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BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: JULY 6, 2016

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3137698

APPLICANT REFERENCE NUMBER: 1607060919590878

ISSUING BANK
BANK OF AMERICA, N.A.
333 S. HOPE STREET
14TH FLOOR, CA9-193-14-53
LOS ANGELES, CA 90071-1406

BENEFICIARY
NEW HAMPSHIRE PUBLIC UTILITIES
COMMISSION
21 SOUTH FRUIT STREET, SUITE 10
CONCORD, NH 03301, USA

APPLICANT
EDF ENERGY SERVICES, LLC
4700 W. SAM HOUSTON PARKWAY NORTH
SUITE 250
HOUSTON, TX 77041, USA

AMOUNT
NOT EXCEEDING USD 100,000.00
NOT EXCEEDING ONE HUNDRED THOUSAND AND 00/100'S US DOLLARS

EXPIRATION
JUNE 30, 2017 AT OUR COUNTERS

THE BANK OF AMERICA, N.A. ("BANK") HEREBY ISSUES THIS IRREVOCABLE STANDBY LETTER OF CREDIT ("CREDIT") IN YOUR FAVOR FOR AN AGGREGATE SUM SHOWN ABOVE WHICH IS AVAILABLE ON WRITTEN DEMAND MADE UPON BANK OF AMERICA, N.A., 333 SOUTH HOPE STREET, 14TH FLOOR, LOS ANGELES, CA 90071-1406, WHICH DEMAND WE SHALL HONOR WITHOUT ENQUIRING WHETHER YOU HAVE A RIGHT AS BETWEEN YOURSELF AND THE APPLICANT TO MAKE SUCH DEMAND AND WITHOUT RECOGNIZING ANY CLAIM OF THE APPLICANT.

PROVIDED, HOWEVER, THAT YOU ARE TO DELIVER TO US AT SUCH TIME AS A WRITTEN DEMAND FOR PAYMENT IS MADE UPON US THE FOLLOWING DOCUMENTS:

CERTIFICATE PURPORTEDLY SIGNED BY AN AUTHORIZED SIGNATORY OF THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION STATING THAT EDF ENERGY SERVICES, LLC HAS FAILED TO MAKE REQUIRED PAYMENT(S) OR PAYMENT ARRANGEMENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF AN ORDER ISSUED BY THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION ON _____, 20____, AND THAT THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION IS ENTITLED TO PAYMENT OF USD _____ AS A RESULT OF SUCH FAILURE BY EDF ENERGY SERVICES, LLC.

SPECIAL CONDITIONS:

1. PARTIAL DRAWINGS ARE ALLOWED.
2. THIS CREDIT WILL CONTINUE TO THE EXPIRY DATE AND WILL EXPIRE AT OUR COUNTERS AT THE CLOSE OF BANKING BUSINESS ON THAT DATE SUBJECT TO

ORIGINAL

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3137698

THE FOLLOWING CONDITION SET OUT BELOW IN PARAGRAPH 3.

3. IT IS A CONDITION OF THIS CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR PERIODS FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY YOU BY REGISTERED MAIL/COURIER THAT WE ELECT NOT TO CONSIDER THIS CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

4. THE VALUE OF THIS CREDIT IS REDUCED BY ANY PARTIAL DRAWINGS MADE. IF THIS CREDIT IS AUTOMATICALLY EXTENDED, IT IS EXTENDED FOR THE THEN OUTSTANDING BALANCE OF THIS CREDIT.

5. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE 'ISP98'). WITH RESPECT TO ANY MATTER NOT COVERED BY THE ISP98 SUCH MATTER IS GOVERNED BY THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE ISP98 AND THE LAWS OF THE STATE OF DELAWARE THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THE ISP98 AND THIS CREDIT, THE TERMS OF THIS CREDIT SHALL GOVERN.

WE HEREBY ISSUE THIS STANDBY LETTER OF CREDIT IN YOUR FAVOR.

BANK OF AMERICA, N.A.

BY: 

NAME: MANUEL BANUELOS

TITLE: ASST. VICE PRESIDENT

ORIGINAL