

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME. Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME <b>First Point Power LLC</b>				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS <b>2000 Chapel View Blvd. Ste 450</b>		CITY <b>Cranston</b>	STATE <b>RI</b>	POSTAL CODE <b>02920</b>
			COUNTRY <b>USA</b>	

2. DEBTOR'S NAME. Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME <b>Niagara Mohawk Power Corporation d/b/a National Grid</b>				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS <b>300 Erie Boulevard West</b>		CITY <b>Syracuse</b>	STATE <b>NY</b>	POSTAL CODE <b>13202</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral

See attached

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public Finance Transaction  Manufactured Home Transaction  A Debtor is a Transmitting Utility  Agricultural Lien  Non-UCC Filing

6b. Check only if applicable and check only one box:  Licensee/Licenser

7. ALTERNATIVE DISGNATION (if applicable)  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailee  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

RI SOS - First Point Power LLC

EXHIBIT "A"  
to UCC Financing Statement

Debtor: First Point Power LLC

Secured Party: Niagara Mohawk Power Corporation d/b/a National Grid

DESCRIPTION OF THE COLLATERAL

Debtor, together with its successor and assigns, grants to the Secured Party and its successors and assigns, a continuing security interest in all Debtor's right, title and interest in and to the Collateral, as defined below and in Article 3 Section 3.7 under the security agreement by and between the Debtor and Secured Party (commonly referred to as the "Agreement for Billing Services and for the Purchase of Electric Accounts Receivable" (the "Agreement")), whether the Collateral be now owned, existing or hereinafter acquired, arising or created and wherever located together with all proceeds and products therefrom, which Collateral shall include:

- All Accounts Receivable purchased by Secured Party under the Agreements which include those Accounts Receivable that are billed and reflected on consolidated bills by Secured Party pursuant to the terms of the Agreements;
- The Deposit; and
- All Unbilled Accounts Receivable to be purchased by Secured Party under the Agreements.

All capitalized terms used herein and not otherwise defined shall have the respective meaning ascribed thereto in the Agreement. For purposes of the following definitions, the Debtor is referred to as the "ESCO" and the Secured Party is referred to as "NMPC."

Additional Agreement Definitions:

**Account(s) Receivable.** With respect to any Customer, shall mean ESCO's Energy Commodity revenue and associated charges determined by Secured Party under Articles 2 and 3 of the Agreement based upon the applicable Billing Price Determinants in effect (including, but not limited to, any applicable state or federal taxes and/or surcharges) that are billed under this Agreement that represent an account of such Customer.

**Collateral.** Shall have the meaning set forth in Article 3, Section 3.7.

**Deposit.** Shall mean any deposit required pursuant to Section 10.1.

**Unbilled Accounts Receivable.** Shall mean the amount of Debtor's Energy Commodity revenue and associated charges to be determined by NMPC under Article 2 of this Agreement based upon the applicable Billing Price Determinants in effect (including, but not limited to, any applicable state or federal taxes and/or surcharges) that remain unbilled until such time as such receivables are billed and purchased by NMPC under the terms of this Agreement.

An executed original of the Agreement(s) referenced above is on file with the Secured Party at the address set forth in this Financing Statement and a copy shall be made available upon request.