

**Attachment A**  
**to**  
**Indeck Maine Energy, L.L.C. Bid Proposal**  
**Standard Offer Service Medium Class Load –**  
**Period of September 1, 2007 through February 29, 2008**

**Bidder Conditions**

The offer of Indeck Maine Energy, L.L.C. ("Provider") to provide standard offer service at the prices provided in its Bid Price Proposal is made subject to the following conditions, which shall be expressly incorporated by reference in the Maine Public Utilities Commission's ("Commission") order designating Provider as a standard offer provider (the "Order").

1. Bid Price Proposal Expiration: Close of business, July 31, 2007.

2. Basic Understandings: Notwithstanding anything to the contrary in the Standard Offer Provider Standard Service Agreement to which Provider shall become a party (the "SOP Agreement") upon its acceptance of the Commission's decision to designate it as a standard offer provider, Provider's rights and obligations as provided under the Order and SOP Agreement shall consist of (i) the applicable and material provisions of Maine law and regulations, and provisions of the Request for Proposal; (ii) the Order; and (iii) the SOP Agreement, as agreed to by Provider (collectively, the "Standard Offer Obligations"). In addition: (a) the Order shall be considered a Precept (as defined in the SOP Agreement); (b) in the event of any conflict or inconsistency between the terms and conditions of the Order and any other terms and conditions, including the SOP Agreement, the Order shall control and/or be given priority to the extent permitted by applicable law or regulation; and (c) the terms and conditions of the Order and all other documents governing the Standard Offer Obligations should be taken together and be interpreted as explanatory of one another, and to the extent practicable should be interpreted so as to avoid or minimize such conflicts.

3. Provider's Responsibilities: Provider understands that as a standard offer provider, it will have the obligation to comply with Maine's eligible resource portfolio requirement during the term of the Standard Offer Obligation. For the avoidance of doubt, Provider is not obligated to deliver any renewable energy credits or any other environmental attributes associated with its own generation. As a renewable generation source qualified to provide renewable energy credits in various New England States, Provider shall retain ownership and title to all such renewable energy credits and attributes.

Accordingly, the Commission agrees and acknowledges that, notwithstanding anything to the contrary in the Order or the SOP Agreement, the Provider is only selling sufficient capacity and energy to fulfill its obligation hereunder, it being understood that Provider retains

all rights, title and interests to all renewable energy attributes associated with Provider's own generation of electricity, including, without limitation, all renewable energy certificates and/or credits, emissions, emissions offsets or avoidance, fuel types and sources, plant locations, labor characteristics, or such other attributes as may from time to time be recognized under the Precepts or other law applicable to Provider and all other products that are or may be produced, generated, created, allocated, marketed or sold by Provider with respect to or in any way related to or associated with Provider's generation. Provider agrees and understands that it will obtain renewable energy credits that comply with all applicable Maine law or Precepts, as the case may be.

4. Recovery of Increased Costs: Provider is entitled to recover the amount of any and all material increases in the cost of providing standard offer service under the SOP Agreement and Order, if such increase arises out of the Maine legislature's or the Commission's enacting, promulgating, adopting, altering, modifying, amending or waiving<sup>1</sup> any law, rule or regulation that relates directly to the provision of standard offer service or competitive electric service in general after the date hereof (a "Change in Law"). To facilitate the foregoing, Provider agrees: (a) to provide the Commission with a calculation of its increased costs as soon as practicable after becoming aware of a Change in Law or consideration by the Commission or the Maine legislature of a Change in Law, so that the Commission may take such steps as it deems appropriate and necessary for Provider to recover such increased costs in accordance with Provider's calculations; (b) submit to binding arbitration in accordance with the rules of the American Arbitration Association if the Commission determines that Provider's calculations are not acceptable, provided that Provider is able to recover that part of the increased costs which the Commission determines appropriate by its own calculations and provided further that an arbitration decision shall be rendered no later than sixty (60) days after the day Provider notified the Commission that it has invoked arbitration; (c) if the arbitration panel determines that Provider's costs have increased above the amount determined by Commission (see (b) hereof), the arbitration panel will have the authority to award Provider a liquidated amount payable for services already provided at the increased cost and the Commission shall take all steps appropriate and necessary to ensure Provider recovers such liquidated amount and all additional increased costs until it ceases to provide standard offer service under the SOP Agreement; and (d) if, however, Provider has received reasonable prior direct notice of a proposed Change in Law, and Provider fails to inform the Maine Legislature or the Commission, within the prescribed time in such notice, of the impact that the proposed Change in Law would have on Provider's costs to provide standard offer service, then Provider shall not be entitled to cause the Commission to undertake any action after the enactment of the Change in Law with respect to any increased costs resulting therefrom.

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<sup>1</sup> Except for opt-out fee waivers granted by the Commission pursuant to its January 24, 2001 "Order Adopting Rule and Statement of Factual and Policy Basis" (Docket No. 2000-904) and its March 6, 2002 "Order Adopting Opt-Out Fee in Northern Maine" (Docket No. 2001-806).

5. Termination: Provider shall have the right to terminate its obligation to provide standard offer service, the exercise of which shall terminate all of Provider's Standard Offer Obligations as a result of (a) breach by the T&D which results in the termination of the SOP Agreement or (b) the taking of arbitrary or unlawful action by the Maine legislature or the Commission, or any other action (other than as a result of an unexcused Provider Default as defined below) which results in Provider's (i) ceasing to receive payment for standard offer service at the rate and upon the terms of the SOP Agreement and Order, or (ii) removal as the standard offer provider or loss of its right to provide standard offer service for the entire term specified in the SOP Agreement. The payment of termination damages shall be calculated and recovered pursuant to the liquidation terms of the SOP Agreement, it being understood that Provider would not be entitled to include any consequential or indirect damages in such calculation.

A Provider Default is the unexcused occurrence of either: (i) Provider's failure to satisfy the Load Asset obligations for its applicable Load Asset in the ISO-NE market settlement system (or its equivalent obligations in any successor market settlement system), as a result of which the T&D or other third party is obligated to assume responsibility for all such market settlement obligations; or (ii) Provider's failure to perform any other of its material obligations under the Standard Offer Obligations in accordance with the SOP Agreement and Order, and the Commission, after giving notice and opportunity to be heard to Provider, finds that Provider's failure justifies removing it as a standard offer provider and terminating all of Provider's Standard Offer Obligations.

The T&D (subject to Commission approval) shall have the right to terminate (among other remedies) the SOP Agreement in the event of a Provider Default (as described above). The payment of termination damages in the event of such termination shall be calculated and paid in accordance with the relevant liquidation provisions of the SOP Agreement. In addition, the Commission and the T&D agree that neither may take any material action against Provider as a result of a failure or default of Provider (including, without limitation, action(s) described in Section 6.2 of the RFP) if such event is not a Provider Default as defined above.

6. SOP Agreement Amendment: Except as otherwise specifically provided in the SOP Agreement between Provider and T&D regarding the Standard Offer Obligation, or as Provider and T&D may otherwise agree to in writing, neither Provider nor T&D shall have the unilateral right to make a filing with the Federal Energy Regulatory Commission ("FERC") or with the Commission, seeking to change the charges or any other terms and conditions set forth in the SOP Agreement or the Order.

7. Security. The Commission shall find that the form of Letter of Credit delivered to it with the Bid Price Proposal is acceptable.