to Seller's knowledge, threatened against it

(f) Seller is not in breach of, in default under, or in violation of, any Applicable Law, or the provisions of any Authorization, or in breach of, in default under, or in violation of, any provision of any promissory note, indenture or any evidence of indebtedness or security therefor, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults or violations which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Seller or its ability to perform its obligations hereunder.

8.3 Covenants.

(a) Except as provided for in Section 15.2, Seller hereby covenants and agrees that throughout the Term it will not convey, sell, lease, transfer or otherwise dispose of all or substantially all of its business or assets, whether now owned or hereafter acquired without the prior written consent of Buyer, such consent not unreasonably withheld, conditioned or delayed.

(b) Throughout the Term, Buyer shall seek the appropriate approval from the VPSB (or any successor Governing Authority) to obtain and maintain rate recovery treatment of the payments to be made by Buyer under this Agreement and will oppose efforts to deny such rate recovery treatment. In the event of any material disallowance of the payments made hereunder in rates, Buyer will provide Seller with notice of such material disallowance within five Business Days after such disallowance occurs.

(c) Each Party shall at all times comply with all Applicable Laws relating to the performance of its obligations under this Agreement. Each Party shall give all required notices, shall procure and, subject to Section 10.2(b), maintain all necessary Authorizations and inspections necessary for its performance of this Agreement, and shall pay all charges and fees in connection therewith.

ARTICLE IX: INDEMNITY

9.1 Indemnification.

(a) Subject to the provisions of Section 7.3, (i) Seller shall defend, save harmless and indemnify on an After Tax Basis the Buyer and its Affiliates, directors, officers, employees and agents; and, (ii) Buyer shall defend, save harmless and indemnify on an After Tax Basis the Seller and its Affiliates, directors, officers, employees and agents, from and against any and all third party claims, demands, losses, liabilities and expenses, including reasonable attorneys' fees and defense fees, disbursements and expenses (collectively, "**Claims**") arising in connection with or resulting from personal injury, death or damage to real property and tangible personal property of any third party to the extent arising out of, resulting from, or caused by the negligence or willful misconduct of the indemnifying Party, its Affiliates, directors, officers, employees, or agents; provided that, the waiver of consequential damages set forth in Section 7.3(b) shall not apply with respect to claims made by third parties.

(b) Notice of Claims; Procedure. The indemnitee shall, with reasonable promptness after obtaining knowledge thereof, provide the indemnitor with written notice of the proceedings, claims, demands or assessments that may be subject to indemnification, which notice shall include a statement of the basis of the claim for indemnification, including a summary of the facts or circumstances that form the basis for the claim, a good faith estimate of the amount of Losses and copies of any pleadings or demands from the third party. Indemnitor shall have 30 days after its receipt of the claim notice to notify indemnitee in writing whether or not indemnitor agrees that the claim is subject to this Section 9.1 and, if so, whether indemnitor elects to undertake, conduct and control, through counsel of its choosing and at its sole risk and expense, the settlement or defense of the claim. If within 30 days after its receipt of the claim notice, indemnitor notifies indemnitee that it elects to undertake the settlement or defense of the claim, indemnitee shall cooperate with indemnitor in connection therewith including by making available to indemnitor all relevant information and the testimony of employees and agents material to the defense of the claim. Indemnitor shall reimburse indemnitee for reasonable out-of-pocket costs incurred in connection with such cooperation. So long as indemnitor is contesting the claim in good faith and with diligence, indemnitee shall not pay or settle the claim. Notwithstanding the foregoing, indemnitee shall have the right to pay or settle any claim at any time without the consent of indemnitor, provided that in such event it waives any right to indemnification therefor. If indemnitor does not provide a responsive notice within the 30-day period set forth in this Section 9.1(b), indemnitee shall thereafter have the right to contest, settle or compromise the claim at its exclusive discretion, and indemnitor will be deemed to have waived any claim, defense or argument that indemnitee's settlement or defense of such claim is in any respect inadequate or unreasonable.

(c) Survival; Limitations. The indemnity obligations and rights of the Parties set forth in this Section 9.1 shall survive the termination of this Agreement for two years after the effective date of termination of this Agreement.

(d) Insurance Proceeds. In the event that an indemnitor is obligated to indemnify an indemnitee under this Section 9.1, the amount owing to the indemnitee will be the amount of the indemnitee's Loss net of any insurance proceeds received by the indemnitee following a reasonable effort by the indemnitee to obtain such insurance proceeds.

ARTICLE X: TERM; CONDITION PRECEDENT AND TERMINATION

10.1 Term; Condition Precedent.

(a) This Agreement shall become effective on the Execution Date and, unless terminated earlier as provided in this Agreement, shall remain in full force and effect until midnight EPT on December 31, 2034 (the "**Term**"); provided, Seller's obligation to sell and deliver, and Buyer's obligation to purchase and receive, Energy hereunder shall commence from and after 12:00 a.m. EPT March 1, 2012; and, provided, further, Seller's obligation to sell and deliver, and Buyer's obligation to purchase and receive Capacity hereunder shall commence from and after 12:00 a.m. EPT June 1, 2015.

(b) It shall be a condition precedent to all obligations of Buyer and Seller under this Agreement that (i) Buyer obtain the VPSB Approval no later than December 31, 2011, and (ii) the VPSB Approval is satisfactory in form and in substance to the Buyer in all respects and to the Seller with respect to any conditions imposed on Seller relating to the operation and maintenance of the Facility that would result from the implementation of the VPSB Approval. In the event that such condition is not satisfied, then either Party may terminate this Agreement effective upon written notice pursuant to Section 12.1 hereof by the other Party; provided, that written notice of such termination must be delivered on or before February 15, 2012. Neither Party shall have any obligation or liability to the other by reason of such termination.

(c) In the event the VPSB Approval is appealed and, as a result of the appeal, the VPSB Approval is modified in a manner that would have permitted either Party to terminate this Agreement under Section 10.1(b) (an "**Adverse Modification**"), such Party may terminate this Agreement by providing written notice to the other Party within 15 Business Days of the Adverse Modification.

10.2 Termination.

(a) If the continued operation of the Facility pursuant to this Agreement becomes materially adverse to Seller such that the continued operation is no longer feasible, prudent or sustainable, Seller shall have the right to elect to shut down the Facility and terminate this Agreement; provided, however, that Seller has delivered prior written notice to Buyer of such termination as soon as possible, but in no event less than [redacted] months prior to the effective date of such termination (unless notice of that duration is not commercially feasible under the circumstances, in which case Seller shall give such notice as is commercially feasible under the circumstances); and provided further, that this Agreement shall be in full force and effect and

Seller shall continue to perform its obligations under this Agreement, and shall be liable for any failure to perform as provided herein, through the effective date of such termination. Neither Party shall have any liability to the other Party with respect to any matter arising under this Agreement after the effective date of such termination, except for those obligations that by their express terms survive termination of this Agreement as set forth in Section 18.8.

(b) The Parties acknowledge that Seller's NRC operating license for the Facility is currently scheduled to expire on March 15, 2030. In the event the Facility is not granted a NRC operating license extension by [redacted], Buyer may elect to terminate this Agreement effective [redacted], upon prior written notice to Seller; provided, such notice must be received by Seller prior to [redacted], such termination the sole and exclusive remedy of Buyer for Seller's failure to obtain a NRC operating license extension. Notwithstanding the foregoing, upon receipt of Buyer's termination notice, Seller shall have the right, but not the obligation, to commit to Buyer to replace the Products with products of similar characteristics delivered [redacted] (the "**Replacement Commitment**"). The Replacement Commitment must be made to Buyer in writing within 14 Business Days after receipt of the termination notice and such replacement products must be available to Buyer on [redacted], for the remainder of the Term. Buyer shall determine whether such Replacement Commitment is satisfactory to Buyer, such determination not to be unreasonably withheld, conditioned or delayed. If Seller fails to provide a Replacement Commitment, or if Buyer reasonably determines that such Replacement Commitment is not satisfactory, Buyer may, by written notice within 14 Business Days of receipt of the Replacement Commitment, elect to terminate this Agreement effective as of [redacted], such termination the sole and exclusive remedy of Buyer for Seller's failure to obtain a NRC operating license extension.

ARTICLE XI: RECORDS

11.1 Inspection of Records.

Buyer and Seller shall maintain, to the extent applicable, for a period of not less than seven years from the date of preparation thereof complete and accurate records of (a) all measurements by metering devices of Delivered Energy pursuant to this Agreement, and (b) all other data and information necessary to calculate payments as provided in this Agreement, including invoices, receipts, charts, printouts, and other materials and documents. Subject to limitations imposed by Applicable Law, Seller or Buyer, or their respective representatives shall be permitted to inspect such records upon request during normal business hours and copies of such records shall be provided, if requested, at the requesting Party's expense, within 30 days of such request.

ARTICLE XII: NOTICES

12.1 Notices in Writing.

All notices or other communications which are required or permitted under this Agreement shall be as specified below. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, overnight mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close

of business on the next Business Day. Notice by overnight mail or courier shall be effective on the next Business Day after it was sent. A Party may change it addresses by providing notice of same in accordance herewith. All notices hereunder shall be sent to the applicable Parties and their representatives at the addresses set forth below:

If to Seller:
Invoices:
NextEra Energy Seabrook, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard, FEC/JB
Juno Beach, FL 33508
Attn: Project Conttroller
Voice: (561) 304-5268
Fax: (561) 694-4573

Credit:
NextEra Energy Seabrook, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard, EPM/JB
Juno Beach, FL 33508
Attn: Director of Credit
Voice (561) 694-6328
Fax: (561) 304 - 5849

Scheduling:
NextEra Energy Seabrook, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard, EPM/JB
Juno Beach, FL 33408
Attn: Director of Asset Operations
Voice: (561) 625-7030
Fax: (561) 304-5849

Other Notices:
NextEra Energy Seabrook, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Vice President, Business Management
Voice: (561) 304-5104
Fax: (561) 304-5161

With a copy to:
NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408

If to Buyer:
Invoices:
Green Mountain Power Corporation
163 Acorn Lane
Colchester, VT 05446
Attn: Finance Department
Voice: (802) 655-8458
Fax: (802) 655-8550

Credit:
Green Mountain Power Corporation
163 Acorn Lane
Colchester, VT 05446
Attn: CFO
Voice: (802) 655-8768
Fax: (802) 655-8550

Scheduling:
Green Mountain Power Corporation
163 Acorn Lane
Colchester, VT 05446
Attn: Power Supply Department
Voice: (802) 655-8725
Fax: (802) 655-8550

Other Notices:
Green Mountain Power Corporation
163 Acorn Lane
Colchester, VT 05446
Attn: Mgr Energy Resource Planning
Voice: (802) 655-8462
Fax: (802) 655-8550

With a copy to:
Green Mountain Power Corporation
163 Acorn Lane
Colchester, VT 05446

Attn: Managing Attorney
Voice: (561) 304-5220
Fax: (561) 691-7305

Attn: General Counsel
Voice: (802) 655-8420
Fax: (802) 655-8550

12.2 Oral Notice in Emergency.

Notwithstanding the provisions of Section 12.1, any notice required hereunder with respect to an occurrence or event requiring immediate attention may be made orally, by telephone or otherwise, provided such notice shall be confirmed in writing promptly thereafter.

ARTICLE XIII: CONFIDENTIALITY

13.1 Non-Disclosure to Third Parties.

No Party shall disclose the terms and conditions of this Agreement, or information or other documents (including any financial information or guaranties) exchanged between the Parties in connection with this Agreement, in each case to any third party (other than the Party's Affiliates, employees, lenders, counsel, accountants, investors or advisors who have a need to know such information and have agreed to keep such terms confidential). Except in any proceeding to approve or enforce this Agreement, Seller and Buyer will not disclose to any third person without the prior written consent of the other Party: (a) the terms or conditions of this Agreement or any other agreement between the Parties required hereby or referred to herein, or (b) any confidential or proprietary information or data, whether oral or written, received from the other Party.

13.2 Disclosure Permitted.

Notwithstanding Section 13.1, a Party may, after written notice to the other Party, disclose terms and conditions of this Agreement or information exchanged between the Parties in connection with this Agreement (i) in order to comply with any Applicable Law (including Vermont's Open Meeting and Access to Public Records Laws, 1 V.S.A. ch. 5, if ordered by a court of competent jurisdiction), regulation or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall, to the extent practicable, use commercially reasonable efforts to prevent or limit the disclosure, including utilization of a protective agreement and protective order limiting access to and use of confidential information, and (ii) without limiting the generality of the foregoing, as required under Applicable Law in connection with obtaining the VPSB Approval, it being understood that in respect of any such disclosure as part of the process of obtaining the VPSB Approval, each Party shall use commercially reasonable efforts, in accordance with Applicable Law, so that the commercial terms related to the pricing structure of this Agreement not be disclosed.

ARTICLE XIV: INSURANCE

14.1 Coverage.

During the Term, each Party shall maintain appropriate insurance coverage at its sole expense. Any insurance required by this Section 14.1 to be maintained by either Party may be maintained

in the form of self-insurance. All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. All insurance coverage, other than self-insurance, required by this Agreement if not self-insurance shall be issued by an insurer with an A.M. Best's rating of not less than "A-" or such other insurer as is reasonably acceptable to both Parties.

ARTICLE XV: ASSIGNMENT

15.1 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assignees.

15.2 Assignment.

(a) Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed and so long as any proposed assignee (i) delivers evidence reasonably satisfactory to the other Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations under this Agreement, (ii) assumes the transferring Party's payment and performance obligations under this Agreement, (iii) agrees to be bound by the terms and conditions of this Agreement, and (iv) with respect to a Seller assignee, is approved as a licensee by the NRC (or contracts with a NRC-approved licensee) to own and/or operate the Facility and acquires ownership of the Facility (a proposed assignee satisfying the requirments set forth in (i), (ii), (iii) and (iv), a "**Permitted Assignee**")

(b) Either Party shall have the right, without the consent of the other Party, to assign its rights or delegate its duties under this Agreement to an Affiliate of such Party, provided, either (i) such Party remains responsible for its Affiliate's performance under this Agreement, or (ii) such Affiliate satifies the requirements of a "Permitted Assignee."

(c) Seller shall have the right, (i) without the consent of Buyer, to assign all or a portion of its rights or obligations under this Agreement to any lender having an investment grade rating [redacted], or (ii) to any other lender, subject to Buyer's consent, such consent not to be unreasoanbly withheld, conditioned or delayed, providing financing related to the Facility as collateral security for obligations under the financing documents entered into with such lenders; provided, Seller shall be responsible for Buyer's reasonable costs associated with the review, negotiation, execution and delivery of documents in connection with such assignment, including reasonable attorneys' fees. Buyer shall in good faith work with Seller and lender to agree upon a form of consent to collateral assignment of this Agreement and shall cooperate to arrange for the delivery of such officer certificates and opinions of counsel as may be reasonably necessary in order for Seller to consummate any financing of the Facility.

ARTICLE XVI: DISPUTE RESOLUTION; GOVERNING LAW; VENUE

16.1 Management Negotiations.

The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement or any related agreements (a "**Dispute**") by prompt negotiations between each Party's person designated in writing as a representative of the Party (each a "**Manager**"). Either Manager may request a meeting to be held in person or telephonically to initiate negotiations to be held within ten Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within ten Business Days of their first meeting ("**Initial Negotiation End Date**"), the Managers shall refer the matter to the designated senior officers of their respective companies ("**Executive(s)**"), who shall have authority to settle the dispute. Thereupon, each Manager shall in no later than 15 days prepare and deliver to the Executives and the other Manager a memorandum stating the issues in dispute and their positions, summarizing any negotiations which have taken place and attaching relevant documents. The Executives shall meet for negotiations within 15 days from the exchange of such memoranda, at a mutually agreed time and place. If the Dispute is not resolved under this Section 16.1 within ten days of the first meeting of the Executives, then, in accordance with this Agreement, either Party may pursue any remedy it may have at law or in equity.

All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties.

16.2 Continued Performance.

Notwithstanding any Dispute between the Parties and pending the final decision of a Dispute, each Party shall continue to perform its respective obligations under this Agreement.

16.3 Governing Law; Venue.

(a) This Agreement and the rights and obligations of the Parties hereunder will be governed pursuant to, and enforced, construed and interpreted in accordance with, the laws of the State of New York without regard to principles of conflicts of laws (other than Section 5-1401 of the General Obligations Law of the State of New York).

(b) THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE UNITED STATES DISTRICT COURT FOR SOUTHERN DISTRICT OF NEW YORK; IN THE EVENT THAT JURISDICTION FOR ANY MATTER CANNOT BE ESTABLISHED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, THEN JURISDICTION FOR SUCH MATTER SHALL BE IN THE NEW YORK SUPREME COURT FOR NEW YORK COUNTY. THE FOREGOING COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSES, AND THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH

ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

ARTICLE XVII: TAXES

17.1 Taxes and Other Charges.

(a) Seller is liable for and shall pay, or cause to be paid, or reimburse Buyer if Buyer has paid, all Taxes applicable to any transaction arising out of this Agreement prior to the Delivery Point on the sale of Energy and Capacity to Buyer. Seller shall indemnify, defend and hold harmless Buyer, on an After Tax Basis, from any Losses for such Taxes applicable at the Delivery Point.

(b) Buyer is liable for and shall pay, or cause to be paid, or reimburse Seller if Seller has paid, all Taxes applicable to any transaction arising out of this Agreement at and after the Delivery Point on the sale by Seller of Energy and Capacity. Buyer shall indemnify, defend and hold harmless Seller, on an After Tax Basis, from any Losses for such Taxes applicable at and after the Delivery Point.

(c) Either Party, upon written request of the other, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from Taxes.

ARTICLE XVIII: MISCELLANEOUS

18.1 Renewable Procurement.

(a) If, during the period commencing on that date of the VPSB Approval and ending on the date [redacted] thereafter, Buyer solicits or otherwise seeks to purchase solar and wind Energy and associated Attributes in a quantity of [redacted] (a "**Solicitation**"), Buyer will (i) invite Seller (or its appropriate Affiliate) to participate in such Solicitation on terms no less favorable than those offered by any other prospective third party participant, and (ii) if Seller's (or its appropriate Affiliate's) bid is not selected, to offer to Seller (or its appropriate Affiliate) prior to granting an award, a price (the "**Commitment Price**") that Seller, at its option, may accept and, if so accepted, would commit to supply solar or wind Energy or Attributes (a "**Solicitation Commitment**') on terms, condtions and for a quantity comparable to the third party bid on which Buyer would grant an award related to the Solicitation (the "**Best Bid**"). Upon written request of Seller, Buyer shall promptly cause one of its duly authorized officers to certify in writing to the Seller that the Commitment Price is [redacted] per MWh lower than the price contained in the Best Bid.

(b) Seller's Solicitation Commitment must account for all differences in economic value including differences in basis, intermittency, unit contingency and include all products such as set forth in the Best Bid. Buyer shall make such an economic comparison between the

Best Bid and the Solicitation Commitment in a commercially reasonable manner. Seller's election to submit a Solicitation Commitment will not automatically displace the Best Bid, rather it will permit Seller to sell to Buyer an amount of product equal to the Best Bid. For example, if Seller elects to submit a Solicitation Commitment, Buyer could choose to purchase the product exclusively from Seller or purchase twice as much product, half of the product to be purchased from the third party submitting the Best Bid and the other half being purchased from Seller. Seller's right to submit a Solicitation Commitment applies only to Buyer-initiated solicitations and not to projects constructed and owned by Buyer or its affiliates, or resulting from any legislation aimed at favoring specific generation resources, rather than a general renewable portfolio standard (e.g., legislation intended to keep open a particular state power generation facility and have that facility's output sold in whole or part to utilities, or legislation aimed at increasing feed-in tariffs for specific micro-generation resources). Buyer shall at all times have the right to reject all bids from any of its solicitations, in which case Buyer would have no obligation to purchase any product from Seller.

18.2 Rates and Terms Binding.

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

18.3 Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes and terminates any letters of intent and all prior and contemporaneous agreements, understandings, negotiations and discussions with the Parties, whether oral or written, regarding said subject matter. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

18.4 No Implied Waiver.

The failure or delay of any Party hereto to enforce at any time any of the provisions of this Agreement, or to require at any time performance of the other Party hereto of any of the provisions hereof, shall neither be construed to be a waiver of such provisions nor affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision.

18.5 Regulatory Event.

Upon the occurrence of a Regulatory Event, the Parties shall endeavor, in good faith and using commercially reasonable efforts to agree to reform this Agreement in order to give effect to the original intention of the Parties as reflected in this Agreement. It is the intent of the Parties to agree to reform the Agreement if a Regulatory Event occurs, rather than for the Regulatory Event to discharge a Party's duty to perform its obligations under this Agreement; provided, however, that if a Regulatory Event renders performance of a material term unlawful, impossible or impracticable and the Parties are unable following good faith efforts to mitigate such Regulatory Event or reform this Agreement to render performance lawful, possible or practicable while preserving the intent of the Parties, then (i) any Event of Default solely due to a failure by a Party to continue to perform such unlawful, impossible or impracticable material term shall not give rise to damages to the extent that such Party performs as much of such term as is lawful, possible or practicable, and (ii) a Party materially adversely affected by the other Party's inability to perform a material term of the Agreement due to a Regulatory Event that renders such performance unlawful, impossible or impracticable may terminate this Agreement, such termination the sole and exclusive remedy of the terminating Party for the other Party's inability to perform a material term of the Agreement due to a Regulatory Event. For the avoidance of doubt, a Party's performance of its obligations hereunder shall not be deemed "impossible" or "impracticable" solely due to an increase in the cost of such performance.

18.6 Expenses.

Each Party shall pay the fees and expenses of its respective counsel, accountants, brokers, consultants, investment bankers and other experts incident to the negotiation and preparation of this Agreement.

18.7 Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18.8 Survival.

The applicable provisions of this Agreement shall continue in effect after the termination of this Agreement, to the extent necessary to provide for final billing and adjustment, and to make other appropriate settlements hereunder. Those provisions hereof that by their express terms are intended to survive the Agreement shall so survive for the periods indicated. Without limitation

of the foregoing, Article IX, Article XI, Article XIII and Article XVI shall survive the termination of this Agreement. Termination of this Agreement shall not terminate the rights or duties of either Party hereunder with respect to any obligations due to be performed on or before the effective date of termination.

18.9 No Partnership.

The Parties do not by this Agreement effect a joint undertaking and do not intend to create any joint or several obligations to third parties. Neither this Agreement nor any transaction hereunder, shall be construed to create a new entity, such as a partnership or a joint venture, or constitute an agency or employment relationship. Neither Party shall be under the control of or be deemed to control the other Party, and no Party shall have the right or power to bind any other Party.

18.10 Third Party Beneficiary.

Nothing expressed or referenced to in this Agreement will be construed to give any Person other than the Parties hereto any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and the provisions and conditions hereof are for the sole and exclusive benefit of the Parties hereto, and their permitted successors and permitted assigns.

18.11 Forward Contract.

The Parties intend that (i) this Agreement, the transactions contemplated hereby, shall each, and together, constitute one and the same "forward contract" within the meaning of the United Stated Bankruptcy Code or a "swap agreement" within the meaning of United Stated Bankruptcy Code, and that the Seller and Buyer shall each constitute a "forward contract merchant" under the United States Bankruptcy Code; (ii) all payments made or to be made by one Party to another Party pursuant to this Agreement constitute "settlement payments" within the meaning of the United Stated Bankruptcy Code; and (iii) this Agreement constitutes a "master netting agreement" within the meaning of the United Stated Bankruptcy Code. Each Party hereby waives its rights to argue in any proceeding that any of the statements in clauses (i) through (iii) above are not true or enforceable.

18.12 Press Releases.

Neither Buyer nor Seller shall, without the approval of the other, make any press release or other public announcement which describes the substantive terms of this Agreement; provided, that subject to Article XIII the foregoing shall not preclude communications or disclosures (a) necessary to implement the provisions of this Agreement, (b) to comply with accounting and United States Securities and Exchange Commission disclosure obligations, or (c) in connection with the application for any Authorization.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Power Purchase Agreement to be executed on its behalf by its duly authorized officer as of the date first set forth above.

NEXTERA ENERGY SEABROOK, LLC

By:_____

Name: TJ Tuscai

Title: President

GREEN MOUNTAIN POWER CORPORATION

By:_____

Name:_____

Title:_____

IN WITNESS WHEREOF, each of the Parties hereto has caused this Power Purchase Agreement to be executed on its behalf by its duly authorized officer as of the date first set forth above.

NEXTERA ENERGY SEABROOK, LLC

By:_____

Name:_____

Title:_____

GREEN MOUNTAIN POWER CORPORATION

By:_____

Name: Mary G. Powell

Title: President and Chief Executive Officer

EXHIBIT A

BUYER'S CAPACITY AMOUNT

Schedule 1

Commitment Period	Column A Buyer's Maximum Capacity Amount (MW)	Column B Buyer's Capacity Percentage	Column C Facility Capacity (MW) *	Column D Buyer's Capacity Amount (MW) *	Column E Buyer's Maximum Energy Amount (MW)	Column F Buyer's Energy Percentage
1/1/15 - 5/31/15	0	0.000%	1,246	0	60	4.820%
6/1/15 - 5/31/16	85	6.820%	1,246	85	60	4.820%
6/1/16 - 5/31/17	85	6.820%	*1,246*	*85*	60	4.820%
6/1/17 - 5/31/18	85	6.820%	*1,246*	*85*	60	4.820%
6/1/18 - 5/31/19	85	6.820%	*1,246*	*85*	60	4.820%
6/1/19 - 5/31/20	85	6.820%	*1,246*	*85*	60	4.820%
6/1/20 - 5/31/21	85	6.820%	*1,246*	*85*	60	4.820%
6/1/21 - 5/31/22	75	6.020%	*1,246*	*75*	50	4.010%
6/1/22 - 5/31/23	75	6.020%	*1,246*	*75*	50	4.010%
6/1/23 - 5/31/24	75	6.020%	*1,246*	*75*	50	4.010%
6/1/24 - 5/31/25	75	6.020%	*1,246*	*75*	50	4.010%
6/1/25 - 5/31/26	75	6.020%	*1,246*	*75*	50	4.010%
6/1/26 - 5/31/27	75	6.020%	*1,246*	*75*	50	4.010%
6/1/27 - 5/31/28	75	6.020%	*1,246*	*75*	50	4.010%
6/1/28 - 5/31/29	75	6.020%	*1,246*	*75*	50	4.010%
6/1/29 - 5/31/30	65	5.220%	*1,246*	*65*	40	3.210%
6/1/30 - 5/31/31	65	5.220%	*1,246*	*65*	40	3.210%
6/1/31 - 5/31/32	65	5.220%	*1,246*	*65*	40	3.210%
6/1/32 - 5/31/33	65	5.220%	*1,246*	*65*	40	3.210%
6/1/33 - 5/31/34	65	5.220%	*1,246*	*65*	40	3.210%
6/1/34 - 12/31/34	65	5.220%	*1,246*	*65*	40	3.210%

* Buyer's Capacity Amount and the Facility Capacity will be updated over the Term of this Agreement to reflect the Facility's actual Qualified Capacity for the applicable FCM Annual Auction; provided, in no event will: (i) Buyer's Capacity Amount exceed those amounts set forth in Column A, Schedule 1; and (ii) the Facility Capacity exceed 1,246 MWs (net).

June 2010 Seasonal Claimed Capability Audit 1,246 MW

EXHIBIT B

DELIVERED ENERGY CHARGE SHAPING FACTORS

Shaping Factors. The Delivered Energy Charge during any Billing Cycle during the Term shall be calculated by applying the following monthly Shaping Factors.

Month	Shaping Factor
January	[redacted]
February	[redacted]
March	[redacted]
April	[redacted]
May	[redacted]
June	[redacted]
July	[redacted]
August	[redacted]
September	[redacted]
October	[redacted]
November	[redacted]
December	[redacted]

EXHIBIT C

CALCULATION OF DELIVERED ENERGY CHARGE AND DELIVERED CAPACITY CHARGE

Delivered Energy Charge

The Delivered Energy Charge commencing calendar year 2012 shall be [redacted] per MWh.

Escalation:

The Annual [redacted] is the [redacted] as reported by the Bureau of Economic Analysis of the United States Department of Commerce on its website (the "**BEA Website**") applicable to the previous Calendar Year. The final reported value, which is the denoted as the third estimate, shall be utilized.

The Annual [redacted] Escalation Rate (**"Annual [redacted] Escalation Rate"**) shall be determined by using [redacted], where:

[redacted]

[redacted]

[redacted]

The year-over-year annual escalation related to the Delivered Energy Charge shall be [redacted]

Delivered Energy Charge Escalation Determination:

The Delivered Energy Charge for the respective Delivery Period of the Term shall be escalated as follows:

For the Delivery Period 1/1/13 – 5/31/13, the Delivered Energy Charge shall equal the 2012 Delivered Energy Charge multiplied by [redacted].

For the Delivery Period 6/1/13 – 5/31/14, the Delivered Energy Charge shall equal the prior Delivery Period Delivered Energy Charge multiplied by [redacted]

Effective 6/1/14, and annually thereafter, the Delivered Energy Charge shall be determined as the lower of:

(A) the higher of (i) the [redacted] for the applicable Delivery Period and (ii) the [redacted]; and

(B) the lower of (i) the [redacted] for the applicable Delivery Period and (ii) the product of the [redacted] for the prior Delivery Period and [redacted].

The Tracking Delivered Energy Charge for any applicable Delivery Period shall be determined as follows:

(A) For the Delivery Period 1/1/13 – 5/31/13, the Tracking Delivered Energy Charge shall equal the [redacted] multiplied by [redacted]

(B) For the Delivery Period 6/1/13 – 5/31/14, the Tracking Delivered Energy Charge shall equal [redacted] multiplied by [redacted]

(C) Effective 6/1/14, and annually thereafter, the Tracking Delivered Energy Charge shall be calculated as the product of the prior Delivery Period Tracking Delivered Energy Charge and the sum of 1 and the Annual [redacted] Escalation Rate.

Seller shall calculate such Delivered Energy Charge Escalation and Delivered Energy Charge herein for the then upcoming Contract Year and provide such calculation to Buyer no later than [redacted] of the then current Contract Year.

Delivered Capacity Charge

For each delivery period of the Term, starting January 1, 2013, the Delivered Capacity Charge for the applicable Delivery Period of the Term will be calculated as the product of the [redacted] and [redacted].

The Annual Escalation Percentage shall equal (i) [redacted]

EXHIBIT C

SCHEDULE 1

Calculation of Delivered Energy Charge and Delivered Capacity Charge

Table A

Delivery Period	Delivered Energy Charge Lower Limit ($/MWh)	Delivered Energy Charge Upper Limit ($/MWh)	Annual Escalation Percentage	Delivered Energy Charge ($/MWh)	Delivered Capacity Charge ($/kW-month)
2012	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
1/1/13 - 5/31/13	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
6/1/13 - 5/31/14	[redacted]	[redacted]			
6/1/14 - 5/31/15	[redacted]	[redacted]			
6/1/15 - 5/31/16	[redacted]	[redacted]			
6/1/16 - 5/31/17	[redacted]	[redacted]			
6/1/17 - 5/31/18	[redacted]	[redacted]			
6/1/18 - 5/31/19	[redacted]	[redacted]			
6/1/19 - 5/31/20	[redacted]	[redacted]			
6/1/20 - 5/31/21	[redacted]	[redacted]			
6/1/21 - 5/31/22	[redacted]	[redacted]			
6/1/22 - 5/31/23	[redacted]	[redacted]			
6/1/23 - 5/31/24	[redacted]	[redacted]			
6/1/24 - 5/31/25	[redacted]	[redacted]			
6/1/25 - 5/31/26	[redacted]	[redacted]			
6/1/26 - 5/31/27	[redacted]	[redacted]			
6/1/27 - 5/31/28	[redacted]	[redacted]			
6/1/28 - 5/31/29	[redacted]	[redacted]			
6/1/29 - 5/31/30	[redacted]	[redacted]			
6/1/30 - 5/31/31	[redacted]	[redacted]			
6/1/31 - 5/31/32	[redacted]	[redacted]			
6/1/32 - 5/31/33	[redacted]	[redacted]			
6/1/33 - 5/31/34	[redacted]	[redacted]			
6/1/34 - 12/31/34	[redacted]	[redacted]			

EXHIBIT D

ATTRIBUTE ATTESTATION

I, [print name and title], declare that the electricity bundled with Attributes (as defined in that certain Power Purchase Agreement by and between Green Mountain Power Corporation ("Buyer") and NextEra Energy Seabrook, LLC ("Seller") dated May ___, 2011 (the "PPA")) commencing [insert begin date] and ending [insert end date] (the "Attestation Term") were sold exclusively from Seller to Buyer. I further declare that:

1) all Attributes (including CO_2 benefits) under the PPA, including any emissions offsets, reductions or claims, represented by the electricity generation during the Attestation Term were transferred to Buyer;

2) the Attributes sold to Buyer were not sold, marketed or, to the best of my knowledge, otherwise claimed by a third party other than Buyer;

3) Seller sold the Attributes only once;

4) the Attributes or the electricity that was generated with the Attributes during the Attestation Term was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by Seller, nor to the best of my knowledge, by any other entity other than Buyer;

5) the electricity sold or electricity associated with the Attributes sold was not used on-site for powering electric generation equipment (parasitic load);

6) the electricity associated with Attributes was delivered into the NERC region in which Facility (as defined in the PPA) is located; and

7) the electricity that was generated with the Attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by Seller, or, to the best of my knowledge, any other entity other than Buyer.

As an authorized agent of Seller, I attest that the above statements are true and correct.

_____ _____

Signature Date

_____

Place of Execution

EXHIBIT E

BUYER'S INITIAL ENERGY AMOUNT

Delivery Period	Column A Buyer's Initial Energy Amount (MW)	Column B Delivered Energy Charge ($/MWH)
3/1/12 - 12/31/12	15	$46.62
1/1/13 - 12/31/13	15	[redacted]
1/1/14 - 12/31/14	15	