

EXHIBIT A



[TC Employee]
TransCanada Power Marketing Ltd.
110 Turnpike Road, Suite 300
Westborough, Massachusetts 01581

Phone (xxx) xxx-xxxx
Fax (508) xxx-xxxx
Email first_last@transcanada.com

VIA [EMAIL AND/OR OVERNIGHT MAIL]

[Customer]
[Address]

Attn: [Name]
[Email]: xxxxxxxx

[Date]

RE: Assignment of the Power Purchase Agreement between [Customer] and TransCanada

Sir or Madame:

As was recently announced, TransCanada has agreed to sell its U.S. Northeast retail power contracts (the "*Transaction*") to EDF Energy Services, LLC ("*EDF*"). TransCanada hereby provides notice that the Power Purchase Agreement between [Customer] ("*Customer*" or "*you*") and TransCanada Power Marketing Ltd. ("*TransCanada*") dated [Date] together with any amendments, confirmations, exhibits and schedules thereto (collectively, the "*Agreement*") represents a contract included in the Transaction.

The terms of the Agreement require TransCanada to obtain written consent from you in order to assign the Agreement to EDF. In accordance with this requirement, we respectfully request your execution of the attached Assignment and Assumption and Consent Agreement where indicated and your return of the partially executed copy to us at the email address set forth below no later than [Date] ("*Request Date*").

With your consent, TransCanada anticipates completing assignment of the Agreement to EDF by March 1, 2018. This assignment will not interrupt your electricity supply service under the Agreement, and except for changes necessary to reflect the new supplier under the Agreement, there will be no changes in the material terms or conditions of the Agreements, including price or the duration of the supply term as a result of the assignment unless agreed to in writing by you, TransCanada and EDF..

If you do not agree to the assignment, TransCanada will continue to serve you by engaging EDF to provide all services under the Agreement as agent for TransCanada for the duration of the Agreement's supply term.

We greatly appreciate and value the business partnership that we have shared with you. Please contact me should you have any questions or concerns regarding this assignment or if you would like a copy of the Agreement subject to the assignment. If you have any questions or concerns regarding EDF, please contact c/o EDF Energy Services, LLC 4700 W Sam Houston Pkwy, Suite 250, Houston, Texas, 77041, EastRetail@edfenergyservices.com, +1 (877) 432-4530.

Sincerely,

[TC Employee name]
[Title]

Please return by email to:

sarah_cormier@transcanada.com

cc:

ASSIGNMENT AND ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AND CONSENT AGREEMENT is entered into as of _____, 2018 (this "**Agreement**") between TransCanada Power Marketing Ltd., a Delaware corporation, as the assignor (the "**Assignor**"), EDF Energy Services, LLC, a Delaware limited liability company, as the assignee (the "**Assignee**"), and [**Customer**], as the consenting party (the "**Customer**").

WITNESSETH:

WHEREAS, Assignor and Customer are parties to the Power Purchase Agreement dated [date] together with any amendments, confirmations, exhibits and schedules thereto (collectively, the "**Assigned Contract**");

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of December 22, 2017, by and between Assignor and Assignee (the "**Asset Purchase Agreement**"), on the terms and subject to the conditions thereof, among other things, Assignor has agreed to sell, assign, transfer, grant, bargain, deliver and convey to Assignee, and Assignee has agreed to acquire and accept delivery from Assignor, all of Assignor's right, title and interest in, to and under, the Assigned Contract, and Assignee has agreed to assume, and thereafter pay, perform, discharge and satisfy when due, all obligations, commitments and liabilities of Assignor under the Assigned Contract to the extent attributable and relating to the period on or after the Effective Date (as defined below) including, if applicable, all obligations, commitments and liabilities under any of the Assigned Contracts for payment or reimbursement of any and all sums owed under any distribution utility tariff or Federal Energy Regulatory Commission tariff and any service agreements relating thereto incurred from and after the Effective Date (the "**Assumed Liabilities**");

WHEREAS, Assignor wishes to assign to Assignee all of its right, title and interest in, to and under the Assigned Contract, and Assignee wishes to assume, pay, perform, discharge and satisfy when due the Assumed Liabilities; and

WHEREAS, Customer is willing to consent to the assignment and assumption provided for in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent. Customer hereby unconditionally and irrevocably consents to the assignment of the Assigned Contract by Assignor to Assignee and the assumption of the Assumed Liabilities by Assignee as set forth in, respectively, Section 2 and Section 3 of this Agreement, and hereby accepts Assignee as its counterparty in the Assigned Contract.

2. Assignment. Assignor hereby sells, assigns, transfers, grants, bargains, delivers and conveys to Assignee all of its rights, title and interest in, to and under the Assigned Contract

to the extent attributable and relating to the period on or after the Effective Date; *provided*, however, that, hereunder, Assignee shall not assume, and shall not be liable or responsible for, any obligations, commitments or liabilities of Assignor (whether known or unknown, now existing or hereafter arising, contingent or liquidated) with respect to the Assigned Contract other than the Assumed Liabilities (the “*Excluded Liabilities*”), and Assignor shall retain the Excluded Liabilities.

3. Assumption. Assignee hereby accepts such assignment and assumes and agrees to pay, perform, discharge and satisfy when due all the Assumed Liabilities.

4. Release. Customer hereby unconditionally and irrevocably releases Assignor from any and all Assumed Liabilities under the Assigned Contract effective upon the Effective Date.

5. Effective Date.

a. The transactions contemplated by Section 2, Section 3 and Section 4 of this Agreement shall become effective as of the date on which (i) the transactions contemplated by the Asset Purchase Agreement are consummated (with effect as of 00:00 Eastern Prevailing Time on such date) and (ii) Customer satisfies Assignee’s Intake Policies, which notice of the satisfaction or non-satisfaction of the Intake Policies shall be provided by Assignee to Customer upon completion of Assignee’s Intake Policy procedures (the “*Effective Date*”). If the Asset Purchase Agreement is terminated in accordance with its terms or if the transactions contemplated therein are not consummated, this Agreement shall automatically be null and void *ab initio* and have no force and effect. Assignor shall promptly notify Customer of the occurrence or non-occurrence, as applicable, of any such events to the address, email address or fax number of Customer set forth in Section 8 of this Agreement.

b. Nothing in the Assigned Contract to the contrary withstanding, the supply term under the Assigned Contract applicable to Assignee will commence on the date on which the first meter is read after the Effective Date (the “*Enrollment Date*”).

6. Amendments to Assigned Contract. Effective at the Effective Date, Assignee and Customer agree that the following amendments will be applicable to the Assigned Contract as between Assignee and Customer, it being agreed that no such amendments shall be applicable to the Assigned Contract as between Assignor and Customer:

a. Assignor References. References to Assignor in the Assigned Contract are hereby replaced with “EDF Energy Services, LLC”.

b. Addresses for Notices. The notices section under the Assigned Contract is hereby amended by replacing the notice information for Assignor with the notice information of Assignee set forth in Section 8 of this Agreement.

Other than the specific amendments set out above, all other terms and conditions of the Assigned Contract remain in full force and effect in accordance with its terms, without modification or amendment.

7. Purchase Agreement. This Agreement is being executed pursuant to the Asset

Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to modify, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control as between Assignor and Assignee. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to such terms in the Asset Purchase Agreement.

8. Addresses for Notices

TransCanada Power Marketing Ltd.	EDF Energy Services, LLC
110 Turnpike Road, Suite 300	4700 W Sam Houston Pkwy N, Suite 250
Westborough, MA 01581	Houston, Texas 77041
Attn: Stuart Ormsbee	Attn: SVP and General Counsel
Fax: (508) 898-0433	Fax: (281) 653-1454
Email:stuart_ormsbee@transcanada.com	Email:EDFES_ContractAdmin@edfenergyservices.com

With a copy to (which shall not constitute notice):
Energy Documents
450 – 1 Street SW
Calgary, AB, T2P 5H1, Canada
Email:Energy_documents@transcanada.com
om
Fax: 403-920-2353

Customer

Fax:
Email {required}:

9. Customer Representation. Customer represents and warrants to Assignor and Assignee that, upon execution by Assignor and Assignee, this Agreement constitutes the legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

10. Counterpart Execution. This Agreement may be executed in any number of counterparts (including by .pdf file exchanged via email or other electronic transmission), each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

11. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE

OF _____, WITHOUT GIVING EFFECT TO CHOICE OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties to this Agreement have executed the same as of the date first written above.

TRANSCANADA POWER MARKETING LTD.

EDF ENERGY SERVICES, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Consented and Agreed to by:

Customer

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____