

**NEXTERA ENERGY SERVICES PENNSYLVANIA, LLC
RESIDENTIAL TERMS OF SERVICE
FIXED PRICE PRODUCT**

The following are the Terms of Service for the purchase of residential electricity from NextEra Energy Services Pennsylvania, LLC ("NextEra Energy Services") under a fixed price product. Your contract governing this purchase of residential electricity consist of these Terms of Service, your Disclosure Statement and Electric Generation Supplier Contract Summary provided with this contract (collectively, the "Agreement"). Any inconsistency between the contract documents shall be governed by these Terms of Service. As your Electric Generation Supplier ("EGS"), NextEra Energy Services will arrange for the delivery of electricity from your Electric Distribution Company ("EDC") to your service location pursuant to this Agreement. The words "we," "us," and "our" also refer to NextEra Energy Services, and the words "you" and "your" refer to the customer.

Contact Information:

EGS Name: NextEra Energy Services Pennsylvania, LLC

Business Name: NextEra Energy Services

PUC license number is A-2008-2060044

Internet address: www.nexteraenergyservices.com

Email address: custserv@nexteraenergyservices.com

Mailing address: 20455 State Highway 249, Suite 200, Houston, TX 77070

Fax: toll-free (800) 627-8813

Customer Service telephone number: toll-free (800) 882-1276 Customer service hours: 8:00 a.m. - 7:00 p.m., Eastern Time, Monday - Friday. Closed Saturdays, Sundays and holidays.

24 Hour Service Outage Reporting: See Your Disclosure Statement

Eligibility: This Agreement is for residential customers only. If you receive service under this Agreement and are not a residential customer, you will be charged the prevailing rate for our commercial variable price product customers and sent NextEra Energy Services' commercial terms of service which will become effective upon receipt.

Rescission: You may cancel this Agreement at any time before midnight of the third business day after receiving the Disclosure Statement included with this Agreement. To do so, you may call us toll-free at (800) 882-1276, you may fax us toll-free at (800) 627-8813 during the customer service hours referenced above or you may email us at the email address set forth above. This right to rescind does not extend to service requests for establishing electric service at a new location.

Credit and Deposits: If we are ever required to bill you directly, NextEra Energy Services may use credit reporting agencies to document and evaluate your credit and/or payment history. If you do not meet our credit standards or cannot demonstrate satisfactory credit, NextEra Energy Services may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall follow all regulatory requirements and will be requested prior to beginning service with NextEra Energy Services. NextEra Energy Services will apply any cash deposit held on your behalf plus any accrued interest as determined by regulatory guidelines to the outstanding balance on your final bill, if applicable, and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us. We will comply with any credit and deposit requirements for residential customers set forth in Chapter 56 (52 Pa Code Chapter 56) to the extent applicable to us as an EGS.

Term & Renewal: The term under this Agreement will begin on the meter read date set by your EDC (unless you and we otherwise agree), and will continue for a period specified in your Disclosure Statement and ending on your meter read date at the end of such period. A contract expiration notice will be sent to you in accordance with your Disclosure Statement and applicable rules. After the end of your initial term, this Agreement will continue on a month to month basis until cancelled by you or us.

Pricing: Your price per kWh for electric generation service provided by NextEra Energy Services, including any monthly customer base charge, is set forth in your Disclosure Statement. That price for electric generation service, including any monthly customer base charge, will remain fixed until the end of the initial term of this Agreement, as specified in the Disclosure Statement; provided that such price may increase to reflect increased costs or charges resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on NextEra Energy Services that are beyond NextEra Energy Services' control (see also the "Change in Law or Regulation" section below). After the end of your initial term, when you are moved to a variable price per kWh, we will establish your variable price based on our evaluation of a number of factors that affect the total price of electricity. The following are some of the material factors that influence our analysis: (i) the current and forward price of electricity commodity (including wide or narrow swings in these prices) and the other incidental costs and charges incurred to purchase electricity in the market on behalf of our customers; (ii) whether our supply position in the market for a particular period is over or under that we have anticipated; (iii) how we plan to correct our supply position during that period; (iv) our expected and actual cost to serve; and (v) the prices charged by competitors in your market and your EDC.

Billing: You will receive a bill monthly from your EDC which will include the price for electric generation service provided by NextEra Energy Services, plus charges from your EDC and applicable taxes. EDC charges may vary in accordance with applicable rules and tariffs. Any bill issued by us will conform to the bill format requirements in 52 Pa. Code Section 54.4. Further, NextEra Energy Services reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for electric generation service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions, whether such bills are issued by your EDC or by us.

Payments: All bills are due and payable twenty (20) days from the date of mailing of your invoice or such later date as is required under applicable rules, including Chapter 56 (52 Pa Code Chapter 56) to the extent applicable to us as an EGS. Bills shall be deemed past due and delinquent at the close of business on the day the bill is due. Late payments, delinquent or past due balances for amounts payable directly to us may result in a late fee equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Amounts payable directly to your EDC will be subject to a late fee or other charge as specified by your EDC in its applicable tariff. A \$25.00 insufficient funds fee per transaction will be assessed for any payment directly to us not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit/debit card transactions. NextEra Energy Services has a variety of bill payment options available for bills issued directly by NextEra Energy Services. For more details, please visit www.nexteraenergyservices.com or call us at the numbers listed above.

Cancellation and Early Cancellation Fee: We may cancel this Agreement and cause your electric generation service to be switched to your EDC as a default service provider if you fail to pay amounts due us or otherwise fail to perform your obligations under this Agreement. Your EDC's rate for electric generation service may be higher than the rate under this Agreement for such service. NextEra Energy Services will notify you in writing at least ten (10) days prior to cancellation of this Agreement for non-payment or other failure of performance or such other period as may be required by applicable rules. If we terminate your service due to your failure to pay amounts due us or otherwise perform your obligations under this agreement, or if you terminate your service under this agreement after the rescission period described above expires and prior to the completion of the initial term of your service under this agreement, as specified in your disclosure statement, you will be assessed the early cancellation fee specified in your disclosure statement. If your cancellation requires an early meter read or other special action by your EDC, you may be charged a fee established by the EDC. Regardless of the method or reason for cancellation of the Agreement, you are responsible for payment of all outstanding charges incurred through the date on which the cancellation is effected by the EDC. To terminate this Agreement, you may call or fax us at the contact numbers provided above. To terminate this Agreement, we may write or email you at the contact information for you provided on the Disclosure Statement or that you have otherwise provided to us.

Dispute or Complaints: Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling a NextEra Energy Services Customer Care Representative or emailing custserv@nexteraenergyservices.com. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with us and request a NextEra Energy Services supervisory review. You may call or write the Pennsylvania Public Utility Commission ("PUC") at the number or address set forth in your Disclosure Statement if you are not satisfied after discussing your

terms with us

Nondiscrimination: NextEra Energy Services does not deny service, require a prepayment or deposit for service or otherwise discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services. However, we may refuse service to anyone for any other reason permitted by applicable rules.

Contract Changes: NextEra Energy Services may make changes to this Agreement by providing you with two advance notices. The advance notices will be labeled "Change in Terms" and sent to you before the deadlines prescribed by the PUC. If, after receipt of the notices, you affirmatively consent to the changes, your Agreement will continue with the changed terms incorporated into this Agreement. If you do nothing, you are free to choose another EGS and you will not be charged an Early Cancellation Fee. If you do not choose another EGS before the deadline set forth in the notices, we will terminate your Agreement with us, you will not be charged an Early Cancellation Fee and your account(s) will be moved to default supply provided by your EDC. Notwithstanding the foregoing, we will not send you any notice for change in terms that benefits you.

Third-Party Program Change: NextEra Energy Services reserves the right to change or cancel at any time without notice any benefits, rewards, or bonuses provided to customers that may be provided by a third party.

Information Release Authorization: By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information. For the duration of this Agreement, you authorize NextEra Energy Services to release such information to third parties who are subject to confidentiality obligations and to NextEra Energy Services' affiliates and subcontractors. You may rescind these authorizations at any time by providing written notice to us by email or mail at the email/address provided above under "Contact Information". To the extent permitted by law, NextEra Energy Services reserves the right to reject your enrollment or terminate this Agreement in the event these authorizations are rescinded.

Change in Law or Regulation: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority (including PJM Interconnection), or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

Attorney Fees: If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney's fees) that we incur in the collection process.

Force Majeure: We will endeavor in a commercially reasonable manner to provide service, but we do not guaranty a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PUC, accidents, strikes, labor trouble, required maintenance work, inability to access the EDC system, nonperformance of the EDC, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond our control. If a Force Majeure Event occurs which renders NextEra Energy Services unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

Limitations of Liability: Unless otherwise expressly provided herein, any liability under this Agreement will be limited to

direct actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived and neither party will be liable for consequential, incidental, special, punitive, exemplary or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with this Agreement. The limitations imposed on remedies and damage measurement will be without regard to cause, including negligence of any Party, whether sole, joint, concurrent, active or passive; provided no such limitation shall apply to damages resulting from the willful misconduct of any Party.

Representations and Warranties: NEXTERA ENERGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Assignment: You may not assign this Agreement, in whole or in part, or any of your rights or obligations hereunder, without the prior written consent of NextEra Energy Services. NextEra Energy Services may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of NextEra Energy Services; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of NextEra Energy Services; and/or (d) transfer or assign this Agreement to a certified EGS. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, you agree that NextEra Energy Services shall have no further obligations hereunder.

Governing Law: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the Commonwealth of Pennsylvania, including applicable rules of the PUC.

Forward Contract: This Agreement and the transactions hereunder will constitute "forward contracts" as defined in section 101(25) of title 11 of the United States Code (the "Bankruptcy Code"). You and NextEra Energy Services agree that (i) NextEra Energy Services is a "forward contract merchant" as defined in section 101(26) of the Bankruptcy Code, (ii) the cancellation or termination rights of the parties will constitute contractual rights to liquidate transactions that will not be abridged by any filing of any petition as set forth in section 556 of the Bankruptcy Code, (iii) any payment related hereto or made hereunder will constitute a "settlement payment" as defined in section 101 (51A) of the Bankruptcy Code, and (iv) the exceptions to the applicability of sections of the Bankruptcy Code as set forth in sections 362(b)(6), 546(e), 553(a)(2)(B)(ii), 553(a)(3)(C), and 553(b)(1) shall apply. The text of these referenced Bankruptcy Code provisions may be found at http://uscode.house.gov/download/title_11.shtml.

Title, Risk of Loss and Indemnity: You shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after it reaches your electric meter. We shall cease to have title to and risk of loss related to the electricity when it is delivered to the point where the EDC facilities interconnect with your meter. You shall indemnify, defend and hold harmless NextEra Energy Services from any and all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to you.

Non-Waiver: No waiver by any party hereto of any one or more defaults, by the other party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

Third-Party Rights: Nothing in this Agreement shall create, or be construed as creating any express or implied rights in any person or entity other than you and us.

Complete Agreement: This Agreement contains all terms, conditions, and agreements in any way related to, or arising out of, the sale and purchase of electricity. This Agreement supersedes all prior agreements, whether written or oral.