



**Olson & Gould PC**  
Attorneys at Law

DE 11-184

ORIGINAL	
N.H.P.U.C. Case No.	DE 11-184
Exhibit No.	2
Witness	Para 1'
DO NOT REMOVE FROM FILE	

November 29, 2011

**ELECTRONICALLY FILED  
VIA HAND DELIVERY**

Debra A Howland  
Exec. Director & Secretary, NHPUC  
21 S. Fruit St, Suite 10  
Concord NH 03301-2429

**CONFIDENTIAL  
MATERIAL  
IN COMM FILE**



Re: Joint Petition for Approval of Power Purchase Agreements and Settlement Agreement, Docket No. DE 11-184

Dear Secretary Howland:

By Order 25,294, on Pending Motions for Confidential Treatment dated November 23, 2011, the Commission determined that certain of the pricing terms of the power purchase agreements ("PPAs") between PSNH and the Wood IPPs, which were filed as part of the Joint Petition, would not be provided confidential treatment. The Commission ordered the Joint Petitioners to file copies of the PPAs, with redactions revised in accordance with Order 25,294. The Wood IPPs attach for filing seven copies of the revised confidential and seven copies of the redacted PPAs in compliance with that order, to replace the copies filed with the Joint Petition.

If you have any questions, please let me know..

Respectfully submitted,

David J. Shulock, Esq.

DJS:meg  
Enclosures  
cc: Service List

NHPUC NOV29'11 PM 3:21

**MASTER POWER PURCHASE AND SALE AGREEMENT  
COVER SHEET**

This *Transaction Confirmation* is made as of the following date: August 19, 2011 ("Effective Date").

The Parties to this *Transaction Confirmation* are the following:

Name ("PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE " or "Party A")

Name (BRIDGEWATER POWER  
COMPANY, LP "Counterparty" or "Party  
B")

All Notices

All Notices:


Street: 780 N. Commercial Street  
P. O. Box 330

Street: PO Box 678

City: Manchester, NH Zip: 03105-0330

City: Ashland, NH Zip: 03217-0678

Attn: : Manager, Supplemental Energy  
Sources Department  
Phone: (603) 634-2312 \_\_\_\_\_  
Facsimile: 603) 634-2449 \_\_\_\_\_  
Federal Tax ID Number: \_\_\_\_\_

Attn: Michael O'Leary  
Phone: 603-968-9602 x11  
Facsimile: 603-968-9605  
Duns: NA  
Federal Tax ID Number: 

**Invoices:**

Attn: Same As Above  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Invoices:**

Attn: Same As Above  
Phone: 603-968-9602 x11  
Facsimile: 603-968-9605

**Scheduling:**

Attn: Same As above  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Payments:**

Attn: Same As Above  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Payments:**

Attn: Same As Above  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Wire Transfer:**

BNK: N/A  
ABA: \_\_\_\_\_  
ACCT: \_\_\_\_\_

**Wire Transfer:**

BNK:   
ABA:   
ACCT: 

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

Attn: Assistant General Counsel  
Phone: (603) 634-3355  
Facsimile: (603) 634-2438

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

Attn: Ken Kilgroe  
Phone: 205-987-5544  
Facsimile: 205-987-5568

**CONFIRMATION**

This Transaction Confirmation (“Confirmation”) is by and between Indeck Energy-Alexandria, LLC (“Seller”) and Public Service Company of New Hampshire (“PSNH”) (each a “Party” and collectively, the “Parties”). This Confirmation is for the sale of Unit Contingent Energy (as defined below) from Seller’s Facility to PSNH (the “Transaction”). The following terms and conditions shall apply to this Transaction:

**Buyer:** Public Service Company of New Hampshire

**Seller:** Indeck Energy-Alexandria, LLC

**Facility:** Seller’s 15 MW biomass fired generating facility which is located in Alexandria, New Hampshire, identified in the ISO-NE market settlement system with the Asset ID 14211.

**Product:** Unit Contingent Energy

**Quantity Cap:** Not to exceed a total of 192,500 MWh of Unit Contingent Energy delivered anytime during the Term.

**Term:** The Term is from the date of NH PUC Approval to the first to occur of the sale and purchase of 192,500 MWh of Unit Contingent Energy (“Quantity Cap”) or May 31, 2013.

**Delivery Period:** From the date of NH PUC Approval to May 31, 2013, 24 hours per day, 7 days per week.

**Energy Price:** Effective during the Term, PSNH will compensate Seller for Unit Contingent Energy received at the Delivery Point in accordance with the pricing provisions set forth below. All prices for Unit Contingent Energy are expressed in terms of \$/MWh.

**Energy Price Table**

	<u>All Hours</u>
2011	\$69/MWh
2012	\$69/MWh
2013	\$69/MWh

**Fuel Price Adjustment:**

A quarterly Fuel Price Adjustment Payment shall be determined to account for changes in wood prices payable by the Facility, based upon the following:

“Initial Wood Price” means \$~~33.74~~ per ton (subject to verification, review and approval by the NH PUC).

For a calendar quarter in which the actual, average delivered wood price to the Facility exceeds the Initial Wood Price, the Fuel Price Adjustment (“FPA”), in dollars per ton, shall equal 90% of the amount by which the actual, average price for wood delivered to the Facility for such quarter exceeds the Initial Wood Price. The FPA shall not exceed \$4.00/ton during 2011 and \$6.00/ton during 2012 and 2013. A Fuel Price Adjustment Payment (“FPAP”), as calculated below, shall be paid by the Buyer to the Seller in accordance with the provisions of this Confirmation.

For a calendar quarter in which the actual, average delivered wood price to the Facility is less than the Initial Wood Price, the FPA, in dollars per ton, shall equal 90% of the amount by which the actual, average price for wood delivered to the Facility for such quarter is less than the Initial Wood Price. The FPA shall not exceed \$4.00/ton during 2011 and \$6.00/ton during 2012 and 2013. A FPAP, as calculated below, shall be paid by the Seller to the Buyer in accordance with the provisions of this Confirmation.

The FPA, in dollars per ton, shall be multiplied by 1.80 tons per MWh and further multiplied by the MWh delivered in the quarter to determine the FPAP that is due to either the Seller or the Buyer.

Actual fuel prices (the quarterly total dollar amount paid for delivered wood by the Facility and the quarterly total tons of wood delivered to the Facility) and the MWh for such quarter shall be supplied to PSNH by the Seller within 30 days of the end of the applicable calendar quarter. The FPAP, if any due to Seller or Buyer (as the case may be) shall be paid within 30 days thereafter.

As soon as possible after the end of a calendar year, audited fuel price costs, total tonnage for wood fuel, and total MWh delivered for the year then ended by quarter shall be supplied to PSNH by the Seller and within 30 days

thereafter, the quarterly FPAPs from the applicable calendar year shall be recalculated and adjusted, if necessary by written notice to Seller by PSNH. Any adjustment payment payable by Seller or Buyer, as the case may be, will be reflected on the next following invoice, and paid in accordance with the terms hereof. Any adjustment payment due after the end of the Term of this Agreement shall be made within 30 days of receipt of the audited information.

Buyer shall have the right, upon reasonable prior notice and during regular business hours, to audit the prices paid for wood fuel by the Facility during the Term of this Agreement. All costs of such audit shall be borne by Buyer.

**Capacity/ Renewable Energy Credits:**

During the Term, the Seller will be responsible for all Forward Capacity Market ("FCM") and Renewable Energy Credit ("REC") actions required of the Facility in the ISO-NE, NEPOOL GIS or State markets and will receive the Capacity Supply Obligation as well as REC's and all payments and penalties associated with the FCM and REC's for this Facility.

**Payment Schedule:**

The payment schedule shall be on a calendar month basis with approved invoices paid by the 21<sup>st</sup> day of the next month. If any portion of an invoice is disputed by Buyer, Buyer shall pay the undisputed portion in full and Buyer and Seller shall seek to resolve the disputed portion as promptly as possible.

**Delivery Point:**

The Delivery Point shall be at the 34 kV interconnection between the Facility and Buyer's facilities as specified in Seller's existing Interconnection Agreement.

**Scheduling:**

Seller will remain the designated Generator Asset Owner and Lead Participant in accordance with ISO-NE rules and procedures. Seller will comply with the procedure set forth in Annex B for entering and confirming daily internal bilateral transactions ("IBTs") within the ISO-NE settlement market system ("SMS"). Prior to the term of this Confirmation, Seller shall elect whether it will participate in the ISO-NE Day-Ahead or Real-Time markets, and notify Buyer of such election.

Seller shall schedule planned outages during Spring or Fall periods, and shall coordinate outages with Buyer to maximize the value of generation to the Buyer. Seller will communicate information relative to changes in plant operational status (e.g. unscheduled outages) in a timely manner.

Buyer and Seller shall cooperate and take such actions as required by ISO-NE, New Hampshire Satellite office to comply with ISO New England System Rules, reliability needs and auditing requirements.

**Conditions:**

This Confirmation and the transactions contemplated hereunder are subject to the following conditions:

- Receipt of NH PUC Approval. Should NH PUC Approval not be forthcoming, this Confirmation and any transactions contemplated hereunder shall terminate.
- Closing on the construction debt financing for a proposed wood-fired power plant of approximately 67 MW to be located in Berlin, New Hampshire which is the subject of the Amended Power Purchase Agreement with PSNH approved by the New Hampshire Public Utilities Commission in Docket No. DE 10-195, such that no less than \$2.25 million of the New Markets Tax Credits in the debt financing transaction are allocated to the community loan fund and \$500,000 for use by the City of Berlin that will be the source of funding for certain community benefits and economic development resources related to the Berlin Station project, as described in the New Hampshire Site Evaluation Committee's "Decision Granting Site and Facility with Conditions" dated November 8, 2010, in its Docket No.2009-02 at page 44, and the closing of which must occur on or prior to August 30, 2011.
- The Facility shall maintain its status as a "qualifying facility" pursuant to 18 C.F.R. Part 292 prior to the Term of this Agreement and maintain such status throughout such Term.

**Confidentiality:**

The Parties agree to keep confidential the terms and provisions set forth in this Confirmation and all transactions hereunder, except as may be required by Law or necessary to obtain regulatory approval from the NH PUC.

In the event it becomes necessary for Buyer to submit any of Seller's commercially sensitive information, including, but not limited to, the Seller's or the Facility's operational and financial data, to any person or entity, including (without limitation) the NH PUC, Buyer shall: (i) provide prompt notice to Seller of its intent to submit such information, (ii) identify the person or entity to whom the information is to be submitted, (iii) make any such submission as confidential or under a request for confidential treatment or protective order, and (iv) provide a copy of the submission to Seller.

**Definitions:**

"Capacity Supply Obligation" shall be given the meaning given it in ISO NE Market Rule 1.

"Day-Ahead Locational Marginal Price" shall be given the meaning given it in ISO NE Market Rule 1.

"Unit Contingent" means, with respect to this Confirmation, that delivery or receipt of the Product from the Facility may be interrupted for any reason or for no reason by Seller, without liability on the part of either Party. However, Buyer shall be entitled to 100% of the output from the Facility during the Term of this Agreement.

"NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity,

that accounts for the generation attributes of electricity generated within New England.

“NH PUC Approval” means receipt of a final, nonappealable decision from the New Hampshire Public Utilities Commission, approving the Petition as submitted without alteration, modification or condition, and allowing for full cost recovery of the rates, terms and conditions of this Agreement by the Buyer in a manner not to increase the Buyer’s energy service rate as set forth in the Petition;

“Petition” means the pleading filed with the NH PUC to commence a proceeding for the purpose of seeking the NH PUC’s approval of this transaction and all related matters set forth therein.

“Renewable Energy Certificate” (“RECs”) is a NEPOOL GIS Certificate that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS that could be used to satisfy various State Renewable Portfolio Standards.

**Governing Terms:**

All other terms and conditions not specified herein shall be in accordance with, and subject to, the attached Annex A and the terms and conditions of that certain EEI Master Power Purchase and Sale Agreement, dated as of April 25, 2000, between Seller and Buyer (the “Master Agreement”) which is incorporated by reference and made a part hereof. In the event of any inconsistency between the terms of the Master Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction.

No modifications, additions or deletions to this Confirmation or the terms and conditions of the Master Agreement shall be binding or effective until accepted in a separate writing by the Parties.

7

Name:  
Title:  
Date:

\_\_\_\_\_

Public Service Company of New Hampshire

Name:  
Title:  
Date:

\_\_\_\_\_

Indeck Energy-Alexandria, LLC

*[Handwritten Signature]*

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

REDACTED

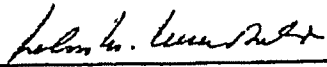


REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

Indeck Energy-Alexandria, LLC

  
\_\_\_\_\_  
Name: John M. MacDonald  
Title: Vice President, Generation  
Date: August 19, 2011

\_\_\_\_\_  
Name:  
Title:  
Date:

**Annex "A"**  
**ATTACHMENT TO TRANSACTION CONFIRMATION**

This Transaction shall be governed by General Terms and Conditions of the EEI Master Power Purchase and Sale Agreement, Version 2.1 (modified 4/25/00)("Master Agreement") which is incorporated by reference and made a part hereof. The elections contained on the Cover Sheet to the Master Agreement shall not be applicable to this Confirmation, except as provided below:

<p><u>Article One</u> General Definitions</p>	<p>Except as otherwise provided herein, all product or market-related terms capitalized but not defined herein shall have the meaning given such terms (or any successor thereto) from time to time pursuant to ISO New England Manual M-35 (Definitions and Abbreviations) or the applicable ISO New England System Rules, each as may be amended from time to time. "ISO New England System Rules" means Market Rule 1, the ISO New England Information Policy, the ISO Administrative Procedures, the Reliability Standards, the ISO New England Manuals and any other system rules, procedures or criteria for the operation of the NEPOOL System and administration of the NEPOOL Market, the Restated NEPOOL Agreement, the NEPOOL Open Access Transmission Tariff, and any successor agreements and/or tariffs accepted or approved by FERC, including any successor agreements and/or tariffs relating to the formation of a regional transmission organization in New England or any other successor to NEPOOL and/or ISO New England Inc.</p>
<p><u>Article Two</u> Transaction Terms and Conditions</p>	<p><input checked="" type="checkbox"/> Optional Provision in Section 2.4 applies; provided, however, that the words "either orally or" in the seventh line are deleted.</p>
<p><u>Article Four</u> Remedies for Failure to Deliver/Receive</p>	<p>Article 4 as set forth in the Master Agreement is applicable, with the following election:</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Accelerated Payment of Damages. [If not checked, inapplicable.]</p>
<p><u>Article Five</u> Events of Default</p>	<p><input checked="" type="checkbox"/> Applicable with the exception of Section 5.1(g) (Cross Default). Option A applies in Section 5.6 (Closeout Setoffs).</p>
<p><u>Article Eight</u> Credit and Collateral</p>	<p>Article Eight is not applicable.</p>
<p><u>Article Ten</u></p>	<p><input checked="" type="checkbox"/> Confidentiality Applicable</p>
<p>Miscellaneous</p>	<p>Schedule M shall not apply</p> <p>Schedule P shall apply</p>

In the event of any inconsistency between the terms of the EEI Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction, subject to the provisions of Section 2.4 as amended above.

Annex B

**PROCEDURES TO BE UTILIZED BY SELLER AND/OR THEIR DESIGNEES FOR ENTERING AND CONFIRMING DAILY INTERNAL BILATERAL TRANSACTIONS (“IBTs”) WITHIN THE ISO-NE SETTLEMENT MARKET SYSTEM (“SMS”)**

**1. SELLER WILL PERFORM THE FOLLOWING: Remit Station Generation Information; Enter Energy [Day-Ahead / Real Time] IBTs**

By 9:00 AM each business day Seller will forward (by email) the following information to PSNH:

- The expected hourly output of the Facility through the following business day (including weekends and NERC holidays).
- Notification of any Facility known challenges or expected schedule changes for the following 7-day period.

Email is the preferred means of communication. However, if email is not available, Seller will telephone the primary contact (or secondary contact) from PSNH to determine the best means for providing the above data.

At least four (4) hours prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)) but subsequent to the Operating Day(s), Seller will enter [Day-Ahead / Real Time] IBTs (Marginal Loss Revenue Allocation is not checked) for the associated Operating Day(s) into the SMS to transfer, from Seller to PSNH, the actual Energy amounts generated by the Facility during the applicable Operating Day(s). Once the Daily IBTs have been entered, Seller will then send an email that notifies PSNH that the daily information is available and ready for confirmation. The actual Energy amounts generated by the Facility will be based on metered data provided to or made available to the Seller by PSNH as Host Participant/Meter Reader.

**2. PSNH WILL PERFORM THE FOLLOWING: confirm on a daily basis the [Day-Ahead / Real Time] IBTs**

The [Day-Ahead / Real Time] IBTs will be confirmed by PSNH prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)). The [Day-Ahead / Real Time] IBTs for the Operating Day(s) will be entered by Seller and be ready for confirmation by PSNH no later than four (4) hours prior to the IBT Trading Deadline.

If the appropriate confirmation of a contract does not take place, or does not take place within the allowed timeframes with supporting schedules, a financial settlement outside of the ISO-NE settlement process will need to take place.

**Primary Contact for PSNH:**

Patrick Smith  
 860-665-4573 (phone)  
 860-665-4588 (fax)  
[smithpp@nu.com](mailto:smithpp@nu.com)

**Secondary Contact for PSNH:**

Robert Olson  
 860-665-4558  
 860-665-4588 (fax)  
[Olsonrm@nu.com](mailto:Olsonrm@nu.com)

**MASTER POWER PURCHASE AND SALE AGREEMENT  
COVER SHEET**

This *Transaction Confirmation* is made as of the following date: August 19, 2011 ("Effective Date").

The Parties to this *Transaction Confirmation* are the following:

Name ("PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE " or "Party A")

Name: **SPRINGFIELD POWER, LLC**  
("Counterparty" or "Party B")

All Notices

All Notices:


Street: 780 N. Commercial Street  
P. O. Box 330

Street: 600 West Broadway, Suite 1600

City: Manchester, NH Zip: 03105-0330

City: San Diego, CA Zip: 92101

Attn: : Manager, Supplemental Energy  
Sources Department  
Phone: (603) 634-2312 \_\_\_\_\_  
Facsimile: 603) 634-2449 \_\_\_\_\_  
Federal Tax ID Number: \_\_\_\_\_

Attn: Contract Administration  
Phone: (619) 232-6564 \_\_\_\_\_  
Facsimile: (619) 232-6116 \_\_\_\_\_  
Duns: NA \_\_\_\_\_  
Federal Tax ID Number:  \_\_\_\_\_

**Invoices:**

Attn: Same As Above  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Invoices:**

Attn: Albert Ham \_\_\_\_\_  
Phone: (619) 232-6564 \_\_\_\_\_  
Facsimile: (619) 232-6116 \_\_\_\_\_

**Scheduling:**

Attn: See Annex B  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Scheduling:**

Attn: Plant Manager \_\_\_\_\_  
Phone: (603) 763-4757 \_\_\_\_\_  
Facsimile: (603) 763-9860 \_\_\_\_\_

**Payments:**

Attn: Same As Above  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Payments:**

Attn: Albert Ham \_\_\_\_\_  
Phone: (619) 232-6564 \_\_\_\_\_  
Facsimile: (619) 232-6116 \_\_\_\_\_

**Wire Transfer:**

BNK: N/A  
ABA: \_\_\_\_\_  
ACCT: \_\_\_\_\_

**Wire Transfer:**

BNK:  \_\_\_\_\_  
ABA:  \_\_\_\_\_  
ACCT:  \_\_\_\_\_

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

Attn: Assistant General Counsel  
Phone: (603) 634-3355  
Facsimile: (603) 634-2438

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

Attn: John Wood \_\_\_\_\_  
Phone: (619) 398-8446 \_\_\_\_\_  
Facsimile: (619) 232-6116 \_\_\_\_\_

**CONFIRMATION**

This Transaction Confirmation (“Confirmation”) is by and between Springfield Power, LLC (“Seller”) and Public Service Company of New Hampshire (“PSNH”) (each a “Party” and collectively, the “Parties”). This Confirmation is for the sale of Unit Contingent Energy (as defined below) from Seller’s Facility to PSNH (the “Transaction”). The following terms and conditions shall apply to this Transaction:

- Buyer:** Public Service Company of New Hampshire
- Seller:** Springfield Power, LLC
- Facility:** Seller’s 17.5 net MW biomass fired generating facility which is located in Springfield, New Hampshire, identified in the ISO-NE market settlement system with the Asset ID # 436.
- Product:** Unit Contingent Energy
- Quantity Cap:** Not to exceed a total of 241,500 MWh of Unit Contingent Energy delivered anytime during the Term.
- Term:** The Term is from i) the latter of NH PUC Approval or June 1, 2012 to ii) the first to occur of the sale and purchase of 241,500 MWh of Unit Contingent Energy (“Quantity Cap”) or March 1, 2014.
- Delivery Period:** From the latter of NH PUC Approval or June 1, 2012, to March 1, 2014, 24 hours per day, 7 days per week.
- Energy Price:** Effective during the Term, PSNH will compensate Seller for Unit Contingent Energy received at the Delivery Point in accordance with the pricing provisions set forth below. All prices for Unit Contingent Energy are expressed in terms of \$/MWh.

Energy Price Table

	<u>All Hours</u>
2012	\$69/MWh
2013	\$69/MWh
2014	\$69/MWh

**Fuel Price Adjustment:**

A quarterly Fuel Price Adjustment Payment shall be determined to account for changes in wood prices payable by the Facility, based upon the following:

“Initial Wood Price” means a price equal to the average delivered wood price to the Facility over the six-month period preceding June 1, 2012, but not more than [REDACTED] per ton nor less than [REDACTED] per ton (subject to verification, review and approval by the NH PUC).

For a calendar quarter in which the actual, average delivered wood price to the Facility exceeds the Initial Wood Price, the Fuel Price Adjustment (“FPA”), in dollars per ton, shall equal 80% of the amount by which the actual, average price for wood delivered to the Facility for such quarter exceeds the Initial Wood Price. The FPA shall not exceed \$4.00/ton during 2012 and \$6.00/ton during 2013 and 2014. A Fuel Price Adjustment Payment (“FPAP”), as calculated below, shall be paid by the Buyer to the Seller in accordance with the provisions of this Confirmation.

For a calendar quarter in which the actual, average delivered wood price to the Facility is less than the Initial Wood Price, the FPA, in dollars per ton, shall equal 80% of the amount by which the actual, average price for wood delivered to the Facility for such quarter is less than the Initial Wood Price. The FPA shall not exceed \$4.00/ton during 2012 and \$6.00/ton during 2013 and 2014. A FPAP, as calculated below, shall be paid by the Seller to the Buyer in accordance with the provisions of this Confirmation.

The FPA, in dollars per ton, shall be multiplied by 1.80 tons per MWh and further multiplied by the MWh delivered in the quarter to determine the FPAP that is due to either the Seller or the Buyer.

Actual fuel prices (the quarterly total dollar amount paid for delivered wood by the Facility, the quarterly total tons of wood delivered to the Facility) and the MWh for such quarter shall be supplied to PSNH by the Seller within 30 days of the end of the applicable calendar quarter. The FPAP, if any due to Seller or Buyer (as the case may be) shall be paid within 30 days thereafter.

As soon as possible after the end of a calendar year, audited fuel price costs, total tonnage for wood fuel, and total MWh delivered for the year then ended

by quarter shall be supplied to PSNH by the Seller and within 30 days thereafter, the quarterly FPAPs from the applicable calendar year shall be recalculated and adjusted, if necessary by written notice to Seller by PSNH. Any adjustment payment payable by Seller or Buyer, as the case may be, will be reflected on the next following invoice, and paid in accordance with the terms hereof. Any adjustment payment due after the end of the Term of this Agreement shall be made within 30 days of receipt of the audited information.

Buyer shall have the right, upon reasonable prior notice and during regular business hours, to audit the prices paid for wood fuel by the Facility during the Term of this Agreement. All costs of such audit shall be borne by Buyer.

**Capacity/ Renewable Energy Credits:**

During the Term, the Seller will be responsible for all Forward Capacity Market ("FCM") and Renewable Energy Credit ("REC") actions required of the Facility in the ISO-NE, NEPOOL GIS or State markets and will receive the Capacity Supply Obligation as well as REC's and all payments and penalties associated with the FCM and REC's for this Facility.

**Payment Schedule:**

The payment schedule shall be on a calendar month basis with approved invoices paid by the 21<sup>st</sup> day of the next month. If any portion of an invoice is disputed by Buyer, Buyer shall pay the undisputed portion in full and Buyer and Seller shall seek to resolve the disputed portion as promptly as possible.

**Delivery Point:**

The Delivery Point shall be at the 13.8 kV interconnection between the Facility and Buyer's facilities as specified in Seller's existing Interconnection Agreement.

**Scheduling:**

Seller will remain the designated Generator Asset Owner and Lead Participant in accordance with ISO-NE rules and procedures. Seller will comply with the procedure set forth in Annex B for entering and confirming daily internal bilateral transactions ("IBTs") within the ISO-NE settlement market system ("SMS"). Prior to the term of this Confirmation, Seller shall elect whether it will participate in the ISO-NE Day-Ahead or Real-Time markets, and notify Buyer of such election.

Seller shall schedule planned outages during Spring or Fall periods, and shall coordinate outages with Buyer to maximize the value of generation to the Buyer. Seller will communicate information relative to changes in plant operational status (e.g. unscheduled outages) in a timely manner.

Buyer and Seller shall cooperate and take such actions as required by ISO-NE, New Hampshire Satellite office to comply with ISO New England System Rules, reliability needs and auditing requirements.

**Conditions:**

This Confirmation and the transactions contemplated hereunder are subject to the following conditions:

- Receipt of NH PUC Approval. Should NH PUC Approval not be forthcoming, this Confirmation and any transactions contemplated hereunder shall terminate.
- Closing on the construction debt financing for a proposed wood-fired power plant of approximately 67 MW to be located in Berlin, New Hampshire which is the subject of the Amended Power Purchase Agreement with PSNH approved by the New Hampshire Public Utilities Commission in Docket No. DE 10-195, such that no less than \$2.25 million of the New Markets Tax Credits in the debt financing transaction are allocated to the community loan fund and \$500,000 for use by the City of Berlin that will be the source of funding for certain community benefits and economic development resources related to the Berlin Station project, as described in the New Hampshire Site Evaluation Committee's "Decision Granting Site and Facility with Conditions" dated November 8, 2010, in its Docket No.2009-02 at page 44, and the closing of which must occur on or prior to August 30, 2011.
- The Facility shall maintain its status as a "qualifying facility" pursuant to 18 C.F.R. Part 292 prior to the Term of this Agreement and maintain such status throughout such Term.

**Confidentiality:**

The Parties agree to keep confidential the terms and provisions set forth in this Confirmation and all transactions hereunder, except as may be required by Law or necessary to obtain regulatory approval from the NH PUC.

In the event it becomes necessary for Buyer to submit any of Seller's commercially sensitive information, including, but not limited to, the Seller's or the Facility's operational and financial data, to any person or entity, including (without limitation) the NH PUC, Buyer shall: (i) provide prompt notice to Seller of its intent to submit such information, (ii) identify the person or entity to whom the information is to be submitted, (iii) make any such submission as confidential or under a request for confidential treatment or protective order, and (iv) provide a copy of the submission to Seller.

**Definitions:**

"Capacity Supply Obligation" shall be given the meaning given it in ISO NE Market Rule 1.

"Day-Ahead Locational Marginal Price" shall be given the meaning given it in ISO NE Market Rule 1.

"Unit Contingent" means, with respect to this Confirmation, that delivery or receipt of the Product from the Facility may be interrupted for any reason or for no reason by Seller, without liability on the part of either Party. However, Buyer shall be entitled to 100% of the output from the Facility during the Term of this Agreement.

"NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity,



that accounts for the generation attributes of electricity generated within New England.

“NH PUC Approval” means receipt of a final, nonappealable decision from the New Hampshire Public Utilities Commission, approving the Petition as submitted without alteration, modification or condition, and allowing for full cost recovery of the rates, terms and conditions of this Agreement by the Buyer in a manner not to increase the Buyer’s energy service rate as set forth in the Petition;

“Petition” means the pleading filed with the NH PUC to commence a proceeding for the purpose of seeking the NH PUC’s approval of this transaction and all related matters set forth therein.

“Renewable Energy Certificate” (“RECs”) is a NEPOOL GIS Certificate that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS that could be used to satisfy various State Renewable Portfolio Standards.

**Governing Terms:**

All other terms and conditions not specified herein shall be in accordance with, and subject to, the attached Annex A and the terms and conditions of that certain EEI Master Power Purchase and Sale Agreement, dated as of April 25, 2000, between Seller and Buyer (the “Master Agreement”) which is incorporated by reference and made a part hereof. In the event of any inconsistency between the terms of the Master Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction.

No modifications, additions or deletions to this Confirmation or the terms and conditions of the Master Agreement shall be binding or effective until accepted in a separate writing by the Parties.

Buyer and Seller execute this Confirmation this 9. day of August, 2011.

REDACTED

Public Service Company of New Hampshire

Springfield Power, LLC

Name:  
Title:  
Date:

Name:  
Title:  
Date:

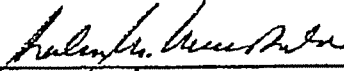
*[Handwritten Signature]*  
Name: *Terry Williams*  
Title: *President/CEO*

REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

Springfield Power, LLC

  
\_\_\_\_\_  
Name: John M. MacDonald  
Title: Vice President, Generation  
Date: August 19, 2011

\_\_\_\_\_  
Name:  
Title:  
Date:

**Annex "A"**  
**ATTACHMENT TO TRANSACTION CONFIRMATION**

This Transaction shall be governed by General Terms and Conditions of the EEI Master Power Purchase and Sale Agreement, Version 2.1 (modified 4/25/00) ("Master Agreement") which is incorporated by reference and made a part hereof. The elections contained on the Cover Sheet to the Master Agreement shall not be applicable to this Confirmation, except as provided below:

<p><u>Article One</u> General Definitions</p>	<p>Except as otherwise provided herein, all product or market-related terms capitalized but not defined herein shall have the meaning given such terms (or any successor thereto) from time to time pursuant to ISO New England Manual M-35 (Definitions and Abbreviations) or the applicable ISO New England System Rules, each as may be amended from time to time. "ISO New England System Rules" means Market Rule 1, the ISO New England Information Policy, the ISO Administrative Procedures, the Reliability Standards, the ISO New England Manuals and any other system rules, procedures or criteria for the operation of the NEPOOL System and administration of the NEPOOL Market, the Restated NEPOOL Agreement, the NEPOOL Open Access Transmission Tariff, and any successor agreements and/or tariffs accepted or approved by FERC, including any successor agreements and/or tariffs relating to the formation of a regional transmission organization in New England or any other successor to NEPOOL and/or ISO New England Inc.</p>
<p><u>Article Two</u> Transaction Terms and Conditions</p>	<p><input checked="" type="checkbox"/> Optional Provision in Section 2.4 applies; provided, however, that the words "either orally or" in the seventh line are deleted.</p>
<p><u>Article Four</u> Remedies for Failure to Deliver/Receive</p>	<p>Article 4 as set forth in the Master Agreement is applicable, with the following election:</p> <p align="center"><input checked="" type="checkbox"/> Accelerated Payment of Damages. [If not checked, inapplicable.]</p>
<p><u>Article Five</u> Events of Default</p>	<p><input checked="" type="checkbox"/> Applicable with the exception of Section 5.1(g) (Cross Default). Option A applies in Section 5.6 (Closeout Setoffs).</p>
<p><u>Article Eight</u> Credit and Collateral</p>	<p>Article Eight is not applicable.</p>
<p><u>Article Ten</u></p>	<p><input checked="" type="checkbox"/> Confidentiality Applicable</p>
<p>Miscellaneous</p>	<p>Schedule M shall not apply</p> <p>Schedule P shall apply</p>

In the event of any inconsistency between the terms of the EEI Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction, subject to the provisions of Section 2.4 as amended above.

Annex B

**PROCEDURES TO BE UTILIZED BY SELLER AND/OR THEIR DESIGNEES FOR ENTERING AND CONFIRMING DAILY INTERNAL BILATERAL TRANSACTIONS (“IBTs”) WITHIN THE ISO-NE SETTLEMENT MARKET SYSTEM (“SMS”)**

**1. SELLER WILL PERFORM THE FOLLOWING: Remit Station Generation Information; Enter Energy [Day-Ahead / Real Time] IBTs**

By 9:00 AM each business day Seller will forward (by email) the following information to PSNH:

- The expected hourly output of the Facility through the following business day (including weekends and NERC holidays).
- Notification of any Facility known challenges or expected schedule changes for the following 7-day period.

Email is the preferred means of communication. However, if email is not available, Seller will telephone the primary contact (or secondary contact) from PSNH to determine the best means for providing the above data.

At least four (4) hours prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)) but subsequent to the Operating Day(s), Seller will enter [Day-Ahead / Real Time] IBTs (Marginal Loss Revenue Allocation is not checked) for the associated Operating Day(s) into the SMS to transfer, from Seller to PSNH, the actual Energy amounts generated by the Facility during the applicable Operating Day(s). Once the Daily IBTs have been entered, Seller will then send an email that notifies PSNH that the daily information is available and ready for confirmation. The actual Energy amounts generated by the Facility will be based on metered data provided to or made available to the Seller by PSNH as Host Participant/Meter Reader.

**2. PSNH WILL PERFORM THE FOLLOWING: confirm on a daily basis the [Day-Ahead / Real Time] IBTs**

The [Day-Ahead / Real Time] IBTs will be confirmed by PSNH prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)). The [Day-Ahead / Real Time] IBTs for the Operating Day(s) will be entered by Seller and be ready for confirmation by PSNH no later than four (4) hours prior to the IBT Trading Deadline.

If the appropriate confirmation of a contract does not take place, or does not take place within the allowed timeframes with supporting schedules, a financial settlement outside of the ISO-NE settlement process will need to take place.

**Primary Contact for PSNH:**

Patrick Smith  
 860-665-4573 (phone)  
 860-665-4588 (fax)  
[smithpp@nu.com](mailto:smithpp@nu.com)

**Secondary Contact for PSNH:**

Robert Olson  
 860-665-4558  
 860-665-4588 (fax)  
[Olsonrm@nu.com](mailto:Olsonrm@nu.com)

**MASTER POWER PURCHASE AND SALE AGREEMENT  
COVER SHEET**

This *Transaction Confirmation* is made as of the following date: August 19, 2011 ("Effective Date").

The Parties to this *Transaction Confirmation* are the following:

Name ("PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE " or "Party A")

Name (BRIDGEWATER POWER  
COMPANY, LP "Counterparty" or "Party  
B")

All Notices

All Notices:

Street: 780 N. Commercial Street  
P. O. Box 330

Street: PO Box 678

City: Manchester, NH Zip: 03105-0330

City: Ashland, NH Zip: 03217-0678

Attn: : Manager, Supplemental Energy  
Sources Department  
Phone: (603) 634-2312  
Facsimile: 603) 634-2449  
Federal Tax ID Number:

Attn: Michael O'Leary  
Phone: 603-968-9602 x11  
Facsimile: 603-968-9605  
Duns: NA  
Federal Tax ID Number:

**Invoices:**

Attn: Same As Above  
Phone:  
Facsimile:

**Invoices:**

Attn: Same As Above  
Phone: 603-968-9602 x11  
Facsimile: 603-968-9605

**Scheduling:**

Attn: Same As above  
Phone:  
Facsimile:

**Payments:**

Attn: Same As Above  
Phone:  
Facsimile:

**Payments:**

Attn: Same As Above  
Phone:  
Facsimile:

**Wire Transfer:**

BNK: N/A  
ABA:  
ACCT:

**Wire Transfer:**

BNK:  
ABA:  
ACCT:

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

Attn: Assistant General Counsel  
Phone: (603) 634-3355  
Facsimile: (603) 634-2438

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

Attn: Ken Kilgroe  
Phone: 205-987-5544  
Facsimile: 205-987-5568

**CONFIRMATION**

This Transaction Confirmation (“Confirmation”) is by and between Bridgewater Power Company, L.P. (“Seller”) and Public Service Company of New Hampshire (“PSNH”) (each a “Party” and collectively, the “Parties”). This Confirmation is for the sale of Unit Contingent Energy (as defined below) from Seller’s Facility to PSNH (the “Transaction”). The following terms and conditions shall apply to this Transaction:

- Buyer:** Public Service Company of New Hampshire
- Seller:** Bridgewater Power Company, L.P.
- Facility:** Seller’s 15 MW biomass fired generating facility which is located in Bridgewater, New Hampshire, identified in the ISO-NE market settlement system with the Asset ID # 357.
- Product:** Unit Contingent Energy
- Quantity Cap:** Not to exceed a total of 218,750 MWh of Unit Contingent Energy delivered anytime during the Term.
- Term:** The Term is from the date of NH PUC Approval to the first to occur of the sale and purchase of 218,750 MWh of Unit Contingent Energy (“Quantity Cap”) or the expiration of six hundred thirty-eight (638) days from the date of the NH PUC Approval.
- Delivery Period:** From the date of NH PUC Approval to the end of the Term, 24 hours per day, 7 days per week.
- Energy Price:** Effective during the Term, PSNH will compensate Seller for Unit Contingent Energy received at the Delivery Point in accordance with the pricing provisions set forth below. All prices for Unit Contingent Energy are expressed in terms of \$/MWh.

**Energy Price Table**

	<u>All Hours</u>
2011	\$69/MWh
2012	\$69/MWh
2013	\$69/MWh

**Fuel Price Adjustment:**

A quarterly Fuel Price Adjustment Payment shall be determined to account for changes in wood prices payable by the Facility, based upon the following:

“Initial Wood Price” means \$ [REDACTED] per ton (subject to verification, review and approval by the NH PUC).

For a calendar quarter in which the actual, average delivered wood price to the Facility exceeds the Initial Wood Price, the Fuel Price Adjustment (“FPA”), in dollars per ton, shall equal 90% of the amount by which the actual, average price for wood delivered to the Facility for such quarter exceeds the Initial Wood Price. However, the FPA shall not exceed 90% of the positive difference, if any, between (i) the price of wood fuel delivered to Buyer’s wood-fired Unit 5 at Schiller Station (in\$/ton), minus (ii) the Initial Wood Price. A Fuel Price Adjustment Payment (“FPAP”), as calculated below, shall be paid by the Buyer to the Seller in accordance with the provisions of this Confirmation.

For a calendar quarter in which the actual, average delivered wood price to the Facility is less than the Initial Wood Price, the FPA, in dollars per ton, shall equal 50% of the amount by which the actual, average price for wood delivered to the Facility for such quarter is less than the Initial Wood Price. A FPAP, as calculated below, shall be paid by the Seller to the Buyer in accordance with the provisions of this Confirmation.

The FPA, in dollars per ton, shall be multiplied by 1.80 tons per MWh and further multiplied by the MWh delivered in the quarter to determine the FPAP that is due to either the Seller or the Buyer.

Actual fuel prices (the quarterly total dollar amount paid for delivered wood by the Facility, the quarterly total tons of wood delivered to the Facility) and the MWh for such quarter shall be supplied to PSNH by the Seller within 30 days of the end of the applicable calendar quarter. The FPAP, if any due to Seller or Buyer (as the case may be) shall be paid within 30 days thereafter.

As soon as possible after the end of a calendar year, audited fuel price costs, total tonnage for wood fuel, and total MWh delivered for the year then ended by quarter shall be supplied to PSNH by the Seller and within 30 days



thereafter, the quarterly FPAPs from the applicable calendar year shall be recalculated and adjusted, if necessary by written notice to Seller by PSNH. Any adjustment payment payable by Seller or Buyer, as the case may be, will be reflected on the next following invoice, and paid in accordance with the terms hereof. Any adjustment payment due after the end of the Term of this Agreement shall be made within 30 days of receipt of the audited information.

Buyer shall have the right, upon reasonable prior notice and during regular business hours, to audit the prices paid for wood fuel by the Facility during the Term of this Agreement. All costs of such audit shall be borne by Buyer.

**Capacity/ Renewable Energy Credits:**

During the Term, the Seller will be responsible for all Forward Capacity Market ("FCM") and Renewable Energy Credit ("REC") actions required of the Facility in the ISO-NE, NEPOOL GIS or State markets and will receive the Capacity Supply Obligation as well as REC's and all payments and penalties associated with the FCM and REC's for this Facility.

**Payment Schedule:**

The payment schedule shall be on a calendar month basis with approved invoices paid by the 21<sup>st</sup> day of the next month. If any portion of an invoice is disputed by Buyer, Buyer shall pay the undisputed portion in full and Buyer and Seller shall seek to resolve the disputed portion as promptly as possible.

**Delivery Point:**

The Delivery Point shall be at the 34 kV interconnection between the Facility and Buyer's facilities as specified in Seller's existing Interconnection Agreement.

**Scheduling:**

Seller will remain the designated Generator Asset Owner and Lead Participant in accordance with ISO-NE rules and procedures. Seller will comply with the procedure set forth in Annex B for entering and confirming daily internal bilateral transactions ("IBTs") within the ISO-NE settlement market system ("SMS"). Prior to the term of this Confirmation, Seller shall elect whether it will participate in the ISO-NE Day-Ahead or Real-Time markets, and notify Buyer of such election.

Seller shall schedule planned outages during Spring or Fall periods, and shall coordinate outages with Buyer to maximize the value of generation to the Buyer. Seller will communicate information relative to changes in plant operational status (e.g. unscheduled outages) in a timely manner.

Buyer and Seller shall cooperate and take such actions as required by ISO-NE, New Hampshire Satellite office to comply with ISO New England System Rules, reliability needs and auditing requirements.

**Conditions:**

This Confirmation and the transactions contemplated hereunder are subject to the following conditions:

- Receipt of NH PUC Approval. Should NH PUC Approval not be forthcoming, this Confirmation and any transactions contemplated hereunder shall terminate.

- Closing on the construction debt financing for a proposed wood-fired power plant of approximately 67 MW to be located in Berlin, New Hampshire which is the subject of the Amended Power Purchase Agreement with PSNH approved by the New Hampshire Public Utilities Commission in Docket No. DE 10-195, such that no less than \$2.25 million of the New Markets Tax Credits in the debt financing transaction are allocated to the community loan fund and \$500,000 for use by the City of Berlin that will be the source of funding for certain community benefits and economic development resources related to the Berlin Station project, as described in the New Hampshire Site Evaluation Committee's "Decision Granting Site and Facility with Conditions" dated November 8, 2010, in its Docket No.2009-02 at page 44, and the closing of which must occur on or prior to August 30, 2011.
- The Facility shall maintain its status as a "qualifying facility" pursuant to 18 C.F.R. Part 292 prior to the Term of this Agreement and maintain such status throughout such Term.

**Confidentiality:**

The Parties agree to keep confidential the terms and provisions set forth in this Confirmation and all transactions hereunder, except as may be required by Law or necessary to obtain regulatory approval from the NH PUC.

In the event it becomes necessary for Buyer to submit any of Seller's commercially sensitive information, including, but not limited to, the Seller's or the Facility's operational and financial data, to any person or entity, including (without limitation) the NH PUC, Buyer shall: (i) provide prompt notice to Seller of its intent to submit such information, (ii) identify the person or entity to whom the information is to be submitted, (iii) make any such submission as confidential or under a request for confidential treatment or protective order, and (iv) provide a copy of the submission to Seller.

**Definitions:**

"Capacity Supply Obligation" shall be given the meaning given it in ISO NE Market Rule 1.

"Day-Ahead Locational Marginal Price" shall be given the meaning given it in ISO NE Market Rule 1.

"Unit Contingent" means, with respect to this Confirmation, that delivery or receipt of the Product from the Facility may be interrupted for any reason or for no reason by Seller, without liability on the part of either Party. However, Buyer shall be entitled to 100% of the output from the Facility during the Term of this Agreement.

"NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England.

"NH PUC Approval" means receipt of a final, nonappealable decision from the New Hampshire Public Utilities Commission, approving the Petition as

submitted without alteration, modification or condition, and allowing for full cost recovery of the rates, terms and conditions of this Agreement by the Buyer in a manner not to increase the Buyer's energy service rate as set forth in the Petition;

"Petition" means the pleading filed with the NH PUC to commence a proceeding for the purpose of seeking the NH PUC's approval of this transaction and all related matters set forth therein.

"Renewable Energy Certificate" ("RECs") is a NEPOOL GIS Certificate that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS that could be used to satisfy various State Renewable Portfolio Standards.

**Governing Terms:**

All other terms and conditions not specified herein shall be in accordance with, and subject to, the attached Annex A and the terms and conditions of that certain EEI Master Power Purchase and Sale Agreement, dated as of April 25, 2000, between Seller and Buyer (the "Master Agreement") which is incorporated by reference and made a part hereof. In the event of any inconsistency between the terms of the Master Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction.

No modifications, additions or deletions to this Confirmation or the terms and conditions of the Master Agreement shall be binding or effective until accepted in a separate writing by the Parties.

REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

Bridgewater Power Company, L.P.,  
By its General Partners:

\_\_\_\_\_  
Name:  
Title:  
Date:

PSEG New Hampshire, Inc.

*Peter Maguire*  
\_\_\_\_\_  
Name:  
Title: PETER MAGUIRE  
Date: VICE PRESIDENT  
8/19/2011  
AND

New Hampshire Cogen, Inc.

\_\_\_\_\_  
Name:  
Title:  
Date:

REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

Bridgewater Power Company, L.P.,  
By its General Partners:

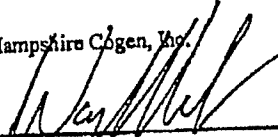
\_\_\_\_\_  
Name:  
Title:  
Date:

PSEG New Hampshire, Inc.

\_\_\_\_\_  
Name:  
Title:  
Date:

AND

New Hampshire Cogen, Inc.

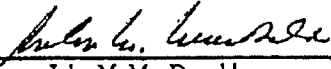
  
\_\_\_\_\_  
Name: Wayne B. Nelson  
Title: President  
Date: 8/19/11

REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

Bridgewater Power Company, L.P.,  
By its General Partners:

  
\_\_\_\_\_  
Name: John M. MacDonald  
Title: Vice President, Generation  
Date: August 19, 2011

PSEG New Hampshire, Inc.

\_\_\_\_\_  
Name:  
Title:  
Date:

AND

New Hampshire Cogen, Inc.

\_\_\_\_\_  
Name:  
Title:  
Date:

**Annex "A"**  
**ATTACHMENT TO TRANSACTION CONFIRMATION**

This Transaction shall be governed by General Terms and Conditions of the EEI Master Power Purchase and Sale Agreement, Version 2.1 (modified 4/25/00) ("Master Agreement") which is incorporated by reference and made a part hereof. The elections contained on the Cover Sheet to the Master Agreement shall not be applicable to this Confirmation, except as provided below:

<p><u>Article One</u> General Definitions</p>	<p>Except as otherwise provided herein, all product or market-related terms capitalized but not defined herein shall have the meaning given such terms (or any successor thereto) from time to time pursuant to ISO New England Manual M-35 (Definitions and Abbreviations) or the applicable ISO New England System Rules, each as may be amended from time to time. "ISO New England System Rules" means Market Rule 1, the ISO New England Information Policy, the ISO Administrative Procedures, the Reliability Standards, the ISO New England Manuals and any other system rules, procedures or criteria for the operation of the NEPOOL System and administration of the NEPOOL Market, the Restated NEPOOL Agreement, the NEPOOL Open Access Transmission Tariff, and any successor agreements and/or tariffs accepted or approved by FERC, including any successor agreements and/or tariffs relating to the formation of a regional transmission organization in New England or any other successor to NEPOOL and/or ISO New England Inc.</p>
<p><u>Article Two</u> Transaction Terms and Conditions</p>	<p><input checked="" type="checkbox"/> Optional Provision in Section 2.4 applies; provided, however, that the words "either orally or" in the seventh line are deleted.</p>
<p><u>Article Four</u> Remedies for Failure to Deliver/Receive</p>	<p>Article 4 as set forth in the Master Agreement is applicable, with the following election:</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Accelerated Payment of Damages. [If not checked, inapplicable.]</p>
<p><u>Article Five</u> Events of Default</p>	<p><input checked="" type="checkbox"/> Applicable with the exception of Section 5.1(g) (Cross Default). Option A applies in Section 5.6 (Closeout Setoffs).</p>
<p><u>Article Eight</u> Credit and Collateral</p>	<p>Article Eight is not applicable.</p>
<p><u>Article Ten</u></p>	<p><input checked="" type="checkbox"/> Confidentiality Applicable</p>
<p>Miscellaneous</p>	<p>Schedule M shall not apply</p> <p>Schedule P shall apply</p>

In the event of any inconsistency between the terms of the EEI Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction, subject to the provisions of Section 2.4 as amended above.

Annex B

**PROCEDURES TO BE UTILIZED BY SELLER AND/OR THEIR DESIGNEES FOR ENTERING AND CONFIRMING DAILY INTERNAL BILATERAL TRANSACTIONS (“IBTs”) WITHIN THE ISO-NE SETTLEMENT MARKET SYSTEM (“SMS”)**

**1. SELLER WILL PERFORM THE FOLLOWING: Remit Station Generation Information; Enter Energy [Day-Ahead / Real Time] IBTs**

By 9:00 AM each business day Seller will forward (by email) the following information to PSNH:

- The expected hourly output of the Facility through the following business day (including weekends and NERC holidays).
- Notification of any Facility known challenges or expected schedule changes for the following 7-day period.

Email is the preferred means of communication. However, if email is not available, Seller will telephone the primary contact (or secondary contact) from PSNH to determine the best means for providing the above data.

At least four (4) hours prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)) but subsequent to the Operating Day(s), Seller will enter [Day-Ahead / Real Time] IBTs (Marginal Loss Revenue Allocation is not checked) for the associated Operating Day(s) into the SMS to transfer, from Seller to PSNH, the actual Energy amounts generated by the Facility during the applicable Operating Day(s). Once the Daily IBTs have been entered, Seller will then send an email that notifies PSNH that the daily information is available and ready for confirmation. The actual Energy amounts generated by the Facility will be based on metered data provided to or made available to the Seller by PSNH as Host Participant/Meter Reader.

**2. PSNH WILL PERFORM THE FOLLOWING: confirm on a daily basis the [Day-Ahead / Real Time] IBTs**

The [Day-Ahead / Real Time] IBTs will be confirmed by PSNH prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)). The [Day-Ahead / Real Time] IBTs for the Operating Day(s) will be entered by Seller and be ready for confirmation by PSNH no later than four (4) hours prior to the IBT Trading Deadline.

If the appropriate confirmation of a contract does not take place, or does not take place within the allowed timeframes with supporting schedules, a financial settlement outside of the ISO-NE settlement process will need to take place.

**Primary Contact for PSNH:**

Patrick Smith  
 860-665-4573 (phone)  
 860-665-4588 (fax)  
[smithpp@nu.com](mailto:smithpp@nu.com)

**Secondary Contact for PSNH:**

Robert Olson  
 860-665-4558  
 860-665-4588 (fax)  
[Olsonrm@nu.com](mailto:Olsonrm@nu.com)



**MASTER POWER PURCHASE AND SALE AGREEMENT  
COVER SHEET**

This *Transaction Confirmation* is made as of the following date: August 19, 2011 ("Effective Date").

The Parties to this *Transaction Confirmation* are the following:

Name ("PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE " or "Party A")

Name ("PINE TREE POWER ,INC.",  
"Counterparty" or "Party B")

All Notices

All Notices:

Street: 780 N. Commercial Street  
P. O. Box 330

Street: 1990 Post Oak Blvd, Suite 1900

City: Manchester, NH Zip: 03105-0330

City: Houston, TX Zip: 77056

Attn: : Manager, Supplemental Energy  
Sources Department  
Phone: (603) 634-2312 \_\_\_\_\_  
Facsimile: 603) 634-2449 \_\_\_\_\_  
Federal Tax ID Number: \_\_\_\_\_

Attn: General Counsel, GSEGNA  
Phone: 713-636-1277  
Facsimile: 713-636-1858  
Duns: \_\_\_\_\_  
Federal Tax ID Number: [REDACTED] \_\_\_\_\_

**Invoices:**

Attn: Same As Above  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Invoices:**

Attn: Latonia Cooper \_\_\_\_\_  
Phone: 713-636-1768 \_\_\_\_\_  
Facsimile: 713-636-1401 \_\_\_\_\_

**Scheduling:**

Attn: See Annex B  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Scheduling:**

Attn: Real Time Desk \_\_\_\_\_  
Phone: 877-336-3480 \_\_\_\_\_  
Facsimile: 713-636-1894 \_\_\_\_\_

**Payments:**

Attn: Same As Above  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Payments:**

Attn: Latonia Cooper \_\_\_\_\_  
Phone: 713-636-1768 \_\_\_\_\_  
Facsimile: 713-636-1401 \_\_\_\_\_

**Wire Transfer:**

BNK: N/A  
ABA: \_\_\_\_\_  
ACCT: \_\_\_\_\_

**Wire Transfer:**

BNK: [REDACTED] \_\_\_\_\_  
ABA: [REDACTED] \_\_\_\_\_  
ACCT: [REDACTED] \_\_\_\_\_

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

Attn: Assistant General Counsel  
Phone: (603) 634-3355  
Facsimile: (603) 634-2438

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

Attn: General Counsel, GSEGNA  
Phone: 713-636-1277 \_\_\_\_\_  
Facsimile: 713-636-1858 \_\_\_\_\_

**CONFIRMATION**

This Transaction Confirmation ("Confirmation") is by and between Pinetree Power, Inc. ("Seller") and Public Service Company of New Hampshire ("PSNH") (each a "Party" and collectively, the "Parties"). This Confirmation is for the sale of Unit Contingent Energy (as defined below) from Seller's Facility to PSNH (the "Transaction"). The following terms and conditions shall apply to this Transaction:

**Buyer:** Public Service Company of New Hampshire

**Seller:** Pinetree Power, Inc.

**Facility:** Seller's 15 MW biomass fired generating facility which is located in Bethlehem, New Hampshire, identified in the ISO-NE market settlement system with the Asset ID # 337.

**Product:** Unit Contingent Energy

**Quantity Cap:** Not to exceed a total of 220,752 MWh of Unit Contingent Energy delivered anytime during the Term.

**Term:** The Term is from the date of NH PUC Approval to the first to occur of the sale and purchase of 220,752 MWh of Unit Contingent Energy ("Quantity Cap") or May 31, 2013.

**Delivery Period:** From the date of NH PUC Approval to May 31, 2013, 24 hours per day, 7 days per week.

**Energy Price:** Effective during the Term, PSNH will compensate Seller for Unit Contingent Energy received at the Delivery Point in accordance with the pricing provisions set forth below. All prices for Unit Contingent Energy are expressed in terms of \$/MWh.

Energy Price Table

	<u>All Hours</u>
2011	\$69/MWh
2012	\$69/MWh
2013	\$69/MWh

**Fuel Price Adjustment:**

A quarterly Fuel Price Adjustment Payment shall be determined to account for changes in wood prices payable by the Facility, based upon the following:

“Initial Wood Price” means \$█ per ton (subject to verification, review and approval by the NH PUC).

For a calendar quarter in which the actual, average delivered wood price to the Facility exceeds the Initial Wood Price, the Fuel Price Adjustment (“FPA”), in dollars per ton, shall equal 70% of the amount by which the actual, average price for wood delivered to the Facility for such quarter exceeds the Initial Wood Price. The FPA shall not exceed \$3.00/ton during 2011 and \$6.00/ton during 2012 and 2013. A Fuel Price Adjustment Payment (“FPAP”), as calculated below, shall be paid by the Buyer to the Seller in accordance with the provisions of this Confirmation.

For a calendar quarter in which the actual, average delivered wood price to the Facility is less than the Initial Wood Price, the FPA, in dollars per ton, shall equal 70% of the amount by which the actual, average price for wood delivered to the Facility for such quarter is less than the Initial Wood Price. The FPA shall not exceed \$3.00/ton during 2011 and \$6.00/ton during 2012 and 2013. A FPAP, as calculated below, shall be paid by the Seller to the Buyer in accordance with the provisions of this Confirmation.

The FPA, in dollars per ton, shall be multiplied by 1.80 tons per MWh and further multiplied by the MWh delivered in the quarter to determine the FPAP that is due to either the Seller or the Buyer.

Actual fuel prices (the quarterly total dollar amount paid for delivered wood by the Facility, the quarterly total tons of wood delivered to the Facility) and the MWh for such quarter shall be supplied to PSNH by the Seller within 30 days of the end of the applicable calendar quarter. The FPAP, if any due to Seller or Buyer (as the case may be) shall be paid within 30 days thereafter.

As soon as possible after the end of a calendar year, audited fuel price costs, total tonnage for wood fuel, and total MWh delivered for the year then ended by quarter shall be supplied to PSNH by the Seller and within 30 days thereafter, the quarterly FPAPs from the applicable calendar year shall be

recalculated and adjusted, if necessary by written notice to Seller by PSNH. Any adjustment payment payable by Seller or Buyer, as the case may be, will be reflected on the next following invoice, and paid in accordance with the terms hereof. Any adjustment payment due after the end of the Term of this Agreement shall be made within 30 days of receipt of the audited information.

Buyer shall have the right, upon reasonable prior notice and during regular business hours, to audit the prices paid for wood fuel by the Facility during the Term of this Agreement. All costs of such audit shall be borne by Buyer.

**Capacity/ Renewable Energy Credits:**

During the Term, the Seller will be responsible for all Forward Capacity Market ("FCM") and Renewable Energy Credit ("REC") actions required of the Facility in the ISO-NE, NEPOOL GIS or State markets and will receive the Capacity Supply Obligation as well as REC's and all payments and penalties associated with the FCM and REC's for this Facility.

**Payment Schedule:**

The payment schedule shall be on a calendar month basis with approved invoices paid by the 21<sup>st</sup> day of the next month. If any portion of an invoice is disputed by Buyer, Buyer shall pay the undisputed portion in full and Buyer and Seller shall seek to resolve the disputed portion as promptly as possible.

**Delivery Point:**

The Delivery Point shall be at the 34 kV interconnection between the Facility and Buyer's facilities as specified in Seller's existing Interconnection Agreement.

**Scheduling:**

Seller will remain the designated Generator Asset Owner and Lead Participant in accordance with ISO-NE rules and procedures. Seller will comply with the procedure set forth in Annex B for entering and confirming daily internal bilateral transactions ("IBTs") within the ISO-NE settlement market system ("SMS"). Prior to the term of this Confirmation, Seller shall elect whether it will participate in the ISO-NE Day-Ahead or Real-Time markets, and notify Buyer of such election.

Seller shall schedule planned outages during Spring or Fall periods, and shall coordinate outages with Buyer to maximize the value of generation to the Buyer. Seller will communicate information relative to changes in plant operational status (e.g. unscheduled outages) in a timely manner.

Buyer and Seller shall cooperate and take such actions as required by ISO-NE, New Hampshire Satellite office to comply with ISO New England System Rules, reliability needs and auditing requirements.

**Conditions:**

This Confirmation and the transactions contemplated hereunder are subject to the following conditions:

- Receipt of NH PUC Approval. Should NH PUC Approval not be forthcoming, this Confirmation and any transactions contemplated hereunder shall terminate.

- Closing on the construction debt financing for a proposed wood-fired power plant of approximately 67 MW to be located in Berlin, New Hampshire which is the subject of the Amended Power Purchase Agreement with PSNH approved by the New Hampshire Public Utilities Commission in Docket No. DE 10-195, such that no less than \$2.25 million of the New Markets Tax Credits in the debt financing transaction are allocated to the community loan fund and \$500,000 for use by the City of Berlin that will be the source of funding for certain community benefits and economic development resources related to the Berlin Station project, as described in the New Hampshire Site Evaluation Committee's "Decision Granting Site and Facility with Conditions" dated November 8, 2010, in its Docket No.2009-02 at page 44, and the closing of which must occur on or prior to August 30, 2011.
- The Facility shall maintain its status as a "qualifying facility" pursuant to 18 C.F.R. Part 292 prior to the Term of this Agreement and maintain such status throughout such Term.

**Confidentiality:**

The Parties agree to keep confidential the terms and provisions set forth in this Confirmation and all transactions hereunder, except as may be required by Law or necessary to obtain regulatory approval from the NH PUC.

In the event it becomes necessary for Buyer to submit any of Seller's commercially sensitive information, including, but not limited to, the Seller's or the Facility's operational and financial data, to any person or entity, including (without limitation) the NH PUC, Buyer shall: (i) provide prompt notice to Seller of its intent to submit such information, (ii) identify the person or entity to whom the information is to be submitted, (iii) make any such submission as confidential or under a request for confidential treatment or protective order, and (iv) provide a copy of the submission to Seller.

**Definitions:**

"Capacity Supply Obligation" shall be given the meaning given it in ISO NE Market Rule 1.

"Day-Ahead Locational Marginal Price" shall be given the meaning given it in ISO NE Market Rule 1.

"Unit Contingent" means, with respect to this Confirmation, that delivery or receipt of the Product from the Facility may be interrupted for any reason or for no reason by Seller, without liability on the part of either Party. However, Buyer shall be entitled to 100% of the output from the Facility during the Term of this Agreement.

"NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England.

"NH PUC Approval" means receipt of a final, nonappealable decision from the New Hampshire Public Utilities Commission, approving the Petition as

submitted without alteration, modification or condition, and allowing for full cost recovery of the rates, terms and conditions of this Agreement by the Buyer in a manner not to increase the Buyer's energy service rate as set forth in the Petition;

"Petition" means the pleading filed with the NH PUC to commence a proceeding for the purpose of seeking the NH PUC's approval of this transaction and all related matters set forth therein.

"Renewable Energy Certificate" ("RECs") is a NEPOOL GIS Certificate that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS that could be used to satisfy various State Renewable Portfolio Standards.

**Governing Terms:**

All other terms and conditions not specified herein shall be in accordance with, and subject to, the attached Annex A and the terms and conditions of that certain EEI Master Power Purchase and Sale Agreement, dated as of April 25, 2000, between Seller and Buyer (the "Master Agreement") which is incorporated by reference and made a part hereof. In the event of any inconsistency between the terms of the Master Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction.

No modifications, additions or deletions to this Confirmation or the terms and conditions of the Master Agreement shall be binding or effective until accepted in a separate writing by the Parties.

REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

Pinetree Power, Inc.

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name: *SIMON HENRY*  
Title: *VICE PRESIDENT*  
Date: *8/19/11*

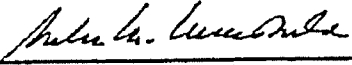
*BP per C.L.  
A*

REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

Pinetree Power, Inc.

  
\_\_\_\_\_  
Name: John M. MacDonald  
Title: Vice President, Generation  
Date: August 19, 2011:

\_\_\_\_\_  
Name:  
Title:  
Date:



**Annex "A"**  
**ATTACHMENT TO TRANSACTION CONFIRMATION**

This Transaction shall be governed by General Terms and Conditions of the EEI Master Power Purchase and Sale Agreement, Version 2.1 (modified 4/25/00)("Master Agreement") which is incorporated by reference and made a part hereof. The elections contained on the Cover Sheet to the Master Agreement shall not be applicable to this Confirmation, except as provided below:

<p><u>Article One</u> General Definitions</p>	<p>Except as otherwise provided herein, all product or market-related terms capitalized but not defined herein shall have the meaning given such terms (or any successor thereto) from time to time pursuant to ISO New England Manual M-35 (Definitions and Abbreviations) or the applicable ISO New England System Rules, each as may be amended from time to time. "ISO New England System Rules" means Market Rule 1, the ISO New England Information Policy, the ISO Administrative Procedures, the Reliability Standards, the ISO New England Manuals and any other system rules, procedures or criteria for the operation of the NEPOOL System and administration of the NEPOOL Market, the Restated NEPOOL Agreement, the NEPOOL Open Access Transmission Tariff, and any successor agreements and/or tariffs accepted or approved by FERC, including any successor agreements and/or tariffs relating to the formation of a regional transmission organization in New England or any other successor to NEPOOL and/or ISO New England Inc.</p>
<p><u>Article Two</u> Transaction Terms and Conditions</p>	<p><input checked="" type="checkbox"/> Optional Provision in Section 2.4 applies; provided, however, that the words "either orally or" in the seventh line are deleted.</p>
<p><u>Article Four</u> Remedies for Failure to Deliver/Receive</p>	<p>Article 4 as set forth in the Master Agreement is applicable, with the following election:</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Accelerated Payment of Damages. [If not checked, inapplicable.]</p>
<p><u>Article Five</u> Events of Default</p>	<p><input checked="" type="checkbox"/> Applicable with the exception of Section 5.1(g) (Cross Default). Option A applies in Section 5.6 (Closeout Setoffs).</p>
<p><u>Article Eight</u> Credit and Collateral</p>	<p>Article Eight is not applicable.</p>
<p><u>Article Ten</u></p>	<p><input checked="" type="checkbox"/> Confidentiality Applicable</p>
<p>Miscellaneous</p>	<p>Schedule M shall not apply</p> <p>Schedule P shall apply</p>

In the event of any inconsistency between the terms of the EEI Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction, subject to the provisions of Section 2.4 as amended above.

## Annex B

**PROCEDURES TO BE UTILIZED BY SELLER AND/OR THEIR DESIGNEES FOR ENTERING AND CONFIRMING DAILY INTERNAL BILATERAL TRANSACTIONS ("IBTs") WITHIN THE ISO-NE SETTLEMENT MARKET SYSTEM ("SMS")**

**1. SELLER WILL PERFORM THE FOLLOWING: Remit Station Generation Information; Enter Energy [Day-Ahead / Real Time] IBTs**

By 9:00 AM each business day Seller will forward (by email) the following information to PSNH:

- The expected hourly output of the Facility through the following business day (including weekends and NERC holidays).
- Notification of any Facility known challenges or expected schedule changes for the following 7-day period.

Email is the preferred means of communication. However, if email is not available, Seller will telephone the primary contact (or secondary contact) from PSNH to determine the best means for providing the above data.

At least four (4) hours prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)) but subsequent to the Operating Day(s), Seller will enter [Day-Ahead / Real Time] IBTs (Marginal Loss Revenue Allocation is not checked) for the associated Operating Day(s) into the SMS to transfer, from Seller to PSNH, the actual Energy amounts generated by the Facility during the applicable Operating Day(s). Once the Daily IBTs have been entered, Seller will then send an email that notifies PSNH that the daily information is available and ready for confirmation. The actual Energy amounts generated by the Facility will be based on metered data provided to or made available to the Seller by PSNH as Host Participant/Meter Reader.

**2. PSNH WILL PERFORM THE FOLLOWING: confirm on a daily basis the [Day-Ahead / Real Time] IBTs**

The [Day-Ahead / Real Time] IBTs will be confirmed by PSNH prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)). The [Day-Ahead / Real Time] IBTs for the Operating Day(s) will be entered by Seller and be ready for confirmation by PSNH no later than four (4) hours prior to the IBT Trading Deadline.

If the appropriate confirmation of a contract does not take place, or does not take place within the allowed timeframes with supporting schedules, a financial settlement outside of the ISO-NE settlement process will need to take place.

**Primary Contact for PSNH:**

Patrick Smith  
860-665-4573 (phone)  
860-665-4588 (fax)  
[smithpp@nu.com](mailto:smithpp@nu.com)

**Secondary Contact for PSNH:**

Robert Olson  
860-665-4558  
860-665-4588 (fax)  
[Olsonrm@nu.com](mailto:Olsonrm@nu.com)

**MASTER POWER PURCHASE AND SALE AGREEMENT  
COVER SHEET**

This *Transaction Confirmation* is made as of the following date: August 19, 2011 ("Effective Date").

The Parties to this *Transaction Confirmation* are the following:

Name ("PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE " or "Party A")

Name ("PINE TREE POWER-  
TAMWORTH, INC.", "Counterparty" or  
"Party B")

All Notices

All Notices:

Street: 780 N. Commercial Street  
P. O. Box 330

Street: 1990 Post Oak Blvd, Suite 1900

City: Manchester, NH Zip: 03105-0330

City: Houston, TX Zip: 77056

Attn: : Manager, Supplemental Energy  
Sources Department  
Phone: (603) 634-2312  
Facsimile: 603) 634-2449  
Federal Tax ID Number:

Attn: General Counsel, GSEGNA  
Phone: 713-636-1277  
Facsimile: 713-636-1858  
Duns:  
Federal Tax ID Number:

**Invoices:**

Attn: Same As Above  
Phone:  
Facsimile:

**Invoices:**

Attn: Latonia Cooper  
Phone: 713-636-1768  
Facsimile: 713-636-1401

**Scheduling:**

Attn: See Annex B  
Phone:  
Facsimile:

**Scheduling:**

Attn: Real Time Desk  
Phone: 877-336-3480  
Facsimile: 713-636-1894

**Payments:**

Attn: Same As Above  
Phone:  
Facsimile:

**Payments:**

Attn: Latonia Cooper  
Phone: 713-636-1768  
Facsimile: 713-636-1401

**Wire Transfer:**

BNK: N/A  
ABA:  
ACCT:

**Wire Transfer:**

BNK:  
ABA:  
ACCT:

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

Attn: Assistant General Counsel  
Phone: (603) 634-3355  
Facsimile: (603) 634-2438

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

Attn: General Counsel, GSEGNA  
Phone: 713-636-1277  
Facsimile: 713-636-1858

## CONFIRMATION

This Transaction Confirmation ("Confirmation") is by and between Pinetree Power - Tamworth, Inc. ("Seller") and Public Service Company of New Hampshire ("PSNH") (each a "Party" and collectively, the "Parties"). This Confirmation is for the sale of Unit Contingent Energy (as defined below) from Seller's Facility to PSNH (the "Transaction"). The following terms and conditions shall apply to this Transaction:

**Buyer:** Public Service Company of New Hampshire

**Seller:** Pinetree Power - Tamworth, Inc.

**Facility:** Seller's biomass fired generating facility which is located in Tamworth, New Hampshire, identified in the ISO-NE market settlement system with the Asset ID # 592.

**Product:** Unit Contingent Energy

**Quantity Cap:** Not to exceed a total of 275,940 MWh of Unit Contingent Energy delivered anytime during the Term.

**Term:** The Term is from the date of NH PUC Approval to the first to occur of the sale and purchase of 275,940 MWh of Unit Contingent Energy ("Quantity Cap") or May 31, 2013.

**Delivery Period:** From the date of NH PUC Approval to May 31, 2013, 24 hours per day, 7 days per week.

**Energy Price:** Effective during the Term, PSNH will compensate Seller for Unit Contingent Energy received at the Delivery Point in accordance with the pricing provisions set forth below. All prices for Unit Contingent Energy are expressed in terms of \$/MWh.

Energy Price Table

	All Hours
2011	\$69/MWh
2012	\$69/MWh
2013	\$69/MWh

**Fuel Price Adjustment:**

A quarterly Fuel Price Adjustment Payment shall be determined to account for changes in wood prices payable by the Facility, based upon the following:

“Initial Wood Price” means \$█ per ton (subject to verification, review and approval by the NH PUC).

For a calendar quarter in which the actual, average delivered wood price to the Facility exceeds the Initial Wood Price, the Fuel Price Adjustment (“FPA”), in dollars per ton, shall equal 70% of the amount by which the actual, average price for wood delivered to the Facility for such quarter exceeds the Initial Wood Price. The FPA shall not exceed \$3.00/ton during 2011, and \$6.00/ton during 2012 and 2013. A Fuel Price Adjustment Payment (“FPAP”), as calculated below, shall be paid by the Buyer to the Seller in accordance with the provisions of this Confirmation.

For a calendar quarter in which the actual, average delivered wood price to the Facility is less than the Initial Wood Price, the FPA, in dollars per ton, shall equal 70% of the amount by which the actual, average price for wood delivered to the Facility for such quarter is less than the Initial Wood Price. The FPA shall not exceed \$3.00/ton during 2011, and \$6.00/ton during 2012 and 2013. A FPAP, as calculated below, shall be paid by the Seller to the Buyer in accordance with the provisions of this Confirmation.

The FPA, in dollars per ton, shall be multiplied by 1.80 tons per MWh and further multiplied by the MWh delivered in the quarter to determine the FPAP that is due to either the Seller or the Buyer.

Actual fuel prices (the quarterly total dollar amount paid for delivered wood by the Facility and the quarterly total tons of wood delivered to the Facility) and the MWh for such quarter shall be supplied to PSNH by the Seller within 30 days of the end of the applicable calendar quarter. The FPAP, if any due to Seller or Buyer (as the case may be) shall be paid within 30 days thereafter.

As soon as possible after the end of a calendar year, audited fuel price costs, total tonnage for wood fuel, and total MWh delivered for the year then ended by quarter shall be supplied to PSNH by the Seller and within 30 days

thereafter, the quarterly FPAPs from the applicable calendar year shall be recalculated and adjusted, if necessary by written notice to Seller by PSNH. Any adjustment payment payable by Seller or Buyer, as the case may be, will be reflected on the next following invoice, and paid in accordance with the terms hereof. Any adjustment payment due after the end of the Term of this Agreement shall be made within 30 days of receipt of the audited information.

Buyer shall have the right, upon reasonable prior notice and during regular business hours, to audit the prices paid for wood fuel by the Facility during the Term of this Agreement. All costs of such audit shall be borne by Buyer.

**Capacity/ Renewable Energy Credits:**

During the Term, the Seller will be responsible for all Forward Capacity Market (“FCM”) and Renewable Energy Credit (“REC”) actions required of the Facility in the ISO-NE, NEPOOL GIS or State markets and will receive the Capacity Supply Obligation as well as REC’s and all payments and penalties associated with the FCM and REC’s for this Facility.

**Payment Schedule:**

The payment schedule shall be on a calendar month basis with approved invoices paid by the 21<sup>st</sup> day of the next month. If any portion of an invoice is disputed by Buyer, Buyer shall pay the undisputed portion in full and Buyer and Seller shall seek to resolve the disputed portion as promptly as possible.

**Delivery Point:**

The Delivery Point shall be at the 115 kV interconnection between the Facility and Buyer’s facilities as specified in Seller’s existing Interconnection Agreement.

**Scheduling:**

Seller will remain the designated Generator Asset Owner and Lead Participant in accordance with ISO-NE rules and procedures. Seller will comply with the procedure set forth in Annex B for entering and confirming daily internal bilateral transactions (“IBTs”) within the ISO-NE settlement market system (“SMS”). Prior to the term of this Confirmation, Seller shall elect whether it will participate in the ISO-NE Day-Ahead or Real-Time markets, and notify Buyer of such election.

Seller shall schedule planned outages during Spring or Fall periods, and shall coordinate outages with Buyer to maximize the value of generation to the Buyer. Seller will communicate information relative to changes in plant operational status (e.g. unscheduled outages) in a timely manner.

Buyer and Seller shall cooperate and take such actions as required by ISO-NE, New Hampshire Satellite office to comply with ISO New England System Rules, reliability needs and auditing requirements.

**Conditions:**

This Confirmation and the transactions contemplated hereunder are subject to the following conditions:

- Receipt of NH PUC Approval. Should NH PUC Approval not be forthcoming, this Confirmation and any transactions contemplated hereunder shall terminate.

- Closing on the construction debt financing for a proposed wood-fired power plant of approximately 67 MW to be located in Berlin, New Hampshire which is the subject of the Amended Power Purchase Agreement with PSNH approved by the New Hampshire Public Utilities Commission in Docket No. DE 10-195, such that no less than \$2.25 million of the New Markets Tax Credits in the debt financing transaction are allocated to the community loan fund and \$500,000 for use by the City of Berlin that will be the source of funding for certain community benefits and economic development resources related to the Berlin Station project, as described in the New Hampshire Site Evaluation Committee's "Decision Granting Site and Facility with Conditions" dated November 8, 2010, in its Docket No.2009-02 at page 44, and the closing of which must occur on or prior to August 30, 2011.
- The Facility shall maintain its status as a "qualifying facility" pursuant to 18 C.F.R. Part 292 prior to the Term of this Agreement and maintain such status throughout such Term.

**Confidentiality:**

The Parties agree to keep confidential the terms and provisions set forth in this Confirmation and all transactions hereunder, except as may be required by Law or necessary to obtain regulatory approval from the NH PUC.

In the event it becomes necessary for Buyer to submit any of Seller's commercially sensitive information, including, but not limited to, the Seller's or the Facility's operational and financial data, to any person or entity, including (without limitation) the NH PUC, Buyer shall: (i) provide prompt notice to Seller of its intent to submit such information, (ii) identify the person or entity to whom the information is to be submitted, (iii) make any such submission as confidential or under a request for confidential treatment or protective order, and (iv) provide a copy of the submission to Seller.

**Definitions:**

"Capacity Supply Obligation" shall be given the meaning given it in ISO NE Market Rule 1.

"Day-Ahead Locational Marginal Price" shall be given the meaning given it in ISO NE Market Rule 1.

"Unit Contingent" means, with respect to this Confirmation, that delivery or receipt of the Product from the Facility may be interrupted for any reason or for no reason by Seller, without liability on the part of either Party. However, Buyer shall be entitled to 100% of the output from the Facility during the Term of this Agreement.

"NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England.

"NH PUC Approval" means receipt of a final, nonappealable decision from the New Hampshire Public Utilities Commission, approving the Petition as submitted without alteration, modification or condition, and allowing for full

cost recovery of the rates, terms and conditions of this Agreement by the Buyer in a manner not to increase the Buyer's energy service rate as set forth in the Petition;

"Petition" means the pleading filed with the NH PUC to commence a proceeding for the purpose of seeking the NH PUC's approval of this transaction and all related matters set forth therein.

"Renewable Energy Certificate" ("RECs") is a NEPOOL GIS Certificate that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS that could be used to satisfy various State Renewable Portfolio Standards.

**Governing Terms:**

All other terms and conditions not specified herein shall be in accordance with, and subject to, the attached Annex A and the terms and conditions of that certain EEI Master Power Purchase and Sale Agreement, dated as of April 25, 2000, between Seller and Buyer (the "Master Agreement") which is incorporated by reference and made a part hereof. In the event of any inconsistency between the terms of the Master Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction.

No modifications, additions or deletions to this Confirmation or the terms and conditions of the Master Agreement shall be binding or effective until accepted in a separate writing by the Parties.



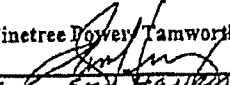
REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

\_\_\_\_\_  
Name:  
Title:  
Date:

Pinetree Power Tamworth, Inc.

  
\_\_\_\_\_  
Name: SAM HENRY  
Title: VICE PRESIDENT  
Date: 8/19/11

B.P. public.  
HS

REDACTED

Buyer and Seller execute this Confirmation this 19 day of August, 2011.

Public Service Company of New Hampshire

*[Signature]*  
Name: *John M. Woodson*  
Title: *Vice President, Generation*  
Date: *Aug 19, 2011*

Pinetree Power- Tamworth, Inc.

\_\_\_\_\_  
Name:  
Title:  
Date:

**Annex "A"**  
**ATTACHMENT TO TRANSACTION CONFIRMATION**

This Transaction shall be governed by General Terms and Conditions of the EEI Master Power Purchase and Sale Agreement, Version 2.1 (modified 4/25/00)("Master Agreement") which is incorporated by reference and made a part hereof. The elections contained on the Cover Sheet to the Master Agreement shall not be applicable to this Confirmation, except as provided below:

<p><u>Article One</u> General Definitions</p>	<p>Except as otherwise provided herein, all product or market-related terms capitalized but not defined herein shall have the meaning given such terms (or any successor thereto) from time to time pursuant to ISO New England Manual M-35 (Definitions and Abbreviations) or the applicable ISO New England System Rules, each as may be amended from time to time. "ISO New England System Rules" means Market Rule 1, the ISO New England Information Policy, the ISO Administrative Procedures, the Reliability Standards, the ISO New England Manuals and any other system rules, procedures or criteria for the operation of the NEPOOL System and administration of the NEPOOL Market, the Restated NEPOOL Agreement, the NEPOOL Open Access Transmission Tariff, and any successor agreements and/or tariffs accepted or approved by FERC, including any successor agreements and/or tariffs relating to the formation of a regional transmission organization in New England or any other successor to NEPOOL and/or ISO New England Inc.</p>
<p><u>Article Two</u> Transaction Terms and Conditions</p>	<p><input checked="" type="checkbox"/> Optional Provision in Section 2.4 applies; provided, however, that the words "either orally or" in the seventh line are deleted.</p>
<p><u>Article Four</u> Remedies for Failure to Deliver/Receive</p>	<p>Article 4 as set forth in the Master Agreement is applicable, with the following election:</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Accelerated Payment of Damages. [If not checked, inapplicable.]</p>
<p><u>Article Five</u> Events of Default</p>	<p><input checked="" type="checkbox"/> Applicable with the exception of Section 5.1(g) (Cross Default). Option A applies in Section 5.6 (Closeout Setoffs).</p>
<p><u>Article Eight</u> Credit and Collateral</p>	<p>Article Eight is not applicable.</p>
<p><u>Article Ten</u></p>	<p><input checked="" type="checkbox"/> Confidentiality Applicable</p>
<p>Miscellaneous</p>	<p>Schedule M shall not apply</p> <p>Schedule P shall apply</p>

In the event of any inconsistency between the terms of the EEI Agreement and the terms of a Confirmation, the terms of the Confirmation will govern for the particular Transaction, subject to the provisions of Section 2.4 as amended above.

## Annex B

**PROCEDURES TO BE UTILIZED BY SELLER AND/OR THEIR DESIGNEES FOR ENTERING AND CONFIRMING DAILY INTERNAL BILATERAL TRANSACTIONS ("IBTs") WITHIN THE ISO-NE SETTLEMENT MARKET SYSTEM ("SMS")**

**1. SELLER WILL PERFORM THE FOLLOWING: Remit Station Generation Information; Enter Energy [Day-Ahead / Real Time] IBTs**

By 9:00 AM each business day Seller will forward (by email) the following information to PSNH:

- The expected hourly output of the Facility through the following business day (including weekends and NERC holidays).
- Notification of any Facility known challenges or expected schedule changes for the following 7-day period.

Email is the preferred means of communication. However, if email is not available, Seller will telephone the primary contact (or secondary contact) from PSNH to determine the best means for providing the above data.

At least four (4) hours prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)) but subsequent to the Operating Day(s), Seller will enter [Day-Ahead / Real Time] IBTs (Marginal Loss Revenue Allocation is not checked) for the associated Operating Day(s) into the SMS to transfer, from Seller to PSNH, the actual Energy amounts generated by the Facility during the applicable Operating Day(s). Once the Daily IBTs have been entered, Seller will then send an email that notifies PSNH that the daily information is available and ready for confirmation. The actual Energy amounts generated by the Facility will be based on metered data provided to or made available to the Seller by PSNH as Host Participant/Meter Reader.

**2. PSNH WILL PERFORM THE FOLLOWING: confirm on a daily basis the [Day-Ahead / Real Time] IBTs**

The [Day-Ahead / Real Time] IBTs will be confirmed by PSNH prior to the applicable IBT Trading Deadline (currently defined as 17:00 on the next business day following the applicable Operating Day(s)). The [Day-Ahead / Real Time] IBTs for the Operating Day(s) will be entered by Seller and be ready for confirmation by PSNH no later than four (4) hours prior to the IBT Trading Deadline.

If the appropriate confirmation of a contract does not take place, or does not take place within the allowed timeframes with supporting schedules, a financial settlement outside of the ISO-NE settlement process will need to take place.

**Primary Contact for PSNH:**

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[smithpp@nu.com](mailto:smithpp@nu.com)

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Robert Olson  
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