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Rec'd June 1, 2010
c. 4:00 PM

KEEGAN WERLIN LLP

ATTORNEYS AT LAW
265 FRANKLIN STREET
BOSTON, MASSACHUSETTS 02110-3113

(617) 951-1400

TELECOPIERS:
(617) 951-1354
(617) 951-0586

June 1, 2010

BY HAND DELIVERY

Rosaria Salerno, Clerk
City of Boston
1 City Hall Square
Room 601
Boston, MA 02201-2014

Re: NSTAR Electric Company/MATEP Consent and Agreement

Dear Ms. Salerno:

Pursuant to G.L. c. 164, § 1B(a), enclosed please find for filing a Consent and Agreement entered into between and among NSTAR Electric Company ("NSTAR Electric"), MATEP, LLC and Medical Area Total Energy Plant, Inc. (together with MATEP LLC, "MATEP") regarding the provision of electric distribution service by MATEP. The Consent and Agreement has been executed in conjunction with the sale of MATEP to the Mayflower Energy Holdings LLC on this date.

Thank you for your attention to this matter.

Very truly yours,

Robert J. Keegan

Enclosure

cc: Mark D. Marini, Secretary, Department of Public Utilities

In City Council **PLACED ON FILE**

JUN 09 2010

Rosaria Salerno
CITY CLERK

CONSENT AND AGREEMENT

This Consent and Agreement (the "Agreement"), effective as of June 1, 2010 (the "Effective Date") is between NSTAR Electric Company, a Massachusetts corporation ("NSTAR Electric"), MATEP LLC, a Delaware limited liability company ("MATEP LLC") and Medical Area Total Energy Plant, Inc., a Massachusetts corporation ("MATEP Inc." and together with MATEP LLC, "MATEP").

WHEREAS, Advanced Energy Systems, Inc. ("AES"), a Massachusetts corporation and a wholly-owned subsidiary of NSTAR, a Massachusetts business trust and voluntary association ("NSTAR"), owns all of the outstanding shares of common stock of MATEP Inc. and NSTAR owns all of the outstanding shares of common stock of NSTAR Electric;

WHEREAS, MATEP Inc. owns all of the equity interests of MATEP LLC;

WHEREAS, NSTAR and AES have entered into a Purchase and Sale Agreement dated as of December 21, 2009 (the "Purchase and Sale Agreement") with Mayflower Energy Holdings LLC, a Delaware limited liability company (the "Buyer"); and

WHEREAS, NSTAR has agreed to cause NSTAR Electric to enter into, and the Buyer has agreed to cause MATEP to enter into, this Agreement in connection with the Closing contemplated by the Purchase and Sale Agreement.

NOW, THEREFORE, to facilitate the objective described above, NSTAR Electric and MATEP agree as follows:

AGREEMENTS

1. As permitted by Mass. Gen. Laws ch. 164, §1B(a) (the "Statute"), NSTAR Electric hereby irrevocably consents to the provision of electric distribution services within the MATEP Service Area (the "MSA") on a non-exclusive basis by MATEP to all customers and parcels of land served by MATEP as of the date hereof, as well as to all hospitals and non-profit educational institutions to the extent of their respective facilities within the MSA that are not served by MATEP as of the date hereof ("NSTAR's Consent"). The MSA comprises only the geographic area in the City of Boston, Massachusetts bounded as shown in green on the attached map captioned **"NSTAR ELECTRIC, MEDICAL AREA, NOVEMBER 23, 2009"** attached hereto as ***"Attachment A"*** and incorporated herein by reference. A full-sized copy of Attachment A is in the possession of each party.

2. NSTAR's Consent will be filed with the Massachusetts DPU and the City of Boston contemporaneously with the closing (the "Closing") of the proposed sale of MATEP pursuant to the Purchase and Sale Agreement. Thereafter, NSTAR Electric will not and will not cause or allow its affiliates to take any action, directly or indirectly, to challenge, contest, revoke, rescind or modify NSTAR's Consent and the right of MATEP to provide services as defined in NSTAR's Consent through any legal, regulatory or legislative process, without the

prior written consent of MATEP. In the event of a sale or transfer of all or substantially all of the assets of, or of a controlling interest in MATEP, NSTAR Electric hereby agrees that NSTAR's Consent shall be fully effective for the benefit of the purchaser of such assets or controlling interest, and its successors. NSTAR's Consent shall extend to all persons at any time having an interest in MATEP, and such persons shall be entitled to rely upon NSTAR's Consent for purposes of MATEP's activities within the MSA.

3.1. NSTAR's Consent is valid and binding, is given pursuant to the Statute and supersedes any prior consent, express or implied. The Statute provides that the distribution of electricity to customers by MATEP currently and pursuant to the Consent does not cause MATEP to be a distribution company under the Statute so long as MATEP owns or operates plant or equipment used to produce electricity, steam, and chilled water, and is engaged solely in the provision of such electricity, steam, and chilled water, where the electricity produced by MATEP or its affiliate is primarily for the benefit of hospitals and non-profit educational institutions, and where such plant or equipment was in operation prior to January 1, 1986.

3.2. NSTAR's Consent does not waive or relinquish any of NSTAR Electric's rights and obligations, including those granted by the Statute, to provide electric distribution services to customers either outside or within the MSA, except to the extent provided in NSTAR's Consent.

3.3. Notwithstanding NSTAR's Consent, all customers within NSTAR Electric's franchise area, including customers within the MSA, have and will have the right to elect to receive electric distribution services from NSTAR Electric, except as otherwise agreed by such customers from time to time by contract with MATEP.

3.4. MATEP has the right to serve those customers and parcels of land within the MSA that were served by MATEP on July 1, 1997 and NSTAR's Consent covers such customers and parcels of land only for the avoidance of any doubt. As a consequence of NSTAR's Consent, MATEP has the right to serve other customers and parcels of land within the MSA.

4. NSTAR and MATEP agree that should any party or its affiliates violate any provision of this Consent and Agreement or the Statute the other party would suffer irreparable harm for which money damages would not be a sufficient remedy and would be entitled to seek an injunction barring such violation in Superior Court for Suffolk County, Massachusetts, sitting in Boston, or, if such court declines jurisdiction for any reason, then in the appropriate court having jurisdiction and located in Massachusetts.

5. If MATEP abandons or proposes to sell a non-substantial portion of the electric distribution facilities apart from the sale of all or substantially all of MATEP as a going concern, then MATEP agrees to offer to convey such portion being proposed to be sold or abandoned to NSTAR Electric at the higher of the fair market value or the then calculated net book value, which offer shall remain open for thirty days. For purposes hereof, "abandon" shall mean an

affirmative decision by MATEP to terminate the provision of service to a customer or parcel of land and not to attempt to re-engage in the provision of such service in the future.

6. NSTAR Electric and MATEP agree not to, and not to allow or cause their respective affiliates to, directly or indirectly, seek any statutory or regulatory change in law or any judicial or regulatory interpretation of applicable law or other governmental approval, consent, license or permit which would be inconsistent with NSTAR's Consent, MATEP's ability to provide services as defined in NSTAR's Consent this agreement and the Statute. To the extent there is any change in applicable Massachusetts law or regulation, whether through legislative action, a binding decision by a court of competent jurisdiction or any final determination of any regulatory authority, the agreement of the parties shall be modified so that the restrictions imposed on MATEP hereunder are consistent with the applicable Massachusetts law and regulations as then in effect.

7. Miscellaneous.

(a) Notices, offers, requests, or other communication required or permitted to be given by either party pursuant to the terms of this Agreement shall be given in writing to the respective parties to the following addresses:

If to: NSTAR	If to: MATEP
NSTAR Electric Company	Veolia Energy North America
c/o Richard J. Morrison, Esq.	c/o Jason R. Salgo
800 Boylston Street	474 Brookline Avenue
Boston, MA 02199	Boston, MA 02215
(617) 424-2111	(617) 849-6616

or to such other address as the party to whom notice is given may have previously furnished to the other in writing as provided herein. Any notice involving non-performance, termination, or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States may also be sent via certified mail, return receipt requested. All other notices may also be sent by fax, confirmed by first class mail. All notices shall be deemed to have been given and received on the date of actual receipt by the addressee thereof.

(b) Neither party may, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Agreement, without the other party's prior written consent, and any attempted assignment or transfer without prior written consent shall be voidable at the sole option of such other party. Notwithstanding the foregoing, each party (or its permitted successive assignees or transferees hereunder) may assign or transfer this Agreement as a whole without consent to an entity that succeeds to all or substantially all of the business or assets of such party. Without limiting the foregoing, this Agreement will be

binding upon and inure to the benefit of the parties and their permitted successors and assigns.

(c) If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby, are fulfilled to the fullest extent possible.

(d) No modification, change or amendment will be made to this Agreement except by an instrument in writing signed on behalf of each of the parties to such agreement.

(e) This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives.

NSTAR ELECTRIC COMPANY

By: Richard Morrison
Name: Richard Morrison
Its: Secretary

MEDICAL AREA TOTAL ENERGY PLANT, INC.

By: John Hanlon
Name: John Hanlon
Its: President

MATEP LLC

By: Medical Area Total Energy Plant, Inc., its sole member

By: _____
Name: Philip J. Lembo
Its: Vice President and Treasurer

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By: _____
Name: John Hanlon
Its: President

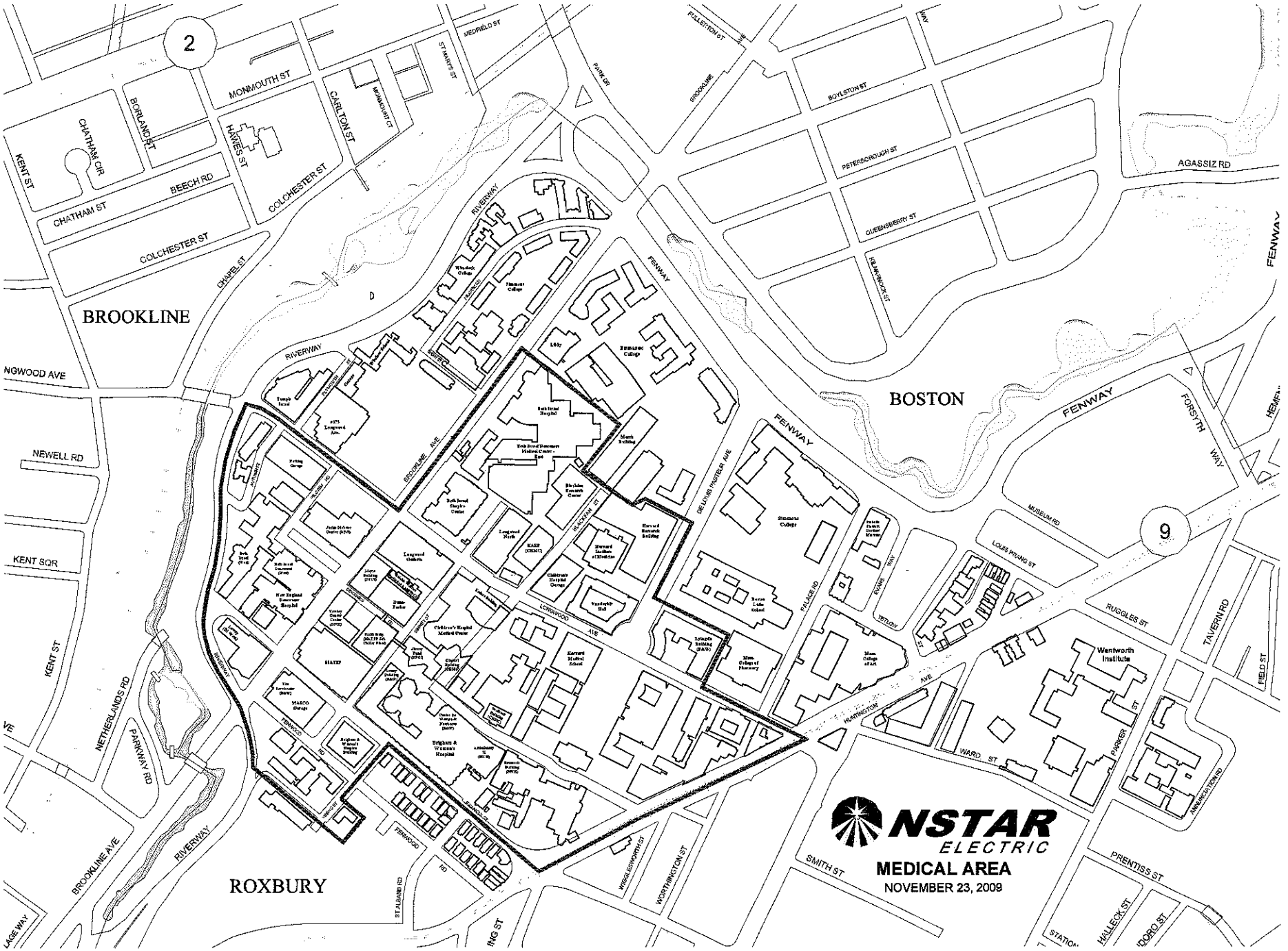
MATEP LLC

By: Medical Area Total Energy Plant, Inc., its sole member

By: _____
Name: Philip J. Lembo
Its: Vice President and Treasurer

Attachment A

Attached.


NSTAR
ELECTRIC
MEDICAL AREA
NOVEMBER 23, 2009
BROOKLINE
BOSTON
ROXBURY
2
9
KENT ST
CHATHAM CIR
BORLAND PL
MONMOUTH ST
HARVES ST
CARLTON ST
MONMOUTH CT
ST MARYS ST
HADFIELD ST
FULLERTON ST
PARK DR
BROOKLINE
BOYLSTON ST
PETERBOROUGH ST
CUEENSBERRY ST
KILMARNOCK ST
AGASSIZ RD
FENWAY
CHATHAM ST
BEECH RD
COLCHESTER ST
CHAPEL ST
RIVERWAY
NEWELL RD
KENT SQR
NETHERLANDS RD
PARKWAY RD
BROOKLINE AVE
BROOKLINE AVE
LONGWOOD AVE
DE LOUIS PASTEUR AVE
PALACE RD
HUNTINGTON AVE
WARD ST
MUSEUM RD
LOUIS PRANG ST
RUGGLES ST
TAVERN RD
FIELD ST
FORSYTH WAY
PRENTISS ST
HALLECK ST
SMITH ST
WORTHINGTON ST
WIGGLESWORTH ST
FENWOOD RD
ST ALBANS RD
Wentworth Institute
Simmons College
Massachusetts College of Art
Northeastern University
Harvard Medical School
Longwood Galleria
Children's Hospital Medical Center
Brigham & Women's Hospital
Beth Israel Deaconess Medical Center
Beth Israel Hospital
Boston Latin School
Vanderbilt Hall
Longwood Place
Longwood Apts.
Longwood Mall
Longwood Place
Longwood Place
Longwood Place