

Fitchburg Gas and Electric Light Company as of 11/9/2010

Electric TCS and MBR

FGE Market Based Rate

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FGE Market Based Rate Tariff, 1.0.0 A

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11/01/2010

**WHOLESALE MARKET-BASED RATE TARIFF OF
FITCHBURG GAS AND ELECTRIC LIGHT CO.**

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ARTICLE 1

General Terms and Conditions

1.1 General Purpose

The purpose of this Tariff is to provide for sales for resale of capacity and/or associated energy to buyers at negotiated rates. This Tariff shall become effective on the date established by the Federal Energy Regulatory Commission (“the Commission”).

1.2 Availability

Sales for resale of capacity and/or energy under this Tariff are available from Fitchburg Gas and Electric Light Company (“the Seller”) to buyers, including, but not limited to, investor owned utilities, municipalities, rural electric cooperatives, power marketers, exempt wholesale generators and associations of such entities (“the Buyer”).

1.3 Obligations of the Parties

A Buyer desiring to take service under this Tariff shall sign a Service Agreement which shall apply to all transactions under this Tariff between the Seller and the Buyer. By signing a Service Agreement in the form included herein, the Buyer agrees to take and pay for, and the Seller agrees to furnish, such capacity and/or energy as may be mutually agreed upon, subject to the terms and conditions of this Tariff, including Article 1.5, as it may be in effect from time to time, and subject to the action of the Commission or any successor regulatory agency with jurisdiction over sales for resale of electricity.

1.4 Termination

This Tariff may be terminated unilaterally by the Seller at any time upon 60 days written notice to the Buyer and upon filing a Notice of Termination with the Commission. Any Service Agreement hereunder may be terminated unilaterally by the Seller or the Buyer at any time upon 60 days written notice to the other party and the Commission. Termination of the Tariff or a Service Agreement shall not cause the termination prior to its term of any agreement for the sale of capacity and/or energy that is entered into prior to the termination of the Tariff or Service Agreement, and the Tariff or Service Agreement shall remain in effect as to such sale until such sale terminates.

1.5 Rights and Approvals

The obligations of the Seller and the Buyer are subject to and conditioned on securing and retaining all rights and approvals necessary in order to permit service hereunder, and each party agrees to use its best efforts to secure and retain all such rights and approvals which may be required from regulatory authorities of competent jurisdiction.

1.6 Continuity of Service

It is understood that the sales hereunder are to be made in some instances from units and over transmission facilities that are not operated by the Seller. Unless otherwise agreed to by the Seller and a Buyer, the Seller does not guarantee the continuity of service hereunder.

1.7 Dispatch

It is understood that the Seller is a member of the New England Power Pool (“NEPOOL”) and is a signatory to the NEPOOL Agreement. To the extent that transactions under this Tariff are

subject to the provisions of the NEPOOL Agreement, the dispatch provisions shall be in accordance with the NEPOOL Agreement, as amended from time to time. For those transactions under this Tariff that are not subject to the NEPOOL Agreement, the dispatch provisions shall be as mutually agreed by the Seller and Buyer.

1.8 Billings and Payment

(a) All bills shall be rendered monthly in such reasonable detail as the Buyer may request. All bills shall be due and payable upon presentation. In the event of a dispute as to the amount of any bill, the Buyer will notify the Seller of the amount in dispute, and the Buyer will pay to the Seller the entire amount of the bill, including the disputed amount. The Seller shall refund, with simple interest at the rate described in paragraph (c), any portion of the disputed amount ultimately found to be incorrect. In the event adequate billing data are not available, bills may be rendered on an estimated basis subject to prompt corrective adjustment when such data are received.

(b) The Buyer shall not have the right to challenge any bill, invoice or statement or bring any court or administrative action of any kind questioning the same or seeking refunds after a period of 12 months from the date it is rendered. In the case of a bill, invoice, or statement containing estimates, the Buyer shall not have the right to challenge its accuracy after a period of 12 months from the date it is adjusted to reflect the actual amounts due.

(c) When all or part of any bill shall remain unpaid for more than 10 days from receipt by the Buyer, the Buyer shall pay to the Seller simple interest at two percent over the then prime rate offered by the Bank of America, its successors or assigns, with such interest to be computed on the unpaid amount from the date of rendering to the date final payment is received.

1.9 Liability

No party shall be responsible to any other party in tort, contract or otherwise for any damages of any kind which may result from events such as interruptions, failures of service, or deficiencies in the quality or quantity of service unless such interruptions, failures, or deficiencies result from willful negligence of such party. Unless otherwise agreed by the Seller and the Buyer, it is the intent of this provision that all parties shall assume the risks of interruptions, failures, or deficiencies in the quality or quantity of service caused by the hazards of the business as if they themselves were operating the facilities for the purpose of supplying themselves with electricity.

Except as provided in the preceding paragraph, each party shall indemnify and save the other parties harmless from and against all costs and damages incurred by reason of bodily injury, death, or damage to property caused by, or sustained on, each of its own facilities. However, each of the parties shall be solely responsible for, and shall bear all costs of claims by its own employees, contractors, or agents, no matter where such event occurs, and each of the parties shall be solely responsible for, and shall bear all costs of claims by, its own employees, contractors or agents arising under, and covered by, any workmen's compensation law.1.10 Force Majeure

The Seller and the Buyer shall use due diligence to perform their obligations under the Service Agreement and any agreements thereunder but conditions may arise which prevent or delay performance by a party because of causes beyond that party's reasonable control including, without limiting the generality of the foregoing, flood, earthquake, fire, explosion, epidemic, war, riot, civil disturbance, labor trouble, strike, sabotage, and restraints by court or public authority

which by exercise of due diligence and foresight a party could not be expected to avoid. If a party is rendered unable to fulfill any obligations by reason of such causes, it shall be excused from performing to the extent it is prevented or delayed from so doing, but shall exercise due diligence to correct such inability with all reasonable dispatch, and shall not be liable for injury, damage, or loss resulting from such inability. However, settlement of strikes and labor disturbances shall be wholly within the discretion of the affected party. In no event will economic hardship be construed as a force majeure event.

1.11 Dispute Resolution

The Seller and the Buyer shall attempt in good faith to resolve any disputes that may arise under this Tariff or under the Service Agreement. In the event that the Seller and the Buyer are unable to resolve any such dispute within 30 days of the date on which the dispute arises, they shall have recourse to mediation, arbitration, or other alternative dispute resolution device of their mutual selection. If the parties cannot agree on an alternative dispute resolution device, they shall submit the dispute to arbitration. Any arbitration shall be by a single arbitrator selected by the parties.

1.12 Assignability

Any Service Agreement for the sale of capacity and/or energy executed under this Tariff shall inure to the benefit of, and shall bind the successors of the parties thereto, but shall not be assignable without the consent of said parties. In the event the Buyer assigns or resells to another party any portion of the capacity and/or energy purchased hereunder, the Buyer remains liable to the Seller for payment of the full amount of such assigned or resold capacity and/or energy.

1.13 Communications

Any notice, demand or request provided for in this Tariff shall be deemed to be properly given or made if set forth in writing and delivered or sent by first class mail postage prepaid by facsimile or electronic mail to the Seller or to the Buyer at its principal office.

1.14 Effect of Federal and State Laws

The obligations of the Seller and the Buyer hereunder are subject to any present and future Federal and State laws, regulations, orders, or other regulations duly promulgated.

1.15 Applicable Laws

This Tariff and all Service Agreements executed hereunder shall be interpreted in accordance with the laws of the State of Massachusetts.

1.16 Compliance with Commission Regulations

The Seller shall comply with the provisions of 18 CFR Part 35, Subpart H, as applicable, and with any conditions the Commission imposes in its orders concerning the Seller's market-based rate authority, including orders in which the Commission authorizes the Seller to engage in affiliate sales under this Tariff or otherwise restricts or limits the Seller's market-based rate authority. Failure to comply with the applicable provisions of 18 CFR Part 35, Subpart H, and with any orders of the Commission concerning the Seller's market-based rate authority, will constitute a violation of this Tariff.

1.17 Limitations and Exemptions Regarding Market-Based Rate Authority

Not applicable.

1.18 Seller Category

Seller is a Category 1 seller, as defined in 18 C.F.R. § 35.36(a).

ARTICLE II Rate Provisions

2.1 Charges

For each transaction, the Buyer shall pay to the Seller such charges as are agreed upon in writing between the Seller and the Buyer.

2.2 Records of Transactions

The Seller will retain copies of all records of transactions and charges entered into pursuant to this Tariff, but need not file such records with the Commission. On request, the Seller will provide to the Commission and the Buyer copies of such records and other information and data regarding the service and charges.

FORM OF SERVICE AGREEMENT

This Service Agreement dated as of _____ is entered into by and between Fitchburg Gas and Electric Light Company (“the Seller”) and _____ (“the Buyer”). The Seller agrees to furnish and the Buyer agrees to purchase capacity and/or energy pursuant to the terms and conditions of FERC Electric Tariff Original Volume No. 3 (“the Tariff”). Rates, terms and conditions of specific transactions shall be agreed to in writing by the Seller and the Buyer but need not be filed with the Federal Energy Regulatory Commission (“the Commission”). Service will be provided pursuant to fully-negotiated, market-based rates.

The Seller and the Buyer agree that any fees for filing this Service Agreement with the Commission will be borne by the Buyer. The Seller and the Buyer both understand that transactions under this Tariff are purely voluntary and will be entered into only if mutually beneficial and agreeable to both parties.

Any notice, demand or request provided for in this Tariff shall be deemed to be properly given or made if set forth in writing and delivered or sent by first class mail postage prepaid:

To the Seller:
Fitchburg Gas and Electric
Light Company
6 Liberty Lane West
Hampton, NH 03842-1720

To the Buyer:

IN WITNESS HEREOF, the parties have caused this Service Agreement to be executed by their respective authorized officials.

FITCHBURG GAS AND ELECTRIC
LIGHT COMPANY

Date: _____

By: _____

Title: _____

 (“Buyer”)

Date: _____

By: _____

Title: _____