

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B **SUPPLIER SERVICE AGREEMENT** **(continued)**

Supplier further recognizes and agrees that Company shall have no obligation to honor any nomination or scheduling request from Supplier that, in Company's reasonable 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 Company's Terms and Conditions.

III. TERMS AND CONDITIONS

Company's Terms and Conditions, and any and all definitions contained therein, are incorporated herein and made a part hereof to the extent they are applicable hereto and not inconsistent with the provisions of this Agreement. In the event of a conflict, the terms of the Company's Tariff shall control.

IV. CONDITIONS PRECEDENT

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

- Supplier shall provide Company with all information requested in Exhibit A attached hereto and incorporated herein.
- Company has confirmed Supplier's credit worthiness, and any reasonable deposit requested by Company from Supplier has been received by Company.
- Supplier shall register and obtain the necessary certification, authorization and/or licenses from the Maine Public Utilities Commission ("MPUC"). Supplier shall, as may be required from time to time, periodically provide evidence of such to Company.
- Supplier shall provide Company with evidence satisfactory to Company that Supplier is an approved shipper on the upstream pipelines and has access rights to underground storage facilities on which Company may assign capacity to Supplier.
- Supplier and Company have executed this Agreement.

V. SUPPLIER CERTIFICATION

Supplier swears and avers as follows:

- Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under applicable state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
- Supplier is not aware of any change in business conditions, which would cause a substantial deterioration in its financial conditions, a condition of insolvency, the inability to exist as an ongoing business entity, or the inability to adequately serve its Aggregation Pool.
- Supplier has no delinquent balances outstanding for services previously provided by Company or its affiliates, and that Supplier has paid its accounts according to the established terms and not made deductions or withheld

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payment for claims not authorized by contract.

- No significant collection lawsuits or judgments are outstanding which would materially affect Supplier's ability to remain solvent as a business entity.
- Supplier's business practices, advertising and marketing materials conform to all applicable Maine state and federal laws and regulations.
- Supplier shall promptly provide notice to Company of any material change in its financial condition as it relates to Supplier's creditworthiness/solvency.
- Supplier shall notify Company within twenty-four (24) hours in writing upon the occurrence of an event that in any way materially affects Supplier's ability to perform pursuant to and in accordance with the terms of this Agreement including, but not limited to, suspension, revocation, limitation or non-renewal of Supplier's certification/authorization by the MEPUC.

VI. NOMINATIONS

Supplier shall communicate all nominations to Company via email. Company will from time to time provide Supplier with email addresses to which all nominations should be communicated. Company shall notify Supplier in writing in the event that any of the email addresses provided become outdated or need to be supplemented. In the event that email is unavailable, alternative electronic means of communicating nominations may include facsimile transmission.

In the event of a discrepancy between any volume nominated by Supplier and confirmed by Company resulting in a shortage, the discrepancy shall be allocated between and among Supplier's Aggregation Pools in the same Gas Service Area in accordance with the Pre-Determined Allocation Method set forth in Exhibit B attached hereto and incorporated herein.

VII. CAPACITY ASSIGNMENTS

In accordance with Company's Terms and Conditions, the quantity of capacity assigned to Supplier and Supplier's Maximum Daily Peaking Quantity ("MDPQ") may be modified during the calendar year. Pursuant Company's Terms and Conditions, the quantity of each Company Managed Supply may be modified during the calendar year in accordance with Company's Terms and Conditions.

Pursuant to Company's Terms and Conditions, Supplier shall provide notice to Company of its designation of contracts to be managed by the Company for cost mitigation purposes by the means set forth in Exhibit B.

VIII. FEES AND SERVICES

Company shall charge Supplier for any and all fees set forth and allowed by Company's Terms and Conditions. Company may also charge Supplier fees for any additional services agreed to by the Parties and set forth in Exhibit A, which may be

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(continued)**

amended by the parties in writing from time to time. Company shall have the right to deduct and apply any amounts owed by Supplier to Company for such fees and services, and outstanding for more than thirty (30) days, from any amounts collected in the normal course of business by Company on Supplier's behalf, from any credit balance that may have accrued on Supplier's account(s) with Company, or from any deposit Supplier may have made with Company to secure its performance and payment for debts incurred while doing business with Company or on Company's distribution system. Amounts subject to a good faith dispute will not be subject to deduction.

IX. BILLING SERVICES


Pursuant to 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 Delivery Service and any other Company provided services. Such combined bill shall be calculated and produced by Company. Election of this service will be made by Supplier in Exhibit B of this Agreement.

Company shall calculate, print, insert and mail combined invoices to the Customer in accordance with Company's normal practices for cycle billing, off-cycle billing and budget billing, as well as the applicable provisions of the Company's Terms and Conditions. Company will consider reasonable requests from Supplier to incorporate Customer 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. Company will provide Supplier with electronic files that report relevant account activity.

Company shall respond to Customer's initial telephone inquiries related to billing and payments and contact Customers and Suppliers as required to address billing or payment problems on a commercially reasonable efforts basis. Company will process transactions to address billing problems and generate correspondence as required to communicate billing information. Notwithstanding any provision of this Agreement to the contrary, Company is not offering Supplier and shall not be required to provide or be responsible for any type of collection activities including, but not limited to, activities normally undertaken by a collection agency, debt collector or credit bureau as those terms are defined under applicable federal and state law. Acting on behalf of Supplier, Company shall acquire the right to invoice members of the Aggregation Pool as soon as such members owe Supplier for services rendered. Supplier shall not transfer to Company for the billing of any overdue/aged accounts and Company has no obligation to accept such accounts, or present aged/overdue balances to Customers. Ultimately, collection of Supplier charges and resolution of dispute of such charges remains the sole responsibility of Supplier.

Company shall provide payment processing and lock boxes for mailed payments.

Issued: December 5, 2013
Effective: January 1, 2014

Issued by: 
Title: Treasurer

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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 Delivery Service, and second to the most overdue Supplier charges associated with the Customer. If a Customer pays Company more than the full amount billed, Company shall apply any overpayment to the Delivery Service account. Company reserves the right to enter into payment arrangements with Customers, which may or may not include Supplier charges.

Supplier shall provide timely and accurate information to Company regarding Customers, rates and any other information necessary for Company to perform hereunder, including but not limited to information concerning a Customer's filing of bankruptcy or 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 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 Company as protection against any loss of such information.

Suppliers not electing the Standard Complete Billing Service will receive the Standard Passthrough Billing Service as defined in the Terms and Conditions.

X. BILLING, PAYMENT AND DEPOSITS

Bills, fees, and charges for services provided and issued by Company, including, but not limited to, monthly cashouts, monthly imbalance charges, daily imbalance charges, and any other applicable charges approved by the Terms and Conditions or set forth in this Agreement or any amendments hereto, shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. In addition to any other right or remedy available to Company, Supplier's failure 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 the maximum monthly rate allowable in Company's Terms and Conditions. Interest shall accrue commencing from the date said bill was posted. The posting date is the date the bill is transmitted to Supplier.

Company shall have the right to deduct, apply and withhold any amounts owed by Supplier to Company for such services, and outstanding for more than thirty (30) days, from any amounts held or accrued in the normal course of business by Company on Supplier's behalf.

At the request of Company, at any time during the term of this Agreement, Supplier shall, upon ten (10) days written notice from Company, provide a deposit equal to a dollar amount representing the greater of Supplier's average of two (2) months' historic billing with Company or the amount of any security deposit required under

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Company's Terms and Conditions. A deposit shall be payable in cash or certified check. All deposits shall accrue interest in accordance with Company's Terms and Conditions (hereinafter called "Interest Payment"). Such deposit shall be returned to Customer within thirty (30) days of the expiration or termination of this Agreement, provided that Supplier is not in default under this Agreement. Any such deposit may be required and held by Company for the entire term of this Agreement, regardless of Supplier's payment history. Company may deduct or set-off and apply all or any portion of the deposit when any amount payable by Supplier under this Agreement has not been paid when due. Such deduction or set-off may be made without notice or demand of any kind and Company may in its sole discretion apply such deposit against any amount then due and payable. In the event Company applies all or any portion of such deposit, Supplier shall deposit such sums as are necessary to replenish the security deposit to its maximum amount, within ten (10) days of notice of such application.

To secure the prompt payment and performance when due of any and all current or future obligations, indebtedness and liabilities, whether financial or otherwise, contingent or noncontingent, matured or unmatured, or liquidated or unliquidated, which Supplier owes to Company or any of its affiliates (collectively "Obligations"), Supplier grants to Company a continuing security interest in any interest of Supplier in any and all gas which Supplier now or in the future may own, control or have any right or interest in and which now is or in the future may be in the possession of Company in its gas distribution system or otherwise, together with any and all products and proceeds of the foregoing (collectively "Collateral"). Supplier covenants that it will execute and deliver any documents requested by Company in order to evidence or perfect Company's security interest in Collateral and otherwise cooperate with respect to any proceeding that may affect rights of Company hereunder.

Supplier acknowledges and agrees that Company hereby exercises any right which it may have under any applicable tariff or state or federal statute to impose a lien on any and all Collateral in Company's system to secure repayment of Obligations related to such Collateral or related to gas theretofore shipped by Supplier on Company's system and delivered on behalf of Supplier. Supplier acknowledges and agrees that all of its shipments of gas on Company's system pursuant to this Agreement, and all Obligations, security deposits and other adequate assurance provided to Company by Supplier related to such shipments are part of a single, continuing transaction with Company. Subject to any law governing the liens asserted by Company hereunder, Company may dispose of Collateral by public or private sale to retail or wholesale purchasers and may itself acquire same through any such sale. Company agrees to provide Supplier reasonable notice of such sale but in no event shall it be required to give more than ten (10) days' notice

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