

COMPETITIVE ELECTRIC SUPPLIER SERVICE AGREEMENT
FOR BILLING SERVICES AND FOR THE PURCHASE OF
ACCOUNTS RECEIVABLE
FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

This Agreement made this ____ day of _____, 201__, between Fitchburg Gas and Electric Light Company, a Massachusetts corporation with a principal place of business at Fitchburg, Massachusetts ("Company") and _____, a _____ corporation with a principal place of business at _____ ("Competitive Supplier"). The Company and the Competitive Supplier are also individually referred to herein as a "Party" or collectively as "Parties."

I. Basic Understandings

Company has the authority and obligation under the Massachusetts Electric Industry Restructuring Act of 1997, the Company's Terms and Conditions for Competitive Suppliers approved by the Department of Public Utilities ("M.D.P.U.") as in effect and revised from time to time (referred to herein as the "Terms and Conditions"), and applicable regulations of the M.D.P.U. to perform services for Competitive Suppliers of electricity. The Terms and Conditions, in Section 3C.5, require the Competitive Supplier to enter into a service contract 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 Competitive Supplier in accordance with the Terms and Conditions, incorporated herein by reference, and the terms of this Agreement.

This form of Agreement has been developed for use between Company and Competitive Suppliers, and may not be waived, altered, amended, or modified, except as

provided herein. Exhibits A and B, attached hereto and incorporated herein by reference, include additional terms which are a part of this Agreement.

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms and Conditions or stated in the M.D.P.U.'s regulations at 220 C.M.R.

11.00.

“Account(s) Receivable” shall be defined as, with respect to any eligible Customer, the Competitive Supplier’s Generation Service revenue and associated charges determined by the Company under the terms of this Agreement.

“Accounts Receivable Purchase Price” shall be defined as the amount with respect to any Account Receivable purchase hereunder, calculated in accordance with Section 8.B of the Company’s Terms and Conditions.

“Additional Assurance Amount” shall mean the amount due and owing by the Competitive Supplier to the Company under this Agreement as of the date of the Company’s issuance of a demand for the same.

“Affiliate(s)” shall mean with respect to a Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) of a Person means the possession, direct or indirect, of the power to vote 10% or more of the voting stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting stock, by contract or otherwise.

“Billing Date” shall be defined as with respect to any Account Receivable, the date on which Company’s billing system calculates such Account receivable.

“Business Day” shall be defined as any day, other than a Saturday, Sunday or Holiday that is observed on a weekday. If any performance date referenced herein occurs on a day other than a Business Day, such performance date shall be the next succeeding Business Day.

“Collateral” shall have the definition as provided in Section VI hereof.

“Customer” shall have the same definition as is provided in the Terms and Conditions.

“Creditworthy” shall mean a credit rating of “BBB-” or better (as assigned by Standard & Poor’s Financial Services, LLC (“S&P”) and its successors, or “Baa3” or better (as assigned by Moody’s Investors Service, Inc. (“Moody’s”) and its successors).

“Distribution Service” shall mean the delivery of electricity to a Customer by the Company.

“Generation Service” shall mean the sale of electricity to a Customer by a Competitive Supplier, including capacity and ancillary services such as the provision of reserves and all other services relating to generation required by ISO-NE, and retail offerings that utilize renewable energy certificates or represent alternative compliance payments that are bundled with generation, provided that such products can be billed using the Standard Complete Billing Service platform.

“Holidays” are as follows: New Year’s Day; President’s Day; Patriot’s Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; the day following Thanksgiving Day; and Christmas Day.

“Program” means the purchase of Accounts Receivable Program approved by the M.D.P.U., as in effect from time to time.

“Purchase of Receivables Plan” shall mean the Company’s plan to comply with the Program as approved by the M.D.P.U., and as in effect from time to time.

“Qualified Bank” – a major U.S. commercial bank or the U.S. branch office of a major foreign bank, in either case, whose senior unsecured debt obligations have been rated at least (A) (“A-” by S&P and “A3” by Moody’s, if such entity is rated by both S&P and Moody’s or (B) “A-” by S&P or “A3” by Moody’s, if such entity is rated by either S&P or Moody’s but not both, provided that such institutions shall have assets totaling not less than USD ten billion (\$10,000,000,000).

“Security Interest” shall mean the Collateral for all obligations of the Competitive Supplier to the Company pursuant to this Agreement as referenced in Section VI hereof.

“Standard Complete Billing Percentage” shall mean the amount to be deducted from the payment to Competitive Supplier for Generation Service as specified in paragraph 8B of the Company’s Terms and Conditions.

“Unbilled Accounts Receivable” means the amount of Competitive Supplier’s Generation Service revenue and associated charges to be determined by Company under Article 7 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) for Generation Service which has been rendered to Customers but which remains unbilled

until such time as such receivables are billed and purchased by Company under the terms of this Agreement.

III. Term

This Agreement shall become effective upon implementation of the Company's Purchase of Receivables Plan as approved by the M.D.P.U. pursuant to D.P.U. 10-53, or on the date hereof, whichever is later, ("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 sixty (60) days prior to the desired termination date and subject to M.D.P.U. approval, except as provided in Sections VI and XII of this Agreement. Notwithstanding the foregoing, the parties agree to abide by all term of this Agreement until completing the processing of any transactions that are outstanding at the time of termination. Notwithstanding the Effective Date, Competitive 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.

IV. Conditions Precedent

The following requirements shall be conditions precedent to the Parties' obligations hereunder:

A. Competitive Supplier shall provide all information requested in Exhibit B attached hereto.

B. Competitive Supplier shall register and obtain the necessary licensing from the M.D.P.U.

C. The Company shall confirm that the Competitive Supplier is Creditworthy. In the event that Competitive Supplier is not Creditworthy, the Competitive Supplier shall provide credit support to the Company in an amount equal to the Additional Assurance Amount within three (3) Business Days after the Company's request. Such credit support shall be: (i) a letter of credit issued by a Qualified Bank in a form acceptable to the Company, which will allow the Company to draw on the letter of credit up to the full amount of the Additional Assurance Amount, or (ii) such other credit support that is reasonably acceptable to the Company, which for the purposes of this section may include a parent guaranty from a Creditworthy entity at any time during the term of this Agreement.

D. If Competitive Supplier elects to utilize the Standard Complete Billing Services from the Company, Competitive Supplier shall furnish to Company a complete schedule of its relevant rates and pricing options for Generation Service in written form or in an electronic format acceptable to Company, at Company's option, no less than ten (10) Business Days prior to customer enrollment or a change in Competitive Supplier's existing rates or five (5) Business Days prior to a change in pricing options.

E. Competitive Supplier shall successfully complete testing of the Electronic Business Transactions ("EBT") as specified in the EBT Working Group Report and any other EBT Working Group standards (together with the EBT referred to as "EBT Standards" herein) with the Company prior to customer enrollment. In addition, Competitive Supplier shall be required to successfully complete testing of the EBT Standards implemented subsequent to the initial test period.

F. Except for Standard Pass-Through Billing, the Competitive Supplier has granted to the Company the Security Interest as stated in Section VI hereof, and has provided documentation acceptable in form and substance acceptable to the Company demonstrating the grant and ongoing effectiveness of that Security Interest.

V. Representations

Each Party represents that it is and shall remain in compliance with all applicable laws, tariffs, and M.D.P.U. regulations during the term of this Agreement.

Each person executing this Agreement from the respective Parties represents and warrants that he or she has authority to bind that Party.

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; (d) that no third party consent or approval that has not already been obtained is required for the execution of this Agreement, the performance of its

obligations hereunder, or the consummation of the transactions contemplated herein; and (e) there is no claim, litigation or proceeding pending or threatened against it that purports to effect the legality, validity, or enforceability of this Agreement.

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.

Competitive Supplier warrants that it has good rights in, and the power to, transfer the Collateral and assign and sell the Accounts Receivable to Company, without the violation of any rights of any third party. Further, Competitive Supplier warrants: (i) that its title to the Collateral and the Accounts Receivable is free of all adverse claims, liens (including, without limitation, tax liens), security interests (excepting the Security Interest granted to the Company) and restrictions on transfer or pledge, (ii) the Collateral and the Accounts Receivable are not and will not be subject to any other valid or existing billing, collection, or financing instrument, (iii) the Collateral and the Accounts Receivable have not been billed and will not be collected by or for the benefit of any other party except Company, (iv) the Collateral and the Accounts Receivable will not be assigned, financed, sold, pledged, hypothecated, or otherwise encumbered, except to Company.

With respect to the Collateral and Accounts Receivable, Competitive Supplier warrants that: (i) the Collateral and the Accounts Receivable represent valid and correct charges due to the Competitive Supplier in accordance with Competitive Supplier's agreements with those Customers, and Competitive Supplier is not in breach of any of those

agreements, (ii) the Accounts Receivable are fully valid and enforceable and are not subject to any lien, encumbrance, deduction, set-off or credit, and (iii) there are no defenses, offsets or counterclaims regarding the payment of the Accounts Receivable and the Customer is not entitled to claim any deduction or discount to the Accounts Receivable.

VI. Competitive Supplier's Responsibilities

Competitive Supplier shall notify Company within twenty-four (24) hours in writing if its license to act as a Competitive Supplier, as provided in 220 C.M.R. 11.05, is acted upon by the M.D.P.U. in such a way that it affects this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Competitive Supplier's license shall be grounds for immediate termination of this Agreement by Company. Further, Competitive Supplier shall maintain its license to act as a Competitive Supplier, as provided in the M.D.P.U.'s regulations, throughout the term of this Agreement, and shall provide evidence of the same to the Company on an annual basis.

To the extent reasonably possible, Competitive Supplier shall notify Company no less than forty-eight (48) hours prior to an event within Competitive Supplier's knowledge, and of which Competitive Supplier has reason to believe Company has no knowledge, and that will render Competitive Supplier unable to serve load or maintain the status with ISO New England, Inc. ("ISO-NE") required to serve load. Upon such notice or the occurrence of such an event, Company shall have the right to switch Competitive Supplier's Customers to the applicable Default or Basic Service Rate under the Company's tariffs, and the Competitive Supplier shall hold harmless, indemnify and defend the Company regarding any associated

costs and third-party claims related to such switch.

Competitive Supplier shall use commercially reasonable efforts to update information requested in Exhibit B five (5) Business Days prior to any change in information contained in Exhibit B.

Competitive Supplier acknowledges that Company will select and may change from time to time the application or vendor for the electronic transmission vehicle used by the Company. Company acknowledges the benefit to both the Company and the Competitive Supplier in minimizing the transaction costs in selecting the electronic transmission methodology. Notwithstanding the above, Company will not change the electronic transmission vehicle without first notifying Competitive Supplier by electronic mail at least seven (7) days prior to the change. Competitive Supplier shall be responsible for the initial testing cost of the electronic transmission vehicle and costs of subsequent transactions as described in the Terms and Conditions.

Competitive Supplier acknowledges that Company is authorized to deny Generation Service to Customers where Company has terminated such Customer's Distribution Service in accordance with the rules and regulations of the M.D.P.U., including the M.D.P.U.'s billing and termination regulations until such time as the customer is reinstated by the Company. In order for Competitive Supplier to serve such a Customer after reinstatement, Competitive Supplier must re-enroll the Customer.

Subject to the M.D.P.U.'s regulations relating to the termination of service, the Company shall be authorized to disconnect its tariff delivery service and Competitive

Supplier's Generation Service to Customers when the Customer fails to make full payment of all amounts due on the bill issued by the Company.

During the term of this Agreement as to any EBT Standards implemented subsequent to the initial testing period referenced above in Section IV.E., Competitive Supplier shall be required to successfully complete testing of said standards in accordance with the EBT Standards.

As collateral for all obligations now existing or hereafter arising from Competitive Supplier to Company, Competitive Supplier hereby grants to Company a first priority perfected security interest in all of the following property of Competitive Supplier, wherever located, whether now owned, hereafter acquired, or created, and all proceeds and products thereof (the "Collateral"): (a) All Accounts Receivable purchased by Company under this Agreement; and (b) All Unbilled Accounts Receivable to be purchased by Company under this Agreement. The Competitive Supplier shall execute and deliver to the Company such additional assurances and instruments as reasonably requested by the Company regarding the Collateral and the Accounts Receivable, and as otherwise required to effectuate the provisions of this Agreement. Competitive Supplier shall be authorized by the Company to place a security interest on the accounts receivable from the Company to the Competitive Supplier associated with the purchase by Company of the Competitive Supplier's Accounts Receivable.

Competitive Supplier shall be responsible for the payment of all taxes (including, without limitation, sales, use and gross receipts taxes and any new taxes) imposed or assessed on the Accounts Receivable or otherwise on the sales by Competitive Supplier to the

Customers. Competitive Supplier shall be considered the vendor for purposes of liability for such taxes. Nothing in this Agreement shall be construed as imposing upon Company the obligation of remitting to any federal, state, or local taxing authority those taxes that are the collection and remittance responsibility of Competitive Supplier with respect to Company's purchase of Accounts Receivable from Competitive Supplier. Competitive Supplier shall indemnify, defend, and save harmless Company from and against any and all liability for such taxes, and any interest or penalties thereon.

VII. Company Services and Responsibilities

A. Billing Services

Company agrees to offer two billing services to Competitive Supplier: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service. All measured billing determinants provided by Company will be based on Company owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

1. Standard Complete Billing Service

In accordance with the provision of the Standard Complete Billing Service Option, Company agrees to issue a single bill for electric service. Company agrees to use the rates and pricing options supplied by Competitive Supplier to calculate the Competitive Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Such combined bill shall be calculated and produced by the Company. Company agrees to provide Competitive Supplier with customer usage and billing information, in accordance with EBT Standards. The Competitive Supplier choosing the

Standard Complete Billing Service for any account agrees to sell any and all receivables associated with such billed accounts to the Company in accordance with the Terms and Conditions for Competitive Suppliers and the Purchase of Receivables Program.

As described in the Company's Terms and Conditions for Competitive Suppliers and as approved by the M.D.P.U., the Company will purchase all existing Accounts Receivable on the Effective Date using the same discount rates by customer class calculated for revenues billed in the first year of the Program. The Company's purchase of existing Accounts Receivable will be tracked in a fully reconciling mechanism. As of the Billing Date, title to such Account Receivable shall pass to Company, and Competitive Supplier shall have no rights in or to such Account Receivable and shall not seek to collect in any manner such amount from any Customer. Any Account Receivable, or portion thereof, that is sold to the Company under this Agreement and for which payment is received by Competitive Supplier from Customers shall be held by Competitive Supplier in trust as the property of the Company and shall be remitted in full to Company immediately, and in any event within five (5) Business Days of receipt, without any deduction or set off by Competitive Supplier. Company shall have the right to endorse the name of the Competitive Supplier on any and all remittances by Customers received by Company that are payable to Competitive Supplier, and the right to collect the same from Customers. In addition, Competitive Supplier assigns to Company any and all payments received from state, federal, or other agencies associated with the Accounts Receivable including without limitation payments for heating or other financial assistance.

The Company agrees to pay Competitive Supplier the Accounts Receivable Purchase

Price. Company will provide Competitive Supplier with necessary remittance advice through an electronic format in accordance with EBT Standards and/or in the form of a monthly spreadsheet that provides the billing details, application of the Standard Complete Billing Percentage and amount of payment due to Competitive Supplier.

Company shall input Competitive Supplier's rates charged and pricing options for Generation Service. Competitive 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 Competitive Supplier charges to be billed shall be prospective only and shall be implemented for the next billed reading, provided that (1) Competitive Supplier notifies Company of the rate changes in accordance with Section IV.C.; (2) the notification includes the old and new rates, pricing options, and effective date; (3) Competitive Supplier provides a sample bill calculation of a 500 kWh Customer or another sample Customer if it better fits the rate structure; and (4) Competitive Supplier consents to the implementation of the new rate once Company has tested its billing processes.

2. Standard Passthrough Billing Services

In accordance with the provision of the Standard Passthrough Billing Service Option, Competitive Supplier agrees to separately bill Customers for the cost of Generation Service provided by the Supplier and to assume responsibility for the collection of amounts due to the Competitive Supplier from the Customer. Company agrees to provide Competitive Supplier with Customer usage information, in accordance with the EBT Standards.

3. Transaction Processing

Customer transactions will be processed in accordance with the EBT Standards. These transactions include, but are not limited to, account administration, reporting of Customer usage and billing, remittance advice and reporting of Customer adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards.

4. Conditions of Billing

Customers that contact Company concerning the billed amount for Competitive Supplier Generation Service or any other Competitive Supplier issue will be referred to Competitive Supplier's customer service number identified in Exhibit B. Unless with respect to Standard Complete Billing Services as specified above, Company will not undertake bill investigations, Customer inquiries concerning Competitive Supplier charges, collection activities, or the settlement of billing disputes on behalf of Competitive Supplier unless otherwise specified in Exhibit A. For both Standard Passthrough Billing Service and Standard Complete Billing Service, Competitive Supplier shall be responsible for the reporting and payment of all taxes allocated to Generation Service.

5. Rendering of Bills (Standard Complete Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Competitive 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 Competitive Supplier's toll free telephone number for

Customer inquiries. The Company shall not be required to include messages or inserts containing Competitive Supplier specific information except as otherwise required by the M.D.P.U. or as provided in Exhibit A. Outstanding Customer balances for Generation Service will be identified on the bill for up to two statement periods following the time when Competitive Supplier is no longer the Customer's current Competitive Supplier. Bills rendered to Low Income and Budget Billing Customers will be billed to the Customer according to Section X.

6. Billing Errors

Competitive Suppliers will be notified electronically of any billing adjustment as provided by the EBT Standards. The Company shall not be required to re-bill or otherwise adjust bills due to Competitive Supplier's errors. 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 Customer's statement containing the error.

7. Payment Processing (Standard Complete Billing Option Only)

The Company shall pay Competitive Supplier the Accounts Receivable Purchase Price in accordance with the Purchase of Receivables Program as defined in Section 8B of the Terms and Conditions. The Company shall send payment to the Competitive Supplier for all Standard Complete Billing Service Customers, on the last Business Day of the month

following the month of service. Once an account bills, the Company will notify the Competitive Supplier in a timely manner of the amounts due to Competitive Supplier in accordance with the Purchase of Receivables Program. Payments to Competitive Supplier on behalf of Customers receiving Low Income and Budget Billing services will be based upon Customers' metered usage, the Competitive Supplier's rates charged and pricing options, and the Standard Complete Billing Percentage.

B. Load Estimation and Reporting

Company shall determine Competitive Supplier's hourly loads and report such to the ISO-NE in accordance with the Terms and Conditions. In addition, upon Competitive Supplier's written request as indicated in Exhibit B and depending upon availability of data, Company shall provide Competitive Supplier with the following reports: (1) daily report of aggregated hourly usage and (2) monthly reconciliation of Competitive Supplier aggregated load (completed once Company has read Customers' meters). Company will provide these reports to Competitive Supplier in a format designated by the Company and reasonably acceptable to Competitive Supplier.

C. Additional Services

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

VIII. Fees

Company may charge fees to Competitive Supplier as set forth in Exhibit A. Company shall have the right to subtract fees owing to Company from Competitive Supplier from

amounts due to Competitive Supplier for Competitive Supplier Generation Service as reimbursement by Competitive Supplier of fees past due by 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 Competitive Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Competitive Supplier to make payment within twenty-five (25) days of the 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. The posting date will refer to the date the bill is transmitted to the Competitive Supplier. The bill may also be transmitted electronically if agreed to between the Parties in Exhibit A.

X. Low-Income Customers / Budget Billing Customers

Company will automatically apply the Standard Complete Billing Option for Low Income Customers and Budget Billing Customers. In accordance with Section VII.A.5. and Section VII.A.7, Company will invoice Customers in accordance with the provisions of these services and will send payment to Competitive Supplier on the basis of metered usage (as though these services were not in place).

XI. 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 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.

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.

XII. 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; (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.

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.

XIII. 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, insurrection, act of God or the public enemy, action of a court, public authority or Independent System Operator, or any other cause beyond the reasonable control of the Party, which by the exercise of due diligence is unable to overcome. In the event of a force majeure, both Parties shall take all reasonable steps to comply with this Agreement. In no event will the failure to satisfy a contract, tariff or ISO-NE requirement constitute a force majeure event.

XIV. Liability and Indemnification

The Parties acknowledge and agree that the liability and indemnification provisions in Section 10 of the Terms and Conditions are incorporated herein by reference. 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).

The Parties acknowledge and agree that for purposes of Section 10 of the Terms and

Conditions, the waiver of recourse language shall only be effective in situations where the Party seeking recovery and/or indemnification proves, by a preponderance of the evidence, that its conduct was less negligent than the conduct of the other Party.

The Parties expressly acknowledge and agree that the dispute resolution provision in Section XVI of this Agreement shall apply to any and all disputes arising under this paragraph, including without limitation, those disputes that arise as 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.

The Parties agree that the Competitive Supplier's indemnification obligations are limited solely to Section 10 of the Terms and Conditions and pursuant to Section 10 of the Terms and Conditions include Liabilities associated with: (a) Competitive Supplier's acts or omissions regarding the Accounts Receivable or billing determinants provided by Competitive Supplier; (b) Competitive Supplier's failure to remit to the appropriate taxing jurisdiction any sales and use taxes; (c) any other agreement or understanding alleged to have been made with Competitive Supplier in connection with any of the transactions contemplated by this Agreement; and (d) any inaccuracy in any document or affidavit provided to Company under this Agreement or other breach of any representation or warranty or affidavit made by Competitive Supplier in this Agreement. The Parties agree that a Party's obligations pursuant to Section 10 of the Terms and Conditions include Liabilities associated with: (a) a failure by a Party to satisfy its obligations under this Agreement; and (b) all costs and expenses, including reasonable fees and expenses of counsel and other advisors, associated with any costs or losses incurred by a Party in connection with the Liabilities.

The Parties further agree that the Company's indemnification obligations to Competitive Supplier pursuant to Section 10 of the Terms and Conditions shall be subject to, and does not alter or in any way modify or nullify any limitations on the Company's liabilities pursuant to other Company tariffs or terms and conditions of service, including, but not limited to the Company's Terms and Conditions for Distribution Service. .

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, each Party's liability under this Agreement shall be limited to direct damages and in no event shall any Party hereto be liable to any other Party hereto for special, indirect, punitive, exemplary or consequential damages whatsoever under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, M.G.L. c. 93A, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered, circumstances beyond a Party'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 indirect, 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.

XV. Terms and Conditions

The Parties agree to act in compliance with the Terms and Conditions at all times.

XVI. 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 Section XII. 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.

XVII. Notice

All notices and other communications shall be to the Company contacts listed on the Company's website except as provided in Exhibit A. Notices and other communications to Competitive 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. The Parties agree to update their contact information within ten (10) business days following a request from the other Party. Failure to do so shall not be deemed a failure to perform under this agreement for purposes of Section XII.

XVIII. Governing Law

This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to the conflict of laws in effect therein.

XIX. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, in violation of public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions hereof shall otherwise remain in full force and effect.

XX. 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 Competitive 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 requirements of any applicable laws, rules, regulations, and the 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.

XXI. 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.

[COMPETITIVE SUPPLIER]

By _____

Title _____

Fitchburg Gas and Electric Light Company

By _____

Title _____

EXHIBIT A
COMPANY SPECIFIC PROVISIONS

EXHIBIT B
COMPETITIVE SUPPLIER INFORMATION

Competitive 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 Competitive Supplier.

A. General Information (all suppliers)

1. Legal name of the Competitive Supplier

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

3. Competitive Supplier Address

4. Type of Business Entity

5. Competitive Supplier Customer Service phone number

6. Competitive Supplier Customer Service address

7. Competitive Supplier Tax Identification number

8. Competitive Supplier Dun & Bradstreet number

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

10. Competitive Supplier's general contact facsimile number

11. Competitive Supplier's general contact Internet address

12. Name of Competitive Supplier's technical contact and phone number

13. Competitive Supplier's technical contact facsimile number

14. Competitive Supplier's technical contact Internet address

15. Has Competitive Supplier attended Massachusetts supplier training?

16. Has Competitive Supplier been granted a license by the M.D.P.U.?

B. Billing and Banking Information (for Competitive Suppliers Opting Standard

Complete Billing Service)

1. If the Competitive 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)

3. Routing and transit number (ABA number)

4. Bank Account Number

C. Electronic Transmission Vehicle

1. Name of Provider _____

2. ISA Qualifier _____

3. ISA ID _____

D. Establishment of ISO-NE Tie Line

1. Name of the ISO-NE Participant in whose ISO-NE Own Load Dispatch the Competitive Supplier's load will be served

2. Own Load Number _____

3. Competitive Supplier Contact Name and phone number

4. Competitive Supplier Contact facsimile number _____

5. Competitive Supplier Contact e-mail address

6. Estimated Load Transfer (kW Demand) _____

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

E. Competitive Supplier Load Allocation, if requested

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

F. Notices to Competitive Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Telecopier: _____

Electronic Mail: _____

Authorized Signature: _____

Title: _____

Date: _____