

GAS SUPPLIER SERVICE AGREEMENT

This Agreement made as of _____, between Fitchburg Gas and Electric Light Company d/b/a Unitil, a Massachusetts corporation with a principal place of business at 6 Liberty Lane West, Hampton, New Hampshire 03842 (the “Company”) and [name of supplier], a [state] corporation with a principal place of business at [address] (“Supplier”) (together, the “Parties”).

I. BASIC UNDERSTANDINGS

Whereas, the Company operates as a natural gas local distribution company and provides firm transportation of third-party gas on its distribution system; and

Whereas, the Company’s Distribution Service Terms and Conditions (the “Terms and Conditions”) on file with, and approved by, the Department of Public Utilities (the “MDPU”) permit firm transportation customers, under the Company’s transportation rate schedules, to assign their rights of nominating and scheduling delivery of gas for transportation on the Company’s system to a third-party natural gas supplier; and

Whereas, Supplier seeks to nominate and schedule delivery of gas for transportation on the Company’s system on behalf of one or more customers taking distribution service from the Company; and

Whereas, the Company’s Terms and Conditions, in Section 24.2.3, require Supplier to enter into this Supplier Service Agreement (the “Agreement”) with the Company prior to the initiation of Supplier Service, as defined therein; and

Now therefore, the Parties hereto, each in consideration of the agreement of the other, do hereby agree as follows:

II. SCOPE AND APPLICATION

1.0 This Agreement shall be subject to the Company’s Terms and Conditions and related Rate Schedules as on file with the MDPU and in effect from time to time. The Company’s Terms and Conditions and applicable Rate Schedules are hereby incorporated by reference as though directly set forth herein. In the event of a conflict between the terms of this

Agreement and the Terms and Conditions, the Company's Terms and Conditions shall control.

- 1.1 This Agreement is intended for use between the Company and natural gas suppliers providing service to customers on the Company's distribution system, and may not be waived, altered, amended, or modified, except as provided herein.
- 1.2 Exhibits A and B, attached hereto and incorporated herein by reference, include additional terms that are a part of this Agreement.

III. DEFINITIONS

- 2.0 Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms and Conditions or as stated in the MDPU's regulations at 220 C.M.R. 14.00 et seq.

IV. TERM

- 3.0 This Agreement shall become effective on the date hereof (the "Effective Date") and shall continue in full force and effect from month to month unless terminated by either Party by written notice given no less than thirty (30) days prior to the desired termination date, or unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties agree to abide by all terms of this Agreement until the processing of any transactions that are outstanding at the time of termination is completed.
- 3.1 Consistent with Section 24.3.8 of the Company's Terms and Conditions, this Agreement and service hereunder may be terminated without notice by the Company on account of the Supplier's continuous or willful failure to comply with the Company's Terms and Conditions or any term hereof.
- 3.2 Notwithstanding the Effective Date, Supplier acknowledges and agrees that the Company is obligated to provide services pursuant to this Agreement only upon full satisfaction, or the Company's express written waiver, of the Conditions Precedent set forth in Article V of this Agreement.

V. CONDITIONS PRECEDENT

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

- (a) Supplier shall provide all information requested in Exhibit B (attached hereto);
- (b) Pursuant to Section 24.2.3 of the Company's Terms and Conditions, Supplier shall register and obtain the applicable certification from the MDPU and provide evidence of such to the Company;
- (c) Pursuant to Section 24.2.3 of the Company's Terms and Conditions, Supplier shall demonstrate to the Company that it is an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity;
- (d) Pursuant to Section 24.3.1 of the Company's Terms and Conditions, the Company shall confirm the Supplier's creditworthiness;
- (e) Pursuant to Section 14.2.1 of the Company's Terms and Conditions, where Supplier elects to utilize the Standard Complete Billing Services from the Company, Supplier shall furnish to the Company a complete schedule of its relevant rates and rate pricing options for Supplier Service in written form or in an electronic format reasonably acceptable to the 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.

VI. SUPPLIER CERTIFICATION

5.0 In addition to the requirements listed in Section V of this Agreement, and pursuant to Section 24.3.2 of the Company's Terms and Conditions, the Supplier hereby affirms the following:

- (a) Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
- (b) Supplier is not aware of any change in business conditions that would cause a substantial deterioration in its financial conditions, a condition of insolvency, or the inability to exist as an ongoing business entity.
- (c) Supplier has no delinquent balances outstanding for services previously provided by the Company, and Supplier has paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- (d) No significant collection lawsuits or judgments are outstanding that would materially affect Supplier's ability to remain solvent as a business entity.
- (e) Supplier's Massachusetts business advertising and marketing materials conform to all applicable Massachusetts state and federal laws and regulations.

5.1 Supplier shall notify Company within twenty-four (24) hours in writing in the event that its certification to act as a Competitive Supplier, as provided in 220 C.M.R. 14.04, is acted upon by the MDPU in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Consistent with Section 24.3.8 of the Company's Terms and Conditions, revocation or non-renewal of Supplier's certification shall be grounds for immediate termination of this Agreement by Company.

VII. NOMINATIONS AND SCHEDULING

- 6.0 The Company and Supplier, pursuant to the Company's Terms and Conditions on file with the MDPU and the terms of this Agreement, agree to exchange and act on information regarding the nomination and scheduling of gas for transportation on behalf of Supplier's customers.
- 6.1 Supplier acknowledges and agrees that its transportation rights under this Agreement are solely those that have been assigned to it by the Customer pursuant to the Company's Terms and Conditions. Supplier further agrees that the Company shall have no obligation to honor any nomination or scheduling request from Supplier that, in the Company's sole judgment, exceeds the scope of Supplier's assigned rights or where such nominations or requests could be reasonably refused, directly or indirectly, based on the terms of this Agreement or the Company's Terms and Conditions.
- 6.2 Pursuant to Sections 11.3.2, 12.3.3, and 23.0 of the Company's Terms and Conditions, nominations will be communicated to the Company in accordance with the terms of this Agreement as set forth in Exhibit A.
- 6.3 Pursuant to Sections 11.3.6 and 12.3.6 of the Company's Terms and Conditions, in the event of a discrepancy between the volume nominated to the Company by Supplier and the volume confirmed by the Company, the lower volume will be deemed confirmed. The discrepancy may be allocated between and among Supplier's Aggregation Pools and/or Customers within the same Gas Service Area in accordance with the Pre-Determined Allocation Method set forth in Exhibit A, attached hereto. In the event that the Supplier has not provided the Company with a Pre-Determined Allocation Method, the discrepancy will be allocated on a pro rata basis.

VIII. CAPACITY ASSIGNMENTS

- 7.0 The Supplier's Maximum Daily Peaking Quantity ("MDPQ") may be modified during the calendar year in accordance with the provisions of Sections 13.0 and 16.0 of the Company's Terms and Conditions.
- 7.1 Pursuant to Section 13.9.2 of the Company's Terms and Conditions, the quantity of each Company-Managed Supply assigned to Supplier may be modified during the calendar year in accordance with sections 13.4 and 13.8 of the Company's Terms and Conditions.
- 7.2 In accordance with Sections 13.0 and 16.0 of the Company's Terms and Conditions, the quantity of Capacity assigned to Supplier may be modified during the calendar year.
- 7.3 Pursuant to Section 13.11.2 of the Company's Terms and Conditions, Supplier shall provide notice to the Company of its designation of contracts to be managed by the Company for cost mitigation purposes by the means set forth in Exhibit A.

IX. STANDARD COMPLETE BILLING SERVICE

- 8.0 Pursuant to Section 14.2.1 of the Company's Terms and Conditions, Supplier may elect to take Standard Complete Billing Service from the Company. In such an event, the Customer shall receive a combined bill from the Company for both gas supply and related distribution service. Such combined bill shall be calculated and produced by the Company.
- 8.1 The Company shall calculate, print, insert and mail combined invoices to the Customer in accordance with the Company's normal practices for cycle billing and off-cycle billing, as well as the applicable provisions of the Company's Terms and Conditions. The Company will consider reasonable requests from Supplier for rate pricing options, where such requests are provided in writing. Supplier will be responsible for any additional processing, printing and/or programming expenses incurred by Company that result from the implementation of such a request. The Company will provide Supplier with electronic files that report relevant account activity.
- 8.2 Supplier shall provide the Company with a telephone number where sales and supplier switching inquiries as well as billing inquiries may be directed (set forth in Exhibit B). Supplier is responsible for handling customer requests to switch suppliers and such calls will not be handled by the Company, unless the Customer is returning to Default Service.

- 8.3 The Company shall respond to Customer telephone inquiries related to billing and payments and contact Customers as required to resolve/correct billing or payment disputes. The Company will process transactions to resolve/correct billing problems and generate correspondence as required to communicate billing information. Notwithstanding any provision of this Agreement to the contrary, the Company is not offering Supplier and shall not provide or be responsible for any type of collection activities including, but not limited to, activities normally undertaken by a collection agency or credit bureau as those terms are defined under applicable federal and state law.
- 8.4 The Company shall provide payment processing and lock boxes for mailed payments. The Company reserves the right to offer payment options consistent with existing practices and procedures. Partial payments will be applied first to any outstanding charges relating to Company Distribution Service, and second to the most overdue supplier charges associated with the Customer. If a Customer pay the Company more than the full amount billed, the Company shall apply any overpayment to the Distribution Service account. The Company reserves the right to enter into payment arrangements with Customers, which may or may not include Supplier charges. Collection of Supplier charges remains the sole responsibility of the Supplier. The Company has no obligation to present aged Supplier balances to Customers.
- 8.5 Supplier shall provide timely and accurate information to the Company regarding Customers, rates and any other information necessary for the Company to perform hereunder, including but not limited to information concerning a Customer's filing of bankruptcy or the Supplier's pursuit of collection activities. Additional processing runs caused by Supplier's failure to provide adequate information will be performed at Supplier's sole expense. Supplier agrees that services rendered by the Company shall not relieve Supplier from any obligation to maintain records or otherwise comply with applicable laws. Supplier agrees that it will maintain backup data and files for all information provided to the Company as protection against any loss of such information.

X. BILLING AND PAYMENT

- 9.0 Bills for services provided by the 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 ten (10) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at a monthly rate as established in the Company's Terms and Conditions, at Appendix B, commencing from the date said bill was posted. The posting date is the date the bill is transmitted to Supplier. Electronic transmittal of bills shall be permitted under this Agreement.
- 9.1 The Parties agree to cooperate and provide each other with necessary documentation relating to any transactions resulting hereunder, including but not limited to, applicable sales or other tax exemptions. The Parties agree that Supplier's failure to comply with the provisions of this Article VII shall constitute default of payment under the Terms and Conditions and expose Supplier to liability thereunder as well as under this Agreement.

XI. FEES AND SERVICES

- 10.0 The Company may charge fees for services provided to Supplier hereunder and pursuant to the Company's Terms and Conditions as set forth in Exhibit A. The Company shall have the right to deduct any amounts owed by Supplier to the Company, which are thirty (30) days or more past due, from any amounts collected in the normal course of business by the Company on the Supplier's behalf. Amounts subject to a good faith dispute will not be subject to deduction.

XII. REPRESENTATIONS

- 11.0 Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, and MDPU regulations during the term of this Agreement.
- 11.1 Each person executing this Agreement for the respective Parties represents and warrants that he or she has authority to bind that party.

- 11.2 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.
- 11.3 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.

XIII. NONDISCLOSURE

- 12.0 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.
- 12.1 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 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 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.

12.2 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.

XIV. TERMINATION

13.0 Notwithstanding anything to the contrary elsewhere in this Agreement or in the Company's Terms and Conditions, any Party, by written notice to the other Party (the "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; (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 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 fifteen (15) days after receipt of a written notice from the other Party specifying the nature of such.

13.1 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.

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

XV. FORCE MAJEURE

14.0 The Parties acknowledge and agree that the Force Majeure provisions set forth in Section 20 of the Company's Terms and Conditions are incorporated by reference as if set forth herein.

XVI. LIABILITY AND INDEMNIFICATION

15.0 The Parties acknowledge and agree that the liability and indemnification provisions in Section 20 of the Terms and Conditions are incorporated by reference as if set forth herein.

15.1 For purposes of such liability and indemnification, however, the Parties acknowledge and agree that nothing in such Terms and Conditions prohibits one party from impleading the other party as a third-party defendant, whether or not one or both Parties are named as defendants in the initial claim of a third party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the Parties only after agreement between the Parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).

15.2 The Parties acknowledge and agree that for purposes of Section 20 of the Terms and Conditions entitled Force Majeure and Limitation of Liability, a party seeking recovery from the other party in connection with the performance of its obligations of the Terms and Conditions shall not be entitled to recovery where its own negligent acts or omissions contribute to or cause such damages, costs, fines, penalties or liabilities.

15.3 The Parties expressly acknowledge and agree that the dispute resolution provision in Article XVIII, this Agreement shall apply to any and all disputes arising under this Article, including, without limitation, those disputes that arise as a result of either of the Parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

15.4 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 indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may be in the

future be in effect, including without limitation: contract; tort; M.G.L. c. 93A; strict liability; or negligence.

- 15.5 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.
- 15.6 Supplier further agrees that it shall indemnify, defend and hold harmless the Company with respect to any claim, suit, damages or costs of any kind arising from any action or inaction of the Company in reliance upon the nominations, scheduling instructions or other communications from Supplier. The Parties agree that reliance on such instructions and communications shall be deemed reasonable and shall not constitute negligence.
- 15.7 The provisions of this Article XVI shall survive the termination of this Agreement.

XVII. TERMS AND CONDITIONS

- 16.0 The Parties agree to act in compliance with the Company's Terms and Conditions at all times. In the event the terms of this Agreement conflict with the Company's Terms and Conditions, the Terms and Conditions shall control, unless otherwise agreed to by the Parties and approved by the MDPU.

XVIII. DISPUTE RESOLUTION

- 17.0 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 Article XIV.
- 17.2 If the Parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues. The Parties agree that the place of mediation or arbitration shall be Boston, Massachusetts.

XIV. COMMUNICATIONS

- 18.0 Except as otherwise provided herein, any notices given under this Agreement shall be in writing and shall be delivered to the Company contacts. 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.
- 18.1 All communications required by the Company's Terms and Conditions shall be made in accordance with the schedule listed in Exhibit A. Information on active Company fax numbers and e-mail addresses shall be posted on the Company's Internet Website at <http://www.unitil.com>.

XX. GOVERNING LAW

- 19.0 This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to the conflict of laws in effect therein. All disputes arising hereunder shall be heard either before the MDPU or in the state courts of the Commonwealth of Massachusetts.

XXI. ENFORCEABILITY

- 20.0 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. Headings contained in this Agreement are for convenience only and shall not be construed to define or limit any terms herein, or otherwise affect the meaning or interpretation of this Agreement. This Agreement shall not be interpreted either more or less favorably towards any Party by virtue of the fact that such Party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.

XXII. ASSIGNMENT AND DELEGATION

- 21.0 Any entity that shall succeed by purchase, merger or consolidation to the properties, substantially or as an entity, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.
- 21.1 Either Party may, without relieving itself of its obligations under this Agreement, assign any of its rights or obligations hereunder to an unaffiliated entity, but otherwise no assignment of

this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent of the other Party. No assignment by Supplier shall take effect until the assignee has met the requirements of Article V 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.

- 21.2 The restrictions on assignment contained herein shall not in any way prevent either Party from pledging or mortgaging its rights as security for its indebtedness.
- 21.3 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 requirements of any applicable laws, rules, regulations, and Terms and Conditions. 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.

XXIII. MISCELLANEOUS

- 22.0 This Agreement, all Exhibits and attachments hereto and all documents referenced herein, constitute the entire agreement between the Parties and supersedes all other agreements, communications, and representations.
- 22.1 Unless otherwise provided herein, no modification of, or supplement to, the terms and provisions stated in this Agreement shall be or become effective without the written consent of both Parties.
- 22.2 Paragraph headings are for convenience only and are not to be construed as part of this Agreement.
- 22.3 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.

- 22.4 Company shall render service and shall perform hereunder through utilization of existing facilities, licenses and authorizations. Nothing in this Agreement shall be construed as requiring Company to acquire or obtain additional facilities, licenses or authorizations. Any activity hereunder which requires any additional licenses, facilities or authorizations may be discontinued by Company and such discontinuance shall not constitute a breach of this Agreement.
- 22.5 Supplier waives any and all rights to contest any motion by Company for relief from the automatic stay provided for under federal bankruptcy law or under any similar provision of any state law.
- 22.6 Supplier shall not obtain any right or interest in any hardware or software or information used by Company to provide any service to Supplier hereunder.
- 22.7 This Agreement, all Exhibits and attachments hereto and all documents referenced herein, constitute the entire agreement between the Parties pertaining to the subject matter hereof. The language contained in Article I, Basic Understandings, is incorporated herein and shall have the same legal significance as any other language in this Agreement.

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 _____

Date _____

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

By _____

Title _____

Date _____

EXHIBIT A
COMPANY SPECIFIC PROVISIONS

I. Company Contacts

All contacts from Suppliers to the Company shall be made in accordance with the gas information provided on the Company's Internet website under the energy for residents hyperlink at www.unitil.com.

II. Nominations and Scheduling

Pursuant to Sections 11.3.2 and 12.3.3 of the Company's Terms and Conditions, which relate to the communication of nominations by the Supplier to the Company:

- Supplier shall nominate in the Company's Centralized Supplier Interface ("CSI"), <https://csi.unitil.net/csi/welcome.asp>.
- In the event that the CSI system is unavailable, nominations should be e-mailed to Energy_Contracts@unitil.com.
- Nomination of the Company's Company-Managed Supplies, pursuant to the Section 13.0 (Capacity Assignment) provisions of the Company's Terms and Conditions, shall be in accordance with the instructions from the Company provided via e-mail.
- The Company will notify the Supplier of any changes to these nomination procedures via e-mail.
- In the event that email is unavailable, nominations should be submitted to Company via facsimile, using the following phone numbers: (603) 773-6647

III. Fees Company May Charge

The Company will charge fees as provided for in the Company's Terms and Conditions, MDPU No. 160, or its successor. The fees will be charged at rates approved by the MDPU. These fees are described in more detail in Appendix B "Schedule of Administrative Fees and Charges" in the Company's Terms and Conditions.

IV. Mitigation Strategy

To the extent that capacity is released back to the Company, the Company will commingle that capacity with any capacity the Company is releasing on a proportional basis as provided in Section 13.11.4 of the Company's Terms and Conditions.

V. Billing and Payment

Billing and Payment terms will be set in accordance with the Company's Terms and Conditions as specified in Section 24.8 of MDPU No. 160, or its successor.

Suppliers will be billed for all storage gas transferred to their accounts in the first invoice following the assignment of capacity. The Company requires that the storage is returned filled to the same level at which it was released, and the Company shall pay the Supplier for the storage gas at the Company's weighted average cost of gas at the time.

VI. Peaking service will be provided in accordance with the Company's Peaking Service Schedule PS, as specified in MDTE No. 108, or its successor.

VII. Capacity Assignment will be calculated in accordance with the Company's Distribution Service Terms and Conditions, as specified in Section 13.0, and MDTE No. 108, or their successors.

VIII. Pursuant to Sections 11.3.6 and 12.3.6 of the Terms and Conditions, the Supplier establishes the following predetermined method for the allocation of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Delivering Pipeline.

All discrepancies in confirmed nominations shall be allocated to the Supplier's Daily Metered Aggregation Pool, such that, if possible, the Supplier's Non-Daily Metered Aggregation Pool is balanced.

The Supplier may request to change this allocation method by notifying the Company in writing five (5) days before the first of the month. The Company shall not unreasonably withhold such request.

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

Supplier must fill this form out completely and return it to Company prior to entering into a contract for services 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. Supplier Dun & Bradstreet number _____
8. Name of the Supplier's general contact & phone number _____
9. Supplier's general contact facsimile number _____
10. Supplier's general contact Internet address _____
11. Has Supplier been granted a license by the Department of Public Utilities? _____ (If not supplier shall provide a copy of its MDPU approval within five (5) days of its completion)
12. Copy of Supplier's Re-Sale certificate (Form St-4) _____

B. Billing and Banking Information

1. Name of receiving bank: _____
2. Routing and transit number (ABA number) _____
3. Bank account number _____

D. Notices to Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Telecopier: _____

Electronic
Mail: _____

Authorized
Signature: _____

Title: _____

Date: _____