



**METROMEDIA ENERGY, INC.  
NATURAL GAS SALE CONTRACT  
FIRM SALE**

<b>SELLER:</b> Metromedia Energy, Inc. 2000 West Park Drive, Suite 125 Westborough, MA 01581		<b>BUYER:</b> [REDACTED]	
Attn: Contracts Administrator Phone: (508) 871-7150 Fax: (508) 871-0938		Attn: [REDACTED] Phone: [REDACTED] Fax: [REDACTED]	
<b>MAKE PAYMENTS TO:</b> Metromedia Energy, Inc. PO Box 13021 Lewiston, ME 04243-9521		<b>SEND INVOICES TO:</b> [REDACTED]	
<b>CONTRACT NO:</b>	90150798200962	<b>MMS SALES REF CODE:</b>	901
<b>QUANTITY:</b>	Buyer's full natural gas requirements for the Service Location(s) described below.		
<b>TERM:</b>	From 7/1/2009 to 6/30/2011 subject to satisfactory transportation arrangements being in place by the commencement date.		
<b>PRICE</b> (Nymex+ and Cost+) per therm, measured at Nomination Point(s):	Nymex + \$0.2800 per therm      Cost + \$0.00 per therm  Price of Nymex + \$0.28 per therm applies to Monthly Contract Quantities only. See paragraph 5. Monthly Contract Quantities are set forth in Attachment A.		
<b>RECEIPT POINT(S):</b>	Louisiana		
<b>NOMINATION POINT(S):</b>	City Gate of: Northern Utilities - NH		
<b>ACCOUNT NUMBER - SERVICE LOCATION:</b>	(See Attachment A)		
<b>SPECIAL PROVISIONS:</b>	None		
This Contract shall not become effective until and unless accepted by the Buyer			
<b>THE TERMS AND CONDITIONS AND THE ATTACHMENTS ARE A PART OF THIS CONTRACT</b>			
Seller: By:	Metromedia Energy, Inc.  [Signature]	Buyer: By:	[Signature]
		Tax ID#:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Title:		Title:	OWNER
Date:	6-15-09	Date:	6/2/09

Version: New England 03.05.06.02      Contract No: 90150798200962      R

## NATURAL GAS SALES CONTRACT TERMS AND CONDITIONS (FIRM SALES)

1. **Firm Contract; Termination Fees and Damages:** Sales under this contract shall be made on a firm basis. If Metromedia Energy, Inc. ("Metromedia Energy" or "Seller") fails to deliver or Buyer fails to take the Buyer's full requirements for reasons other than force majeure as defined below, Buyer or Seller, as the case may be, shall be entitled to damages equal to the cost of cover, plus any transportation charges or imbalance charges incurred due to the other party's failure to deliver or accept, less any expenses saved. In no event shall damages under this paragraph be less than 9 cents per therm multiplied by the number of therms remaining in the contract per Attachment A, (or if the failure to deliver or take is for a lesser period, for such lesser period), or \$150.00, whichever is greater.

2. **Nominations:** Buyer shall authorize its local distribution company (LDC) to provide Seller all necessary information regarding Buyer's gas requirements, and Seller shall nominate and confirm daily dispatch volumes with the transporting pipeline and Buyer's LDC. Buyer shall also, upon request from Seller, provide meter meter readings or other data to assist Seller in scheduling deliveries to meet Buyer's requirements. To the extent required or permitted by Buyer's LDC, Buyer shall authorize Seller to act as Buyer's agent in dealing with the LDC. Buyer shall reimburse Seller for all LDC charges paid by Seller on Buyer's behalf.

3. **Receipt Points, Title and Transportation:** The Nomination Point(s) and Receipt Point(s) are shown on the front of this Agreement. Seller is hereby appointed and shall act on behalf of Buyer as Buyer's agent to arrange and pay for transportation of the gas from the Receipt Point(s) to the Nomination Point(s), and to cause deliveries to be made at the Nomination Point(s). Title to the natural gas sold hereunder will pass from Seller to Buyer at the Receipt Point(s). Seller will pay or cause to be paid all royalties, taxes and other sums due on production and transportation of the natural gas prior to delivery. Seller will be in full control and possession of the natural gas and shall be fully responsible for and shall indemnify Buyer for any damage or injuries caused thereby until the natural gas is delivered to Buyer at the Receipt Point(s), except for injuries and damage which are caused by the negligence of Buyer. Buyer will likewise pay all taxes or other sums due on, at or after the Nomination Point(s) and be fully responsible and shall indemnify Seller for damage or injury occurring after the natural gas is delivered to the Nomination Point(s), except for injuries and damage caused by the negligence of Seller. Buyer shall reimburse Seller for any and all applicable taxes, including but not limited to, gross receipt tax, imposed by any state or local government upon any transaction or occurrence contemplated pursuant to the terms of this Agreement.

4. **Measurement and Quality:** Measurement of the volume and the heating value of the gas purchased hereunder shall be made at the Nomination Point(s) in accordance with the standards and procedures of transporting pipeline(s). The gas delivered at the Nomination Point(s) shall meet the tariff specifications of the receiving pipeline(s). All other warranties of quality or fitness for a particular purpose are expressly disclaimed.

5. **Swing Lead Pricing: "Fixed" Price** applies to Monthly Contract Quantities ("MCO") only. The MCO is set forth in Attachment A. To the extent that Buyer's requirements exceed MCO ("Additional Gas") or the daily allotment thereof, those requirements shall be served at the Cost + Price. To the extent that Buyer's requirements are below MCO or the daily allotment thereof, then Buyer will be invoiced for the MCO at the fixed price, and credited for the difference between MCO and amounts used ("Surplus Gas") at the Cost + Price - Fixed Price and "Cost + Price" are set forth on the front page of this Contract. "Cost" includes the amounts paid by Metromedia Energy for the Additional Gas, or in the case of a credit back to the Buyer, as paid to Metromedia Energy for the Surplus Gas plus associated carrying charges.

6. **Billings and Payments:** Seller shall invoice Buyer each month for gas delivered and any LDC charges paid by Seller since the last invoice. If Buyer is cycle billed by the LDC, monthly price will be established on the closing date of the billing cycle. Buyer shall pay Seller's invoice within fifteen (15) days after the invoice date. If Buyer fails to pay any amount due Seller when same is due, interest shall accrue at 1.5% per month or the maximum lawful rate, whichever is less, from the date that such payment is due until the same is paid, compounded daily. Buyer shall also pay all reasonable attorney fees, court costs, or other expenses that Seller incurs in collecting overdue payments. Buyer shall provide adequate assurances upon reasonable request by Seller pursuant to the Uniform Commercial Code or other applicable state commercial contract statutes. If Buyer defaults or any of its obligations under this Contract, Seller may, in addition to other legal remedies, suspend deliveries or terminate this Contract. Customers will receive adequate prior notice of termination of gas supply services. Notifications will be sent at least fifteen (15) days before discontinuation of supply service to allow customers the opportunity to pay the overdue bill or request service from another provider.

7. **Dispute Resolution:** Any dispute you or your company has about MME's charges can be directed to Metromedia Energy at (800) 828-9427 or by mail to Metromedia Energy, Customer Service Center, 6 Industrial Way, Eatontown, NJ 07724. In the event of a dispute, seller will attempt in good faith to resolve the dispute with buyer.

If seller cannot resolve the dispute, buyer may submit the dispute for review by the small claims court.

8. **Taxes:** The price stated herein is inclusive of all taxes levied on the production or transportation of the gas prior to its delivery at the Nomination Point(s), and all such taxes shall be borne and paid exclusively by Seller. The price does not include any federal, Indian, state, or local sales, use, franchise or consumption taxes, or similar taxes which now or hereafter may be imposed on the transfer of title or possession of the gas to Buyer or on Buyer's subsequent use or disposition thereof. Any such taxes shall be paid by Buyer directly to the taxing authority unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid. If Buyer claims exemption from any such taxes, Buyer shall provide Seller a proper exemption certificate. In addition, Buyer agrees to reimburse Seller for all taxes and fees imposed upon Seller by the State or any agency or municipality related to the performance of this Contract.

9. **Force Majeure:** If either party is unable to perform its obligations under this Contract due to force majeure, performance of such obligations shall be suspended until the force majeure is corrected. The party claiming such inability shall initially give oral notice followed by written notice thereof to the other party as soon as practicable after the occurrence of the force majeure. Force majeure shall mean acts of God, strikes, lightning, fires, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of firm transportation, and any other non-financial cause not within the control of the party claiming force majeure. During any curtailment caused by force majeure, Seller's available supplies at the affected points shall be prorated, based on nominated volumes, among Seller's firm customers receiving gas at those points.

10. **Confidentiality:** Both parties shall keep the terms of this Contract confidential except as may be required to effectuate transportation of the gas or to meet the requirements of a regulatory agency having jurisdiction over the matter for which information is sought.

11. **Waiver:** No waiver or consent, express or implied, by Buyer or Seller of any default of the other party in the performance of any provision herein shall operate as a waiver of any subsequent default, whether of a like or different character.

12. **Notices:** All notices to be given hereunder shall be in writing and sent by pre-paid mail or facsimile, addressed to the respective parties at the addresses specified on the first page or at such other addresses as they shall respectively designate in writing from time to time.

13. **Transfer:** This Contract will inure to and bind the successors and assigns of the parties, and neither party shall assign its rights, obligations or interests hereunder without the written consent of the other party, which consent shall not be unreasonably withheld. Any party's transfer in violation of this provision is void.

14. **Consumer Information:** (Applicable in New Hampshire only) The service provided by MME are protected by the terms and conditions of this natural gas sales agreement. Should the buyer have any questions or require additional information regarding this agreement, the buyer can contact the seller at 1-800-U-BUY-GAS (1-800-828-9427). Buyer may also request information from the New Hampshire Public Utilities Commission, 8 Old Suncoak Road, Concord, NH 03301 - Tel: 1-603-271-2431.

15. **Entire Agreement & Law:** This is the complete Contract between the parties and can only be amended in writing. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.

16. **Term:** The initial term of this Agreement shall commence and become effective as of the first date of service and continue for the term stated on the coverse of this Agreement. At the conclusion of the initial term and any subsequent terms, this Agreement is "evergreen" in that it will be automatically renewed for a like term at a rate equal to market price (MME's cost) plus a management fee for \$0.05 per therm. Nothing herein shall restrict either party from exercising their termination rights at any time after the end of the initial term, on thirty (30) days written notice to the other party.

17. **Auditing:** Each party has the right, at its sole expense and during normal working hours, to examine the books, records and charts of the other party as necessary to verify the accuracy of any statement, charge, notice or computation made pursuant to the provisions of this Contract. If any such examination reveals any inaccuracy in any statement or payment, the necessary adjustments shall be made promptly.

Initials / Date

X A. F. U. C. E. T.

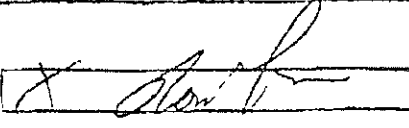


Attachment A  
Contract No. 90150798200962  
Monthly Contract Quantities ("MCQ")  
(In therms)

To the extent Buyer has elected a fixed price, that price applies to Buyer's requirements up to the volumes set forth below only. To the extent a greater or lesser amount is required by Buyer, pricing is subject to the Cost + Price pursuant to paragraph 5.

Account Number / Service Address								Pipeline: TGP 200 L Delivered			
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

561853008 / 176 Main Rochester, NH 03867 / Capacity: 32.1								Meter No: J32502			
1126	917	757	681	621	688	617	631	607	611	655	911

 6/2/08

Signature Date

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