

**BUSINESS ELECTRICITY AUTHORIZATION
MASSACHUSETTS COMMERCIAL SALES
Index Product**

SERVICE INFORMATION	
Contract Type: <input checked="" type="checkbox"/> Switching Service Provider <input type="checkbox"/> Renewal	
Business Name ("Customer"): Empire South Prop LLC	See attached Addendum A for LDU Account Nos., and Billing and Service Addresses
Contact Name: Mark Waxler Email: elennon@power-logix.com Primary Phone: (508) 769-0617 Secondary Phone: Fax: Duns#: Tax ID #:	
Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.	
Initial Term: 12 Months	Start Month/Year: 12/2016

Agreement: The contract documents governing Customer's purchase of electricity from NextEra Energy Services Massachusetts, LLC ("NextEra Energy Services") are comprised of the Electric Supply Terms of Service ("TOS") attached hereto as Exhibit A (version ECOMNEMATOS091114), this Business Electricity Authorization ("BEA"), which is a part of the Customer's Terms of Service, and any addenda to this BEA (collectively, the "Agreement"). Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA. Any inconsistency between the addenda to the BEA and the BEA shall be governed by such addenda. Customer hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its electricity supplier and to perform the necessary tasks to establish electricity service with NextEra Energy Services.

Price: (initials) (Customer initials please - required)

The Price during the Initial Term for each settlement interval is equal to [(the day ahead Locational Marginal Price ("LMP") for the applicable load zone plus the Retail Adder of \$42.24 per MWh)/1,000]. The LMP is published by ISO-NE in \$/MWh, and has no minimum price per MWh. Such Price includes the charge for electricity and estimated charges for the following electricity components: congestion, renewable energy credits to meet any state renewable portfolio standards, ancillary services, reliability must run, capacity and similar generation resource and adequacy plans or programs. Charges for Line Losses and UFE are not included in the Price. Accordingly, Energy Usage of the Accounts will be increased for Line Losses and UFE. "Line Losses" are defined in the TOS and "UFE" is unaccounted for energy, a separate loss factor adjustment provided by the LDU, if applicable.

For meters that collect and store interval data, NextEra Energy Service relies on interval metered usage provided by the LDU; for other meters, NextEra Energy Services relies on load profiles provided by the LDU. Customer will pay NextEra Energy Services the total monthly charge for electric service (referred to as the "NextEra Energy Services Electricity Charge") during the term of this Agreement, which is the sum of (i) the product of Customer's Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable as described herein, (ii) the Monthly Base Charge, if any, (iii) any Pass-Through Charges (including costs and charges arising from winter reliability programs and similar fuel adequacy plans or programs), and (iv) Taxes. The NextEra Energy Services Electricity Charge is subject to any Price Component Adjustments as described in the "Pricing" section of the TOS. Depending on the bill format, Pass-Through Charges and/or Price Component Adjustments may appear on Customer's bill as a line item or Price adjustment.

Billing: The portion of Customer's bill for electricity shall be calculated as the sum of the Settlement Interval amounts for the Billing Cycle. Each Settlement Interval amount equals the Price for such Settlement Interval multiplied by the adjusted Energy Usage for such Settlement Interval.

Product Conversion Option: Once during each successive annual period beginning on the Service Commencement Date (as defined in the TOS) until the end of the Initial Term, Customer will have the right to request NextEra Energy Services to convert the Price for all electricity supplied under this Agreement to a fixed price product for the remainder of the Initial Term. In order to do so, the Parties shall comply with the following procedures: Customer provides written notice to NextEra Energy Services in accordance with the TOS at least thirty (30) days prior to the next meter read date of the Account, or if there are multiple Accounts, the date for the Account with the earliest meter read date (in either of such cases, the "Conversion Start Date"). Upon actual receipt of such notice, NextEra Energy Services will use commercially reasonable efforts to provide price quote(s) to Customer within three (3) business days after such request.


If the Parties agree to the fixed price and all terms related to such product conversion, the terms and conditions of such agreement will be set forth in a mutually acceptable Product Conversion amendment and signed by an authorized representative of each Party. Such amendment must have an effective date at least fifteen (15) days prior to the date of the conversion unless such time period has been waived by NextEra Energy Services in writing. If: (i) the Parties fail to reach mutual agreement to the fixed price and/or any other term, or (ii) the fully-signed amendment has an effective date within such fifteen (15) day period (if NextEra Energy Services has not waived such period in writing), the Price and product herein shall remain unchanged through expiration of the Initial Term.

Independent Decisions: Notwithstanding any provision in this Agreement to the contrary, the following terms apply: Customer makes its own independent decision to enter into this Agreement and makes its own independent decisions to authorize NextEra Energy Services to convert the Price to a fixed price. Customer acts on its own account to determine if any such purchase is financially appropriate for it regardless if that determination is based on its own judgment or on any advice Customer may obtain from third parties (including NextEra Energy Services). Customer is not relying and shall not rely on communications, information, or explanations of any type from NextEra Energy Services as trading advice, investment advice or an endorsement to take any specific action or withhold action.

Monthly Base Charge: None.

Switching Fee: NextEra Energy Services does not charge a fee for Customer to switch to its supply.

Authorization and Acknowledgement: By signing this BEA or by verbal authorization received over telephone (the "Verbal Authorization"), Customer hereby agrees, as of the Effective Date (or, if Verbal Authorization is used, upon receipt of this Agreement, whichever is later), that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below or the person providing the Verbal Authorization, as applicable, warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. **This Agreement is not valid or binding unless and until signed by both Parties (for written agreements, a facsimile will be accepted as if it were an original) or Customer has provided its Verbal Authorization.**

Empire South Prop LLC	NextEra Energy Services Massachusetts, LLC:
Authorized Signature: 	Authorized Signature: _____
Print Name: <u>MARK WAXLER</u>	Print Name: _____
Title: <u>CONSULTANT</u>	Title: _____
Date: <u>8/30/16</u>	Effective Date: _____
→ CUSTOMER: PLEASE INITIAL THE BOX ON PAGE 1	Sales Representative: Charles Jimenez

Rescission: Customer shall have the right to rescind its execution of this Agreement without charge or penalty within three (3) days of its receipt of a fully executed copy of this Agreement by sending notice of its rescission to NextEra Energy Services in accordance with the Notice provisions of the TOS; PROVIDED HOWEVER THAT TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY WAIVES THIS RESCISSION RIGHT.



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MASSACHUSETTS COMMERCIAL SALES**

Addendum A

CUSTOMER NAME: Empire South Prop LLC

ACCOUNTS INCLUDED IN AGREEMENT:

EDU Account No.	Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
2797685013	219 Littleton Rd Pole 92 Westford, MA 01886	219 Littleton Rd Westford, MA 01886	New Account
6535848023	219 Littleton Rd Pole D24068 Westford, MA 01886	219 Littleton Rd Westford, MA 01886	New Account

Customer Initials: C

Date: 8/30/16

NextEra Energy Services Initials: _____

Date: _____