

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT

This Agreement made this ___ day of _____, 200_, between _____,
a New Hampshire corporation with a principal place of business at
("Company") and _____, a
_____ corporation with a principal place of business at
_____ ("Supplier").

I. Basic Understandings

Company has the authority and obligation under New Hampshire's Electric Utility Restructuring Law and the Report of the Electronic Data Interchange Working Group ("EDI Working Group Report"), and the Company's Terms and Conditions for Competitive Suppliers approved by the New Hampshire Public Utilities Commission ("Commission") to perform services for competitive suppliers of electricity. The EDI Working Group Report requires the Supplier to enter into a trading partner agreement with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, Company agrees to provide services to Supplier in accordance with the terms of this Agreement.

This Agreement has been developed for use between Company and Supplier, and may not be waived, altered, amended, or modified, except as provided herein. Exhibit A, attached hereto and incorporated herein by reference, includes additional terms which are a part of this Agreement.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms & Conditions or the EDI Working Group Report.

III. Term

This Agreement shall become effective on the date hereof ("Effective Date") and shall continue in full force and effect unless terminated by either party by written notice given no less than 60 days prior to the scheduled termination date, except as provided in Sections VI and XII of this Agreement. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Company Services as set forth in Section VII only after the requirements of Section IV of this Agreement have been satisfied. Notwithstanding the foregoing, the parties agree to abide by all items of this Agreement during the processing of any outstanding transactions through completion.

IV. Conditions Precedent

The following requirements shall be conditions precedent to Company's obligations hereunder:

- A. Supplier shall provide all information requested in Exhibit B attached hereto.
- B. Supplier shall register with the Commission.
- C. If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company a complete schedule of Supplier's relevant rates and

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D. pricing options for Generation Service in an electronic format acceptable to Company, at Company's option, no less than ten (10) business days prior to initial Customer enrollment for any such rate or prior to a change in Supplier's existing rates or five (5) business days prior to a change in rate pricing options.

E. Prior to Customer enrollment, Supplier shall participate in supplier training and successfully complete testing with the Company of the Electronic Data Interchange ("EDI") transactions as specified in the EDI Working Group Report and any other applicable EDI Working Group standards published under the direction of the EDI Working Group.

F. For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; provided, however, that in the event Supplier intends to terminate its third-party arrangement for EDI services, Supplier shall provide Company 60-days prior written notice of such intent to terminate.

V. Representations

Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, and Commission orders or regulations during the term of this Agreement.

Each person executing this Agreement for the respective parties represents and warrants that he or she has authority to bind that party.

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Each party represents that (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such party; and (c) this Agreement constitutes that party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

Each party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

VI. Supplier's Responsibilities

Supplier shall notify Company within twenty-four (24) hours in writing if its authority to provide competitive electric services in New Hampshire is revoked or otherwise suspended or modified by the Commission in a way that affects this agreement. Failure of Supplier to maintain its registered status with the Commission shall be grounds for termination of this Agreement by Company.

Supplier must either (i) be an ISO-NE member having its own Settlement Account, or (ii) have an agreement in place with an ISO-NE member whereby the ISO-NE member agrees to include the load to be served by the Supplier in such ISO-NE member's Settlement Account. Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company

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has no knowledge, and that will render Supplier or its agent unable to maintain the status with ISO-NE required to serve load. Upon such notice or upon the occurrence of such an event, Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs.

Supplier shall update Exhibit B within five (5) business days of changes in any information contained therein.

Supplier acknowledges the Company will select and may change from time to time the Value Added Network ("VAN") or other electronic transmission vehicle used by the Company. Supplier shall be responsible for the payment of all VAN or other electronic transmittal cost.

Supplier acknowledges that, unless otherwise agreed, Company will not include preexisting Supplier balances on Consolidated Billing for newly enrolled Customers.

VII. Company Services

The Company shall provide Distribution Service pursuant to the Company's Tariff. In the event the terms of this Agreement conflict with those of the Tariff, the terms of the Tariff shall govern.

A. Billing Services

Supplier will be offered two billing services: (1) Consolidated Billing Service; and (2) Standard Billing Service. All measured billing determinants provided by the Company will be

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based on Company owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

i. Consolidated Billing Service

In accordance with the provision of the Consolidated Billing Service Option, Company will issue a single bill for electric service. Company will use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Company agrees to provide Supplier with customer usage and billing information, in accordance with the procedures set forth in the EDI Working Group Report. Upon receipt of Customer payments, Company agrees to send a payment/adjustment transaction to the Supplier, in accordance with the procedures set forth in the EDI Working Group Report. Supplier agrees to be responsible for its own bill collections, unless otherwise specified in Exhibit A.

Supplier rates and pricing options must conform to the rate structure in use by Company for that specific tariffed Distribution Service and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next bill reading, provided that: 1) Supplier notifies Company of the rate changes in accordance with Section IV.C.; and 2) the notification includes the old and new rates, pricing options, and effective date.

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ii. Standard Billing Service

In accordance with the provision of the Standard Billing Service Option, Supplier will separately bill Customers for the cost of Generation Service provided by the Supplier and collect amounts due to the Competitive Supplier from the Customer. Company agrees to provide Supplier with Customer usage information, in accordance with the procedures set forth in the EDI Working Group Report.

iii. Transaction Processing

Customer transactions will be processed in accordance with the standard formats described in the EDI Working Group Report as approved by the Commission. These transactions include but are not limited to account administration, reporting of Customer usage and billing, and reporting of Customer payments and adjustments. Any changes in these standard transactions will be in accordance with the EDI Change Control Process and must be approved by the Commission.

iv. Conditions of Billing

Customers that contact Company concerning the billed amount for Supplier Generation Service or any other Supplier issue will be referred to Supplier's customer service number identified in Exhibit B unless otherwise specified in Exhibit A. Company will not respond to Customer inquiries concerning generation service issues unless otherwise specified in Exhibit A. For both Standard Billing Service and Consolidated Billing Service, Supplier shall be responsible

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for the reporting and payment of all taxes or other fees assessed upon Generation Service by any local, state, federal or other taxing or administrative bodies.

v. Rendering of Bills (Consolidated Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Supplier Generation Service. These statements will be included as part of the regular monthly bill for Company's Distribution Service mailed to the Customer. These statements will include Supplier's toll free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by the Commission. Outstanding Customer balances for Generation Service will be identified on the bill for up to two statement periods following the time when Supplier is no longer the Customer's current generation supplier.

vi. Billing Errors

If Supplier finds that the Company has made a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, the Supplier shall notify Company in writing and explain the nature of the error. Upon confirmation of the error, Company will re-bill the affected Customer reflecting an appropriate adjustment in the Customer's account. Similarly, if the Company discovers an error

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that it has made, the Company shall notify Supplier in writing and explain the nature of the error. Upon confirmation of the error, an appropriate adjustment will be made on the next bill sent to the Customer. Suppliers will be notified electronically of any billing adjustment as provided by the EDI Standards. Further, as agreed between the Company and Supplier, the Company shall re-bill or adjust Customers' bills due to Supplier's errors in the next billing cycle. When either party reasonably believes that an error related to billing activity may have occurred, either party may request the production of documents required to verify the accuracy of such billing, which the other party will provide within ten (10) business days. The Company shall not be required to adjust any errors as described in this paragraph after twenty- four (24) months from the date of the statement to the Customer which contained the error.

vii. Payment Processing

For Customers under Consolidated Billing Services, Supplier hereby authorizes Company to process payments and apply monies in accordance with this Agreement. If a Customer pays Company less than the full amount billed, Company shall apply the payment first to amounts owed for Distribution Service, and if any payment remains, Company shall apply it to amounts owed for Generation Service.

Upon posting a received payment, Company shall notify Supplier prior to the close of the next business day that it has posted that payment, and shall send the payment to the Supplier within three (3) business days, or as otherwise specified in Exhibit A.

Issued: October 20, 2006
Effective: November 1, 2006

Issued by: Mark H. Collin
Treasurer

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B. Load Estimating and Reporting

Company shall determine Supplier's hourly loads and report such to the ISO-NE in accordance with the procedures established by ISO-NE. As agreed between the Company and the Supplier, Company shall provide Supplier with the following reports: 1) daily report of aggregated hourly usage; and 2) monthly reconciliation of Supplier aggregated load (completed Customers' meters have been read). Company will provide these reports to Supplier in a format established by the Company.

C. Additional Services

Additional Services provided by the Company are set forth in Exhibit A hereto.

VIII. Fees

Fees for other services are set forth in Exhibit A. Company shall have the right to subtract fees owing to Company from Supplier from amounts Company collects on behalf of Supplier for reimbursement by Supplier of fees past sixty (60) days. Amounts subject to a good faith dispute will not be subject to deduction.

IX. Billing and Payment for Services

Bills for services provided by Company under the terms of this Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to make payment within twenty-five (25) days of the

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posted date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month commencing from the date said bill was posted. As agreed to by the Company and the Supplier the bill may also be transmitted electronically to the Supplier.

X. Nondisclosure

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such party, without the express prior written consent of the other party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, customers of either or both parties, suppliers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was known to be under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of

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this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

XI. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any party, by written notice to the other party ("Breaching Party") may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: a) the Breaching Party terminates or suspends doing business, or, for Supplier, its registered status is revoked or refused renewal; b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes

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an assignment for the benefit of creditors; or c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions and has not cured such breach within thirty (30) days after receipt of a written notice from the other party specifying the nature of such.

No delay by either party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either party is legally entitled.

XII. Force Majeure

Neither party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure occurs without fault or negligence and is caused by factors beyond the party's reasonable control, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, terrorism, insurrection, act of God or the public enemy, action of a court or public authority, or any other cause beyond the reasonable control of the party, which by the exercise or due diligence is unable to overcome. In

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the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

XIII. Liability and Indemnification

In accordance with Section VII, B of this Agreement, Company shall not be responsible for any load estimation errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

Except as provided above and in Section VII, B of this Agreement, Company and Supplier agree to indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under the Terms and Conditions. Company and Supplier agree to waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under this Agreement.

Neither the Company nor the Supplier shall be liable for any special, indirect, punitive, exemplary or consequential damages whatsoever under any theory of law that is now or may in the

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future be in effect, including without limitation: contract, tort, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered, circumstances beyond Company's immediate control, including but not limited to acts of God, accidents, labor difficulties, actions of transmission service provider(s), competitive suppliers, federal, state, or municipal authorities, the failure to receive electricity from any competitive suppliers, implementation of an emergency load reduction program, or the inability for any other reason to maintain uninterrupted and continuous deliveries.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any party hereto be liable to any other party hereto for consequential, punitive, special, or exemplary damages.

Notwithstanding the availability of other remedies at law or in equity, either party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other party.

The provisions of this Section shall survive the termination of this Agreement.

XIV. Terms and Conditions

The parties agree to act in compliance with this Agreement at all times.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XV. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the parties' representatives for resolution. The parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Sec XI. If the parties fail to resolve the dispute, they may mutually agree to pursue mediation or arbitration to resolve such issues.

XVI. Notice

All notices and other communications shall be to the Company contacts listed on the Company's website except as may expressly be provided otherwise in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. Governing Law

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XVIII. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XIX. Assignment and Delegation

Either party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall relieve the assigning party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the subcontractor shall meet the terms and conditions of this Agreement. The assigning or subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

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XX. Miscellaneous

This Agreement is the entire agreement between the parties and supersedes all other agreements, communications, and representations.

This Agreement may be amended by written agreement of the parties.

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

[SUPPLIER]

By _____

Title _____

[COMPANY]

By _____

Title _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

1. Budget and Payment Options

Supplier acknowledges that Company offers budget and payment plans. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to the Distribution Service, and if any payment remains, the Company shall apply it to Generation Service.

2. Summary Billing

Supplier acknowledges that Company offers a Summary Billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to Distribution Service owed for all accounts, and if any payment remains, the Company shall apply it to Generation Service based on a predetermined cash posting sequence.

3. Fees

Supplier agrees to pay any fees if and as approved by the PUC. Company shall notify Supplier of the approval of any such fees, and will amend this Exhibit A as may be necessary to describe them.

4. Holidays and Time

Any reference made with respect to time either in this Agreement or the EDI Standards is understood to be Eastern Standard Time.

The Company observes the following holidays and will not receive or process electronic transactions on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving Day, and Christmas Day. All holidays will be the nationally observed day, or as otherwise posted by the Company.

5. Money Transfers

The Company will transfer payments to the Supplier by way of Automated Clearing House within three business days of the Company's receipt of payment from the Customer.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A
COMPANY SPECIFIC PROVISIONS

6. Business Continuity Plan

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

7. Company Contact

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site (www.unitil.com).

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EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

Supplier must fill this form out completely and return it to Company prior to entering into a trading partner agreement with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.

A. General Information (all suppliers)

1. Legal name of the supplier

2. d.b.a. name, if applicable

3. Supplier Address _____

4. Type of Business Entity _____

5. Supplier Customer Service phone number

6. Supplier Tax Identification number

7. Name of the Supplier's general contact & phone number

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

8. Supplier's general contact facsimile number _____

9. Supplier's general contact internet address

10. Name of Supplier's technical contact and phone number

11. Supplier's technical contact facsimile number

12. Supplier's technical contact internet address

13. Supplier Dun & Bradstreet number

14. Date Supplier attended New Hampshire supplier training?

15. Has Supplier registered with the New Hampshire Public Utilities Commission?

B. Billing and Banking Information (for Suppliers opting Consolidated Billing Service)

1. If the Supplier is planning to assign its own account number, provide format and size _____

2. Name of receiving bank (to accept electronic transfer of customer payments) _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

3. Routing and transit number (ABA number)

4. Bank account number

C. Value Added Network (VAN)

1. Name of VAN Provider

2. ISA Qualifier

3. ISA ID

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

D. Establishment of ISO-NE Tie Line

1. Name of the ISO-NE member in whose Settlement Account the Supplier's load will be served

2. Settlement Account Number

3. Supplier Contact Name and phone number

4. Supplier Contact facsimile number

5. Supplier Contact e-mail address

6. Estimated Load Transfer (kW Demand)

7. Estimated Transfer Date (mo/day/year)

E. Supplier Load Allocation

Check to receive load profiling results ____ daily, ____ monthly, ____ both and provide an e-mail address _____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

F. Notices to Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Telecopier: _____

Electronic Mail: _____

Authorized Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____