

**Bid Conditions – Pepperidge Farm Incorporated – August 13, 2008 Auction
Sale of RECs by Pepperidge Farm Incorporated to Bidders
Purchase of Power by Pepperidge Farm Incorporated from Bidders**

General Terms (Applies to REC, Power and Combined Structured Offer transactions)

INDEMNITY PROVISIONS: Each party will indemnify and defend the other from any third party claims or liabilities, and expenses relating thereto (including attorneys fees) to the extent arising from the indemnifying party's breach of the agreement. Bidder will indemnify, hold harmless and at Customer's option defend Customer, from any claims or liabilities, and expenses relating thereto (including attorneys fees) arising out of the resulting from Bidder's failure to comply with laws applicable to Bidder's performance under this Agreement.

LIMITATION OF LIABILITY: Liability is limited to direct actual damages, including reasonable attorney's fees and the costs to liquidate commercially reasonable hedges. Notwithstanding anything in the Agreement to the contrary, neither Party shall be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect, or punitive damages for claims arising under this Agreement.

GOVERNING LAW: Any other contracts resulting from this solicitation shall be governed in all respects by the laws of the State of Connecticut and any litigation with respect thereto shall be brought in the courts of the State of Connecticut. The contractor shall comply with applicable federal, state, county, local laws and regulations.

CONFIDENTIALITY: All matters concerning this RFP and Auction remain confidential. Respondents are only permitted to share information concerning this RFP with individuals inside their organization who are involved in the response to this RFP. Dissemination of this information or discussion between individual bidders is not permitted and will result in bidder disqualification.

FINANCIAL INFORMATION: The contracting entity will be Pepperidge Farm Incorporated, part of the Campbell Soup Company, a publicly held company whose financials can be obtained through their website. If you have further questions please contact the primary contact for this posting found at the end of these comments.

In the event that either the buyer, or the seller, or both, are acquired by another company, the contract that has been executed must also be purchased by the acquiring company and must be honored as signed and stated.

REC Transaction-Specific Terms

NO TAKE OR PAY: The buyer will agree to purchase all RECs produced by the fuel cell as they are generated during the term of the agreement. Pepperidge Farm Incorporated will commit to a firm quantity of 9,000 annual RECs. Therefore, the sale of these RECs is partially unit-contingent for the remaining fuel cell capacity output.

DELIVERY: The Seller will transfer all rights associated and title to the RECs from their account with NEPOOL-GIS into the Buyer's NEPOOL-GIS account

BILLING AND PAYMENT:

Payment will be made to Pepperidge Farm Incorporated, and transfer of RECs into Buyers account within 20 days of the end of the quarter in which system production has been recorded, uploaded and converted to RECs in the NEPOOL-GIS. End of quarter dates are March 31, June 30, September 30, December 31. Partial RECs generated in any quarter will carry forward into the next quarter.

TERM: See RFP schedule.

CONTRACT AWARD AND ADMINISTRATION: The winning Bidder will be notified by 5:00 p.m. EPT on the day of the auction (August 13th, 2008). Contract award will take place in a two stage process:

1. The Seller will issue a letter of intent to purchase to winning Bidders. This will be done on the day of the auction and prior to close of business, 5:00 pm EPT.
2. Both the winning Bidder and the Supplier will execute signed contracts by 5:00 pm EPT on Friday, August 22nd, 2008.

If necessary, Bidder should have legal council available to finalize contract by 5:00 pm EPT, August 22nd. It is expected that the Bidder be contract ready on contract due day. Contracting documents must be supplied to World Energy prior to the auction, no later than Friday, August 1st.

Although competitive pricing is a key consideration to the awarding of contracts in this procurement, the customer will also take into consideration contract terms and conditions.

Power Transaction-Specific Terms

TYPE OF POWER: Firm power (i.e. power that must be delivered unless delivery is precluded by force majeure).

PRICING COMPONENTS:

1. Index Plus Retail Adder - Buyer seeks a pricing product offering that is indexed to the LMP RTO/ISO "Day Ahead Index plus Retail Adder". All non utility tariff driven components (Capacity, Transmission Losses, sales tax, etc.) are to be treated as "pass-through charges" and should not be included in the offer. Buyer requires that the winning offer allow for a 100 % fixed price conversion product for the remaining term of the agreement.

2. Fixed Price - Offers should include all services and products necessary to provide firm delivery of energy to Customer, including but not limited to, commodity energy within specified bandwidth, REP charges (margin), all applicable ancillary services (except capacity), ISO Administration fees, and line loss charges (unaccounted for energy). Capacity charges are to be treated as "pass-through charges" and should not be included in the offer. The customer requests a consumption bandwidth at a minimum of +/- 10% based upon historical annual usage. Sales tax should NOT be included in the bid price.

REMITTANCE PERIOD: Net 25 days from receipt of invoice.

BILLING: COMBINED - Separate facility billing and separate supplier/utility (supplier bills for non utility charges only) billing is required by Buyer.

AUTOMATIC RENEWAL CLAUSES: The supply agreement shall have no automatic renewal clause. Unless subsequently indicated by Customer, the agreement shall terminate at the end of the contracted service period.