



Liberty Power

Offer ID: _____
Expiration Time: _____ EST

**SALES CONFIRMATION
FIXED PRICE PRODUCT
(NEPOOL)**

Upon execution by each of the Parties, this Sales Confirmation will confirm the agreement of the Parties to enter into a Transaction as defined in and pursuant to the terms of the Master Sales Agreement between the Parties dated as of 10/11/2011 ("Master Agreement") under the following terms and conditions (capitalized terms used herein have the meanings given in the Master Agreement). With respect to any Facility or Account, as defined herein, which is listed on any other Sales Confirmation, this Sales Confirmation replaces the other Sales Confirmation and the Price herein becomes the current Price upon execution of this Sales Confirmation.

FACILITIES AND ACCOUNTS: As specified on the attached Schedule 1.

TRANSACTION TERM: This Transaction will be effective when signed by both Customer and Supplier. The Transaction Term will commence for each Account as specified on the attached Schedule 1 on the next Utility Transfer Date occurring on or after 1/1/2013 and will continue until the next Utility Transfer Date occurring on or after 12/31/2014.

PRICE: For each Billing Cycle during the Transaction Term, Customer will pay Supplier a Contract Price per kWh of Actual Usage as specified in Schedule 1 and described below. The Contract Price has been set based on market conditions and Customer executing and Supplier receiving this Sales Confirmation prior to Offer Expiration Time as specified on Schedule 1. This Sales Confirmation is only valid upon full execution by both Customer and Supplier.

CUSTOMER ACKNOWLEDGEMENT: Customer acknowledges that Account(s) may be invalidated or removed from Schedule 1 by Supplier if (1) the information listed for any Account is materially inaccurate, or (2) for any reason the Utility does not accept, or causes significant delay in, the enrollment of any Account, in which case Supplier and Customer may execute an updated Sales Confirmation as mutually agreed by both Parties.

INVOICING: For Supplier Consolidated and/or Dual Billing agreements, Supplier shall submit one monthly invoice per account. For Utility Consolidated agreements, Utility invoice will include Supplier charges as a separate line item on invoice. In either case, such invoice shall include the address, and the Account number(s) as specified on Schedule 1. Invoicing shall occur as determined by the Utility's standard invoicing policy. Invoices shall be sent to the following address:

Customer Name: Bill to Respective Service
Attn C/O: Addresses Indicated on Schedule 1
Address: _____
City, State & Zip: _____
Phone: _____

PAYMENT INSTRUCTIONS: Unless otherwise directed by Utility consolidated billing arrangements, all payments by Customer under this agreement will be remitted to:

Bank: Bank of America
12400 I-45 North, Suite 100
Houston, TX 77060
ABA (Wires): 026009593
ABA (ACH, non-wires): 111000012
Account Name: Liberty Power Holdings
Account No.: 4426295864
Beneficiary Name: Liberty Power Holdings

Not later than ten (10) business days following the receipt of Customer's Actual Usage, Supplier will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. In the event Supplier does not receive Customer's Actual Usage, Supplier reserves the right to use Anticipated Usage in place of Actual Usage, for an individual or group of accounts for the calculations included above. In the event that Supplier issues an invoice using Anticipated Usage, Supplier will notify Customer and will charge or credit Customer for any adjustments no later than ten (10) business days following Supplier's receipt of the Actual Usage.

For any applicable Load Zone, the above charges will only apply when all of Customer accounts have been enrolled by the local utilities.

Customer Initials 

SPECIAL PROVISIONS:

CONTRACT PRICE : means the energy price, including capacity, ancillary services, transmission and distribution losses, State required RPS (Renewable Portfolio Standards), ARR (Auction Revenue Rights), and any other miscellaneous charges (including, but not limited to ISO/RTO, or PUC fees). The price does not include Taxes, regulated charges from the utility including, but not limited to, utility transmission and distribution charges, customer account fees or other utility transition charges.

CONSUMPTION BANDWIDTH: In the event Customer's monthly consumption of electric energy in aggregate of all Accounts materially changes by an amount greater than +/- fifteen (15%) percent ("Threshold") of the monthly aggregate of all Accounts for the last twelve (12) months of historical consumption as specified on the attached Schedule 1, then the following shall apply:

- (i) For such energy consumption that is above the 15% Threshold (the "excess") in any month, Customer shall pay Supplier an amount equal to the product of the excess in the hourly energy consumption and the positive difference, if any, between (a) the Day-Ahead Locational Marginal Price (LMP) + current market pricing for ancillaries, Hub to Zone Congestion, RUC, losses and RPS and (b) the Contract Price.
- (ii) For such energy consumption that is less than 85% (shortage) in any month of the monthly aggregate of all Accounts for the last twelve (12) months of historical consumption as specified on the attached Schedule 1, Customer shall pay Supplier an amount equal to the product of the shortage in the hourly energy consumption and the positive difference, if any, between (a) Contract Price and (b) the Day-Ahead LMP + current market pricing for ancillaries, Hub to Zone Congestion, RUC, losses and RPS.

Liberty Power Holdings LLC
Liberty Power Maryland LLC
Liberty Power District of Columbia LLC
LPT, LLC
Liberty Power New York LLC

Capitol Region Council of Governments

(SUPPLIER)

(CUSTOMER)

Signed By: _____
(SUPPLIER)

Signed By: _____
(CUSTOMER)

Printed Name: _____

Printed Name: LUIS D. NABAY

Title: _____

Title: EXECUTIVE DIRECTOR

Date: _____

Date: 10-12-2011





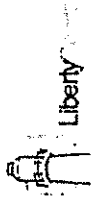
SCHEDULE 1 Part A

Offer ID: [OFFER ID]
 Expiration Time: [EXP TIME] EST
 Customer Name: [CUSTOMER_NAME]

Account Number	Utility	Delivery Point	Voltage	Service Class	Service Address	City	State	Zip Code	Current IAP (kW)	Annual Anticipated Retail Usage (kWh)	Start Date	End Date	Voluntary Green	Contract Price (\$/kWh)
005903009	CL&P	CT	Secondary	116	Streetlight	Wethersfield	CT		0.00	8,793	Jan-2013	Dec-2014	13%	\$0.07540
009941007	CL&P	CT	Secondary	27	461 Wells Rd	Wethersfield	CT		176.52	400,629	Jan-2013	Dec-2014	13%	\$0.07540
019741004	CL&P	CT	Secondary	115	Streetlight	Wethersfield	CT		0.00	93,995	Jan-2013	Dec-2014	13%	\$0.07540
026212002	CL&P	CT	Secondary	116	Streetlight	Wethersfield	CT		0.00	2,340	Jan-2013	Dec-2014	13%	\$0.07540
059741008	CL&P	CT	Secondary	116	Streetlight	Wethersfield	CT		0.00	39,895	Jan-2013	Dec-2014	13%	\$0.07540
061051009	CL&P	CT	Secondary	30	150 Main St	Wethersfield	CT		3.05	7,685	Jan-2013	Dec-2014	13%	\$0.07540
070151003	CL&P	CT	Secondary	30	193 Wells Rd	Wethersfield	CT		0.51	2,531	Jan-2013	Dec-2014	13%	\$0.07540
097051006	CL&P	CT	Secondary	35	200 Main St	Wethersfield	CT		70.29	249,121	Jan-2013	Dec-2014	13%	\$0.07540
110941009	CL&P	CT	Secondary	37	551 Silas Deane HWY	Wethersfield	CT		214.58	705,086	Jan-2013	Dec-2014	13%	\$0.07540
111841004	CL&P	CT	Secondary	30	Westway	Wethersfield	CT		1.09	1,973	Jan-2013	Dec-2014	13%	\$0.07540
149171002	CL&P	CT	Secondary	35	250 Silas Deane HWY	Wethersfield	CT		154.72	488,253	Jan-2013	Dec-2014	13%	\$0.07540
156841005	CL&P	CT	Secondary	116	Streetlight	Wethersfield	CT		0	33,387	Jan-2013	Dec-2014	13%	\$0.07540
218251001	CL&P	CT	Secondary	41	95 Highcrest Rd	Wethersfield	CT		58.06	396,130	Jan-2013	Dec-2014	13%	\$0.07540
228551005	CL&P	CT	Secondary	40	30 Greenfield St	Wethersfield	CT		74.39	199,173	Jan-2013	Dec-2014	13%	\$0.07540
245941003	CL&P	CT	Secondary	30	186 Nott St	Wethersfield	CT		62.19	309,827	Jan-2013	Dec-2014	13%	\$0.07540
255651003	CL&P	CT	Secondary	30	220 Hartford Ave	Wethersfield	CT		4.89	12,235	Jan-2013	Dec-2014	13%	\$0.07540
268841008	CL&P	CT	Secondary	116	156 Prospect St	Wethersfield	CT		24.38	70,339	Jan-2013	Dec-2014	13%	\$0.07540
299271001	CL&P	CT	Secondary	1	Francis St	Wethersfield	CT		0	328	Jan-2013	Dec-2014	13%	\$0.07540
329251000	CL&P	CT	Secondary	30	380 Garden St	Wethersfield	CT		0.04	518	Jan-2013	Dec-2014	13%	\$0.07540
405271006	CL&P	CT	Secondary	30	23 Kellaher Ct	Wethersfield	CT		31.42	55,966	Jan-2013	Dec-2014	13%	\$0.07540
414171009	CL&P	CT	Secondary	116	Prospect St, BLDG G	Wethersfield	CT		3.4	1,810	Jan-2013	Dec-2014	13%	\$0.07540
425661008	CL&P	CT	Secondary	30	Streetlight	Wethersfield	CT		0	663	Jan-2013	Dec-2014	13%	\$0.07540
433351006	CL&P	CT	Secondary	30	206 Prospect St	Wethersfield	CT		17.85	50,062	Jan-2013	Dec-2014	13%	\$0.07540
443051003	CL&P	CT	Secondary	30	30 Greenfield St	Wethersfield	CT		42.55	33,212	Jan-2013	Dec-2014	13%	\$0.07540
469151001	CL&P	CT	Secondary	30	108 Marsh St	Wethersfield	CT		6.64	49,044	Jan-2013	Dec-2014	13%	\$0.07540
481171000	CL&P	CT	Secondary	117	51 Willow St	Wethersfield	CT		122.94	449,296	Jan-2013	Dec-2014	13%	\$0.07540
543051003	CL&P	CT	Secondary	30	Streetlight	Wethersfield	CT		0	26,024	Jan-2013	Dec-2014	13%	\$0.07540
546841008	CL&P	CT	Secondary	56	100 Marsh St	Wethersfield	CT		32.16	117,605	Jan-2013	Dec-2014	13%	\$0.07540
555841001	CL&P	CT	Secondary	30	411 Wolcott Hill Rd	Wethersfield	CT		214.45	1,614,199	Jan-2013	Dec-2014	13%	\$0.07540
557612001	CL&P	CT	Secondary	116	171 Main St	Wethersfield	CT		20.68	43,302	Jan-2013	Dec-2014	13%	\$0.07540
573841007	CL&P	CT	Secondary	116	127 Hartford Ave	Wethersfield	CT		0	464	Jan-2013	Dec-2014	13%	\$0.07540
578741004	CL&P	CT	Secondary	116	Streetlight	Wethersfield	CT		0	6,699	Jan-2013	Dec-2014	13%	\$0.07540
618861009	CL&P	CT	Secondary	116	Streetlight	Wethersfield	CT		0	33,132	Jan-2013	Dec-2014	13%	\$0.07540
625651005	CL&P	CT	Secondary	30	State St	Wethersfield	CT		0	794,237	Jan-2013	Dec-2014	13%	\$0.07540
754841009	CL&P	CT	Secondary	29	Millwoods Park Rd	Wethersfield	CT		0	561	Jan-2013	Dec-2014	13%	\$0.07540
808741002	CL&P	CT	Secondary	116	Streetlight	Wethersfield	CT		0	464	Jan-2013	Dec-2014	13%	\$0.07540
836841003	CL&P	CT	Secondary	116	127 Hartford Ave	Wethersfield	CT		0	1,365	Jan-2013	Dec-2014	13%	\$0.07540
840941006	CL&P	CT	Secondary	116	127 Hartford Ave	Wethersfield	CT		0	1,876	Jan-2013	Dec-2014	13%	\$0.07540
860251008	CL&P	CT	Secondary	30	Streetlight	Wethersfield	CT		0	187,383	Jan-2013	Dec-2014	13%	\$0.07540
872941007	CL&P	CT	Secondary	30	188 Griswold Rd	Wethersfield	CT		18.71	51,530	Jan-2013	Dec-2014	13%	\$0.07540
904841004	CL&P	CT	Secondary	30	Francis St	Wethersfield	CT		65.1	336,719	Jan-2013	Dec-2014	13%	\$0.07540
942371009	CL&P	CT	Secondary	30	505 Silas Deane HWY	Wethersfield	CT		232.33	778,697	Jan-2013	Dec-2014	13%	\$0.07540
					127 Hartford Ave	Wethersfield	CT		47.69	134,165	Jan-2013	Dec-2014	13%	\$0.07540

Customer Initials:

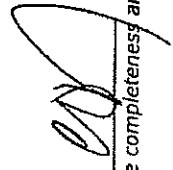
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SCHEDULE 1 Part A

Offer ID: [OFFER ID]
 Expiration Time: [EXP TIME] EST
 Customer Name: [CUSTOMER_NAME]

Account Number	UTILITY	Delivery Point	Voltage	Service Class	Service Address	City	State	Zip Code	Current ICAP (KW)	Annual Anticipated Retail Usage (kWh)	Start Date	End Date	Voluntary Green	Contract Price (\$/kWh)
993841000	CL&P	CT	Secondary	116	Streetlight	Wethersfield	CT		0	1,874	Jan-2013	Dec-2014	13%	\$0.07540
121171004	CL&P	CT	Secondary	30	97 Broad St, Unit East	Wethersfield	CT		0	25	Jan-2013	Dec-2014	13%	\$0.07540
339171005	CL&P	CT	Secondary	30	Broad St, Unit West	Wethersfield	CT		0	395	Jan-2013	Dec-2014	13%	\$0.07540
820882008	CL&P	CT	Secondary	30	550 Main St.	Wethersfield	CT		0	0	Jan-2013	Dec-2014	13%	\$0.07540


 Customer Initials:

I have confirmed the completeness and accuracy of the information contained on this page.



SCHEDULE 1
Part B

Offer ID: [OFFER ID]
 Expiration Time: [EXP TIME]
 Customer Name: [CUSTOMER_NAME]

Utility	Delivery Point	Month	Year	Contract Retail Quantity		
				Peak (kWh)	Off Peak (kWh)	Total (kWh)
CL&P	CT	January	2013	395,296	326,536	721,832
CL&P	CT	February	2013	345,312	306,451	651,763
CL&P	CT	March	2013	358,142	329,385	687,528
CL&P	CT	April	2013	331,690	278,134	609,824
CL&P	CT	May	2013	379,773	297,528	677,301
CL&P	CT	June	2013	360,256	309,120	669,376
CL&P	CT	July	2013	418,317	323,282	741,599
CL&P	CT	August	2013	359,110	307,250	666,360
CL&P	CT	September	2013	358,304	300,640	658,944
CL&P	CT	October	2013	364,394	294,182	658,576
CL&P	CT	November	2013	334,976	285,672	620,648
CL&P	CT	December	2013	364,358	317,710	682,068
CL&P	CT	January	2014	393,642	323,478	717,120
CL&P	CT	February	2014	347,104	309,373	656,477
CL&P	CT	March	2014	360,595	334,920	695,516
CL&P	CT	April	2014	333,661	274,013	607,674
CL&P	CT	May	2014	353,304	313,222	666,526
CL&P	CT	June	2014	375,547	292,915	668,462
CL&P	CT	July	2014	421,414	322,812	744,226
CL&P	CT	August	2014	352,632	325,502	678,134
CL&P	CT	September	2014	368,525	286,464	654,989
CL&P	CT	October	2014	364,394	294,182	658,576
CL&P	CT	November	2014	318,227	297,071	615,298
CL&P	CT	December	2014	381,709	305,250	686,959
Total (kWh)				8,740,682	7,355,094	16,095,776

Customer Initials: 