

**Service Agreement For  
Firm Point-To-Point Transmission Service**

1.0 This Service Agreement, dated as of December 1, 2010, is entered into, by and between VT TRANSCO, LLC (Transmission Provider), and Brookfield Energy Marketing LP (Transmission Customer).

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Transmission Provider's Local Open Access Transmission Tariff (Tariff).

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of \$ TBD, in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) December 1, 2010, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on November 30, 2030.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Director of Operations

VT TRANSCO, LLC

366 Pinnacle Ridge Road

Rutland, Vermont 05701

Telefax: (802) 770-6440

Time recorded telephone line: (802) 770-6260

Transmission Customer:

Brookfield Energy Marketing LP

Attn: Legal Department

480 de la Cite Blvd.

Gatineau, QC, J8T 8R3

Fax: 819-561-7188

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7.0 The Tariff is incorporated herein and made a part hereof.  
IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be  
executed by their respective authorized officials.

Transmission Provider: VT TRANSCO, LLC

By: [Signature]

Title: VP + General Counsel

Date: 11/25/10

Transmission Customer: Company: Brookfield Energy Marketing LP

By: [Signature]

By: [Signature]

Title: Andrea Rocheleau, VP, Legal Services

Title: Vincent Frenier, COO, BEM

Date: 15/11/10

Date: 15/11/10

### Specifications For Firm Point-To-Point Transmission Service

1.0 Term of Transaction: 20 years

Start Date: December 1, 2010

Termination Date: November 30, 2030

2.0 Description of capacity and energy to be transmitted by Transmission  
Provider including the electric Control Area in which the transaction originates.  
Firm energy and capacity between Quebec, ISO-NE and NYISO

3.0 Point(s) of Receipt: \_\_\_\_\_

Delivering Party: \_\_\_\_\_

4.0 Point(s) of Delivery: \_\_\_\_\_

Receiving Party: \_\_\_\_\_

5.0 Maximum amount of capacity and energy to be transmitted  
(Reserved Capacity): \_\_\_\_\_

6.0 Designation of party(ies) subject to reciprocal service obligation:

\_\_\_\_\_  
N/A

7.0 Name(s) of any Intervening Systems providing transmission service:

\_\_\_\_\_  
N/A

8.0 Service under this Agreement may be subject to some combination of the  
charges detailed below. (The appropriate charges for individual transactions will  
be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge:  
As per Tariff

8.2 System Impact and/or Facilities Study Charge(s):  
As per Tariff, if applicable

8.3 Direct Assignment Facilities Charge:  
As per Tariff, if applicable

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8.4 Ancillary Services Charges:

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As per Tariff if applicable

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