

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated \_\_\_\_\_, 20\_\_\_\_, is made by and between GREEN MOUNTAIN POWER CORPORATION, a Vermont public utility corporation with a place of business in Colchester, Vermont (“GMP”), and CENTRAL VERMONT PUBLIC SERVICE CORPORATION, a Vermont public utility corporation with a place of business in Rutland, Vermont (“CVPS”).

### RECITALS

WHEREAS, Northern New England Energy Corporation, a Vermont corporation with a place of business in South Burlington, Vermont (“NNEEC”) is the sole shareholder of both GMP and CVPS; and

WHEREAS, each of the board of directors of GMP and CVPS deem it desirable and in the best interests of GMP and CVPS, and NNEEC, that GMP and CVPS merge pursuant to applicable provisions of the Vermont Business Corporation Act, 11A V.S.A. Sections 1.01 et seq. (the “Act”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I Plan of Merger

Section 1.1. Merger. As authorized by Section 11.01 of the Act, at the Effective Time (as hereinafter defined), CVPS shall merge with and into GMP, and GMP shall be the surviving corporation (the “Surviving Corporation”). The name of the Surviving Corporation shall be \_\_\_\_\_.

Section 1.2. Conversion of Shares. The \_\_\_\_ shares of CVPS common stock held by NNEEC constitute all of the issued and outstanding shares of stock of CVPS, and at the Effective Time, shall be converted to \_\_\_\_ shares of GMP common stock, so that as a result of the merger, NNEEC shall hold a total of \_\_\_\_ shares of GMP common stock, constituting all of the issued and outstanding shares of GMP stock.

Section 1.3. Shareholder Approval. In accordance with Section 11.03 of the Act, this Agreement shall be submitted for adoption and approval by NNEEC, the sole shareholder of each of GMP and CVPS.

Section 1.4. Articles of Merger. Upon the adoption and approval of this Agreement by NNEEC, Articles of Merger shall be executed and filed in the office of the Secretary of State of Vermont in the manner required by Section 11.05 of the Act.

Section 1.5. Effective Time. The merger of CVPS into GMP shall become effective upon the filing of Articles of Merger in the office of the Secretary of State of Vermont, which shall hereafter be referred to in this Agreement as the “Effective Time.”

ARTICLE II  
Effect of Merger

Section 2.1. Corporate Existence. At the Effective Time:

- (a) GMP’s corporate existence shall survive;
- (b) GMP’s identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger; and
- (c) CVPS’ corporate identity, existence, purposes, powers, objects, franchises, rights and immunities shall be wholly merged into GMP, and the separate existence of CVPS, except insofar as continued by applicable law, shall cease.

Section 2.2. Assets and Liabilities. At the Effective Time, all property, real, personal and mixed, and all debts due to either GMP or CVPS on whatever account, and all and every other interest of or belonging to either GMP or CVPS shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property and every other interest shall be as effectually the property of the Surviving Corporation as it was of the respective corporations prior to the Effective Time, and the title to any real estate or any interest, whether vested by deed or otherwise, in either GMP or CVPS shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either GMP or CVPS shall be preserved unimpaired, and all debts, liabilities, obligations and duties of GMP or CVPS shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against CVPS may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be submitted in place of CVPS. The parties respectively agree that from time to time, when requested by the Surviving Corporation, they will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all the property and rights and otherwise carry out the intent and purposes of this Agreement.

ARTICLE III  
Articles of Incorporation; Bylaws; Directors and Officers

Section 3.1. Articles of Incorporation. From and after the Effective Time, the current Amended and Restated Articles of Incorporation of GMP shall be the Articles of Incorporation of Surviving Corporation, until further amended as provided therein.

Section 3.2. Bylaws. From and after the Effective Time, the current Bylaws of GMP shall be the Bylaws of the Surviving Corporation until they shall be altered, amended or repealed, or until new Bylaws shall be adopted, in accordance with the provisions therein.

Section 3.3. Directors and Officers. From and after the Effective Time, the current directors and officers of GMP shall continue to be the directors and officers of the Surviving Corporation and shall hold office until their successors have been elected or appointed and qualified pursuant to the Bylaws of the Surviving Corporation.

#### ARTICLE IV Conduct of Business

Prior to the Effective Time, CVPS shall conduct its business in its usual and ordinary manner, and shall not enter into any transaction other than in the usual and ordinary course of such business except as otherwise consented to in writing by GMP or as otherwise provided in this Agreement.

#### ARTICLE V Representations and Warranties

Section 5.1. CVPS Representations and Warranties. CVPS covenants, represents and warrants to GMP that:

(a) It is on the date of this Agreement and will be immediately prior to the Effective Time (i) a corporation duly organized and existing and in good standing under the laws of the State of Vermont, and (ii) duly authorized under its Articles of Incorporation, as amended to date, and under applicable laws, to engage in the business carried on by it; and

(b) Its board of directors has, subject to the authorization and approval of its shareholder, authorized and approved the execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

Section 5.2. GMP Representations and Warranties. GMP covenants, represents and warrants to CVPS that:

(a) It is on the date of this Agreement and will be immediately prior to the Effective Time (i) a corporation duly organized and existing and in good standing under the laws of the State of Vermont, and (ii) duly authorized under its Articles of Incorporation, as amended to date, and under applicable laws, to engage in the business carried on by it; and

(b) Its board of directors has, subject to the authorization and approval of its shareholder, authorized and approved the execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

#### ARTICLE VI

## Consummation of Merger; Abandonment of Merger

Section 6.1. Expenses. If the merger contemplated by this Agreement is completed, all expenses incurred in consummating this Agreement shall, except as otherwise agreed in writing, be borne by the Surviving Corporation. If the merger is not completed, each of GMP and CVPS shall be liable for, and shall pay, the expenses incurred by it.

Section 6.2. Abandonment of Merger. Notwithstanding shareholder authorization and at any time prior to the Effective Time, the merger may be abandoned:

(a) By the mutual consent of the respective boards of directors of each of GMP and CVPS;

(b) At the election of the board of directors of GMP if the representations and warranties and representations of CVPS contained in this Agreement shall not be accurate in all material respects on and as of the Effective Time, or the covenants of CVPS shall not have been performed or satisfied in all material respects;

(c) At the election of the board of directors of CVPS if the warranties and representations of GMP contained in this Agreement shall not be accurate in all material respects on and as of the Effective Time, or the covenants of GMP shall not have been performed or satisfied in all material respects; or

(d) If the parties have not received all necessary governmental approvals for the consummation of the transactions contemplated by this Agreement, including without limitation, approval from the Vermont Public Service Board and the Federal Energy Regulatory Commission.

Section 6.3. Effect of Agreement. In the event of the abandonment of the merger pursuant to the foregoing provisions, this Agreement shall become void and have no effect, without any liability on the part of either GMP or CVPS or NNEEC or directors or officers in respect of this merger except the obligation of each constituent corporation to pay its own expenses as provided in this Article VI.

## ARTICLE VII Miscellaneous

Section 7.1. Access. To enable GMP to coordinate the activities of CVPS into those of GMP on and after the Effective Time, CVPS shall, before the Effective Time, afford to the officers and authorized representatives of GMP free and full access to the plants, properties, books and records of CVPS, and the officers of CVPS will furnish GMP with financial and operating data and other information as to the business and properties of CVPS as GMP shall from time to time reasonably request.

Section 7.2. Counterparts. This Agreement may be executed in any number of counterparts and each executed counterpart shall be deemed to be an original instrument.

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Plan of Merger as of the date first set forth above.

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

GREEN MOUNTAIN POWER CORPORATION

By: \_\_\_\_\_  
Name:  
Title: