



Fitchburg Gas and Electric Light Company (“FG&E”)

Request for Proposals
To Provide NEPOOL-GIS Certificates in Compliance
with the Massachusetts Renewable Energy and
Alternative Portfolio Standards

For the Period:

Calendar Year 2017/2018

Issue Date: January 11, 2018

REQUEST FOR PROPOSALS

1. Introduction

The Electricity Restructuring of 1997¹ established a requirement to foster the development of new renewable energy sources through implementation of the Renewable Energy Portfolio Standard (“RPS”) (M.G.L. ch. 25A § 11F). The Electric Restructuring Act was modified by the Green Communities Act of 2008 (“GCA”) to include requirements for existing renewable resources and to encourage the development of alternative renewable facilities. In addition, on January 1, 2010, new regulations were filed so that a specified and growing portion of the RPS Class I renewable energy requirement comes from solar photovoltaic (PV) energy. In April 2014, a second phase of the solar program was implemented to continue supporting new solar PV installations across the Commonwealth. The Massachusetts Act and its revisions require a Retail Electricity Supplier (“RES”) to source a minimum portion of its resources from certain renewable energy resources (“Class I Resource, Class I Solar Carve-Out Resource, Class I Solar Carve-Out II Resource, Class II Resource, Class II Waste to Energy Resource, APS Resource”). The Massachusetts Department of Energy Resources (“DOER”) regulations implementing these requirements (225 CMR 14.00, 225 CMR 15.00, 225 CMR 16.00) can be found at:

<http://www.mass.gov/eea/energy-utilities-clean-tech/renewable-energy/rps-aps/>

Each RES is required to demonstrate that a minimum percentage of its resources are provided from renewable energy generation sources as follows:

Year	MA RPS Class I Requirement	MA RPS Class I Solar Carve-Out Requirement	MA RPS Class I Solar Carve-Out II Requirement	MA RPS Class II Requirement	MA RPS Class II Waste Energy Requirement	MA APS Requirement
2017	7.5059%	1.6313%	2.8628%	2.5909%	3.50%	4.25%
2018	7.0436%	1.7903%	4.1661%	2.6155%	3.50%	4.50%

A RES may satisfy these requirements by providing renewable attribute certificates from the NEPOOL Generation Information System (“NEPOOL GIS”) or make an Alternative Compliance Payment (“ACP”) to the Massachusetts Clean Energy Center (MassCEC).

Fitchburg Gas and Electric Light Company (“FGE”) d/b/a Unitil (“Unitil”)² is seeking proposals for the supply of NEPOOL-GIS certificates from generating facilities that have

¹ Act Relative to Restructuring the Electric Utility Industry in the Commonwealth, Regulating the Provision of Electricity and Other Services, and Promoting Enhanced Consumer Protections Therein, Chapter 164 of the Acts of 1997 (“Massachusetts Act”).

² The contracting entity will be Fitchburg Gas and Electric Light Company.

been approved by the DOER or are in the process of being approved as an energy resource that meets the Massachusetts RPS or APS requirements. Unitil is seeking proposals that provide NEPOOL-GIS certificates that can be used to show compliance in calendar year 2017 and 2018. Unitil will not accept proposals that require the purchase of NEPOOL-GIS certificates beyond calendar year 2018. It is the intent of Unitil and supplier(s) that the resulting transactions shall meet the Commodity Futures Trading Commission’s criteria for the forward contract exclusion, including that the parties intend to physically settle the transactions, and are therefore not subject to swap regulation.

Unitil will accept proposals based on the bids received and the best interests of its retail customers in Massachusetts. Unitil reserves the right to determine the quantity, if any, of Renewable Energy Certificates ("RECs") purchased through this RFP. Nothing in this RFP, or in any proposal that may be submitted in response to this RFP, shall create any obligation on the part of Unitil, and no such obligation shall exist unless and until a definitive agreement is signed by Unitil and the respondent.

2. Quantity of Certificates Sought and Description of Proposals

2.1. Quantity of Certificates

Unitil may purchase up to the following quantity of NEPOOL-GIS Certificates to meet its RPS and APS obligations in Massachusetts. The quantities shown in the tables below are the amount of RECS sought in this solicitation.

Year	MA RPS Qualified NEPOOL-GIS Certificates (Class I)	MA RPS Qualified NEPOOL-GIS Certificates (Class I Solar Carve-Out)	MA RPS Qualified NEPOOL-GIS Certificates (Class I Solar Carve-Out II)	MA RPS Qualified NEPOOL-GIS Certificates (Class II)	MA RPS Qualified NEPOOL-GIS Certificates (Class II - Waste Energy)	MA APS Qualified NEPOOL-GIS Certificates (APS)
2017	0	1,190	480	2,140	6,130	3,440
2018	0	1,600	0	2,300	3,000	4,000

2.2. Description of Proposals

Unitil will consider the following types of proposals for the purchase of Certificates that meet the Massachusetts RPS and APS requirements:

- Certificates issued by the NEPOOL-GIS in the current trading period.
- Certificates to be issued by the NEPOOL-GIS in future trading periods.
- Non-cancelable Forward Certificates issued by the NEPOOL-GIS for future trading periods.

- Proposals for all or part of the requested certificate volume. Unitil reserves the right to apportion volumes amongst winning Bidders.
- Bids shall be submitted on a per-certificate basis and should include all customs charges and tax obligations which the winning Bidder may incur as a result of performance of an awarded contract.
- Any broker fees or other charges must be included in the price bid.
- All other terms and conditions will be in accordance with the final contract(s).

2.3 Proposal Documents and Information

To assist Respondents in responding to this RFP, Unitil is providing the RFP and draft Certificate Purchase Agreement on its Wholesale Energy Supplier Website. Please use the following link to access the site, which is open to anyone (no user id or password is required): www.unitil.net/rfp

3. General Provisions

3.1 Terms and Conditions

Unitil is seeking to purchase NEPOOL-GIS Certificates that are in the best interests of its customers. The winning supplier(s) will be required to execute a Renewable Energy Certificate Purchase Agreement for the sale of NEPOOL-GIS Certificates. Bidders who currently have an active Purchase Agreement with Fitchburg Gas and Electric Light Company may be able to complete an Amendment to their existing Agreement. The Massachusetts Renewable Energy Certificate Purchase Agreement is provided in Appendix B. A winning supplier will be required to execute the Certificate Purchase Agreement(s) within five (5) business days of being notified that it has been selected as a winning supplier.

Any proposed changes to the Renewable Energy Certificate Purchase Agreement are to be included with Respondent's response to this RFP for consideration.

Unitil's financial information is confidential and will be provided upon execution of a Mutual Confidential Non-Disclosure Agreement which is provided as Appendix D.

The winning supplier(s) shall complete delivery of NEPOOL-GIS certificates at least five (5) business days prior to the end of the applicable trading period.

3.2 Proposal Process and Submission Dates

The following table outlines the key dates associated with this procurement process.

Process Step	Date
Issue Request for Proposal	January 11, 2018
Deadline for contract language inquiries and NDA execution	January 18, 2018 by 5 pm (EPT)
Submit Respondent Proposal Information and Pricing*	January 25, 2018 by 10am (EPT)
Unitil reviews bids and informs winning respondents*	January 25, 2018 by 5pm (EPT)
Execution of the Renewable Energy Certificate Purchase Agreement	January 29, 2018 by 5pm (EPT)

*Bids must be firm and binding until selection of winning Bidder(s).

3.3 Submission Information

Copies of all information pertaining to this RFP should be directed to:

Jeff Pentz
Energy Contracts
6 Liberty Lane West
Hampton, NH 03842
(603) 773-6473
(603) 773-6273 (fax)
Email: pentzj@unitil.com

3.4 Respondent Bid Submittal

3.4.1. Respondents to this RFP must submit a completed Proposal Submission Form, REC Purchase Agreement, including any proposed contract exceptions, Bid Form, and NDA to receive Unitil’s financials. **Submissions must be received on or before January 25, 2018 by 10am (EPT)** and should be marked “FGE REC RFP No. 9 2018-01” and sent via e-mail to Jeff Pentz at pentzj@unitil.com and to energy_contracts@unitil.com. Please direct any questions to Jeff Pentz at (603) 773-6473 or at pentzj@unitil.com.

3.4.2. The **Proposal Submission Form** is attached as Appendix A. Please see the file named “App_A_Submission_Form_2018-01.doc.”

3.4.3. **Renewable Energy Certificate Purchase Agreement** is attached as Appendix B1. Please see the file named “App_B1_REC_Agreement_FGE_2018-01.doc.” Exceptions to the Renewable Energy Certificate Purchase Agreement are also due along with the Proposal Submission Form. If respondent has exceptions to Renewable Energy Certificate Purchase Agreement, respondent must provide an electronic copy of the Renewable Energy Certificate Purchase Agreement that is marked in redline to show

proposed language. Unitil will consider the contractual terms and conditions accepted by each bidder as part of its evaluation criteria, as described in Section 5. Bidders that have previously signed a REC Purchase Agreement may utilize the **Renewable Energy Certificate Purchase Agreement Amendment** attached as Appendix B2. Please find the file named “App_B2_REC_Agreement_Amendment_FGE_2018-01.doc.”

3.4.4. The **Bid Form for RECs being purchased by Unitil is attached as Appendix C1** . Please see the file named “App_C1_Bid_Form_FGE_2018-01.xls.”

3.4.5. The **Mutual Confidential Non-Disclosure Agreement** must be completed in order for Unitil to provide its financial information to bidders. The NDA must be fully executed by **5:00 PM (EPT) Thursday, January 18th, 2018**. Bidders that do not request the Company’s financials or have previously executed an NDA with the Company do not need to complete it. The NDA is attached as Appendix D. Please see the file named “App_D_NDA_FGE_2018-01.doc.”

3.4.6. Winner Notified

Unitil intends to confirm final pricing, evaluate competing bids, and select and notify the winning bidder(s) by **5:00 PM (EPT) on Thursday, January 25th, 2018**. Other bidders will be notified shortly thereafter that they were not selected.

3.4.7. Unitil, at its sole discretion, reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in this RFP or any appendix hereto or to withdraw this RFP.

3.4.8. Contact Person and Questions

Questions regarding this RFP should be submitted to Jeff Pentz at (603) 773-6473 or at pentzj@unitil.com.

3.5. Right to Select Supplier

3.5.1. Unitil will review the bids received and determine the number of NEPOOL-GIS Certificates it will purchase, if any, and begin to inform Respondents so that they will make such purchases.

3.5.2. Unitil shall have the exclusive right to select or reject any, all or none of the proposals submitted at any time, for any reason. Unitil may also disregard any bid submission not in accordance with the requirements contained in this RFP. Further, Unitil expressly reserves the right, in its sole and absolute discretion, to seek clarifications of any submissions, to negotiate to seek modifications to any submissions, to unilaterally change the schedule described herein or modify any of the rules and procedures set forth herein or any other procedures, to terminate the process described herein, and to invite any (or none) of the respondents to participate further in the process, all without prior notice to other potential parties.

3.5.3. All submissions shall constitute an offer to sell to Unitil RECs, and such offer shall be required to be held open until the earlier of **5:00 PM (EPT) on Thursday, January 25, 2018** or the date and time at which such offer is either accepted or rejected by Unitil. Pricing or other terms contained in such offer may not be changed or withdrawn during this period.

4. Proposal Requirements

4.1 Format of Proposal

The information required by Unitil to evaluate each proposal is identified in Appendices A through C. Bidders may simply complete the forms provided in Appendices A through C in any legible fashion and return them to Jeff Pentz as provided in Section 3.3. In addition, proposals should contain explanatory, descriptive and/or supporting materials as necessary.

4.2 Proposed Pricing

Bidders must specify the price at which they will sell certificates to Unitil in the supplied Bid Form. Unitil is only purchasing RECs from qualifying RPS or APS generators and will not purchase the energy or other market products from any generator.

It is Unitil's intention to pay a supplier based on the number of valid RECs actually delivered to its account in the NEPOOL-GIS system. Proposed pricing should be structured in such manner.

4.3 Regulatory Approvals

The supplier of the certificates covered by this RFP must detail all necessary regulatory approvals required to enable it to provide Massachusetts RPS or APS compliant NEPOOL-GIS Certificates. The details of the schedule and process when such approvals will be obtained to satisfy its obligations for the timely sale and transfer of such Certificates to Unitil's account must be provided.

5. Selection Process

The criteria to be used in evaluating proposals will include, but is not limited to:

- Lowest evaluated bid price;
- Quantity of NEPOOL-GIS Certificates offered;
- Ability of supplier to meet its obligation to deliver NEPOOL-GIS Certificates;
- Firmness of delivery;
- The supplier's past experience in providing similar services to Unitil;
- The supplier's past experience in providing similar services to other companies in New England;
- Extent to which the Bidder accepts provisions of the Renewable Energy Certificate Purchase Agreement.

6. Confidentiality

Unitil agrees that it shall use commercially reasonable efforts to treat the non-public information it receives from respondents in a confidential manner and will not, except as required by law or in a regulatory proceeding, disclose such information to any third party or use such information for any purpose other than in connection with this RFP; provided, that, in any regulatory, administrative or jurisdictional proceeding in which confidential information is sought, Unitil shall take reasonable steps to limit disclosure and use of said confidential information through the use of non-disclosure agreements or orders seeking protective treatment, and shall inform the respondent if confidential information is being sought. Notwithstanding the foregoing, in any regulatory proceeding in which such confidential information is sought and a request for confidential treatment is made to the MDPU or NHPUC, Unitil shall not be responsible in the event that it is determined that the request for treating information in a confidential manner is not warranted. The respondent shall be required to use commercially reasonable efforts to treat all information received from Unitil in a confidential manner and will not disclose, except as required by law or in a regulatory proceeding, such information to any third party.

APPENDIX A: Proposal Submission Form

Please see file named “App_A_Submission_Form_2018-01.doc”

APPENDIX B1: Renewable Energy Certificate Purchase Agreement

Please see files named “App_B1_REC_Agreement_FGE_2018-01.doc”

APPENDIX B2: Renewable Energy Certificate Purchase Agreement Amendment

Please see files named “App_B2_REC_Agreement_Amendment_FGE_2018-01.doc”

APPENDIX C1: Bid Submission Form

Please see file named “App_C1_Bid_Form_2018-01.xls”

APPENDIX D: Mutual Confidential Non-Disclosure Agreement

Please see file named “App_D_NDA_2018-01.xls”

**MASSACHUSETTS
RENEWABLE ENERGY CERTIFICATE PURCHASE AGREEMENT**

This **MASSACHUSETTS RENEWABLE ENERGY CERTIFICATE PURCHASE AGREEMENT** (“Agreement”) is dated as of _____ and is by and between FITCHBURG GAS & ELECTRIC LIGHT COMPANY (“FG&E” or “Buyer”) and _____ (“Seller”). This Agreement provides for the sale by Seller of NEPOOL GIS Certificates, as defined herein, to Buyer. The Buyer and Seller are referred to herein individually as a “Party” and collectively as the “Parties”.

ARTICLE 1. BASIC UNDERSTANDINGS

This Agreement sets forth the terms under which Seller will supply a quantity of NEPOOL GIS Certificates to the Buyer.

ARTICLE 2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified in this Article. In addition, except as otherwise expressly provided, terms with initial capitalization used in this Agreement and not defined herein shall have the meaning as defined in the NEPOOL Rules.

Affiliate means, with respect to any Party, any entity (other than a person) that, directly or indirectly, controls, or is controlled by or is under common control with such Party. For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

Alternative Compliance Payment Rate means the value as stated in 225 CMR § 14.08 (3)(a)(2) of the Renewable Portfolio Standards (RPS) for MA Class I certificates, 225 CMR § 15.08 (3)(a)(2) of the RPS for MA Class II certificates, 225 CMR § 15.08 (4)(a)(2) of the RPS for MA Class II waste energy certificates, and 225 CMR § 16.08 (3)(a)(2) of the APS for MA APS certificates.

Alternative Energy Facility Alternative Portfolio Standards (“APS Regulations” or “APS”) The regulations found at 225 CMR 16.00 promulgated pursuant to M.G.L. c. 25A §11F1/2 that requires all retail electricity Sellers in Massachusetts to provide a minimum percentage of electricity from certain alternative generating resources.

APS Generation Unit shall be defined in the APS Regulations.

APS Certificate means the Generation Attribute associated with an APS Alternative Energy Unit as defined in the APS Regulations.

Business Day means a 24-hour period ending at 5:00 p.m. EPT (as defined below), other than Saturday, Sunday and any day which is a legal holiday or a day on which banking institutions in Boston, MA are authorized by law or other governmental action to close.

Commission means the Federal Energy Regulatory Commission or its successor.

EPT means Eastern Prevailing Time.

Governing Documents means, with respect to any particular entity, (a) if a corporation, the (i) articles of organization, articles of incorporation or certificate of incorporation and (ii) the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles or certificate of organization or formation and operating agreement; (e) if another type of entity, any other charter or similar document adopted or filed in connection with the creation, formation or organization of such entity; (f) all equity holders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any entity or relating to the rights, duties and obligations of the equity holders of any entity; and (g) any amendment or supplement to any of the foregoing.

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

ISO means ISO New England Inc., authorized by the Commission to exercise for New England the functions required pursuant to the Commission's Order No. 2000 (and its progeny) and the Commission's regulations, and any successor organization (including but not limited to a Regional Transmission Organization.).

ISO Tariff means the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, modified, superseded and supplemented from time to time, and including the Market Rules and Procedures.

ISO New England Operating Documents means the ISO Tariff and the ISO New England Operating Procedures, as amended, modified, superseded and supplemented from time to time.

Market Rules and Procedures means the Market Rules, Manuals and Procedures adopted by the ISO and/or NEPOOL, as may be amended from time to time, and as administered by the ISO to govern the operation of the NEPOOL markets.

Material Adverse Effect means, with respect to a Party, any change in or effect on such Party after the date of this Agreement that is materially adverse to the transactions contemplated hereby, excluding any change or effect resulting from (a) changes in the international, national,

regional or local wholesale or retail markets for electric power; (b) changes in the international, national, regional or local markets for any fuel; (c) changes in the North American, national, regional or local electric transmission or distribution systems; and (d) any action or inaction by a governmental authority, but in any such case not affecting the Parties or the transactions contemplated hereby in any manner or degree significantly different from others in the industry as a whole.

MWH means Megawatt-hour.

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

NEPOOL GIS Certificates means an electronic record produced by the NEPOOL GIS that identifies the relevant generation attributes of each MWH accounted for in the NEPOOL GIS that comply with the Massachusetts Renewable Energy Portfolio Standard Law or the Alternative Energy Facility Alternative Portfolio Standards Law. NEPOOL GIS Certificates shall be from generation units that have been approved by the Massachusetts Department of Energy Resources as meeting the eligibility criteria set forth in the Massachusetts Renewable Energy Portfolio Standard Law or the Alternative Energy Facility Alternative Portfolio Standards Law, and shall represent title to and claim over all environmental attributes associated with the specified MWH of generation.

NEPOOL Agreement means the Second Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or accepted by the Commission and as may be amended, modified, superseded, supplemented and/or restated from time to time.

NEPOOL GIS Operating Rules means the New England Power Pool Generation Information System Operating Rules as may be amended from time to time pursuant to the NEPOOL Agreement.

NEPOOL Rules means all rules adopted by NEPOOL or the ISO, as such rules may be amended, modified, supplemented or superseded and restated from time to time, including but not limited to, the NEPOOL Agreement, the ISO Tariff, the ISO New England Operating Documents, the Transmission Operating Agreement, the Participants Agreement, the NEPOOL Manuals, and the NEPOOL Operating Procedures, as amended, superseded or restated from time to time.

Renewable Energy Portfolio Standard (“RPS Regulations” or “RPS”) – The regulations found at 225 CMR 14.00 (Class I), 225 CMR 15.00 (Class II), respectively, promulgated pursuant to M.G.L. c. 25A § 11F that requires all retail electricity Sellers in Massachusetts to provide a minimum percentage of electricity from certain Class I, Class II and Class II waste energy generating resources.

Trading Period means the term as defined in the NEPOOL GIS Operating Rules.

Vintage means the calendar year that a NEPOOL GIS Certificate represents as the relevant generation attributes for an energy resource.

ARTICLE 3. TERM

The term of this Agreement (“Term”) shall commence on the date first above-written and expire effective on the date on which all performances of the Parties under this Agreement have been completed, including, but not limited to, the delivery of all NEPOOL GIS Certificates and the payment of all amounts due as required by this Agreement. As of the expiration of this Agreement or, if earlier, its termination, the Parties shall no longer be bound by the terms and provisions hereof, except (a) to the extent necessary to enforce the rights and obligations of the Parties arising under this Agreement before such expiration or termination and (b) the obligations of the Parties hereunder with respect to audit rights, remedies for default, damages claims, indemnification and defense of claims shall survive the termination or expiration of this Agreement to the full extent necessary for their enforcement and the protection of the Party in whose favor they run, subject to any time limits specifically set forth in this Agreement with respect thereto.

ARTICLE 4. SALE AND PURCHASE

Section 4.1 Provision Delivery and Receipt

Seller shall sell and deliver and the Buyer shall purchase and receive NEPOOL GIS Certificates as set forth in Exhibit A. Seller shall utilize the NEPOOL GIS to transfer the appropriate number of NEPOOL GIS Certificates required to be transferred hereunder for each Trading Period to an account within the NEPOOL GIS designated by the Buyer at least five (5) business days prior to the end of the applicable Trading Period.

Section 4.2 Seller Representations and Warranties:

(a) The NEPOOL GIS Certificates sold and delivered to the Buyer’s account under this Agreement are and shall be free and clear of any liens, encumbrances and title defects;

(b) Seller has obtained, and will maintain, all necessary regulatory approvals required to enable it to provide the NEPOOL GIS Certificates as required by this Agreement and that the NEPOOL GIS Certificates sold hereunder are and will be compliant with the applicable RPS Regulations or APS; and

(c) The NEPOOL GIS Certificates sold hereunder have not been, and shall not be, sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in any other jurisdiction.

ARTICLE 5. AMOUNT, BILLING and PAYMENT

Section 5.1 Amount

The amount payable by Buyer to Seller for NEPOOL GIS Certificates shall be the product of (a) the number of NEPOOL GIS Certificates transferred and confirmed during a Trading Period and (b) the NEPOOL GIS Certificate Purchase Price for the applicable Vintage in such Trading Period. The total quantity of NEPOOL GIS Certificates transferred and confirmed for each Vintage in a Trading Period shall not exceed, nor be less than, the NEPOOL GIS Certificates Quantity required to be transferred to Buyer under this Agreement for such Vintage.

Section 5.2 Billing and Payment

(a) After each NEPOOL GIS Certificate transfer has been confirmed, the Seller shall calculate the amount due and payable to Seller pursuant to this Article and provide an invoice ("Invoice") for such amount. The Invoice shall be provided to the Buyer and shall include sufficient detail for the Buyer to verify its formulation and computation.

(b) The Buyer shall pay Seller the amount due and owing in accordance with Section 5.1 within thirty (30) days after receiving the Invoice (the "Due Date"). If all or any part of such amount remains unpaid after the Due Date, interest shall accrue after but not including the Due Date and be payable to Seller on such unpaid amount at a rate per annum equal to the Interest Rate in effect on the Due Date.

(c) Each Party shall notify the other Party upon becoming aware of any error in an Invoice (whether the amount is paid or not) and Seller shall promptly issue a corrected Invoice. Overpayments shall be returned by the receiving Party upon request or deducted by the receiving Party from subsequent invoices, with interest accrued at a rate per annum equal to the Interest Rate in effect on the Due Date from the date of the receipt of the overpayment until the date paid or deducted.

Section 5.3 Taxes, Fees and Levies

Seller shall be obligated to pay all present and future taxes, fees and levies ("Taxes") which may be assessed by any entity upon the Seller's provision of NEPOOL GIS Certificates to the Buyer.

Section 5.4 Netting and Setoff

Unless otherwise specified in another written agreement between the Parties, if the Parties are required to pay an amount on the same date each to the other under this Agreement or any other agreement between the Parties, such amounts shall be netted, and the Party owing the greater aggregate amount shall pay to the other Party any difference between the amounts owed. Each Party reserves all rights, setoffs, counterclaims and other remedies and defenses (to the extent not expressly herein or therein waived or denied) that such Party has or to which such Party may be entitled arising from or out of this Agreement or such other written agreement. Further, if the Buyer incurs any costs or charges that are the responsibility of Seller under this Agreement, such costs or charges may, at the Buyer's election, be netted against any amount due to Seller under this Agreement. All outstanding obligations to make payment under this Agreement may be netted against each other, set off or recouped there from.

Section 5.5 Delivery Shortfall

If Seller has not transferred all or part of the NEPOOL GIS Certificates required pursuant to Exhibit A (a "Shortfall") to the applicable certificate accounts of FG&E by the close of the applicable Trading Period for NEPOOL GIS Certificates, Seller shall pay FG&E an amount equal to the product of (i) the number of MWHs which constitute the Shortfall, and (ii) the Alternative Compliance Payment Rate minus the NEPOOL GIS Certificate Purchase Price that the Buyer would have had to pay Seller for each Certificate.

ARTICLE 6. DEFAULT AND TERMINATION

Section 6.1 Events of Default

(a) Any one or more of the following events shall constitute an "Event of Default" hereunder with respect to the Buyer:

(i) Failure of the Buyer

(A) in any material respect to comply with, observe or perform any covenant, warranty or obligation under this Agreement (but excluding events that are otherwise specifically covered in this Section as a separate Event of Default and except to the extent attributable to Seller's wrongful act or failure to act in breach of this Agreement), but only if

(ii) (B) After receipt of written notice from Seller such failure continues for a period of five (5) Business Days, or, if such failure cannot be reasonably cured within such five (5) Business Day period, such further period as shall reasonably be required to effect such cure (but in no event longer than thirty (30) days), provided that the Buyer (x) commences within such five (5) Business Day period to effect a cure and at all times thereafter proceeds diligently to complete the cure as quickly as possible and (y) provides to Seller written documentation of its efforts and plan to cure and estimated time for completion of the cure.

(b) Any one or more of the following events shall constitute an "Event of Default" hereunder with respect to Seller:

(i) Failure of Seller

(A) in any material respect to comply with, observe, or perform any covenant, warranty or obligation under this Agreement (but excluding events that are otherwise specifically covered in this Section as a separate Event of Default and except to the extent attributable to the Buyer's wrongful act or wrongful failure to act in breach of this Agreement), but only if

(B) after receipt of written notice from the Buyer such failure continues for a period of five (5) Business Days, or, if such failure cannot be reasonably cured within such five (5) Business Day period, such further period as shall reasonably be required to effect a cure (but in no event longer than thirty (30) days), provided that Seller (x) commences within such five (5) Business Day period to effect such cure and at all times thereafter proceeds diligently to complete the cure as quickly as possible and (y) provides to Buyer written documentation of its efforts and plan to cure and estimated time for completion of the cure;

(ii) Failure of Seller to transfer NEPOOL GIS Certificates in the amounts and/or at the times required by, and otherwise in accordance with, Article 4; and

(c) Any one or more of the following events with respect to either Party shall constitute an "Event of Default" hereunder with respect to such Party:

(i) The entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of such Party in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or (B) a decree or order adjudging such Party as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of such Party under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of such Party or of any substantial part of its property, or ordering the winding up or liquidation of its affairs;

(ii) The commencement by such Party of a voluntary case or proceeding, or any filing by a third party of an involuntary case or proceeding against a Party that is not dismissed within thirty (30) days of such third party's filing, under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or of any other case or proceeding to be adjudicated as bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of such Party in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of a Party or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by such Party in furtherance of any such action; and

(iii) Any representation or warranty made by a Party is or becomes false or

misleading in any material respect.

Section 6.2 Remedies Upon Default

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to (i) continue performance under this Agreement and exercise such rights and remedies as it may have at law, in equity or under this Agreement and seek remedies as may be necessary or desirable to enforce performance and observation of any obligations and covenants under this Agreement, so long as such rights and remedies are not duplicative of any other rights and remedies hereof, and do not otherwise enable the non-defaulting Party to obtain performance or payments in excess of the performance and payments to which it is otherwise entitled pursuant to this Agreement, or (ii) at its option, give such defaulting Party a written notice (a "Termination Notice"). Termination shall be effective on the date set forth in the Termination Notice, which date shall be no more than twenty (20) Business Days after the date such Termination Notice is provided to the Defaulting Party in accordance with Article 7. Termination of this Agreement shall in no way limit or restrict any Party's right to pursue any legal or equitable remedies available to it arising from an Event of Default.

(b) Notwithstanding any other provision of this Agreement, the cure of an Event of Default or failure to comply with, observe or perform any covenant, warranty or obligation under this Agreement within the period provided therefore in this Agreement shall not release such defaulting Party from its liability to indemnify, save harmless and defend the non-defaulting Party for any claims, demands, suits, losses, liabilities, damages, obligations, payments, costs and expenses (including the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) relating to, arising out of or resulting from such Event of Default or any failure to comply with, observe or perform any covenant, warranty or obligation under this Agreement.

(c) In the event Seller causes or suffers an Event of Default, and the Buyer elects to terminate this Agreement, then, on or before five (5) Business Days following issuance of a Termination Notice by Buyer, Seller shall pay the Buyer an amount equal to the positive amount, if any, equal to the product of (i) the number of NEPOOL GIS Certificates to be transferred to Buyer under this Agreement during the Term that have not been so transferred ("Undelivered Certificates"), and (ii) the positive difference, if any, of the applicable Alternative Compliance Payment rate or rates determined in accordance with the applicable RPS or APS Regulations less the applicable NEPOOL GIS Certificate Purchase Price the Buyer would have had to pay Seller for each Undelivered Certificate if the same had actually been delivered hereunder as and when required, plus all costs, fees and expenses incurred by Buyer in connection with making Alternative Compliance Payment(s) for the Undelivered Certificates. Seller and Buyer agree that the foregoing provision is intended to reflect a mutually acceptable measure of damages for such Event of Default.

(d) In the event the Buyer causes or suffers an Event of Default, and Seller elects to

terminate this Agreement, then, on or before five (5) Business Days following issuance of the Termination Notice by Seller, the Buyer shall pay Seller the positive amount, if any, equal to the product of (i) the number of NEPOOL GIS Certificates required to be transferred by Seller under this Agreement during the Term that have not been so transferred (“Untransferred Certificates”) and (ii) the positive difference, if any, of the NEPOOL GIS Certificate Purchase Price less the average market price as of the date of issuance of such Termination Notice for the number of Untransferred Certificates of a vintage equivalent to the calendar year in which such Untransferred Certificates were to be delivered hereunder as specified in Article 4. Such average market price is to be determined based upon the average of prices quoted by three independent third party brokerage services selected by Seller and reasonably acceptable to the Buyer. Seller and Buyer agree that the foregoing provision is intended to reflect a mutually acceptable measure of damages for such Event of Default.

Section 6.3 Forward Contract.

Each Party represents and warrants to the other that it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code, that this Agreement is a “forward contract” within the meaning of the United States Bankruptcy Code, and that the remedies identified in this Agreement, including but not limited to those specified in Section 7, shall be “contractual rights” as provided for in 11 U.S.C. § 556 as that provision may be amended from time to time.

ARTICLE 7. NOTICES, REPRESENTATIVES OF THE PARTIES

Section 7.1 Notices

Any notice, demand, or request required or authorized by this Agreement to be given by one Party to another Party shall be in writing. It shall either be sent by facsimile (with receipt confirmed by telephone and electronic transmittal receipt), courier, personally delivered (including overnight delivery service) or mailed, postage prepaid, to the representative of the other Party designated in accordance with this Article. Any such notice, demand, or request shall be deemed to be given (i) when sent by facsimile confirmed by telephone and electronic transmittal receipt, (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service) or (iii) seven (7) days after deposit in the United States mail, if sent by first class mail return receipt requested.

Notices and other communications by Seller to the Buyer shall be addressed to:

Robert S. Furino
Vice President
Fitchburg Gas and Electric Light Company
6 Liberty Lane West
Hampton, NH 03842-1720
(603) 773-6452 (phone)
(603) 773-6652 (fax)

Notices and other communications by the Buyer to Seller shall be addressed to:

[Name]
[Company]
[Address]
[City, State & Zip]
[Phone]
[FAX]

Any Party may change its representative or address for notices by written notice to the other Party; however such notice shall not be effective until it is received by the other Party.

ARTICLE 8. LIABILITY; INDEMNIFICATION; RELATIONSHIP OF PARTIES

Section 8.1 Limitation on Consequential, Incidental and Indirect Damages

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.2, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER THE BUYER NOR SELLER, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENT OR AFFILIATES, SUCCESSOR OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, SUCCESSORS, OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEY'S FEES OR LITIGATION COSTS EXCEPT AS EXPRESSLY PROVIDED IN 13.2 AND IN ACCORDANCE WITH THE LIMITATION THEREUNDER) CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF RECOVERY. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT.

Section 8.2 Indemnification

(a) Seller agrees to defend, indemnify and save the Buyer, its officers, directors, employees, agents, successors, assigns, and Affiliates and their officers, directors, employees and agents harmless from and against any and all third-party claims, suits, actions or causes of action and any resulting losses, damages, charges, costs or expenses, (including reasonable attorneys' fees and court costs), arising from or in connection with any (a) breach of a representation or

warranty or failure to perform any covenant or agreement in this Agreement by Seller, (b) any violation of applicable law, regulation or order by Seller, (c) any act or omission by Seller with respect to this Agreement, first arising, occurring or existing during the term of this Agreement, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, except to the extent caused by an act of gross negligence or willful misconduct by an officer, director, agent, employee, or Affiliate of the Buyer or its respective successors or assigns.

(b) The Buyer agrees to defend, indemnify and save Seller, its officers, directors, employees, agents, successors, assigns, and Affiliates and their officers, directors, employees and agents harmless from and against any and all third-party claims, suits, actions or causes of action and any resulting losses, damages, charges, costs or expenses, (including reasonable attorneys' fees and court costs), arising from or in connection with any (a) breach of representation or warranty or failure to perform any covenant or agreement in this Agreement by said Buyer, (b) any violation of applicable law, regulation or order by Buyer, (c) any act or omission by the Buyer, with respect to this Agreement first arising, occurring or existing during the term of this Agreement, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, except to the extent caused by an act of gross negligence or willful misconduct by an officer, director, agent, employee or Affiliate of Seller or its respective successors or assigns.

(c) If any Party intends to seek indemnification under this Section from the other Party with respect to any action or claim, the Party seeking indemnification shall give the other Party notice of such claim or action within thirty (30) days of the later of the commencement of, or actual knowledge of, such claim or action; provided, however, that in the event such notice is delivered more than thirty (30) days after the Party seeking indemnification knows of such claim or action, the indemnifying Party shall be relieved of its indemnity hereunder only if and to the extent such indemnifying Party was actually prejudiced by such delay. The Party seeking indemnification shall have the right, at its sole cost and expense, to participate in the defense of any such claim or action. The Party seeking indemnification shall not compromise or settle any such claim or action without the prior consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.3 Independent Contractor Status

Nothing in this Agreement shall be construed as creating any relationship between the Buyer and Seller other than that of independent contractors for the sale and delivery of NEPOOL GIS Certificates.

Section 8.4 No Third Party Beneficiaries

There are no third party beneficiaries to this Agreement.

ARTICLE 9. ASSIGNMENT

Section 9.1 General Prohibition Against Assignments

Except as provided in Section 9.2, neither Party shall assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining the other Party's written consent, which consent shall not be unreasonably withheld.

Section 9.2 Exceptions to Prohibition Against Assignments

Either Party may, upon written notice, assign its rights and obligations hereunder, or transfer such rights and obligations by operation of law, to any entity with which or into which such Party shall merge or consolidate or to which such Party shall transfer all or substantially all of its assets, provided that such other entity agrees to be bound by the terms hereof and provided further, that such other entity's creditworthiness is comparable to or higher than that of such Party at the time this Agreement was executed and such Party is not relieved of any obligation or liability hereunder as a result of such assignment.

ARTICLE 10. SUCCESSORS AND ASSIGNS

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

ARTICLE 11. WAIVERS

No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. The waiver of any single breach or default of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other prior or subsequent breach or default of the Agreement or any other term or condition.

ARTICLE 12. LAWS AND REGULATIONS

Section 12.1 Applicable Laws

This Agreement and all rights, obligations, and performances of the Parties hereunder, are subject to all applicable federal and state laws, and to all duly promulgated orders and other duly authorized action of governmental authorities having jurisdiction hereof.

Section 12.2 Laws and Regulations

Each Party shall perform its obligations hereunder in accordance with applicable law, rules and regulations. The rates, charges, terms and conditions contained in this Agreement are not subject to change under Sections 205 or 206 of the Federal Power Act, as either section may be amended or superseded, absent the mutual written agreement of the Parties. It is the intent of this Section that, to the maximum extent permitted by law, the rates, charges, terms and conditions of this Agreement shall not be subject to such change. Absent the agreement of the Parties to the proposed change, the standard of review for changes to the rates, terms, and/or conditions of service of this Agreement proposed by a Party, a non-Party, or the Commission, acting sua sponte, shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the “Mobile-Sierra” doctrine).

Section 12.3 NEPOOL Requirements

This Agreement is subject to all NEPOOL Rules. If, during the term of any Transaction, a NEPOOL Rule is terminated, modified or amended in a manner that would eliminate or materially alter a material right or obligation of a Party hereunder, the Parties agree to negotiate in good faith in an attempt to amend this Agreement to embody the Parties’ original intent and economic effect. The intent of the Parties is that any such amendment reflect, as closely as possible, the intent, substance and effect of the NEPOOL Rule being replaced, modified or amended as such NEPOOL Rule was in effect prior to such termination, modification or amendment, provided that such amendment shall not alter: (i) the obligations of the Parties pursuant to Article 4 or 5 of this Agreement, or (ii) the NEPOOL GIS Certificate Purchase Price.

Section 12.4 Competitive Affiliates of Seller

If a Competitive Affiliate of Seller exists during the Term, Seller shall not disclose any information received from FG&E regarding the service provided hereunder, or the customers served under this Agreement, nor shall Seller assign any interest hereunder, to any such Competitive Affiliate. The term “Competitive Affiliate” shall be as defined in 220 C.M.R 12, and shall refer to an entity that is engaged in the sale of electricity to retail customers in Massachusetts.

Section 12.5 Sales Tariffs

Each Party agrees that if it seeks to amend any applicable power sales tariff during the Term, such amendment will not in any way materially and adversely affect this Agreement without the prior written consent of the other Party. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.

ARTICLE 13. INTERPRETATION, DISPUTE RESOLUTION

Section 13.1 Governing Law

The Agreement shall be governed by and construed and performed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles.

Section 13.2 Dispute Resolution

In the event of any dispute among the Parties arising out of or relating to this Agreement, the Parties shall refer the matter to their duly authorized officers for resolution. Should such officers fail to resolve the dispute within five (5) days after such referral, either Party may seek such further legal recourse as such Party sees fit, provided that for the purposes of any litigation of such disputes the Parties agree to submit to the exclusive jurisdiction of the courts in the Commonwealth of Massachusetts.

Section 13.3 Venue; Waiver of Jury Trial

Each Party hereto irrevocably (i) submits to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts; (ii) waives any objection which it may have to the laying of venue of any proceedings brought in any such court; and (iii) waives any claim that such proceedings have been brought in an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

ARTICLE 14. SEVERABILITY

Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining provisions and lawful obligations that arise under this Agreement. If any provision of this Agreement, or the application thereof to any Party or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision or circumstances shall not be affected by such invalidity or unenforceability.

ARTICLE 15. MODIFICATIONS

No modification or amendment of this Agreement will be binding on any Party unless it is in writing and signed by both Parties.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, including the Appendices, the tariffs and agreements referred to herein or therein, embody the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. It is expressly acknowledged and agreed that there are no restrictions, promises, representations, warranties, covenants or undertakings contained in any material provided or otherwise made available by the Seller or the Buyer to each other. No exclusive rights or obligations are granted in or by this Agreements unless specifically set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated hereby.

ARTICLE 17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

ARTICLE 18. INTERPRETATION; CONSTRUCTION

The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "including" shall mean "including, without limitation." The Parties acknowledge that, each Party and its counsel have reviewed and or revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and it is the result of joint discussion and negotiation.

ARTICLE 19. REPRESENTATIONS; WARRANTIES AND COVENANTS

Each Party represents to the other Party, upon execution and continuing throughout the term of this Agreement, as follows:

(a) It is duly organized in the form of business entity set forth in the first paragraph of this Agreement, validly existing and in good standing under the laws of its state of its organization and has all requisite power and authority to carry on its business as is now being conducted, including all regulatory authorizations as necessary for it to legally perform its obligations hereunder.

(b) It has full power and authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by it, and, assuming that this Agreement constitutes a valid and binding agreement of the other Party, constitutes its valid and binding agreement, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, or the terms of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument to which it is bound, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

(d) No declaration, filing with, notice to, or authorization, permit, consent or approval of any governmental authority is required for the execution and delivery of this Agreement by it or the performance by it of its obligations hereunder, other than such declarations, filings, registrations, notices, authorizations, permits, consents or approvals which, if not obtained or made, will not, in the aggregate, have a Material Adverse Effect.

(e) Neither the execution and delivery of this Agreement by it will nor the performance by it of its obligations under this Agreement will or does (i) conflict with or result in any breach of any provision of its Governing Documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which, in the aggregate, would not have a Material Adverse Effect; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to it, which violation would have a Material Adverse Effect.

(f) There are no claims, actions, proceedings or investigations pending or, to its knowledge, threatened against or relating to it before any governmental authority acting in an adjudicative capacity relating to the transactions contemplated hereby that could have a Material Adverse Effect. It is not subject to any outstanding judgment, rule, order, writ, injunction or decree of any court or governmental authority which, individually or in the aggregate, would create a Material Adverse Effect.

(g) There are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, or of its knowledge threatened against it.

(h) It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party hereto, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

ARTICLE 20. CONSENTS AND APPROVALS

The Parties shall cooperate in a reasonable manner so that each Party may take such actions as necessary and required for the other Party to effectuate and comply with this Agreement including to (i) promptly prepare and file all necessary documentation, (ii) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (iii) use all commercially reasonable efforts to obtain all necessary consents, approvals and

authorizations of all other entities, in the case of each of the foregoing clauses (i), (ii) and (iii), necessary or advisable to consummate the transactions contemplated by this Agreement. The Buyer shall have the right to review and approve in advance all characterizations of the information relating to the transactions contemplated by this Agreement which appear in any filing, press release or public announcement made in connection with the transactions contemplated hereby.

ARTICLE 21. SURVIVAL

Subject to Section 3(b), as of the expiration of this Agreement in accordance with Article 3 or, if earlier, its termination, the Parties shall no longer be bound by the terms and provisions hereof, except (a) to the extent necessary to enforce the rights and obligations of the Parties arising under this Agreement before such expiration or termination and (b) the obligations of the Parties hereunder with respect to indemnification and defense of claims.

ARTICLE 22. CONFIDENTIALITY

All Confidential Information shall be held and treated by the Parties and their agents in confidence, used solely in connection with this Agreement, and shall not, except as hereinafter provided, be disclosed without the other Party's prior written consent. Notwithstanding the foregoing, Confidential Information may be disclosed to a third party: (a) to the extent necessary for the purpose of effectuating the supply, transmission and/or distribution of Energy or any other product or service to be delivered pursuant to this Agreement, (b) to regulatory authorities of competent jurisdiction, or as otherwise required by applicable law, regulation or order, and (c) to third parties in connection with a merger, acquisition/disposition and financing transactions, or audit, provided that any such third party shall have signed a confidentiality agreement with the disclosing party containing customary terms and conditions that protect against the disclosure of the Confidential Information, that strictly limit the recipient's use of such information only for the purpose of the subject transaction and that provide for remedies for non-compliance. In the event that either Party ("Disclosing Party") is requested or required to disclose any Confidential Information pursuant to subsection (b) above, the Disclosing Party shall, to the extent legally permissible, provide the other Party with prompt written notice of any such request or requirement, so that the other Party may seek an appropriate protective order, other confidentiality arrangement or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order, other confidentiality arrangement or the receipt of a waiver hereunder, the Disclosing Party, in the opinion of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information which the Disclosing Party's counsel advises that the Disclosing Party is compelled to disclose; provided, that any such disclosure includes a request for confidential treatment of this Agreement and the request for redaction of the Confidential Information from the copies of this Agreement which are placed in the public record or otherwise made available. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date first above written.

Fitchburg Gas & Electric Light Company

Name (print): Robert S. Furino

Title: Vice President

[Company Name]

Name (print): _____

Title: _____

EXHIBIT A

NEPOOL GIS CERTIFICATE VINTAGE, PURCHASE PRICE, QUANTITY AND TRADING PERIODS FOR DELIVERY

VINTAGE	TYPE OF NEPOOL GIS CERTIFICATE	PURCHASE PRICE PER NEPOOL GIS CERTIFICATE	QUANTITY OF NEPOOL GIS CERTIFICATES	DELIVERY DATE FOR NEPOOL GIS CERTIFICATES
2017				On or before June 1, 2018
2018				On or before June 1, 2019

**AMENDMENT No. [X]
OF
MASSACHUSETTS
RENEWABLE ENERGY CERTIFICATE PURCHASE AGREEMENT**

This Amendment No. [X] (“Amendment No. [X]”), dated and effective as of _____ (the “Effective Date”), amends the Massachusetts Renewable Energy Certificate Purchase Agreement, dated [DATE] (the “Agreement”) between Fitchburg Gas and Electric Light Company (“FGE” or “Buyer”) and [SELLER] (“Seller”) (collectively, the “Parties”).

The Parties hereby agree to amend the Agreement as follows:

1. Exhibit A is replaced as attached hereto. This exhibit adds a new section reflecting the quantity and pricing for the additional purchase of [MA RPS] that the Buyer has agreed to obtain from the Seller on [DATE].

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Amendment No. [X] to the Agreement effective as of the Effective Date.

Fitchburg Gas and Electric Light Company

BY: _____

Robert S. Furino
Director, Energy Contracts

[COMPANY NAME]

BY: _____

Name (Print): _____

Title: _____

EXHIBIT A

NEPOOL GIS CERTIFICATE VINTAGE, PURCHASE PRICE, QUANTITY AND TRADING PERIODS FOR DELIVERY

[List active prior transactions]

VINTAGE	TYPE OF NEPOOL GIS CERTIFICATE	PURCHASE PRICE PER NEPOOL GIS CERTIFICATE	QUANTITY OF NEPOOL GIS CERTIFICATES	DELIVERY DATE FOR NEPOOL GIS CERTIFICATES
2017				
2018				

[List completed transactions]

VINTAGE	TYPE OF NEPOOL GIS CERTIFICATE	PURCHASE PRICE PER NEPOOL GIS CERTIFICATE	QUANTITY OF NEPOOL GIS CERTIFICATES	DELIVERY DATE FOR NEPOOL GIS CERTIFICATES
2017				
2018				

Pursuant to Buyer's RFP Issued on **[DATE]**

VINTAGE	TYPE OF NEPOOL GIS CERTIFICATE	PURCHASE PRICE PER NEPOOL GIS CERTIFICATE	QUANTITY OF NEPOOL GIS CERTIFICATES	DELIVERY DATE FOR NEPOOL GIS CERTIFICATES
2017				
2018				

Amendment No. [X], dated [DATE] to
 Massachusetts Renewable Energy Certificate Purchase Agreement, dated [DATE]
 between Fitchburg Gas and Electric Light Company and [SELLER]

MUTUAL CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIAL NON-DISCLOSURE AGREEMENT is made as of _____, 201_ between _____ ("Company"), having a place of business at _____, and Fitchburg Gas and Electric Light Company ("Unitil") having a principal place of business at 6 Liberty Lane West, Hampton, NH 03842, (together "the Parties," individually "a Party"). The Parties hereby agree that disclosures of Confidential Information shall be governed by the following terms and conditions. A Party receiving Confidential Information under this Agreement is referred to as "Recipient," and a Party disclosing Information is referred to as "Discloser."

- 1. Definition of Confidential Information.** "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, any and all confidential and proprietary information relating to the Purpose, the Discloser, its affiliates or subsidiaries, and including all information or material that has or could have commercial value or other use in the business or the prospective business of the Discloser, disclosed by the Discloser to the Recipient in connection with this Agreement and the Purpose, whether committed to memory or embodied in writing or other tangible form. Confidential Information includes, without limitation, contracts, fees, accounts, records, customer and client information, agreements and any other incident of the Discloser's business disclosed to the Recipient, in each case provided in connection with this Agreement and Purpose. Confidential Information does not include any information which Recipient can document: (a) is known to Recipient or any of its Representatives on the non-confidential basis prior to the time of disclosure; (b) is independently developed by Recipient without use of the Confidential Information; (c) becomes known to Recipient from another source without confidentiality restriction on subsequent disclosure or use; (d) is or becomes part of the public domain through no wrongful act of Recipient; or (e) is information approved for disclosure or release by the Recipient by written authorization from the Discloser. Confidential Information does not include any source code or technical information

subject to a license that meets the requirements of the Open source Definition. The Open Source Definition is found at <http://www.opensource.org/osd.html>.

2. **Purpose for Disclosure.** The parties may only use Confidential Information for the following purposes (the “Purpose”):
 - Negotiation of potential power supply and/or renewable energy credits purchase and sales transactions (“Transactions”).
 - Negotiation of a potential base contract(s) or master agreement(s) pertaining to any Transactions (“Base Contracts”).
 - Evaluation of either Parties creditworthiness in the context of either potential or existing Transactions and/or Base Contracts.
3. **Non-Disclosure of Confidential Information.** Recipient agrees: (i) to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure of Discloser’s Confidential Information as it uses to protect its own Confidential Information; (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as necessary in accordance with the Purpose; (iv) not to copy or reverse engineer any such Confidential Information; and (v) not to export or re-export (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or product thereof. Recipient agrees to disclose Confidential Information only to its directors, officers, employees, consultants, agents or independent contractors (its “Representatives”) with a direct need to know to effect the Purpose, and who are bound by legally enforceable obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient shall not remove the proprietary notices from Confidential Information. Each Party agrees to promptly notify the other Party in writing of any misuse or misappropriation of Confidential Information of the other Party of which it becomes aware.
4. **Mandatory Disclosure.** In the event that Recipient or its Representatives is requested or required by any competent judicial, governmental or regulatory body or by legal

process or applicable regulations or laws to disclose any of the Confidential Information of Discloser, Recipient shall give prompt notice so that Discloser may seek a protective order or other appropriate relief. If such protective order is not obtained, Recipient shall disclose only that portion of the Confidential Information that its counsel advises that it is legally required to disclose.

5. **Remedies.** Recipient acknowledges and agrees that due to the unique nature of Discloser's Confidential Information, there may be no adequate remedy at law for any breach of Recipient's obligations hereunder, which breach may result in irreparable harm to the Discloser and therefore, that upon any such breach of any threat thereof, the Discloser shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.
6. **Term.** The foregoing commitments of each Party shall survive any termination of the Purpose, and shall remain in effect with respect to any particular Confidential Information unless and until the Recipient can document that one of the exceptions stated in Section 1 applies, or unless mutually agreed, as evidenced by writing, to a shorter period.
7. **No Additional Agreements; No Prohibition on Agreements.** Nothing herein shall obligate either Party to disclose any Confidential Information or negotiate or enter into any agreement or relationship with the other Party. Nothing herein shall prohibit a Party from entering into any arrangement or agreement with a third party.
8. **No Warranty.** The Parties understand and agree that Confidential Information is provided "as is"; neither Party shall have any responsibility to the other based on any claim that any information furnished hereunder was incorrect, incomplete, or defective in any way. Neither Party makes any warranties, whether express, implied or statutory, regarding the sufficiency of the information disclosed for any purpose, including warranties of merchantability, fitness for a particular purpose, and non-infringement.
9. **General.** (a) Assignment. This Agreement is not assignable or transferable by either Party; any attempted assignment will be void and without effect, unless such assignment is agreed to in writing by both Parties. (b) No Other Rights. No rights,

title, license of any kind in any Confidential Information is provided hereunder, either expressly or by implication, estoppel or otherwise. (c) No Agency. This Agreement does not create any agency or partnership relationship. (d) No Waiver. No waiver of any provision of this Agreement, or a breach of this Agreement shall be effective unless it is in writing, signed by the Party waiving the provision or the breach. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach of this Agreement. (e) Choice of Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of New Hampshire, excluding its choice of laws rules. (f) Complete Agreement. This Agreement constitutes the complete agreement between the Parties on the subject matter identified herein. Any modifications to this Agreement must be made in writing and signed by both Parties.

Fitchburg Gas and Electric Light Company

(Company)

By: _____

By: _____

NAME (PRINT OR TYPE)

NAME (PRINT OR TYPE)

TITLE: _____

TITLE: _____

Date: _____

Date: _____

RESPONDENT: _____

Fitchburg Gas and Electric Light Company
Renewable Energy Certificate RFP
Proposal Submission Form
Due: Thursday, January 25, 2018

APPENDIX A: PROPOSAL SUBMISSION FORM

RESPONDENT: _____

1. General Information

Name of Respondent	
Name of Parent or Guarantor (if any)	
Principal contact person - Name - Title - Company - Mailing address - Telephone number - Fax number - E-mail address	
Secondary contact person (if any) - Name - Title - Company - Mailing address - Telephone number - Fax number - E-mail address	
Legal status of Respondent (e.g., sole proprietorship, partnership, limited partnership, joint venture, or corporation)	
State of incorporation, residency or organization	
Description of Respondent and all relevant affiliated entities and joint ventures	

RESPONDENT: _____

2. Financial Information

<i>Please provide the following for Respondent and/or Parent/Guarantor (as appropriate)</i>	Respondent	Parent/Guarantor
Federal Tax ID.		
Please provide a copy of the most recent financials including balance sheet, income statement and cash flow statement.		

3. Defaults and Adverse Situations

<p>Has Respondent, or any affiliate of Respondent, in the last five years, (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors.</p> <p>Explain the situation, its outcome and all other relevant facts associated with the event described.</p> <p>Please also identify the name, title and telephone number of the principal manager of the customer/client who asserted the event of default or noncompliance.</p>	
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RESPONDENT: _____

<p>Describe any facts presently known to Respondent that might adversely affect its ability to provide the service bid herein as provided for in the Request for Proposals.</p>	
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4. NEPOOL Experience

<p>Is Respondent a member of NEPOOL?</p>	
<p>Please list Respondent's NEPOOL Participant ID.</p>	
<p>If Respondent is NOT a NEPOOL member, list the name and Participant ID of the NEPOOL member who will carry Respondent's obligations in its settlement account. Please provide a supporting statement and contact information from such member.</p>	
<p>Has Respondent previously provided Renewable Energy Certificates or Default Service Power Supply to Unitil?</p> <p>If response is "NO", please provide references as requested below.</p> <p>-----</p> <p>Please provide three references (name, title and contact information) who have contracted with the Respondent for RECs or who can attest to Respondent's ability in this area.</p>	<p style="text-align: center;">YES or NO</p> <p>-----</p> <p>1.</p> <p>2.</p> <p>3.</p>

RESPONDENT: _____

5. Non Price Terms

Please list all regulatory approvals required before certificates can be delivered.	
Is Respondent willing to enter into contractual terms substantially as proposed in the Renewable Energy Certificate Purchase Agreement contained in Appendix B?	YES or NO

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
 NEPOOL-GIS Certificate RFP Issued January 11, 2018
 MA RPS & APS Requirements for 2017/2018 - REC RFP No. 9

Pricing Due: **January 25, 2018**

Respondent Name

Bid Form - MA Renewable Energy Certificates

PLEASE USE THIS WORKSHEET TO SUBMIT PRICING
INPUT AREAS ARE HIGHLIGHTED

	MA Class I NEPOOL-GIS Certificates	MA Class I Solar Carve-out I NEPOOL-GIS	MA Class I Solar Carve-out II NEPOOL-GIS	MA Class II NEPOOL-GIS Certificates	MA Class II-Waste NEPOOL-GIS Certificates	MA APS NEPOOL-GIS Certificates
Compliance Year	2017	2017	2017	2017	2017	2017
Maximum Quantity Sought	0	1,190	480	2,140	6,130	3,440
Quantity Offered						
Offer Price per Certificate						
Expected Delivery Date						
Firm or Contingent Delivery						