

UNION ATLANTIC ELECTRICITY CORP. RESIDENTIAL TERMS & CONDITIONS

PURCHASE OF ELECTRIC GENERATION SERVICE. This Supply Contract ("Agreement") is between Union Atlantic Electricity Corp. ("UAE") and the undersigned customer ("Customer"). UAE is licensed by the NH Public Utilities Commission ("PUC") to offer and supply electric generation services in New Hampshire. UAE agrees to sell and Customer agrees to buy Customer's full requirements for electric generation service (measured or estimated in kilowatt-hours or other relevant units by the Customer's transmission and distribution utility ("Utility")) at the price, on the terms and conditions and for the term specified in this Agreement. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that UAE provides physical delivery to Customer's facilities and shall end at 24:00:00 EST on the term's last day.

PRICING. Customer will be billed a fixed or variable rate in cents per kilowatt-hour for Customer's electricity usage, as described below. "Small/Residential" rates are for residential customers and for customers designated "Small Commercial" customers by their Utility. "On-peak" hours include the hours defined as "on-peak" and "shoulder" by Customer's Utility. "Off-peak" hours include the hours defined as "off-peak" by Customer's Utility.

Small/Residential Basic (SF) \$ _____/kWh
Small/Residential Green (SFG) \$ _____/kWh

These prices do not include applicable taxes. Customer is responsible for paying Customer's local utility distribution and transmission charges as well as any other applicable charges (including system benefits charge and stranded recovery cost charge). Fixed rate price structures are based on the current Utility standard offer rates and market conditions at the time. UAE may change fixed rates at the time of Agreement renewal, by notifying customer within 30 days before the change is to occur, and may change variable rates without notice. UAE may in the future alter pricing structure to reflect demand and/or reactive power (measured or estimated in kilowatts and kilowatt-amperes reactive, respectively, by the Customer's transmission and distribution utility), or other factors. UAE may also offer rate structures not described in this Agreement.

Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products. Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Future Performance: Past results regarding particular electricity products may not indicate future results.

TERM. The term of this Agreement is one year, beginning at the next meter read date after the Utility processes Customer's enrollment with UAE. Utility enrollment requirements and Customer's meter reading schedule may delay commencement. Upon commencement of service, this Agreement will automatically renew annually at Customer's current plan rate (except that Customer's account shall switch between "Small/Residential" and "Medium" whenever the Utility makes such a switch for delivery service), until terminated by Customer or UAE with at least 60 days written notice.

BILLING. The cost of Customer's electric generation service will be included on Customer's Utility bill, which also includes Utility transmission and distribution and other charges, and said cost is due and payable when that bill is due and payable. Customer agrees to accept the Utility's measurements and estimates for purposes of accounting for the electric power supplied under this Agreement. When the Utility issues Customer a consolidated bill that includes charges for electric generation service supplied by UAE, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. If UAE bills Customer directly, in the event Customer defaults on payment or other obligations under this Agreement by more than fifteen (15) days, Customer will be responsible for balances owed to UAE for generation service and UAE's actual out-of-pocket expenses incurred in enforcing its rights under this Agreement, including reasonable attorney fees, actual court costs, and a 1.5% charge for every 30 days that an amount is past due, reflecting UAE's cost of

capital. Moreover, UAE may cancel this Agreement upon thirty (30) days written notice, at which subsequent time Customer will return to the Utility's Standard Offer rate plan. UAE reserves the right to change billing methods.

ESTIMATED BILLS. In the event the Utility is unable to read Customer's electric meter, the Utility will estimate Customer's usage and Customer's charges will be calculated accordingly and adjusted on a future bill. UAE reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

CUSTOMER DEPOSITS. UAE does not require a customer deposit to enroll.

CREDIT REPORTING. UAE reserves the right to contact a credit reporting agency to obtain Customer's utility credit history and credit score, and to report Customer's payment history.

WARRANTY DISCLAIMER; DAMAGES; FORCE MAJEURE. ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY UAE ON AN "AS IS" BASIS. UAE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE IT PROVIDES. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, UAE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE IT PROVIDES.

Customer agrees that UAE shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. UAE shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling Customer with the Utility. UAE's liability shall be limited to direct actual damages only, which will not exceed the amount of Customer's single largest monthly invoice during the preceding 12 months. In no event shall UAE be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement. UAE will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of UAE's control (Force Majeure events) may result in interruptions in service and UAE shall not be liable for any such interruptions. UAE does not generate, transmit or distribute electricity, and Customer agrees that UAE shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond UAE's control. This Agreement has no third-party beneficiaries.

CHARGES AND FEES. Customer will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to Customer by UAE unless Customer chooses to terminate this Agreement with less than 60 days notice. Customer understands and agrees that in order for UAE to offer and fulfill its fixed rate obligation to Customer, it has to purchase electric power in advance of usage in amounts needed to meet Customer's needs. If Customer cancels this Agreement with less than 60 days notice, Customer shall be liable to pay for electricity used between the termination's effective date and a date 60 days after the termination request, estimated based on Customer's historical usage. Said Fee does not constitute a penalty, but rather reflects the cost of selling the unused portion of Customer's electricity to others, UAE's projected lost revenue from such a sale, if any, and related expenses. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority or by an entity participating in the electrical system (including the PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE

rules, changes affecting fees, costs, or charges imposed by ISO-NE or the PUC, changes in market rules, changes in load profiles, or changes in nodal and zonal definitions, and such change results in UAE incurring additional costs and expenses in providing Customer's electricity service, these additional costs and expenses shall be Customer's responsibility and they will be assessed in Customer's monthly bill as a pass-through charge

CHANGES IN TERMS OF SERVICE. In the event of any material change in these Terms and Conditions, UAE will notify Customer in writing by Customer's email address on record between 30 and 60 calendar days in advance of such material change.

ASSIGNMENT. This Agreement may be assigned or transferred by UAE without Customer's consent with thirty (30) days prior written notice to Customer's e-mail address on record. Customer may not assign this Agreement, in whole or part, or any of Customer's rights or obligations hereunder, without prior written consent from UAE. Nothing in this Agreement shall create, or be construed to create, any express or implied rights in any person or entity other than UAE and Customer.

RIGHT TO RESCIND. CUSTOMER HAS A RIGHT TO RESCIND THIS CONTRACT WITHOUT PENALTY ANY TIME BEFORE MIDNIGHT ON THE LATER OF THE THIRD BUSINESS DAY AFTER CUSTOMER RECEIVES IT OR THE FIFTH BUSINESS DAY AFTER IT IS POSTMARKED (IF MAILED). TO EXERCISE CUSTOMER'S RIGHT TO RESCIND, CUSTOMER MUST CONTACT UAE BY ONE OF THE FOLLOWING THREE MEANS:

- (1) By telephone (toll-free) at: (855) 388-6466;
- (2) By mailing a written notice to rescind to: Union Atlantic Electricity Corp., 220 Maine Mall Rd., So. Portland, ME 04106; or
- (3) Electronically through UAE's website at www.unionatlanticelectricity.com, or email at nhcustomerservice@unionatlanticelectricity.com.

DO-NOT-CALL LIST. The Federal Trade Commission maintains a national Do Not Call List. Customer may place Customer's home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which Customer does not have an established business relationship. Customer can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

CONFIDENTIALITY AND INFORMATION RELEASE AUTHORIZATION. By entering into this Agreement and providing Utility account number(s) and authorization number(s), Customer authorizes UAE to obtain from Utility any account information, including usage information and payment history. UAE will not release confidential customer information (including, but not limited to, name, e-mail address, telephone number and payment information) to any third-party without Customer's written authorization, except as necessary for power purchase and billing purposes.

NET METERING. Any account subject to Net Metering requires an additional contract to be signed with UAE regarding payment arrangements for excess payment of power purchased over historical account usages at time of enrollment, as well as an ACH agreement for drafting of said amounts.

METER USAGE INFORMATION. UAE has authority to act as Customer's agent to obtain Advanced Metering Information (AMI) and Historical Usage information for its account pursuant to this Agreement.

INSOLVENCY. Customer acknowledges and agrees that this Agreement and the transaction(s) under it constitute a 'forward contract' within the meaning of the United States Bankruptcy Code. To the fullest extent possible, Customer agrees to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledges that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to Customer or this Agreement.

BILL PAYMENT ASSISTANCE. Eligible low-income residential customers may qualify for discounted electric rates from their Utility or electric assistance from the State. For more information contact your Utility or visit the New Hampshire PUC website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. Customer may also call 211 or visit their website at 211nh.org for a list of

available services in New Hampshire. UAE cannot guarantee a lower electricity rate against specialized utility rates, such as those for low-income eligible customers.

QUESTIONS AND COMPLAINTS. Customer can contact UAE with questions, complaints, or to resolve disputes by calling (855)-388-6466 during the following hours: Monday through Friday, 9:00 a.m. to 5:00 p.m. Customer can also contact UAE through its website at www.unionatlanticelectricity.com.

CONSUMER PROTECTION RIGHTS. Customer may contact the NH PUC to obtain information on consumer protection rights by calling the PUC's Consumer Assistance Division at 1-800-852-3793, or by writing to the PUC at:

New Hampshire Public Utilities Commission
Consumer Assistance Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

UNION ATLANTIC ELECTRICITY CORP. COMMERCIAL TERMS & CONDITIONS

PURCHASE OF ELECTRIC GENERATION SERVICE. This Supply Contract ("Agreement") is between Union Atlantic Electricity Corp. ("UAE") and the undersigned customer ("Customer"). UAE is licensed by the NH Public Utilities Commission ("PUC") to offer and supply electric generation services in New Hampshire. UAE agrees to sell and Customer agrees to buy Customer's full requirements for electric generation service (measured or estimated in kilowatt-hours or other relevant units by the Customer's transmission and distribution utility ("Utility")) at the price, on the terms and conditions and for the term specified in this Agreement. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that UAE provides physical delivery to Customer's facilities and shall end at 24:00:00 EST on the term's last day.

PRICING. Customer will be billed a fixed or variable rate in cents per kilowatt-hour for Customer's electricity usage, as described below. "Small/Residential" rates are for customers designated "Small Commercial" customers by their Utility, and "Medium" rates are for customers designated "Medium Commercial" customers by their Utility. "On-peak" hours include the hours defined as "on-peak" and "shoulder" by Customer's Utility. "Off-peak" hours include the hours defined as "off-peak" by Customer's Utility.

Small Basic (SF)	\$ ____/kWh	Medium Basic (MF)	\$ ____/kWh
Small Green (SFG)	\$ ____/kWh	Medium Green (MFG)	\$ ____/kWh

These prices do not include applicable taxes. Customer is responsible for paying Customer's local utility distribution and transmission charges as well as any other applicable charges. Variable rates are determined by UAE and may fluctuate on a monthly basis. Fixed rate price structures are based on the current Utility standard offer rates and market conditions at the time. UAE may change fixed rates annually in March or at other times indicated, by notifying customer within 30 days before the change is to occur, and may change variable rates without notice. UAE may in the future alter pricing structure to reflect demand and/or reactive power (measured or estimated in kilowatts and kilowatt-amperes reactive, respectively, by the Customer's transmission and distribution utility), or other factors. UAE may also offer rate structures not described in this Agreement.

Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products. Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Future Performance: Past results regarding particular electricity products may not indicate future results.

TERM. The term of this Agreement is one year, beginning at the next meter read date after the Utility processes Customer's enrollment with UAE. Utility requirements and meter read schedules may delay commencement. Upon commencement of service, this Agreement will automatically renew annually at Customer's current plan rate (except that Customer's account shall switch between "Small/Residential" and "Medium" whenever the Utility makes such a switch for delivery service), until terminated by either Party with at least 60 days written notice.

BILLING. The cost of Customer's electric generation service will be included on Customer's Utility bill, which also includes Utility transmission and distribution and other charges, and said cost is due and payable when that bill is due and payable. Customer agrees to accept the Utility's measurements and estimates for purposes of accounting for the electric power supplied under this Agreement. When the Utility issues Customer a bill that includes charges for electric generation service supplied by UAE, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies, including assessment by the Utility of late payment fees and interest. If UAE bills Customer directly, in the event Customer defaults on payment or other obligations under this Agreement by more than fifteen (15) days, Customer will be responsible for balances owed to UAE for generation service and UAE's actual expenses incurred in enforcing its rights under this Agreement, including reasonable attorney fees, court costs, and a .35% charge for every week that an amount is

past due, reflecting UAE's cost of capital. Moreover, UAE may cancel this Agreement upon thirty (30) days written notice, at which subsequent time Customer will return to the Utility's Standard Offer rate plan. Seller reserves the right to adjust its billing cycle from time to time, including the right to estimate in advance all or part of amounts due during such cycle, with end-of-cycle reconciliation against Customer's actual consumption.

ESTIMATED BILLS. In the event the Utility is unable to read Customer's electric meter, the Utility will estimate Customer's usage and Customer's charges will be calculated accordingly and adjusted on a future bill. UAE reserves the right to use third-party billing in performance of this Supply Agreement.

CUSTOMER DEPOSITS & CREDIT REPORTING. UAE does not require a customer deposit to enroll. UAE reserves the right to contact a credit reporting agency to obtain Customer's utility credit history and credit score, and to report Customer's payment history.

WARRANTY DISCLAIMER; DAMAGES; FORCE MAJEURE. ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY UAE ON AN "AS IS" BASIS. UAE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE IT PROVIDES. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, UAE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE IT PROVIDES.

Customer agrees that UAE shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. UAE shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling Customer with the Utility. UAE's liability shall be limited to direct actual damages only, which will not exceed the amount of Customer's single largest monthly invoice during the preceding 12 months. In no event shall UAE be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement. UAE will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of UAE's control (Force Majeure events) may result in interruptions in service and UAE shall not be liable for any such interruptions. UAE does not generate, transmit or distribute electricity, and Customer agrees that UAE shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond UAE's control. This Agreement has no third-party beneficiaries.

CHARGES AND FEES. Customer will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to Customer by UAE unless Customer chooses to terminate this Agreement with less than 60 days notice. Customer understands and agrees that in order for UAE to offer and fulfill its fixed rate obligation to Customer, it has to purchase electric power in advance of usage in amounts needed to meet Customer's needs. If Customer cancels this Agreement with less than 60 days notice, Customer shall be liable to pay for electricity used between the termination's effective date and a date 60 days after the termination request, estimated based on Customer's historical usage. Said Fee does not constitute a penalty, but rather reflects the cost of selling the unused portion of Customer's electricity to others, UAE's projected lost revenue from such a sale, if any, and related expenses. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental

authority or by an entity participating in the electrical system (including the PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, changes affecting fees, costs, or charges imposed by ISO-NE or the PUC, changes in market rules, changes in load profiles, or changes in nodal and zonal definitions, and such change results in UAE incurring additional costs and expenses in providing Customer's electricity service, these additional costs and expenses shall be Customer's responsibility and they will be assessed in Customer's monthly bill as a pass-through charge

DISPUTES. The Parties agree to use best efforts to resolve any disputes informally, without resort to litigation, arbitration or mediation. If dispute resolution is unsuccessful, the Parties may seek such other remedies as may be available under applicable law or as the parties may otherwise agree to resolve such dispute. Customer shall pay undisputed amounts in the ordinary course, and upon resolution of the dispute, the prevailing party shall receive the amount it is owed within 5 business days, plus interest and reasonable costs, including attorney's fees. This Agreement is governed by New Hampshire law.

WAIVER & SEVERABILITY. No waiver of this Agreement's requirements shall occur based on UAE's failure to provide notice of any default or other requirement under this Agreement, and failure to object to any default shall not operate or be construed as a waiver of any future default.

CHANGES IN TERMS OF SERVICE/ASSIGNMENT. In the event of any material change in these Terms and Conditions, UAE will notify Customer in writing by Customer's email address on record between 30 and 60 calendar days in advance of such change. This Agreement may be assigned or transferred by UAE without Customer's consent with thirty (30) days prior written notice to Customer's e-mail address on record. Customer may not assign this Agreement or any of Customer's rights or obligations hereunder, without prior written consent from UAE. Nothing in this Agreement shall create, or be construed to create, any express or implied rights in any person or entity other than UAE and Customer.

RIGHT TO RESCIND. CUSTOMER HAS A RIGHT TO RESCIND THIS CONTRACT WITHOUT PENALTY ANY TIME BEFORE MIDNIGHT ON THE LATER OF THE THIRD BUSINESS DAY AFTER CUSTOMER RECEIVES IT OR THE FIFTH BUSINESS DAY AFTER IT IS POSTMARKED (IF MAILED). TO EXERCISE CUSTOMER'S RIGHT TO RESCIND, CUSTOMER MUST CONTACT UAE BY ONE OF THE FOLLOWING THREE MEANS:

- (1) By telephone (toll-free) at: (855) 388-6466;
- (2) By mailing a written notice to rescind to: Union Atlantic Electricity Co., 220 Maine Mall Road, South Portland, ME 04106; or
- (3) Electronically through UAE's website at www.unionatlanticelectricity.com, or email at nhcustomerservice@unionatlanticelectricity.com.

CONFIDENTIALITY AND INFORMATION RELEASE AUTHORIZATION. By entering into this Agreement and providing Utility account number(s) and authorization number(s), Customer authorizes UAE to obtain from Utility any account information, including usage information and payment history. UAE will not release confidential customer information (including, but not limited to, name, e-mail address, telephone number and payment information) to any third-party without Customer's written authorization, except as necessary for power purchase and billing purposes.

NET METERING. Any account subject to Net Metering requires an additional contract to be signed with UAE regarding payment arrangements for excess payment of power purchased over historical account usages at time of enrollment, as well as an ACH agreement for drafting of said amounts.

METER USAGE INFORMATION. UAE has authority to act as Customer's agent to obtain Advanced Metering Information (AMI) and Historical Usage information for its account pursuant to this Agreement.

INSOLVENCY. Customer acknowledges and agrees that this Agreement and the transaction(s) under it constitute a 'forward contract' within the meaning of the United States Bankruptcy Code. To the fullest extent possible, Customer agrees to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledges that for purposes of this application of principles

afforded "forward contracts" the provisions of Section 366 shall not apply to Customer or this Agreement.

QUESTIONS AND COMPLAINTS. Customer can contact UAE with questions, complaints or to resolve disputes by calling (855)-388-6466 during the following hours: Monday through Friday, 9:00 a.m. to 5:00 p.m. Customer can also contact UAE through its website at www.unionatlanticelectricity.com.

CONSUMER PROTECTION RIGHTS. Customer may contact the NH PUC to obtain information on consumer protection rights by calling the PUC's Consumer Assistance Division at 1-800-852-3793, or by writing to the PUC at:

New Hampshire Public Utilities Commission
Consumer Assistance Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429