EXECUTION VERSION

AMENDED AND RESTATED

ZERO CARBON EMISSIONS GENERATION UNIT

POWER PURCHASE AGREEMENT

BETWEEN

THE CONNECTICUT LIGHT AND POWER COMPANY
d/b/a EVERSOURCE ENERGY
[Buyer]

AND

NEXTERA ENERGY SEABROOK, LLC
[Seller]

As of November 22, 2019

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AMENDED AND RESTATED

POWER PURCHASE AGREEMENT

This AMENDED AND RESTATED POWER PURCHASE AGREEMENT (as amended from time to time in accordance with the terms hereof, this **"Agreement"**) is entered into as of November 22, 2019 (the **"Effective Date"**), by and between The Connecticut Light and Power Company d/b/a Eversource Energy, a Connecticut corporation (**"Buyer"**), and NextEra Energy Seabrook, LLC, a Delaware limited liability company (**"Seller"**). Buyer and Seller are individually referred to herein as a **"Party"** and are collectively referred to herein as the **"Parties"**.

WHEREAS, Seller owns 88.22889% of, and operates the Seabrook Nuclear Power Station an approximately 1,250 MW (net) nuclear – powered electric generating facility located in Seabrook, New Hampshire, which is more fully described in Exhibit A hereto (the **"Facility"**), from which the Buyer's Percentage Entitlement of the Products (as defined below) is to be delivered to Buyer pursuant to the terms of this Agreement; and

WHEREAS, as of the Effective Date the Facility qualifies as a Zero Carbon Emissions Generation Unit in the state of Connecticut; and

WHEREAS, pursuant to Conn. Gen. Stat. §16a-3m, Buyer is authorized to enter into certain long-term contracts for the purchase of energy and environmental attributes from zero carbon emissions generators meeting the requirements of Conn. Gen. Stat. §16a-3m; and

WHEREAS, Buyer and Seller desire to enter into this Agreement whereby Buyer shall purchase from Seller certain Energy and Environmental Attributes (each as defined herein) generated by or associated with the Facility; and

WHEREAS, Buyer and Seller are parties to a certain Power Purchase Agreement dated as of May 28, 2019 regarding the purchase of energy and environmental attributes from the Facility (the "Existing PPA"); and

WHEREAS, Buyer and Seller desire to amend and restate the Existing PPA as provided for herein, and to have this Amended and Restated Power Purchase Agreement replace the Existing PPA in its entirety.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to terms defined in the recitals hereto, the following terms shall have the meanings set forth below. Any capitalized terms used in this Agreement and not defined herein shall have the same meaning as ascribed to such terms under the ISO-NE Practices and ISO-NE Rules.

"Adverse Determination" shall have the meaning set forth in Section 19.7.

"Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person. For purposes of this Agreement, with respect to Seller, "Affiliate" shall be deemed to include NextEra Energy Operating Partners, LP and NextEra Energy Partners, LP, and their respective direct and indirect subsidiaries.

"Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

"Bankruptcy Default" shall have the meaning set forth in Section 9.1(d) hereof.

"Business Day" means a day on which Federal Reserve member banks in New York, New York are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

"Buyer's Percentage Entitlement" shall mean Buyer's rights to fourteen point seven eight nine nine percent (14.7899%) of the Products.

"Buyer's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"Cash" shall mean U.S. dollars held by or on behalf of a Party as posted collateral.

"CCR Trigger Price" shall mean the Cost containment reserve trigger price established under Conn. Gen. Reg. § 22a-174-31(f)(5)(E) converted by Buyer to dollars per MWh using a ratio of 880 lbs/MWh. If the cost containment reserve trigger price established under Conn. Gen. Reg. § 22a-174-31(f)(5)(E) ceases to exist, the CCR Trigger Price shall be based on the cost containment reserve trigger price in the last year for which it existed.

"Certificate" shall mean an electronic certificate created pursuant to the GIS Operating Rules or any successor thereto to represent certain generation attributes of each MWh of energy. For the avoidance of doubt, Certificate(s) shall include any and all Environmental Attributes associated with the Buyer's Percentage Entitlement of Energy from the Facility and shall represent title to and claim over all such Environmental Attributes.

"Contract Maximum Amount" shall mean 184.874 MWh per hour of Energy and a corresponding portion of all other Products.

"Contract Year" shall mean the twelve (12) consecutive calendar months starting on the Delivery Term Start Date and each subsequent twelve (12) consecutive calendar month period.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Cover Damages" shall mean, with respect to any Delivery Failure, an amount equal to (a) the positive net amount, if, any, by which the Replacement Price exceeds the

applicable Price that would have been paid for the Products pursuant to Section 5.1 hereof, multiplied by the quantity of that Delivery Failure, plus (b) additional transmission charges, if any, incurred by Buyer to transmit Replacement Energy to the Delivery Point, plus (c) any costs or charges incurred by Buyer associated with the quantity of Energy not Delivered as a result of that Delivery Failure, plus (d) any other costs incurred by Buyer in purchasing Replacement Energy and/or Replacement Environmental Attributes due to that Delivery Failure, plus (e) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of that Delivery Failure, plus (f) any other costs and losses incurred by Buyer as a result of that Delivery Failure. Buyer shall provide a statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

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

"Credit Support" shall mean collateral in the form of (a) Cash, (b) a Letter of Credit issued by a Qualified Bank, or (c) a Guaranty issued by a Qualified Guarantor in a form reasonably acceptable to the Buyer and as more fully described in Article 6.

"Day-Ahead Energy Market" shall have the meaning set forth in the ISO-NE Rules.

"Default" shall mean any event or condition which, with the giving of notice or passage of time or both, could become an Event of Default.

"Defaulting Party" shall mean the Party with respect to which a Default or Event of Default has occurred.

"Deliver" or **"Delivery"** shall mean with respect to (i) Energy, to supply Energy into Buyer's ISO-NE account at the Delivery Point in accordance with the terms of this Agreement and the ISO-NE Rules, (ii) Wholesale Market Services, as Wholesale Market Services are settled via Buyer's ISO-NE Settlement account, and (iii) Environmental Attributes, to supply Environmental Attributes in accordance with Section 4.7(e).

"Delivery Failure" shall have the meaning set forth in Section 4.3 hereof.

"Delivery Point" shall mean the Facility's interconnect to the ISO-NE Pool Transmission Facilities, currently designated ISO-NE NODE: 555.

"Delivery Term" shall have the meaning set forth in Section 2.2(b) hereof.

"Delivery Term Start Date" shall mean the date on which the conditions set forth in Section 3.1(b) have been satisfied, as set out in a written confirmation signed by Seller and Buyer.

"Department" shall mean the Connecticut Department of Energy and Environmental Protection and its successors.

"Dispute" shall have the meaning set forth in Section 11.1 hereof.

"Downgrade Event" shall mean an event where the Qualified Guarantor's Credit Rating falls below an Investment Grade Rating, or the Qualified Guarantor ceases to have a Credit Rating.

"Eastern Prevailing Time" shall mean either Eastern Standard Time or Eastern Daylight Savings Time, as in effect from time to time.

"Effective Date" shall have the meaning set forth in the first paragraph hereof.

"Energy" shall mean electric "energy," as such term is defined in the ISO-NE Tariff, generated by the Facility as measured in MWh in Eastern Prevailing Time, less such Facility's station service use, generator lead losses and transformer losses, which quantity for purposes of this Agreement will never be less than zero.

"Energy Forward Price" shall mean the arithmetic average of the future market prices of Energy, which shall be the mid-point between the bid and ask prices at the ISO-NE Internal Hub as quoted by Intercontinental Exchange (**"ICE"**), ICAP Energy, or NYMEX, at Buyer's or Seller's (as applicable) discretion. If quoted market prices are available from ICE, ICAP Energy, or NYMEX, as applicable, for only part of the Delivery Term, Buyer or Seller (as applicable) will extrapolate the Price for the period not available based on other available information. If quoted market prices from the selected source are not available for any part of the applicable Delivery Term, the Parties shall agree to alternative sources for market prices for such period.

"Environmental Attributes" shall mean each of the following that exists under the laws and regulations of the state of Connecticut, or under any other international, federal, regional, state or other law, rule or regulation as of the Effective Date or may come into existence during the term of this Agreement: (i) GIS Certificates, (ii) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the generation facility is located or in other jurisdictions (collectively, "Allowances") attributable to the ownership or operation of the electric generation facility or the production or sale of Energy that avoids the emission of carbon into the air, soil or water, (iii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the production of electric generation or the production or sale of Energy that avoids the emission of carbon into the air, soil or water and in which Seller has good and valid title, including any credits to be evidenced by Renewable Energy Certificates or similar laws or regulations applicable in any jurisdiction as such may be amended during the term of this Agreement, (iv) any such Allowances related to (A) oxides of carbon or (B) the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or

involving or administered by the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a program involving transferability of specific Environmental Attributes, and (v) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall not include: (i) any production tax credits, and investment tax credits or other tax credits or support payments associated with the construction, ownership, operation or maintenance of the Facility or the output therefrom; or (ii) any state, federal or private grants, financing, guarantees or other credits support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof.

"Environmental Attribute Forward Price" shall mean the market value of the Certificates, as determined by Buyer based on information available to Buyer, or if no market exists for the Certificates in Buyer's judgement, the CCR Trigger Price as reasonably calculated by Buyer. If the CCR Trigger Price is available for only part of the Delivery Term, or for the period between the Effective Date and the start of the Delivery Term, Buyer will extrapolate the CCR Trigger Price for the period not available based on the price trend for the period available and any other available information. If the CCR Trigger Price is not available for any part of the applicable Delivery Term, the Parties shall agree to alternative sources for forward prices for such period.

"Event of Default" shall have the meaning set forth in Section 9.1 hereof and shall include the events and conditions described in Section 9.1 and Section 9.2 hereof.

"EWG" shall mean an exempt wholesale generator under 15 U.S.C. § 79z-5a, as amended from time to time.

"Facility" shall have the meaning set forth in the Recitals.

"FCM" shall mean the Forward Capacity Market described in the ISO-NE Tariff, which includes a mechanism for procuring capacity in the New England Control Area, or any successor thereto.

"Federal Funds Rate" shall mean the annualized interest rate for the applicable month as set forth in the statistical release designated as H.15, or any successor publication, published by the Board of Governors of the Federal Reserve System.

"FERC" shall mean the United States Federal Energy Regulatory Commission, and shall include its successors.

"Financing" shall mean indebtedness, whether secured or unsecured, loans, or other financing arrangements, including guarantees, notes, convertible debt, bond issuances, equity investments, sale/leaseback arrangements and partnership – flips, adequate for the development, construction, and operation of the Facility.

"Fitch" shall mean Fitch Investor's Service, Inc., or its successor.

"**Fixed Credit Support**" shall have the meaning set forth in Section 6.1.

"**Force Majeure**" shall have the meaning set forth in Section 10.1(a) hereof.

"**GIS**" shall mean the NEPOOL Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity generated or consumed within New England.

"**GIS Operating Rules**" are the NEPOOL Generation Information System Operating Rules effective as of the Effective Date, as amended, superseded, or restated from time to time.

"**Good Utility Practice**" shall mean compliance with all applicable laws, codes, rules and regulations, all ISO-NE Rules and ISO-NE Practices, and any practices, methods and acts engaged in or approved by a significant portion of the nuclear utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment by a prudent nuclear operator in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety, expedition, and the requirements of any Governmental Entity having jurisdiction. Without limiting the foregoing, Good Utility Practice shall include the applicable operating policies, criteria, and/or guidelines of NERC, NRC and any other Governmental Entity. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods and acts generally accepted in the nuclear utility industry in New England.

"**Governmental Entity**" shall mean any federal, state or local governmental agency, authority, department, instrumentality, taxing authority or regulatory body, and any court or tribunal.

"**Guaranty**" shall mean a guaranty issued by a Qualified Guarantor in substantially the form as set forth in Exhibit C, or otherwise in a form reasonably acceptable to the Buyer. All costs relating to the issuance of a Guaranty shall be for the account of the Seller.

"**Interconnecting Utility**" shall mean the utility providing interconnection service for the Facility to the distribution system or Transmission System, as applicable, of that utility.

"**Interconnection Agreement**" shall mean an agreement between Seller and the Interconnecting Utility and ISO-NE, as applicable, regarding the interconnection of the Facility to the distribution system or Transmission System, as applicable, of the Interconnecting Utility, as the same may be amended from time to time.

"**Interconnection Point**" shall have the meaning set forth in the Interconnection Agreement.

"**Investment Grade**" shall mean a Credit Rating that satisfies: (i) if the Qualified Guarantor is rated by Moody's, S&P and Fitch, then it must meet all of the following

three rating requirements (a) "Baa3" or higher by Moody's, (b) "BBB-" or higher by S&P, and (c) "BBB-" or higher by Fitch, or (ii) if the Qualified Guarantor is rated by only two of the three rating agencies, then both ratings must meet the following requirement, as applicable (a) "Baa3" or higher by Moody's, (b) "BBB-" or higher by S&P, or (c) "BBB-" or higher by Fitch.

"ISO" or **"ISO-NE"** shall mean ISO New England Inc., the independent system operator established in accordance with the RTO arrangements for New England, or its successor.

"ISO-NE Practices" shall mean the ISO-NE practices and procedures for delivery and transmission of energy in effect from time to time and shall include, without limitation, applicable requirements of the NEPOOL Agreement, and any applicable successor practices and procedures.

"ISO-NE Rules" shall mean all rules and procedures adopted by NEPOOL, ISO-NE, or the RTO, and governing wholesale power markets and transmission in New England, as such rules may be amended from time to time, including but not limited to, the ISO-NE Tariff, the ISO-NE Operating Procedures (as defined in the ISO-NE Tariff), the ISO-NE Planning Procedures (as defined in the ISO-NE Tariff), the Transmission Operating Agreement (as defined in the ISO-NE Tariff), the ISO-NE Participants Agreement, the manuals, procedures and business process documents published by ISO-NE via its web site and/or by its e-mail distribution to appropriate NEPOOL participants and/or NEPOOL committees, as amended, superseded or restated from time to time.

"ISO-NE Settlement" shall mean the processes under the ISO-NE Tariff through which the distribution of payments and expenses resulting from ISO-NE administered electric wholesale markets occur.

"ISO-NE Tariff" shall mean ISO-NE's Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, superseded or restated from time to time.

"Late Payment Rate" shall have the meaning set forth in Section 5.3 hereof.

"Law" shall mean all federal, state and local statutes, regulations, rules, orders, executive orders, decrees, policies, judicial decisions and notifications.

"Lender" shall mean any and all Persons (a) lending money extending credit or providing loan guarantees (whether directly to Seller or to an Affiliate of Seller) as follows: (i) for the construction, interim or permanent financing or refinancing of the Facility; (ii) for working capital or other ordinary business requirements of the Facility (including the maintenance, repair, replacement or improvement of the Facility); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Facility; (iv) for any capital improvement or replacement related to the Facility; (v) for the purchase of the Facility and the related rights from the Seller; or (b) participating (directly or indirectly) as an equity investor in the Facility; or (c) any lessor under a lease finance arrangement relating to the Facility.

"**Letter of Credit**" shall mean an irrevocable, non-transferable standby letter of credit issued by a Qualified Bank in a form acceptable to the Buyer. All costs relating to any Letter of Credit shall be for the account of the Seller providing that Letter of Credit.

"**Locational Marginal Price**" or "**LMP**" shall have the meaning set forth in the ISO-NE Rules.

"**Meters**" shall have the meaning set forth in Section 4.6(a) hereof.

"**Moody's**" shall mean Moody's Investors Service, Inc., and any successor thereto.

"**MW**" shall mean a megawatt AC.

"**MWh**" shall mean a megawatt-hour (one MWh shall equal 1,000 kWh).

"**NEPOOL**" shall mean the New England Power Pool and any successor organization.

"**NERC**" shall mean the North American Electric Reliability Corporation and shall include any successor thereto.

"**Network Upgrades**" shall mean upgrades to the Pool Transmission Facilities and the Transmission Provider's transmission and distribution systems, as determined and identified in the interconnection study approved in connection with construction of the Facility, necessary for Delivery of the Energy to the Delivery Point, including those that are necessary for the Seller's satisfaction of the obligations under Section 7.4 of this Agreement.

"**New England Control Area**" shall have the meaning as set forth in the ISO-NE Tariff.

"**Node**" shall have the meaning set forth in ISO-NE Rules.

"**Non-Defaulting Party**" shall mean the Party with respect to which a Default or Event of Default has not occurred.

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

"**Other Program Benefits**" shall mean any and all Connecticut ratepayer-funded incentives or subsidies or any other program or contract to sell products produced by the Facility to a Connecticut electric distribution company, including but not limited to net metering, pursuant to C.G.S. § 16-243h, virtual net metering, pursuant to C.G.S. § 16-244u, or LREC/ZREC pursuant to C.G.S. §§ 16-244r and 16-244t or any successor programs.

"**Party**" and "**Parties**" shall have the meaning set forth in the first paragraph of this Agreement.

"**Payment Default**" shall have the meaning set forth in Section 9.1(b) hereof.

"**Permits**" shall mean any permit, authorization, license, order, consent, waiver, exception, exemption, variance or other approval by or from, and any filing, report, certification, declaration, notice or submission to or with, any Governmental Entity required to authorize action, including any of the foregoing relating to the ownership, siting, operation, use or maintenance of the Facility under any applicable Law and the Delivery of the Products in accordance with this Agreement.

"**Person**" shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, limited partnership, association, trust, unincorporated organization, or a government authority or agency or political subdivision thereof.

"**Pool Transmission Facilities**" has the meaning given that term in the ISO-NE Rules.

"**Price**" shall mean the purchase price(s) for Products referenced in Section 5.1 hereof and set forth on Exhibit B.

"**Products**" shall mean Energy, any Wholesale Market Services, and Environmental Attributes; provided, however, that Energy, Wholesale Market Services, and Environmental Attributes generated by or associated with the Facility in excess of the Contract Maximum Amount and Environmental Attributes not purchased by Buyer under Section 4.1(b) shall not be deemed Products. For the avoidance of doubt, capacity (and capacity-related products) shall not be deemed a Product purchased under this Agreement.

"**PURA**" shall mean the Connecticut Public Utilities Regulatory Authority and shall include its successors.

"**Qualified Bank**" shall mean a U.S. commercial bank or the U.S. branch office of a foreign bank, in either case, having (x) assets on its most recent audited balance sheet of at least $10,000,000,000 and (y) a rating for its senior long-term unsecured debt obligations of at least (A) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (B) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both.

"**Qualified Guarantor**" means NextEra Energy Capital Holdings, Inc.

"**Real-Time Energy Market**" shall have the meaning as set forth in the ISO-NE Rules.

"**Regulatory Approval**" shall mean PURA's issuance of a final decision approving this Agreement (including any amendment of this Agreement as provided for herein), including the continuing authorization for recovery by Buyer of all net costs incurred under this Agreement and the costs incurred in connection with this Agreement for the entire Term of this Agreement, which approval is acceptable in form and substance to each of Buyer and Seller in such Party's sole discretion, does not include any conditions or modifications that Buyer or Seller deem to be unacceptable, and is final and not subject to appeal or rehearing. Without limiting the foregoing, the Regulatory Approval will provide that all costs incurred under this Agreement, including all costs incurred by Buyer hereunder and in connection herewith if this Agreement is ever invalidated in

whole or in part by a court or agency of competent jurisdiction, and costs incurred in connection with this Agreement shall be recovered by Buyer on a timely basis through a non-bypassable fully reconciling component of electric rates, such that Buyer is made whole for such costs, and that PURA and any successor agency will not refuse full and complete recovery to make Buyer whole for such costs.

"Rejected Purchase" shall have the meaning set forth in Section 4.4 hereof.

"Reliability Curtailment" shall mean any curtailment of Delivery of Energy resulting from (i) an emergency condition as defined in the Interconnection Agreement or the ISO-NE Tariff, or (ii) any other order or directive of the Interconnecting Utility or the Transmission Provider pursuant to an Interconnection Agreement or tariff.

"Replacement Energy" shall mean energy purchased by Buyer as replacement for any Delivery Failure relating to the Energy to be provided hereunder.

"Replacement Price" shall mean the price at which Buyer, acting in a commercially reasonable manner, (A) purchases Replacement Energy and/or Replacement Environmental Attributes plus (i) costs incurred by Buyer in purchasing such Replacement Energy and/or Replacement Environmental Attributes, (ii) additional transmission charges, if any, incurred by Buyer to transmit Replacement Energy to the Delivery Point, and (iii) any other costs and losses incurred by Buyer as a result of the Delivery Failure; provided, however, that in no event shall Buyer be required to utilize or change its utilization of its owned or controlled assets, contracts or market positions to minimize Seller's liability, or (B) elects in its sole discretion not to purchase Replacement Energy and/or Replacement Environmental Attributes, the market value of Energy and the market value of the Certificates, as determined by Buyer based on information available to Buyer, or if no market exists for the Certificates in Buyer's judgement, the CCR Trigger Price as reasonably calculated by Buyer as of the date and the time of the Delivery Failure plus any other costs and losses incurred by Buyer as a result of the Delivery Failure will replace the price at which Buyer purchases Replacement Energy and/or Replacement Environmental Attributes in the calculation of the Replacement Price relating to the Products to be purchased and sold hereunder. For the avoidance of doubt, Wholesale Market Services that do not have monetary value shall have a value of zero in the calculation of Replacement Price.

"Replacement Environmental Attributes" shall mean any Environmental Attributes, including any Certificates or other certificates or credits related thereto reflecting generation by a Zero Carbon Emissions Generation Unit that are purchased by Buyer as replacement for any Environmental Attributes not Delivered as required hereunder.

"Resale Damages" shall mean, with respect to any Rejected Purchase, an amount equal to (a) the positive net amount, if any, by which the applicable Price that would have been paid pursuant to Section 5.1 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price multiplied by the quantity of that Rejected Purchase (in MWh and/or Environmental Attributes, as applicable), plus (b) any applicable penalties assessed by ISO-NE or any other Person against Seller as a result of Buyer's failure to

accept such Products in accordance with the terms of this Agreement. Seller shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Resale Damages.

"Resale Price" shall mean the price at which Seller, acting in a commercially reasonable manner, sells or is paid for the Products associated with a Rejected Purchase, plus (a) all costs incurred by Seller in selling and delivering such Products associated with a Rejected Purchase (including additional transmission charges, if any) and (b) other administrative costs incurred by Seller in re-selling such Products that Seller would not have incurred but for the Rejected Purchase; provided, however, that in no event shall Seller be required to utilize or change its utilization of the Facility or its other assets, contracts or market positions in order to minimize Buyer's liability for such Rejected Purchase.

"RTO" shall mean ISO-NE, the Regional Transmission Organization for the New England States, and any successor organization of or entity to ISO-NE, as authorized by FERC to exercise the functions pursuant to FERC's Order No. 2000 and FERC's corresponding regulations, or any successor organization, or any other entity authorized to exercise comparable functions in subsequent orders or regulations of FERC.

"S&P" shall mean Standard & Poor's Financial Services LLC and any successor thereto.

"Schedule" or "Scheduling" shall mean (i) for Energy, the actions of Seller and/or its designated representatives pursuant to Section 4.2, of notifying, requesting and confirming to ISO-NE the quantity of Energy to be delivered on any given day or days (or in any given hour or hours) during the Delivery Term at the Delivery Point, and (ii) for Wholesale Market Services, the actions of Seller and/or its designated representatives, of complying with all ISO-NE Practices and ISO-NE Rules to allow and ensure that the Wholesale Market Services are settled through the Buyer's ISO-NE Settlement.

"Seller's Taxes" shall have the meaning set forth in Section 5.4(a) hereof.

"Term" shall have the meaning set forth in Section 2.2(a) hereof.

"Termination Payment" shall have the meaning set forth in Section 9.3(b) hereof.

"Transmission Provider" shall mean (a) ISO-NE, its respective successor or Affiliates; (b) Interconnecting Utility; and/or (c) such other third parties from whom transmission services are necessary for Seller to fulfill its performance obligations to Buyer hereunder, as the context requires.

"Transmission System" shall mean the transmission facilities operated by a Transmission Provider, now or hereafter in existence, which provide energy transmission service for the Energy to or from the Delivery Point.

"Unit Contingent" shall mean (i) with respect to Energy and Environmental Attributes, that such Energy and Environmental Attributes are to be supplied only from the Facility and only to the extent that the Facility is generating energy, and (ii) with respect to

Wholesale Market Services, that Seller, using commercial reasonable efforts, has qualified the Facility to provide Wholesale Market Services, that such Wholesale Market Services are to be supplied only from the Facility and only to the extent that the Facility is providing such Wholesale Market Services.

"Upgrade Event" means that the Credit Rating is increased to Investment Grade or higher.

"Wholesale Market Services" shall mean all wholesale market components, other than Energy, associated with the Facility that are settled via the ISO-NE Settlement except for (i) capacity (and capacity-related products), (ii) Open Access Transmission Tariff (OATT) - Schedule 2 Volt Ampere Reactive (VAR), (iii) Financial Transmission Rights (FTR) and FTR-related components, and (iv) the Inventoried Energy Program. For the avoidance of doubt, all credits and charges (whether due to a re-settlement, true-up or otherwise) associated with the Wholesale Market Services as defined herein accrue to Buyer.

"Zero Carbon Emissions Generation Unit" shall mean an electric generating facility producing energy without the emission of carbon into the air, water, or soil within the meaning described in Conn. Gen. Stat. §16a-3m and that does not qualify as a RPS Class I Renewable Generation Unit in the state of Connecticut.

2. EFFECTIVE DATE; TERM

2.1 Effective Date. Subject in all respects to Article 8, this Agreement is effective as of the Effective Date.

2.2 Term.

(a) The **"Term"** of this Agreement is the period beginning on the Effective Date and ending upon the final settlement of all obligations hereunder after the expiration of the Delivery Term or the earlier termination of this Agreement in accordance with its terms.

(b) The **"Delivery Term"** is the period during which Buyer is obligated to purchase Products Delivered to Buyer by Seller commencing on the Delivery Term Start Date and continuing for a period of eight (8) years from the Delivery Term Start Date, unless this Agreement is earlier terminated in accordance with the provisions hereof.

(c) Notwithstanding anything to the contrary in this Agreement, 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 (including the expiration of the Facility's NRC operating license), Seller shall have the right, but not the obligation, 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 six 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 Seller termination, except for those obligations that by their express terms survive termination of this Agreement as set forth in Section 2.2(d).

(d) At the expiration of the Term or earlier termination of this Agreement pursuant to the terms hereof, the Parties shall no longer be bound by the terms and provisions hereof, except (i) to the extent necessary to make payments of any amounts owed to the other Party arising prior to or resulting from termination of, or on account of a breach of, this Agreement, (ii) to the extent necessary to enforce the rights and the obligations of the Parties arising under this Agreement before such expiration or termination, and (iii) the obligations of the Parties hereunder with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement.

3. FACILITY OPERATION

3.1 Delivery Term Start Date.

(a) Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products commences on the Delivery Term Start Date.

(b) The Delivery Term Start Date shall be January 1, 2022, provided that Seller has satisfied all requirements of the ISO-NE Rules and ISO-NE Practices for the Delivery of the Products to the Buyer, and further provided Seller has satisfied the following conditions precedent as of such date:

(i) Seller has obtained and demonstrated possession of all Permits required for the lawful operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility (including any necessary Network Upgrades) and for Seller to perform its obligations under this Agreement;

(ii) Seller (or the party with whom Seller contracts pursuant to Section 3.2(e)) has established all ISO-NE-related accounts and entered into all ISO-NE-related agreements required for the performance of Seller's obligations in connection with the Facility and this Agreement, which agreements shall be in full force and effect, including the registration of the Facility in the GIS;

(iii) no Default or Event of Default by Seller shall have occurred and remain uncured;

(iv) the Facility is owned or leased by, and under the care, custody and control of, Seller;

(v) Seller has delivered to Buyer:

(A) certificates of insurance evidencing the coverages required under Section 3.2(i); and

(B) the Credit Support required under Section 6.1.

3.2 Operation of the Facility.

(a) Compliance with Utility Requirements. Seller shall comply with, and shall cause the Facility to comply with Good Utility Practice and all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by ISO-NE, any Transmission Provider, any Interconnecting Utility, NRC, NERC and/or any regional reliability entity, including, in each case, all practices, requirements, rules, procedures and standards related to Seller's ownership, operation and maintenance of the Facility and its performance of its obligations under this Agreement (including obligations related to the generation, Scheduling, interconnection, and transmission of Energy, and the transfer of other Products), whether such requirements were imposed prior to or after the Effective Date. Seller shall be solely responsible for registering as the "Generator Owner" and "Generator Operator" of the Facility with NERC and any applicable regional reliability entities, as applicable. For the avoidance of doubt, other than the right and obligation to buy Products 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. Buyer agrees and acknowledges that it has no right or authority related to operational decisions at the Facility. Additionally, this Agreement shall not be interpreted to create any obligations regarding the Facility on the part of Buyer, and Seller agrees and acknowledges that Buyer has no right or authority related to operational decisions at the Facility or any obligation or liability with respect to the Facility or the operations thereof.

(b) Permits. Seller shall maintain or cause to be maintained in full force and effect all Permits necessary for it to perform its obligations under this Agreement, including all Permits necessary to operate and maintain the Facility.

(c) Maintenance, Operation and Increase in Output of Facility. Seller shall, at all times during the Term, maintain and operate the Facility in accordance with Good Utility Practice. Seller shall bear all costs related thereto. Seller may contract with other Persons to provide operation and maintenance functions, so long as Seller maintains overall control over the operation and maintenance of the Facility throughout the Term. To the extent that Seller modifies the Facility or operations at the Facility resulting in an increase in the energy production from the Facility, the Buyer's Percentage Entitlement will be reduced such that the Buyer shall not purchase any increased production.

(d) Interconnection Agreement. Seller shall comply with the terms and conditions of the Interconnection Agreement and shall be responsible for obtaining interconnection of the Facility at the Interconnection Point at a level that is capable of satisfying the Capacity Capability Interconnection Standard under the ISO-NE Rules.

(e) ISO-NE Status. Seller shall, at all times during the Delivery Term, either: (i) be an ISO-NE "Market Participant" pursuant to the ISO-NE Rules; or (ii) have entered into an agreement with a Market Participant that shall perform all of Seller's ISO-NE-related obligations in connection with the Facility and this Agreement.

(f) Forecasts. Upon Buyer's request, commencing at least thirty (30) days prior to the anticipated Delivery Term Start Date and continuing throughout the Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month rolling forecasts of Energy production by the Facility, which forecasts shall be prepared in good faith and in accordance with Good Utility Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules and ISO-NE Practices, including ISO-NE Operating Procedure No. 5.

(g) Zero Carbon Emissions Generation Unit. Subject to Section 4.7(b), Seller shall be solely responsible at Seller's cost for demonstrating that the Facility is a Zero Carbon Emissions Generation Unit and Delivering Energy, Wholesale Market Services, and Environmental Attributes from the Facility throughout the Delivery Term. Seller shall take all actions necessary to register for and maintain participation in the GIS to register, monitor, track, and transfer Environmental Attributes. Seller shall provide such additional information as Buyer may request relating to such qualification and participation and the registration, monitoring, tracking and transfer of Environmental Attributes.

(h) Compliance Reporting. Upon Buyer's request, within thirty (30) days following the end of each calendar quarter, Seller shall provide Buyer information pertaining to emissions, fuel types, labor information and any other information requested by Buyer to comply with the disclosure requirements contained under applicable Law and any other disclosure requirements which may be imposed upon Buyer during the Term. To the extent Buyer is subject to any other certification or reporting requirement with respect to the Products, Seller shall promptly provide such information to Buyer.

(i) Insurance. Throughout the Term, and without limiting any liabilities or any other obligations of Seller hereunder, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-" by the A.M. Best Company (or any successor thereto) the insurance coverage and with the deductibles that are customary for a generating facility of the type and size of the Facility and as otherwise legally required. Upon the execution of this Agreement, and at each subsequent policy renewal date thereafter, except for nuclear liability and nuclear property coverages required by the NRC, Seller shall provide Buyer with a certificate of insurance which (i) shall include Buyer as an additional insured on each policy excluding Worker's Compensation, (ii) shall not include the legend "certificate is not evidence of coverage" or any statement with similar effect, if such evidence of insurance is not issued on a standard ACORD form, (iii) shall evidence a firm obligation of the insurer to provide Buyer with thirty (30) days prior written notice of cancellation or non-renewal of coverage, and (iv) shall be endorsed by a Person who has authority to bind the insurer. If any coverage is

written on a "claims-made" basis, the certification accompanying the policy shall conspicuously state that the policy is "claims made."

(j) Contacts. Each Party shall identify a principal contact or contacts, which contact(s) shall have adequate authority and expertise to make day-to-day decisions with respect to the administration of this Agreement.

(k) Compliance with Law. Without limiting the generality of any other provision of this Agreement, Seller shall be responsible for complying with all applicable requirements of Law, including all applicable rules, procedures, operating policies, criteria, guidelines and requirements imposed by FERC, NRC, and any other Governmental Entity, whether imposed pursuant to existing Law or procedures or pursuant to changes enacted or implemented during the Term, including all risks of operational and environmental matters relating to the Facility or the Facility site. Seller shall indemnify Buyer against any and all claims arising out of or related to such environmental matters and against any costs imposed on Buyer as a result of Seller's violation of any applicable Law, or ISO-NE or NERC requirements. For the avoidance of doubt, Seller shall be responsible for procuring, at its expense, all Permits and governmental approvals required for the operation of the Facility in compliance with applicable requirements of Law.

(l) FERC Status and Other Program Benefits. Seller shall be responsible for ensuring that it is in compliance with all FERC directives and requirements necessary for Seller to fulfill its obligations under this Agreement. As part of Seller's satisfaction of this responsibility, it shall maintain the Facility's status as a QF or EWG (to the extent Seller meets the criteria for such status) at all times on and after the Delivery Term Start Date and shall obtain and maintain any requisite authority to sell the output of the Facility at market-based rates, including market-based rate authority to the extent applicable. Seller waives, and agrees not to assert (i) any rights Seller may have to require Buyer to purchase or transmit electric power or to pay a specified price for electric power by virtue of the status of the Facility as a QF, (ii) any right or claim to, or receipt of, Other Program Benefits.

(m) Emissions. Seller shall be responsible for all costs associated with the Facility's emissions, including the cost of procuring emission reductions, offsets, allowances or similar items associated with the Facility's emissions, to the extent required to operate the Facility. Without limiting the generality of the foregoing, failure or inability of Seller to procure emission reductions, offsets, allowances or similar items associated with the Facility's emissions shall not constitute a Force Majeure.

(n) Maintenance and Outages.

(i) No later than (a) the Delivery Term Start Date and (b) two months prior to the end of each calendar year thereafter during the Term, Seller shall submit to Buyer a schedule of planned maintenance for the following calendar year for the Facility. Seller may revise such schedule in accordance with Good Utility Practice and shall submit to Buyer any such revised maintenance schedule. Throughout the Term, Seller shall coordinate all planned maintenance with ISO-

NE, consistent with ISO-NE Rules, and shall promptly provide applicable information concerning scheduled outages, as determined by ISO-NE, to Buyer. To maximize the value of the Products, to the extent possible and consistent with ISO-NE Rules, Seller shall use commercially reasonable efforts to avoid scheduling maintenance outages, including refueling outages, during the months of December, January and February or June through September, and shall operate the Facility so as to maximize energy production during the hours of anticipated peak load and Energy prices in New England; provided, however, that planned maintenance may be scheduled during such period to the extent the failure to perform such planned maintenance is contrary to operation of the Facility in accordance with Good Utility Practice.

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

3.3 Interconnection and Delivery Services.

(a) Seller shall be responsible for all costs associated with interconnection of the Facility at the Interconnection Point at a level that is capable of satisfying the Capacity Capability Interconnection Standard under the ISO-NE Rules and with Delivery of the Energy at the Delivery Point, including the costs of any necessary Network Upgrades, consistent with all standards and requirements set forth by the FERC, ISO-NE, any other applicable Governmental Entity and the Interconnecting Utility. Seller shall be responsible for procuring delivery service and all costs associated with it.

(b) Seller shall defend, indemnify and hold Buyer harmless against any and all liabilities, fees, costs and expenses, including but not limited to reasonable attorneys' fees arising due to Seller's performance or failure to perform under the Interconnection Agreement or any agreement for delivery service associated with Seller's performance of its obligations under this Agreement.

4. DELIVERY OF PRODUCTS

4.1 Obligation to Sell and Purchase Products.

(a) Beginning on the Delivery Term Start Date and subject to Section 4.1(b) and 4.2(a), Seller shall sell and Deliver, and Buyer shall purchase and receive all right, title and interest in and to, Buyer's Percentage Entitlement of the Products in accordance with the terms and conditions of this Agreement. The aforementioned obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same are Unit Contingent. Seller agrees that Seller will not curtail or otherwise reduce deliveries of the Products in order to sell such Products to other Persons. To maximize the value of the Products, to the extent possible and

consistent with ISO-NE Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to minimize outages during the time periods of anticipated peak load and peak Energy prices in New England. Notwithstanding anything to the contrary in this Agreement, Seller shall not be required to make any material capital expenditures or incur any significant increase in operating expenses with respect to Wholesale Market Services or the Delivery thereof to Buyer, unless Seller determines, in its sole discretion, that it is commercially reasonable to incur such expenses.

(b) Buyer shall not be obligated to accept or pay for any Environmental Attribute or comparable certificate, credit, attribute or other similar product produced by or associated with the Facility which fails to qualify as an Environmental Attribute associated with the specified MWh of generation from a Zero Carbon Emissions Generation Unit, and, to the extent that Buyer does not purchase any such Environmental Attribute or comparable certificate, credit, attribute or other similar product associated with the Facility, Seller may, in its sole discretion, sell, transfer or otherwise dispose of that Environmental Attribute or comparable certificate, credit, attribute or other similar product. In the event that the Buyer notifies Seller that it will not purchase any Environmental Attribute or comparable certificate, credit, attribute or other similar product produced by the Facility which fails to qualify as an Environmental Attribute associated with the specified MWh of generation from a Zero Carbon Emissions Generation Unit, then Buyer may resume purchasing such Environmental Attributes or comparable certificates, credits, attributes or other similar products produced by the Facility upon thirty (30) days' prior written notice to Seller, unless otherwise agreed by Buyer and Seller.

(c) Seller shall Deliver Buyer's Percentage Entitlement of the Products produced by or associated with the Facility, up to and including the Contract Maximum Amount, exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such Products or any right, claim, certificate or other attribute associated with such Products to any Person other than Buyer during the Term, except as otherwise expressly provided for in Section 4.1(b) or Section 19.7. Seller shall not enter into any agreement or arrangement under which such Buyer's Percentage Entitlement of the Products can be claimed by any Person other than Buyer. Buyer shall have the exclusive right to resell or convey the Products in its sole discretion.

4.2 Scheduling and Delivery.

(a) During the Delivery Term and in accordance with Section 4.1, Seller shall Schedule and Deliver Energy hereunder with ISO-NE and shall Deliver Products all in accordance with this Agreement and all ISO-NE Practices and ISO-NE Rules. Unless otherwise agreed to by Buyer and Seller, Seller shall transfer all of Buyer's Percentage Entitlement of the Facility's forecasted Energy production to Buyer in the Day-Ahead Energy Market, with deviations between forecasted and actual production being settled in the Real-Time Energy Market consistent with ISO-NE Rules and ISO-NE Practices at the time and Buyer shall have no obligation to pay for any Energy not transferred to Buyer in the Day-Ahead Energy Market or Real-Time Energy Market or for which Buyer is not credited in the ISO-NE Settlement (including, without limitation, as a result of an outage on any electric transmission system).

(b) The Parties agree to use commercially reasonable efforts to comply with all applicable ISO-NE Rules and ISO-NE Practices in connection with the Scheduling and

Delivery of Energy and other Products hereunder. Penalties or similar charges assessed by a Transmission Provider and caused by Seller's noncompliance with the Scheduling obligations set forth in this Section 4.2 shall be the responsibility of Seller.

(c) Without limiting the generality of this Section 4.2, Seller or the party with whom Seller contracts pursuant to Section 3.2(e) shall at all times during the Delivery Term be designated with ISO-NE as the "Lead Market Participant" (or any successor designation) for the Facility and shall be solely responsible for any obligations and liabilities imposed by NERC, the Interconnecting Utility, ISO-NE or under the ISO-NE Rules and ISO-NE Practices with respect to the Facility, including all charges, penalties, financial assurance obligations, losses, transmission charges, ancillary service charges, line losses, congestion charges and other ISO-NE or applicable system costs or charges associated with transmission up to and at the Delivery Point, and Buyer shall be responsible for all of the foregoing after the Delivery Point. To the extent that a Party incurs such costs, charges, penalties or losses which are the responsibility of the other Party (including amounts not credited to such Party as described in Section 4.2(a)), the other Party shall reimburse such Party for the same.

(d) Settlement in the ISO-NE energy market system will occur when Energy and Wholesale Market Services are supplied into Buyer's ISO-NE Settlement account. For Energy, this settlement will occur at the ISO-NE pricing node ("pnode") for the Facility established in accordance with ISO-NE Rules. Seller shall be responsible for all charges, fees and losses required for Delivery of Products including the Delivery of Energy from the Facility to the Delivery Point, including but not limited to (1) all non-PTF and/or distribution system losses, (2) all transmission and/or distribution interconnection charges associated with the Facility, and (3) the cost of Delivery of the Products to the Delivery Point, including all related administrative fees and non-PTF and/or distribution wheeling charges. Seller shall also apply for and schedule all such services.

4.3 Failure of Seller to Deliver Products. In the event that Seller fails to satisfy any of its obligations to Deliver any of the Products or any portion of the Products hereunder in accordance with Section 4.1, Section 4.2 and Section 4.7, and such failure is not excused under the express terms of this Agreement or the result of a Reliability Curtailment (a **"Delivery Failure"**), Seller shall pay Buyer an amount for such Delivery Failure equal to the Cover Damages for such Delivery Failure. Such payment shall be due no later than the date for Buyer's payment for the applicable month as set forth in Section 5.2 hereof. Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to a Delivery Failure would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Cover Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

4.4 Failure by Buyer to Accept Delivery of Products. If Buyer fails to accept all or part of any of the Products to be purchased by Buyer hereunder, and such failure to accept (a) is not the result of Reliability Curtailment or (b) is not otherwise excused under the terms of this Agreement (a **"Rejected Purchase"**), then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred, an amount for such Rejected Purchase equal to the Resale Damages. Each Party agrees and acknowledges that (i) the damages that Seller would incur due to a Rejected Purchase would be difficult or impossible

to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Resale Damages as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

4.5 Delivery Point.

(a) All Energy shall be Delivered hereunder by Seller to Buyer at the Delivery Point. Seller shall be responsible for the costs of delivering its Energy to the Delivery Point consistent with all standards and requirements set forth by the FERC, ISO-NE, and any other applicable Governmental Entity or applicable tariff.

(b) Seller shall be responsible for all applicable charges associated with distribution or transmission interconnection, service and delivery charges, including all related ISO-NE administrative fees, uplift, socialized charges, all costs for Network Upgrades, and all other charges in connection with the satisfaction of Seller's obligations hereunder, including without limitation the Delivery of Energy to and at the Delivery Point. Seller shall indemnify and hold harmless Buyer for any such charges, fees, costs or expenses imposed upon Buyer by operation of ISO-NE Rules or otherwise in connection with Seller's performance of its obligations hereunder.

4.6 Metering.

(a) Metering. All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the **"Meters"**), shall be installed, operated, maintained and tested at Seller's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by NERC, the Interconnecting Utility, and ISO-NE. Notwithstanding the foregoing, the Parties acknowledge and agree that each Meter used to provide data for the computation of payments hereunder shall be tested at Seller's expense once every two Contract Years and shall be sealed. Seller shall break the seal only when such Meters are to be inspected and tested (or adjusted) in accordance with this Section 4.6. Seller shall provide Buyer with a copy of all metering and calibration information and documents regarding the Meters promptly following receipt thereof by Seller.

(b) Measurements. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Energy generated by the Facility; provided however, that Seller, upon request of Buyer and at Buyer's expense (if more frequently than annually as provided for in Section 4.6(a)), shall cause the Meters to be tested by the Interconnecting Utility in whose territory the Facility is located, in accordance with the filed tariff of such Interconnecting Utility or the ISO-NE Tariff, whichever is applicable, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder. Meter readings shall be adjusted to take into account the losses to Deliver the Energy to the Delivery Point. Seller shall make recorded meter data available monthly to the Buyer at no cost.

(c) Inspection, Testing and Calibration. Buyer shall have the right to inspect and test (at its own expense) any of the Meters at the Facility at reasonable times and upon

reasonable notice from Buyer to Seller. Buyer shall have the right to have a representative present during any testing or calibration of the Meters at the Facility by Seller. Seller shall provide Buyer with timely notice of any such testing or calibration.

(d) Audit of Meters. Buyer shall have access to the Meters and the right to audit all information and test data related to such Meters.

(e) Notice of Malfunction. Seller shall provide Buyer with prompt notice of any malfunction or other failure of the Meters or other telemetry equipment necessary to accurately report the quantity of Energy being produced by the Facility. If any Meter is found to be inaccurate by more than two percent (2%), the meter readings shall be adjusted as far back as can reasonably be ascertained, but in no event shall such period exceed six (6) months from the date that such inaccuracy was discovered, and any adjustment shall be reflected in the next invoice provided by Seller to Buyer hereunder.

(f) Meter Data. Seller shall provide Buyer with on-demand (read-only) access to data from Seller's revenue metering system used to provide data for the computation of payments hereunder at no additional cost to Buyer. This provision is in addition to Seller's requirements under ISO-NE Rules and Practices, including ISO-NE Operating Procedure No. 18.

4.7 Environmental Attributes.

(a) Seller shall transfer to Buyer all of the right, title and interest in and to Buyer's Percentage Entitlement of the Facility's Environmental Attributes, including any and all Environmental Attributes, generated by, or associated with, the Facility during the Delivery Term in accordance with the terms of this Section 4.7.

(b) All Energy provided by Seller to Buyer from the Facility under this Agreement shall meet the requirements for eligibility as a Zero Carbon Emissions Generation Unit, and Seller's failure to satisfy such requirements shall constitute an Event of Default pursuant to Section 9.2 (h) of this Agreement.

(c) Seller shall comply with all GIS Operating Rules, including without limitation such Rules relating to the creation, tracking, recording and transfer of all Environmental Attributes to be purchased by Buyer under this Agreement. In addition, at Buyer's request, Seller shall (i) register with and comply with the rules and requirements of any federal tracking system or program and any tracking system or program in any of the New England States or New York State that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes, and (ii) use commercially reasonable efforts to register with and comply with the rules and requirements of any other tracking system or program that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes. With respect to the foregoing subpart (i), any such compliance shall be at Seller's sole cost; and, with respect to the foregoing subpart (ii), Seller will be responsible for the fees, costs and expenses related to such registration and compliance, not to exceed an out-of-pocket aggregate amount of $100,000 during each Contract Year.

(d) Prior to the delivery of any Energy hereunder, either (i) Seller shall cause Buyer to be registered in the GIS as the initial owner of all Certificates to be Delivered hereunder

to Buyer or (ii) Seller and Buyer shall effect an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) of the Certificates to be Delivered hereunder to Buyer in the GIS for the Delivery Term; provided, however, that no payment shall be due to Seller for any Environmental Attributes until the Certificates are actually deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing.

(e) The Parties intend for the transactions entered into hereunder to be physically settled, meaning that the Environmental Attributes are intended to be Delivered in the GIS account of Buyer or its designee as set forth in this Section 4.7.

5. PRICE AND PAYMENTS FOR PRODUCTS

5.1 Price for Products. All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit B; provided, however, that if the Environmental Attributes fail to qualify as an Environmental Attribute associated with the specified MWh of generation from a Zero Carbon Emissions Generation Unit and Buyer does not purchase the Environmental Attributes pursuant to Section 4.1(b), then all other Products including Energy Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price for Energy only, as specified in Exhibit B. Other than the (i) payment for the Products under this Section 5.1, (ii) payments related to Meter testing under Section 4.6(b), (iii) payments related to Meter malfunctions under Section 4.6(e), (iv) payment of any Resale Damages under Section 4.4, (v) payments related to other tracking systems or programs requested by Buyer under Section 4.7(c)(ii), (vi) payment of interest on late payments under Section 5.3, (vii) payments for reimbursement of Buyer's Taxes under Section 5.4(a), (viii) return of any Credit Support under Section 6.3, and (ix) payment of any Termination Payment due from Buyer under Section 9.3, Buyer shall not be required to make any other payments to Seller under this Agreement, and Seller shall be solely responsible for all costs and losses incurred by it in connection with the performance of its obligations under this Agreement.

5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all charges and payments under this Agreement. On or before the fifteenth (15th) day following the end of each month, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder during the preceding month, based on the Energy Delivered in the preceding month, and any Environmental Attributes deposited in Buyer's GIS account or a GIS account designated by Buyer to Seller in writing in the preceding month. Such invoice shall contain supporting detail for all charges reflected on the invoice, and Seller shall provide Buyer with additional supporting documentation and information as Buyer may request.

(b) Timeliness of Payment. All undisputed charges shall be due and payable in accordance with each Party's invoice instructions on or before the later of (x) fifteen (15) days from receipt of the applicable invoice or (y) the last day of the calendar month in which the applicable invoice was received (or in either event the next Business Day if such day is not a Business Day). Each Party shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Late

Payment Rate, such interest to be calculated from and including the due date to, but excluding, the date the delinquent amount is paid in full.

(c) Disputes and Adjustments of Invoices.

(i) All invoices rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on changes resulting from ISO-NE billing statements or revisions, if any, to previous ISO-NE billing statements. If ISO-NE resettles any invoice which relates to the Products sold under this Agreement and (a) any charges thereunder are the responsibility of the other Party under this Agreement or (b) any credits issued thereunder would be due to the other Party under this Agreement, then the Party receiving the invoice from ISO-NE shall in the case of (a) above invoice the other Party or in the case of (b) above pay the amount due to the other Party. Any invoices issued or amounts due pursuant to this Section shall be invoiced or paid as provided in this Section 5.2.

(ii) Within twelve (12) months of the issuance of an invoice the Seller shall adjust any invoice for any arithmetic or computational error and shall provide documentation and information supporting such adjustment to Buyer. Within twelve (12) months of the receipt of an invoice (or an adjusted invoice), the Buyer may dispute any charges on that invoice. In the event of such a dispute, the Buyer shall give notice to the Seller and shall state the basis for the dispute. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment or refund shall be made within ten (10) days of such resolution along with interest accrued at the Late Payment Rate from and including the due date (or in the case of a refund, the payment date) but excluding the date paid. Any claim for additional payment is waived unless the Seller issues an adjusted invoice within twelve (12) months of issuance of the original invoice. Any dispute of charges is waived unless the Buyer provides notice of the dispute to the Seller within twelve (12) months of receipt of the invoice (or adjusted invoice) including such charges.

(d) <u>Netting of Payments</u>. The Parties hereby agree that they may discharge mutual debts and payment obligations due and owing to each other under this Agreement on the same date through netting of such monetary obligations, in which case all amounts owed by each Party to the other Party for the purchase and sale of Products during the monthly billing period under this Agreement, including any related damages calculated pursuant to this Agreement, interest, and payments or credits, may be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, such Party

shall pay such sum in full when due. The Parties agree to provide each other with reasonable detail of such net payment or net payment request.

5.3 Interest on Late Payment or Refund. A late payment charge shall accrue on any late payment or refund as specified above at the lesser of (a) the prime rate specified in the "Money & Investing" section of The Wall Street Journal (or, if such rate is not published therein, in a successor index mutually selected by the Parties) plus one percent (1%), and (b) the maximum rate permitted by applicable Law in transactions involving entities having the same characteristics as the Parties (the **"Late Payment Rate"**).

5.4 Taxes, Fees and Levies.

(a) Seller shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with the Facility or Delivery or sale of the Products ("**Seller's Taxes**"). Buyer shall be obligated to pay all present and future taxes, fees and levies, imposed on or associated with such Products after Delivery of such Products to Buyer, or imposed on or associated with the purchase of such Products by Buyer (other than ad valorem, franchise or income taxes which are related to the sale of the Products and are, therefore, the responsibility of Seller) ("**Buyer's Taxes**"). In the event Seller shall be required by law or regulation to remit or pay any Buyer's Taxes, Buyer shall reimburse Seller for such payment. In the event Buyer shall be required by law or regulation to remit or pay any Seller's Taxes, Seller shall reimburse Buyer for such payment, and Buyer may also elect to deduct any of the amount of any such Seller's Taxes from the amount due to Seller under Section 5.2. Buyer shall have the right to all credits, deductions and other benefits associated with taxes paid by Buyer or reimbursed to Seller by Buyer as described herein. Nothing shall obligate or cause a Party to pay or be liable to pay any taxes, fees and levies for which it is exempt under law. The sale of Energy under this Agreement is for resale.

(b) Seller shall bear all risks, financial and otherwise, throughout the Term, associated with Seller's or the Facility's eligibility to receive any federal or state tax credits, to qualify for accelerated depreciation for Seller's accounting, reporting or tax purposes, or to receive any other favorable tax or accounting right or benefit, or any grant or subsidy from a Governmental Entity or other Person. Seller's obligations under this Agreement shall be effective regardless of whether the Facility is eligible for or receives, or the transactions contemplated under this Agreement are eligible for or receives, any federal or state tax credits, grants or other subsidies or any particular accounting, reporting or tax treatment.

6. SECURITY FOR PERFORMANCE

6.1 Credit Support.

(a) Seller shall be required to post Credit Support in the amount of **sixteen million seventy six thousand dollars ($16,076,000) ("Fixed Credit Support")** to secure Seller's obligations under this Agreement in the period beginning on the Effective Date and continuing through and including the date that all of Seller's obligations under this Agreement are satisfied. Three million six hundred ninety seven thousand four hundred eighty dollars ($3,697,480) of the Fixed Credit Support shall be provided to Buyer within five (5) Business

Days of the Effective Date as a Letter of Credit. The remaining twelve million three hundred seventy-eight thousand five hundred twenty dollars ($12,378,520) of the Fixed Credit Support shall be provided to Buyer within fifteen (15) Business Days after receipt of the Regulatory Approval as either a Guaranty or a Letter of Credit at the discretion of Seller, subject to the requirements of Section 6.1(b).

(b) Downgrade Events Affecting Seller's Qualified Guarantor. If at any time during the Term of this Agreement, Seller's Qualified Guarantor experiences a Downgrade Event, then Seller shall deliver to Buyer replacement Credit Support in the form of a Letter of Credit in an amount equal to the amount of the Guaranty that had been utilized as Credit Support within five (5) Business Days of such Downgrade Event. Within five (5) Business Days after Buyer's receipt of such replacement Credit Support from Seller, Buyer shall return to Seller the Guaranty being replaced.

(c) Upgrade Events Affecting Seller's Qualified Guarantor. If Seller's Qualified Guarantor experiences an Upgrade Event, then Seller may, in its discretion, after giving Buyer ten (10) days prior notice, replace the replacement Credit Support that is in the form of a Letter of Credit with a new Guaranty from the Qualified Guarantor, in an amount equal to the applicable amount of Credit Support allowed to be in the form of a Guaranty as determined in Section 6.1(a).

(d) If at any time during the Term of this Agreement, the amount of Credit Support is reduced as a result of Buyer's draw upon such Credit Support, Seller shall replenish such Credit Support to the total amount required under this Section 6.1 within five (5) Business Days of that draw.

(e) If Seller fails to provide or replenish Credit Support in accordance with this Article 6 to Buyer within five (5) Business Days of receipt of notice, then an Event of Default under Section 9.2 shall be deemed to have occurred and Buyer will be entitled to the remedies set forth in Section 9.3 of this Agreement.

6.2 Cash Deposits. Any cash provided by Seller as Credit Support under this Agreement shall be held in an account selected by Buyer in its reasonable discretion. Interest shall accrue on that cash deposit at the daily Federal Funds Rate and shall be remitted to Seller upon written request to Buyer, with such request not more often than on a quarterly basis and Buyer shall remit such accrued interest to the Seller within a reasonable time following receipt of such request. Seller agrees to comply with the commercially reasonable requirements of Buyer in connection with the receipt and retention of any cash provided as Credit Support under this Agreement.

6.3 Return of Credit Support. Any unused Credit Support provided under this Agreement shall be returned to Seller only after all of Seller's obligations under this Agreement have been satisfied. Notwithstanding the foregoing, and provided such obligations have been satisfied, Buyer shall use commercially reasonable efforts to return such Credit Support to Seller within thirty (30) days after the expiration or termination of this Agreement.

6.4 Buyer's Rights and Remedies. If at any time an Event of Default with respect to Seller has occurred and is continuing, then, unless Seller has paid in full all of its obligations hereunder that are then due, without limiting any other rights and remedies Buyer may have under this Agreement or otherwise at law or in equity, Buyer may exercise one or more of the following rights and remedies: (i) all rights and remedies available to a secured party under applicable Law with respect to Credit Support held by Buyer, and (ii) the right to liquidate any Credit Support held by Buyer and to apply the proceeds of such liquidation to any amounts payable to Buyer with respect to Seller's obligations hereunder in such order as Buyer may elect. For the purpose of this Section 6.4, Buyer may draw on the undrawn portion of any Letter of Credit provided as Credit Support up to the amount of Seller's outstanding obligations hereunder. Seller shall remain liable for amounts due and owed to Buyer that remain unpaid after the application of Credit Support pursuant to this Section 6.4.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

7.1 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Organization and Good Standing; Power and Authority. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Connecticut. Subject to the receipt of the Regulatory Approval, Buyer has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Due Authorization; No Conflicts. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly authorized by all necessary actions on the part of Buyer and do not and, under existing facts and Law, shall not: (i) contravene its certificate of incorporation or any other governing documents; or (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected.

(c) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Buyer and, assuming the due execution hereof and performance hereunder by Seller and receipt of the Regulatory Approval, constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(d) Consents and Approvals. Except to the extent associated with the Regulatory Approval, the execution, delivery and performance by Buyer of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken or that shall be duly obtained, made or taken on or prior to the date required, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable as required under applicable Law.

(e) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Buyer and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(f) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Buyer, or, to Buyer's knowledge, threatened against it.

(g) No Default. No Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Buyer of its obligations under this Agreement.

7.2 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as of the Effective Date as follows:

(a) Organization and Good Standing; Power and Authority. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds all rights and entitlements necessary to own and operate the Facility and to deliver the Products to the Buyer in accordance with this Agreement.

(c) Due Authorization; No Conflicts. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly authorized by all necessary actions on the part of Seller and do not and, under existing facts and Law, shall not: (i) contravene any of its governing documents; (ii) conflict with, result in a breach of, or constitute a default under any note, bond, mortgage, indenture, deed of trust, license, contract or other agreement to which it is a party or by which any of its properties may be bound or affected; (iii) violate any order, writ, injunction, decree, judgment, award, statute, law, rule, regulation or ordinance of any Governmental Entity or agency applicable to it or any of its properties; or (iv) result in the creation of any lien, charge or encumbrance upon any of its properties pursuant to any of the foregoing. Seller is qualified to perform as a Market Participant under the ISO-NE Tariff, or is qualified to transact through another Market Participant under the ISO-NE Tariff. Seller will not be disqualified from or be materially adversely affected in the performance of any of its obligations under this Agreement by reason of market power or affiliate transaction issues under federal or state regulatory requirements.

(d) Binding Agreement. This Agreement has been duly executed and delivered on behalf of Seller and, assuming the due execution hereof and performance hereunder by Buyer, constitutes a legal, valid and binding obligation of Seller, enforceable against it in

accordance with its terms, except as such enforceability may be limited by law or principles of equity.

(e) No Proceedings. There are no actions, suits or other proceedings, at law or in equity, by or before any Governmental Entity or agency or any other body pending or, to the best of its knowledge, threatened against or affecting Seller or any of its properties (including, without limitation, this Agreement) which relate in any manner to this Agreement or any transaction contemplated hereby, or which Seller reasonably expects to lead to a material adverse effect on (i) the validity or enforceability of this Agreement or (ii) Seller's ability to perform its obligations under this Agreement.

(f) Consents and Approvals. The execution, delivery and performance by Seller of its obligations under this Agreement do not and, under existing facts and Law, shall not, require any Permit or any other action by, any Person which has not been duly obtained, made or taken, and all such approvals, consents, permits, licenses, authorizations, filings, registrations and actions are in full force and effect, final and non-appealable.

(g) Zero Carbon Emissions Generation Unit. The Facility is a Zero Carbon Emissions Generation Unit and is eligible to participate in the Request for Proposals, under Conn. Gen. Stat. §16a-3m.

(h) Title to Products. Seller has and shall have good and marketable title to all Products sold and Delivered to Buyer under this Agreement, free and clear of all liens, charges and encumbrances. Seller has not sold and shall not sell any such Products to any other Person, and no Person other than Seller can claim an interest in any Product to be sold to Buyer under this Agreement.

(i) Negotiations. The terms and provisions of this Agreement are the result of arm's length and good faith negotiations on the part of Seller and equal bargaining power of the Parties. No principle of law or equity regarding construing ambiguities in this Agreement against the drafting Party shall apply.

(j) Bankruptcy. There are no bankruptcy, insolvency, reorganization, receivership or other such proceedings pending against or being contemplated by Seller, or, to Seller's knowledge, threatened against it.

(k) No Misrepresentations. The reports and other submittals by Seller to Buyer under this Agreement are not false or misleading in any material respect.

(l) No Default. No Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the performance by Seller of its obligations under this Agreement.

(m) Site Control. Seller has all real property rights to operate the Facility through the end of the Delivery Term.

(n) Other Program Benefits. Seller has not claimed or received any Other Program Benefits.

7.3 Continuing Nature of Representations and Warranties. The representations and warranties set forth in this Article 7 are made as of the Effective Date and deemed made continually throughout the Term, subject to the removal of the references to the Regulatory Approval as and when the Regulatory Approval is obtained. If at any time during the Term, a Party has knowledge of any event or information which causes any of the representations and warranties in this Article 7 to be untrue or misleading, such Party shall provide the other Party with prompt written notice of the event or information, the representations and warranties affected, and the corrective action such Party shall take. The notice required pursuant to this Section 7.3 shall be given as soon as practicable after the occurrence of each such event.

7.4 Forward Capacity Market Participation. Seller agrees to use commercially reasonable efforts to maintain throughout the Term the Facility's Capacity Supply Obligation ("**CSO**") for no less than 230 MW ("**Contract CSO**"), and agrees not to withdraw or reduce such participation or positions taken. For avoidance of doubt, Seller shall take all required actions to so preserve such Contract CSO, and shall not permit or agree to any reduction or elimination of such Contract CSO. If despite Seller's commercially reasonable efforts the Contract CSO is reduced or eliminated, then Seller agrees to use commercially reasonable efforts to qualify and participate in FCM auction activity, including, but not limited to, annual Forward Capacity Auctions ("FCA") so as to maximize the amount of capacity the Facility provides in the FCM (up to the amount of the Contract CSO). If despite such efforts the Seller is unsuccessful in obtaining such Contract CSO in any annual FCA, then Seller agrees to pursue such remaining quantity in substitution auctions. If Seller, despite its commercially reasonable efforts, is not successful in obtaining such Contract CSO in either the annual FCA or the substitution auction, Seller agrees to pursue such Contract CSO for the remaining quantity available to be offered first in the annual reconfiguration auctions, and if unsuccessful in the annual reconfiguration auctions, in the monthly reconfiguration auctions, unless the Facility is in outage and does not qualify for the monthly auction in accordance with ISO-NE FCM rules. In addition, Seller agrees to use commercially reasonable efforts to maintain throughout the Term the Facility's CSO for all of the capacity in excess of the Contract CSO associated with Seller's ownership interest in the Facility unless Seller has otherwise contracted or arranged with another third party for the portion of the CSO in excess of the Contract CSO. Seller shall provide documentation to the Buyer demonstrating the satisfaction of the foregoing obligations.

8. REGULATORY APPROVAL

8.1 Receipt of Regulatory Approval. The obligations of the Parties to perform this Agreement, other than the Parties' obligations under Article 12, are conditioned upon and shall not become effective or binding until the receipt of the Regulatory Approval. Buyer shall notify Seller within five (5) Business Days after receipt of the Regulatory Approval or receipt of an order of the PURA regarding this Agreement. This Agreement may be terminated by either Buyer or Seller in the event that Regulatory Approval is not received within 180 days after filing, without liability as a result of such termination, subject to the return of Credit Support as provided in Section 6.3.

9. BREACHES; REMEDIES

9.1 Events of Default by Either Party. It shall constitute an event of default (**"Event of Default"**) by either Party hereunder if:

(a) Representation or Warranty. Any breach of any representation or warranty of such Party set forth herein, or in filings or reports made pursuant to this Agreement occurs where such breach is not fully cured and corrected within thirty (30) days after the Non-Defaulting Party has provided written notice to the Defaulting Party, provided, however, that such period shall be extended for an additional period of up to thirty (30) days if the Defaulting Party is unable to cure within the initial thirty (30) day period so long as such cure is diligently pursued by the Defaulting Party until such Default has been corrected, but in any event shall be cured within sixty (60) days of the notice from the Non-Defaulting Party; or

(b) Payment Obligations. Any undisputed payment due and payable hereunder is not made on the date due (**"Payment Default"**), and such failure continues for more than ten (10) Business Days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; or

(c) Other Covenants. Other than:

(i) a Delivery Failure of ten (10) continuous days or more, which is addressed in Section 9.2(g),

(ii) a Rejected Purchase, or

(iii) an Event of Default described in Sections 9.1(a), 9.1(b), 9.1(d) or 9.2,

such Party fails to perform, observe or otherwise to comply with any material obligation hereunder and such failure continues for more than thirty (30) days after notice thereof is given by the Non-Defaulting Party to the Defaulting Party; provided, however, that such period shall be extended for an additional period of up to thirty (30) days if, despite using commercially reasonable efforts, the Defaulting Party is unable to cure within the initial thirty (30) day period so long as such cure is diligently pursued by the Defaulting Party until such Default has been corrected, but in any event shall be cured within sixty (60) days of the notice from the Non-Defaulting Party; or

(d) Bankruptcy. Such Party (i) is adjudged bankrupt or files a petition in voluntary bankruptcy under any provision of any bankruptcy law or consents to the filing of any bankruptcy or reorganization petition against such Party under any such law, or (without limiting the generality of the foregoing) files a petition to reorganize pursuant to 11 U.S.C. § 101 or any similar statute applicable to such Party, as now or hereinafter in effect, (ii) makes an assignment for the benefit of creditors, or admits in writing an inability to pay its debts generally as they become due, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Party, or (iii) is subject to an order of a court of competent jurisdiction appointing a receiver or liquidator or custodian or trustee of such Party or of a major part of such Party's property, which is not dismissed within sixty (60) days (**"Bankruptcy Default"**).

9.2 Events of Default by Seller. In addition to the Events of Default described in Section 9.1, each of the following shall constitute an Event of Default by Seller hereunder:

(a) Taking of Facility Assets. Any asset of Seller that is material to the operation or maintenance of the Facility or the performance of its obligations hereunder is taken upon execution or by other process of law directed against Seller, or any such asset is taken upon or subject to any attachment by any creditor of or claimant against Seller and such taking or attachment is not remedied or disposed of by Seller within sixty (60) days after such taking occurs or such attachment is levied; or

(b) Failure to Maintain Credit Support. The failure of Seller to provide, maintain and/or replenish the Credit Support as required pursuant to Article 6 of this Agreement, and such failure continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller. For the avoidance of doubt, it shall be deemed an Event of Default if Seller provides Credit Support in the form of a Letter of Credit and, with respect to an outstanding Letter of Credit, one of the following events occurs with respect to the issuer of such Letter of Credit: (i) such issuer shall fail to be a Qualified Bank; (ii) such issuer shall fail to comply with or perform its obligations under such Letter of Credit; or (iii) such issuer shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit, and such failure disaffirmation, disclamation, repudiation or rejection continues for more than five (5) Business Days after Buyer has provided written notice thereof to Seller; or

(c) Energy Output. Except as provided in Section 2.2(c), the failure of the Facility to produce Energy for twelve (12) consecutive months during the Delivery Term for any reason; or

(d) Failure to Satisfy ISO-NE Obligations. The failure of Seller to satisfy, or cause to be satisfied (other than by Buyer), any material obligation under the ISO-NE Rules or ISO-NE Practices or any other obligation with respect to ISO-NE and such failure has an adverse effect on the Facility or Seller's ability to perform its obligations under this Agreement or on Buyer or Buyer's rights or ability to receive the benefits under this Agreement; provided, that Seller shall have the opportunity to cure such failure within five (5) days of notice from ISO-NE or Buyer of such failure; provided, however, if Seller's failure to satisfy any obligation under the ISO-NE Rules or ISO-NE Practices does not have an adverse effect on Buyer or Buyer's ability to receive the benefits under this Agreement, Seller shall have the opportunity to cure such failure within thirty (30) days of notice from ISO-NE or Buyer of such failure; or

(e) Abandonment. On or after the Delivery Term Start Date, the permanent relinquishment by Seller of all of its possession and control of the Facility, other than as provided under Section 2.2(c) or pursuant to a transfer permitted under this Agreement; or

(f) Assignment. The assignment of this Agreement by Seller, or Seller's sale or transfer of its interest (or any part thereof) in the Facility, except as permitted in accordance with Article 14; or

(g) Recurring Delivery Failure. A Delivery Failure of ten (10) continuous days or more; or

(h) Permit Compliance. Such Party fails to obtain and maintain or cause to be obtained and maintained in full force and effect any Permit (other than the Regulatory Approval) necessary for such Party to perform its obligations under this Agreement where such failure is not fully cured and corrected within thirty (30) days after such Party has knowledge of such failure; provided, however, that such period shall be extended for an additional period of up to forty-five (45) days if such Party is unable to cure within the initial thirty (30) day period so long as such cure is diligently pursued by such Party until such Default has been corrected, but in any event shall be cured within seventy-five (75) days of such Party's knowledge of such Default.

9.3 Remedies.

(a) Suspension of Performance and Remedies at Law. Upon the occurrence and during the continuance of an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to (i) withhold any payments due the Defaulting Party under this Agreement, (ii) suspend its performance hereunder, and (iii) exercise such other remedies as provided for in this Agreement including, without limitation, the termination right set forth in Section 9.3(b), and, to the extent not inconsistent with the terms of this Agreement, such remedies available at law and in equity, including, but not limited to, drawing on the Credit Support. In addition to the foregoing, except for breaches for which an express remedy or measure of damages is provided herein, the Non-Defaulting Party shall retain its right of specific performance to enforce the Defaulting Party's obligations under this Agreement.

(b) Termination and Termination Payment. Upon the occurrence of an Event of Default, a Non-Defaulting Party may terminate this Agreement at its sole discretion by providing written notice of such termination to the Defaulting Party. If the Non-Defaulting Party terminates this Agreement, it shall be entitled to calculate and receive as its sole remedy for such Event of Default a **"Termination Payment"** as follows:

(i) *Termination by Buyer.* If Buyer terminates this Agreement because of an Event of Default by Seller, the Termination Payment due to Buyer shall be equal to the greater of: (i) the security required to be provided in accordance with Article 6, or (ii) the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of Event of Default, if applicable, or the Event of Default if no notice is applicable, plus 300 basis points, for each month remaining in the Delivery Term, of (A) the amount, if, any, by which the Energy Forward Price and the Environmental Attribute Forward Price, as determined by Buyer based on the average of the pricing from at least two nationally recognized energy consulting firms or brokers chosen by Buyer, for Replacement Energy and Replacement Environmental Attributes, exceeds the applicable Price that would have been paid pursuant to Exhibit B of this Agreement, multiplied by (B) Buyer's Percentage Entitlement of the projected Energy output of the Facility as determined by a recognized third party expert selected

by Buyer, using a probability of exceedance basis of 50%; plus, (y) any costs and losses incurred by Buyer as a result of the Event of Default and termination of the Agreement.

All such amounts shall be determined by Buyer in good faith and in a commercially reasonable manner, and Buyer shall provide Seller with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(i).

(ii) *Termination by Seller.* If Seller terminates this Agreement because of an uncured Payment Default or Bankruptcy Default by Buyer, the Termination Payment due to Seller shall be equal to the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the "Money & Investing" section of *The Wall Street Journal* determined as of the date of the notice of the Payment Default or the date of Bankruptcy Default, as the case may be, plus 300 basis points, for each month remaining in the Delivery Term, of (i) the amount, if, any, by which the applicable Price that would have been paid pursuant to Exhibit B of this Agreement, exceeds the Energy Forward Price and Environmental Attribute Forward Price as determined by Seller based on the average of the pricing from at least two nationally recognized energy consulting firms or brokers chosen by Seller, for Replacement Energy and Replacement Environmental Attributes, multiplied by (ii) Buyer's Percentage Entitlement of the projected Energy output of the Facility as determined by a recognized third party expert selected by Seller using a probability of exceedance basis of 50%; plus, (y) any costs and losses incurred by Seller as a result of such uncured Payment Default or Bankruptcy Default and termination of the Agreement.

All such amounts shall be determined by Seller in good faith and in a commercially reasonable manner, and Seller shall provide Buyer with a reasonably detailed calculation of the Termination Payment due under this Section 9.3(b)(ii).

(iii) *Acceptability of Liquidated Damages.* Each Party agrees and acknowledges that (i) the damages and losses (including without limitation the loss of environmental, reliability and economic benefits contemplated under this Agreement) that the Parties would incur due to an Event of Default would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Termination Payment as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(iv) *Payment of Termination Payment.* The Defaulting Party shall make the Termination Payment within ten (10) Business Days after receipt of the detailed calculation of the Termination Payment, regardless whether the Termination Payment calculation is disputed. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall within ten (10) Business Days of receipt of the calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. If the Parties are unable to resolve the dispute within thirty (30) days, Article 11 shall apply.

(c) Set-off. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to withhold and set off any amounts owed by the Non-Defaulting Party to the Defaulting Party against any payments and any other amounts owed by the Defaulting Party to the Non-Defaulting Party, including any Termination Payment payable as a result of any early termination of this Agreement.

(d) Notice to Lenders. Seller may provide Buyer with a notice identifying no more than a single Lender (if any) to whom notices of Default are to be issued. Buyer shall provide a copy of any notice of Default provided by Buyer to Seller under this Article 9 to such Lender. The Lender shall have the same opportunities to cure Events of Default under this Agreement as are provided to Seller.

(e) Limitation of Remedies, Liability and Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS

INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

10. FORCE MAJEURE

10.1 Force Majeure.

(a) The term **"Force Majeure"** means an unusual, unexpected and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that directly prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (v) any full or partial curtailment in the electric output of the Facility that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such curtailment or mishap is caused by one of the following: acts of God such as floods, hurricanes or tornados; sabotage; terrorism; or war, (w) any occurrence or event that merely increases the costs or causes an economic hardship to a Party, (x) any occurrence or event that was caused by or contributed to by the Party claiming the Force Majeure, (y) Seller's ability to sell the Products at a price greater than that set out in this Agreement, or (z) Buyer's ability to procure the Products at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely obtain and maintain all necessary Permits (excepting the Regulatory Approval) or qualifications, a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure or be the basis for a claim of Force Majeure. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Products to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined herein has occurred.

(b) If either Party is unable, wholly or in part, by Force Majeure to perform obligations under this Agreement, such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist or for such shorter term as would have existed if the Party claiming the Force Majeure had used commercially reasonable efforts to cure such circumstances, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be promptly corrected to the extent it may be corrected through the exercise of due diligence. Neither party shall be liable for

any losses or damages arising out of a suspension of performance that occurs because of Force Majeure.

(c) Notwithstanding the foregoing, if the Force Majeure prevents full or partial performance under this Agreement for a period of twelve (12) months or more, the Party whose performance is not prevented by Force Majeure shall have the right to terminate this Agreement upon written notice to the other Party and without further recourse. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its stated Term.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a **"Dispute"**), in addition to any other remedies provided hereunder, the Parties shall attempt to resolve such Dispute through consultations between the Parties. If the Dispute has not been resolved within thirty (30) Business Days after such consultations between the Parties, then either Party may seek to resolve such Dispute in the United States District Court for the District of Connecticut pursuant to Section 11.3; provided, however, if the Dispute is subject to FERC's jurisdiction over wholesale power contracts, then either Party may elect to either: (1) file a complaint with FERC seeking resolution of the dispute, or (2) proceed with the mediation through FERC's Dispute Resolution Service; provided, further, that if one Party fails to participate in the negotiations as provided in this Section 11.1, the other Party can initiate mediation prior to the expiration of the thirty (30) Business Days. Unless otherwise agreed, the Parties will select a mediator from the FERC panel. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes. To the fullest extent permitted by law, any mediation proceeding and any settlement shall be maintained in confidence by the Parties. Notwithstanding the existence of a Dispute, each Party shall continue during the pendency of such Dispute to fulfill its obligations in accordance with the terms hereof; provided that this obligation shall not apply after the termination of this Agreement.

11.2 Allocation of Dispute Costs. The fees and expenses associated with mediation shall be divided equally between the Parties, and each Party shall be responsible for its own legal fees, including but not limited to attorney fees, associated with any Dispute. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in FERC's rules for mediation.

11.3 Consent to Jurisdiction. The Parties agree to the exclusive jurisdiction of the United States District Court for the District of Connecticut for any legal proceedings that may be brought by a Party arising out of or in connection with any Dispute that is not subject to the exclusive jurisdiction of FERC.

11.4 Waiver of Jury Trial and Inconvenient Forum Claim. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT. BOTH PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY

LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE AS SET FORTH IN THIS ARTICLE 11 AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

12. CONFIDENTIALITY

12.1 Nondisclosure. Buyer and Seller each agrees not to disclose to any Person and to keep confidential, and to cause and instruct its Affiliates, officers, directors, employees, partners and representatives not to disclose to any Person and to keep confidential, any non-public information relating to the terms and provisions of this Agreement, and any information relating to the Products to be supplied by Seller hereunder, and such other non-public information that is designated as "Confidential." Notwithstanding the foregoing, any such information may be disclosed:

(a) to the extent a Party determines it is appropriate in connection with filings with Governmental Entities including, with respect to Buyer, efforts to obtain or maintain the Regulatory Approval or to seek rate recovery for amounts expended by Buyer under this Agreement;

(b) as required by applicable laws, regulations, filing requirements, rules or orders or by any subpoena or similar legal process of any Governmental Entity so long as the receiving Party gives the non-disclosing Party written notice at least three (3) Business Days prior to such disclosure, if practicable, so that the non-disclosing Party may seek an appropriate protective order; provided, that if a protective order or other remedy is not obtained, the receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the required disclosure and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information;

(c) to the Affiliates of either Party and to the consultants, attorneys, auditors, financial advisors, Lenders or potential Lenders and their advisors of either Party or their Affiliates, but solely to the extent they have a need to know that information;

(d) in order to comply with any rule or regulation of ISO-NE, any stock exchange or similar Person or for financial disclosure purposes;

(e) to the extent the non-disclosing Party shall have consented in writing prior to any such disclosure; and

(f) to the extent that the information was previously made publicly available other than as a result of a breach of this Section 12.1; provided, however, in each case, that the Party seeking such disclosure shall, to the extent practicable, use commercially reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this Section 12.1.

13. INDEMNIFICATION

13.1 Indemnification Obligations. Seller shall indemnify, defend and hold Buyer and its partners, shareholders, directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all third-party claims with respect to liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever arising from or related to Seller's execution, delivery or performance of this Agreement, or Seller's negligence, gross negligence, or willful misconduct, or Seller's failure to satisfy any obligation or liability under this Agreement, or Seller's failure to satisfy any regulatory requirement or commitment associated with this Agreement.

13.2 Failure to Defend. If Seller fails to assume the defense of a claim meriting indemnification, Buyer may at the expense of Seller contest, settle or pay such claim, and Seller shall promptly reimburse Buyer for all costs incurred by Buyer associated therewith.

14. ASSIGNMENT AND CHANGE OF CONTROL

14.1 Prohibition on Assignments. Except as permitted under this Article 14, this Agreement (and any portion thereof) may not be assigned by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. The Party requesting the other Party's consent to an assignment of this Agreement will reimburse such other Party for all "out of pocket" costs and expenses such other Party incurs in connection with that consent, without regard to whether such consent is provided. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement (and shall not impair any Credit Support given by Seller hereunder) unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations thereunder.

14.2 Permitted Assignment by Seller. Buyer's consent shall not be required for Seller to pledge or assign the Facility, this Agreement or the revenues under this Agreement to any Lenders as collateral security for any obligations under the Financing documents entered into with such Lender, provided, however, if Seller requests Buyer's consent to such an assignment, (i) Buyer shall provide that consent subject to Buyer's execution of a consent to assignment in a form acceptable to Buyer and Seller, and (ii) Seller will reimburse Buyer for all costs and expenses Buyer incurs in connection with that consent, without regard to whether such consent is provided.

14.3 Change in Control over Seller. Buyer's consent shall be required for any change in Control over Seller, which consent shall not be unreasonably withheld, conditioned or delayed and shall be provided if Buyer reasonably determines that such change in Control does not have a material adverse effect on Seller's creditworthiness or Seller's ability to perform its obligations under this Agreement, including with respect to the Credit Support. Notwithstanding the foregoing, following the Delivery Term Start Date, (a) a change of Control of NextEra Energy, Inc. (the ultimate parent entity of Seller as defined under Section 7A of the Clayton Act, 15 U.S.C. § 18a, aka the Hart-Scott-Rodino Antitrust Improvements Act of 1976) NextEra Energy Capital Holdings, Inc., NextEra Energy Resources, LLC or ESI Energy, LLC shall not require

the consent of Buyer; provided, with regard to NextEra Energy Capital Holdings, Inc., such change of control transaction shall not cause its Credit Rating to fall below Investment Grade; and (b) transactions among Affiliates of Seller, any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests involving Seller and its Affiliates shall not constitute a change in Control for purposes of this Section 14.3; provided further that, in each case, Seller provides written notice of such change to Buyer within thirty (30) days after such change.

14.4 Permitted Assignment by Buyer. Buyer shall have the right to assign this Agreement without consent of Seller (a) in connection with any merger or consolidation of the Buyer with or into another Person or any exchange of all of the common stock or other equity interests of Buyer or Buyer's parent for cash, securities or other property or any acquisition, reorganization, or other similar corporate transaction involving all or substantially all of the common stock or other equity interests in, or assets of, Buyer, or (b) to any substitute purchaser of the Products so long as in the case of either clause (a) or clause (b) of this Section 14.4, either (1) the proposed assignee's credit rating is at least either BBB- from S&P or Baa3 from Moody's or (2) the proposed assignee's credit rating is equal to or better than that of Buyer at the time of the proposed assignment, or (3) such assignment, or in the case of clause (a) above the transaction associated with such assignment, has been approved by the PURA or the appropriate Government Entity.

14.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 14 shall be null and void.

15. TITLE; RISK OF LOSS

Title to and risk of loss related to Buyer's Percentage Entitlement of the Energy shall transfer from Seller to Buyer at the Delivery Point. Title and risk of loss related to Buyer's Percentage Entitlement of the Environmental Attributes shall transfer to Buyer when the same are credited to Buyer's GIS account(s) or the GIS account(s) designated by Buyer to Seller in writing. Title and risk of loss related to Buyer's Percentage Entitlement of Products other than Energy or Environmental Attributes shall transfer to Buyer when the same are credited to Buyer's ISO-NE Settlement account. Seller warrants that it shall deliver to Buyer the Products free and clear of all liens and claims therein or thereto by any Person.

16. AUDIT

16.1 Audit. Each Party shall have the right, upon reasonable advance notice, and at its sole expense (unless the other Party has defaulted under this Agreement, in which case the Defaulting Party shall bear the expense) and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party additional information documenting the quantities of Products delivered or provided hereunder. If any such examination reveals an inaccurate charge, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall include interest at the Late Payment Rate from the date the inaccurate payment was made until credited or paid.

16.2 Access to Financial Information. Seller shall provide to Buyer within fifteen (15) days of receipt of Buyer's written request financial information and statements applicable to Seller as well as access to financial personnel during normal business hours, so that Buyer may address any inquiries relating to Seller's financial resources.

17. **NOTICES**

Any notice or communication given pursuant hereto shall be in writing and (1) delivered personally (personally delivered notices shall be deemed given upon written acknowledgment of receipt after delivery to the address specified or upon refusal of receipt); or (2) mailed by registered or certified mail, postage prepaid (mailed notices shall be deemed given on the actual date of delivery, as set forth in the return receipt, or upon refusal of receipt); or (3) by reputable overnight courier; in each case addressed as follows or to such other addresses as may hereafter be designated by either Party to the other in writing:

If to Buyer:

[for U.S. Mail deliveries]
Director – Electric Supply
Eversource Energy Services Company
P. O. Box 270
Hartford, CT 06141-0270

[for hand deliveries]
Director – Electric Supply
Eversource Energy Services Company
107 Selden Street
Berlin, CT 06037

With a copy to:

[for U.S. Mail deliveries]
General Counsel
Eversource Energy Services Company
P. O. Box 270
Hartford, CT 06141-0270

[for hand deliveries]
General Counsel
Eversource Energy Services Company
107 Selden Street
Berlin, CT 06037

If to Seller:

NextEra Energy Seabrook, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Vice President, Business Management
Voice: (561) 304-6124
Fax: (561) 304-5161

With a copy to: NextEra Energy Seabrook, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: General Counsel
Voice: (561) 691-712
Fax: (561) 691-7305

18. WAIVER AND MODIFICATION

This Agreement may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties, and no subsequent conduct of any Party or course of dealings between the Parties shall effect or be deemed to effect any such amendment or waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of or acquiescence in or to such provision. Buyer shall determine in its sole discretion whether any amendment or waiver of the provisions of this Agreement shall require Regulatory Approval or PURA filing and/or approval. If Buyer determines that any such approval or filing is required, then such amendment or waiver shall not become effective unless and until Regulatory Approval or such other approval is received, or such PURA filing is made and any requested PURA approval is received.

19. INTERPRETATION

19.1 Choice of Law. Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the State of Connecticut (without regard to its principles of conflicts of law).

19.2 Headings. Article and Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to articles, sections and exhibits are, unless the context otherwise requires, references to articles, sections and exhibits of this Agreement. The words “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

19.3 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code.

19.4 Standard of Review. The Parties acknowledge and agree that the standard of review for any avoidance, breach, rejection, termination or other cessation of performance of or changes to any portion of this integrated, non-severable Agreement (as described in Section 22) over which FERC has jurisdiction, whether proposed by Seller, by Buyer, by a non-party of, by FERC acting *sua sponte* shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Serv. Co., 350 U.S. 332 (1956) and Federal Power Comm'n v. Sierra Pac. Power Co., 350 U.S. 348 (1956) as clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) and *NRG Power Marketing, LLC v. Maine Pub. Util. Comm'n*, 558 U.S. 165 (2010). Each Party agrees that if it seeks to amend any applicable power sales tariff during the Term, such amendment shall not in any way materially and adversely affect this Agreement without the prior written consent of the other Party. Each Party further agrees that it shall not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.

19.5 Change in ISO-NE Rules and Practices. This Agreement is subject to the ISO-NE Rules and ISO-NE Practices. If, during the Term of this Agreement, any ISO-NE Rule or ISO-NE Practice is terminated, modified or amended or is otherwise no longer applicable, resulting in a material alteration of a material right or obligation of a Party hereunder, the Parties agree to negotiate in good faith in an attempt to amend or clarify this Agreement to embody the Parties' original intent regarding their respective rights and obligations under this Agreement, provided that neither Party shall have any obligation to agree to any particular amendment or clarification of this Agreement. The intent of the Parties is that any such amendment or clarification reflect, as closely as possible, the intent, substance and effect of the ISO-NE Rule or ISO-NE Practice being replaced, modified, amended or made inapplicable as such ISO-NE Rule or ISO-NE Practice was in effect prior to such termination, modification, amendment, or inapplicability, provided that such amendment or clarification shall not in any event alter (i) the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the Price.

19.6 Dodd Frank Act Representations. The Parties agree that this Agreement (including all transactions reflected herein) is not a "swap" within the meaning of the Commodity Exchange Act ("CEA") and the rules, interpretations and other guidance of the Commodity Futures Trading Commission ("CFTC rules"), and that the primary intent of this Agreement is physical settlement (i.e., actual transfer of ownership) of the nonfinancial commodity and not solely to transfer price risk. In reliance upon such agreement, each Party represents to the other that:

(a) With respect to the commodity to be purchased and sold hereunder, it is a commercial market participant, a commercial entity and a commercial party, as such terms are used in the CFTC rules, and it is a producer, processor, or commercial user of, or a merchant handling, the commodity and it is entering into this Agreement for purposes related to its business as such;

(b) It is not registered or required to be registered under the CFTC rules as a swap dealer or a major swap participant;

(c) It has entered into this Agreement in connection with the conduct of its regular business and it has the capacity or ability to regularly make or take delivery of the commodity to be purchased and sold hereunder;

(d) With respect to the commodity to be purchased and sold hereunder, it intends to make or take physical delivery of the commodity;

(e) At the time that the Parties enter into this Agreement, any embedded volumetric optionality in this Agreement is primarily intended by the holder of such option or optionality to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the commodity to be purchased and sold hereunder;

(f) With respect to any embedded commodity option in this Agreement, such option is intended to be physically settled so that, if exercised, the option would result in the sale of the commodity to be purchased or sold hereunder for immediate or deferred shipment or delivery;

(g) The commodity to be purchased and sold hereunder is a nonfinancial commodity, and is also an exempt commodity or an agricultural commodity, as such terms are defined and interpreted in the CFTC rules.

To the extent that reporting of any transactions related to this Agreement is required by the CFTC rules, the Parties agree that Seller shall be responsible for such reporting (the "Reporting Party"). The Reporting Party's reporting obligations shall continue until the reporting obligation has expired or has been terminated in accordance with CFTC rules. The Buyer, as the Party that is not undertaking the reporting obligations shall timely provide the Reporting Party all necessary information requested by the Reporting Party for it to comply with CFTC rules.

19.7 Change in Law or Buyer's Accounting Treatment, Subsequent Judicial or Regulatory Action.

(a) If, during the Term of this Agreement, there is a change in Law or accounting standards or rules or a change in the interpretation or applicability thereof that would result in adverse balance sheet or creditworthiness impacts on Buyer associated with this Agreement or the amounts paid for Products purchased hereunder Buyer shall prepare an amendment to this Agreement to avoid or mitigate such impacts. Buyer shall prepare such amendment in a manner that is designed to be limited to changes required to avoid or mitigate the adverse balance sheet or creditworthiness impact on Buyer. Buyer shall use commercially reasonable efforts to prepare such amendment in a manner that mitigates any material adverse effect(s) on Seller (as identified by Seller, acting reasonably) that could reasonably be expected to result from such amendment, but only to the extent that such mitigation can be accomplished in a manner that is consistent with the purpose of such amendment. Seller agrees to execute such amendment; provided that such amendment does not (unless Seller otherwise agrees) alter: (i) the purchase and sale obligations of the Parties pursuant to this Agreement, or (ii) the Price.

(b) Upon a determination by a court or regulatory body having jurisdiction (i) over this Agreement or any of the Parties hereto, or (ii) over the establishment and enforcement of any of the statutes or regulations or orders or actions of regulatory agencies (including the Department, PURA, or the NRC) supporting this Agreement or (iii) over the rights or obligations of the Parties hereunder that any of the statutes or regulations supporting this Agreement or the rights or obligations of the Parties hereunder, or orders of or actions of regulatory agencies (including the Department, PURA, or the NRC) implementing such statutes or regulations, or this Agreement on its face or as applied, in the reasonable determination by a Party, violates any Law (including the State or Federal Constitution) (an "**Adverse Determination**"), each Party shall have the right to suspend performance under this Agreement without liability. Seller may deliver and sell Products to a third party during any period of time for which Buyer suspends payments or purchases under this Section 19.7.

Upon an Adverse Determination becoming final and non-appealable, Buyer shall make a good faith determination regarding whether the Adverse Determination does or may adversely affect the enforceability of any provision of this Agreement and/or Buyer's continued ability to recover all net costs incurred under this Agreement and the reasonable costs incurred in connection with this Agreement for the entire Term of this Agreement and whether such adverse effect(s) of the Adverse Determination can reasonably be mitigated by amending the Agreement in a manner that allows the Agreement to continue with modification. If, in Buyer's sole reasonable judgment, such adverse effect(s) of the Adverse Determination cannot be reasonably mitigated by amending the Agreement, either Party shall have the right to terminate the Agreement. If Buyer determines that such effect(s) can be so mitigated, it shall promptly prepare an amendment to this Agreement designed to be limited to changes required to avoid or mitigate such effect(s). Thereafter, Buyer and Seller shall negotiate the terms of such amendment in good faith; provided, however, that neither Buyer nor Seller will be required to agree to any particular amendment. If Seller and Buyer cannot reach agreement on such amendment within sixty (60) days after Buyer delivers to Seller the first draft thereof, then either Party may terminate this Agreement by written notice to the other Party delivered within thirty (30) days after such sixty (60) day period. Upon a termination pursuant to this section, (I) Seller shall: (a) prepare a final invoice to Buyer for Products delivered to Buyer, which Buyer shall pay in the normal course pursuant to Section 5.2(b), and (b) have no further obligations or liabilities to Buyer, (II) Seller shall have the right to sell Products to third parties, and (III) neither Seller nor Buyer shall have any further obligations or liabilities to the other Party under this Agreement.

20. COUNTERPARTS; FACSIMILE SIGNATURES

Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original. Facsimile signatures hereon or on any notice or other instrument delivered under this Agreement shall have the same force and effect as original signatures.

21. NO DUTY TO THIRD PARTIES

Except as provided in any consent to assignment of this Agreement, nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a Party to this Agreement.

22. SEVERABILITY

If any term or provision of this Agreement or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this Agreement and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this Agreement for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction. The Parties acknowledge and agree that essential terms and conditions of this Agreement for each Party include, without limitation, all pricing and payment terms and conditions of this Agreement, and that the essential terms and conditions of this Agreement for Buyer also include, without limitation, the terms and conditions of Section 19.6 of this Agreement.

23. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed as creating any relationship between Buyer and Seller other than that of Seller as independent contractor for the sale of Products, and Buyer as principal and purchaser of the same. Neither Party shall be deemed to be the agent of the other Party for any purpose by reason of this Agreement, and no partnership or joint venture or fiduciary relationship between the Parties is intended to be created hereby. Nothing in this Agreement shall be construed as creating any relationship between Buyer and the Interconnecting Utility.

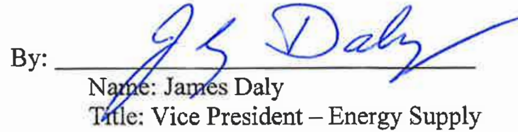
24. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement and understanding between the Parties hereto and shall supersede all prior agreements and communications, including the Existing PPA.

[Signature page follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

THE CONNECTICUT LIGHT AND POWER COMPANY
d/b/a EVERSOURCE ENERGY

By: 
Name: James Daly
Title: Vice President – Energy Supply

NEXTERA ENERGY SEABROOK, LLC

By:
Name: Terrell Kirk Crews II
Title: President

EXHIBIT A

DESCRIPTION OF FACILITY

Facility: Seabrook Station is an approximately 1250 MW (net), single unit pressurized water reactor nuclear power plant located at 626 Lafayette Road in the Town of Seabrook, Rockingham County, in the State of New Hampshire; NRC Operating License No. NPF-86.

EXHIBIT B

PRODUCTS AND PRICING

1. Price for Buyer's Percentage Entitlement of Products up to the Contract Maximum Amount. The Price for the Buyer's Percentage Entitlement of Delivered Products up to the Contract Maximum Amount in nominal dollars shall be as follows:

Contract Year		Energy Price[1] ($/MWh)	Environmental Attribute Price ($/Certificate)
1		36.00	0.25
2		36.72	0.25
3		37.45	0.25
4		38.20	0.25
5		38.97	0.25
6		39.75	0.25
7		40.54	0.25
8		41.35	0.25

2. Price for Buyer's Percentage Entitlement of Energy, Wholesale Market Services and Environmental Attributes Delivered in excess of Contract Maximum Amount. The Energy, Wholesale Market Services and Environmental Attributes Delivered in excess of the Contract Maximum Amount shall be purchased by Buyer at a Price equal to the product of (x) the Buyer's Percentage Entitlement of the MWhs of Energy in excess of the Contract Maximum Amount Delivered to the Delivery Point and (y) the lesser of (i) ninety percent (90%) of the Real-Time LMP at such Delivery Point, or (ii) the Price determined in accordance with Section 1 of this Exhibit B for each hour of the month during which such Energy in excess of the Contract Maximum Amount is Delivered to Buyer.

All rights and title to Environmental Attributes and Wholesale Market Services associated with Energy Delivered in excess of the Contract Maximum Amount shall remain with Buyer. In the event that Seller received Environmental Attributes or Wholesale Market Services associated with Energy Delivered in excess of the Contract Maximum Amount, Seller shall not hold or claim to hold equitable title to such Environmental Attributes or Wholesale Market Services and shall promptly transfer such Environmental Attributes and Wholesale Market Services to Buyer.

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[1] The Energy Price listed above is the price for Energy and Wholesale Market Services.

EXHIBIT C

FORM OF GUARANTY

THIS GUARANTY (this "**Guaranty**"), dated as of **_________, ____** (the "**Effective Date**"), is made by NEXTERA ENERGY CAPITAL HOLDINGS, INC. ("**Guarantor**"), in favor of THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY ("**Counterparty**").

RECITALS:

A. WHEREAS, Counterparty and Guarantor's indirect, wholly-owned subsidiary [INSERT OBLIGOR'S NAME IN ALL CAPS] ("**Obligor**") have entered into, or concurrently herewith are entering into, that certain Zero Carbon Emissions Class I Renewable Generation Unit Power Purchase Agreement entered into as of ______, 20__ (the "**Agreement**"); and

B. WHEREAS, Guarantor will directly or indirectly benefit from the Agreement between Obligor and Counterparty; and

C. WHEREAS, Obligor is required, under the Agreement, to provide credit support which may be provided utilizing this Guaranty, to secure Obligations under the Agreement; and

D. Counterparty is authorized to draw upon such credit support, including this Guaranty, in the event of Obligor's default under the Agreement.

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

* * *

1. GUARANTY. Subject to the terms and provisions hereof, Guarantor provides this Guaranty as security for the performance of Obligor under the Agreement and hereby absolutely and irrevocably guarantees Obligor's payment obligations under and pursuant to the terms of the Agreement for the period beginning on the Effective Date as defined in the Agreement and continuing through and including the date that all of Obligor's obligations under the Agreement are satisfied, and guarantees the payment of all amounts payable to Counterparty under the Agreement, including amounts payable as a result of the default by Obligor of any of the terms of the Agreement in accordance with the terms of the Agreement (the "**Obligations**"). This Guaranty is an absolute, present and continuing guaranty of payment and not of collectability and is in no way conditional or contingent upon any attempt to collect from the Obligor or upon any other action, occurrence or circumstance whatsoever. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

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

(b) The obligation and liability of Guarantor under this Guaranty is specifically limited to the Obligations under the Agreement, as well as costs of collection and enforcement of this Guaranty (including attorney's fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations imposed by the Maximum Recovery Amount as specified in *Section 1(a)* above). In no event, however, shall Guarantor be liable for or obligated

to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages.

2. DEMANDS AND PAYMENT.

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

(b) After issuing a Payment Demand in accordance with the requirements specified in *Section 2(a)* above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Obligation(s) specified in that Payment Demand within three (3) Business Days after Guarantor receives such demand. As used herein, the term "**Business Day**" shall mean all weekdays (*i.e*., Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Florida or the State of New York.

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

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

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

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

4. RESERVATION OF CERTAIN DEFENSES. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses (if any) based upon the bankruptcy, insolvency, dissolution or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

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

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

(a) Except as required in *Section 2* above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof.

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

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

(d) Until all Obligations are indefeasibly paid, the Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from the Obligor and any collateral held therefor, and the Guarantor hereby subordinates all rights under any debts owing from the Obligor to the Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations.

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

8. TERMINATION. This Guaranty and the Guarantor's obligations hereunder will terminate automatically and immediately upon the earlier of (i) the termination or expiration of the Agreement, and (ii) 11:59:59 Eastern Prevailing Time [_______, 20__]; *provided*, *however*, that no such termination shall affect Guarantor's liability with respect to any Obligation incurred prior to the time the termination is effective, which Obligation shall remain subject to this Guaranty.

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

TO GUARANTOR: *	*TO COUNTERPARTY:*
NextEra Energy Capital Holdings, Inc. 700 Universe Blvd. Juno Beach, Florida 33408 *Attn:* Treasurer	___________________ ___________________ ___________________ *Attn:* _________
[Tel: (561) 694-6204 -- for use in connection with courier deliveries]	*[Tel: (___) ___-___ -- for use in connection with courier deliveries]*

* *(NOTE: Copies of any Notices to Guarantor under this Guaranty shall also be sent via facsimile to ATTN: Contracts Group, Legal, Fax No. (561) 625-7504 and ATTN: Credit*

Department, Fax No. (561) 625-7642. However, such facsimile transmissions shall not be deemed effective for delivery purposes under this Guaranty.)

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

10. MISCELLANEOUS.

(a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder.

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

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

(d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).

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

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

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

* * *

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on _____________, 20__, but it is effective as of the Effective Date.

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

By:________________________

Name:______________________

Title:_______________________

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