

**COMPETITIVE SUPPLIER SERVICE AGREEMENT
BETWEEN
NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.
AND
_____ (name of supplier) _____**

This Agreement is entered into between the New Hampshire Electric Cooperative, a New Hampshire utility having its principal place of business at 579 Tenney Mountain Highway, Plymouth, NH 03264-3147 ("NHEC") and _____ an entity validly registered by the New Hampshire Public Utilities Commission ("NHPUC") to sell electricity to NHEC's delivery service customers in New Hampshire, having its principal place of business at _____ ("Competitive Supplier").

ARTICLE 1: DEFINITIONS

The following terms shall have the meanings specified in this Article when capitalized and used in this Competitive Supplier Service Agreement. The meanings specified are applicable to both the singular and the plural.

"Agreement" means this Competitive Supplier Service Agreement, including all its appendices.

"Tariff" means NHEC's filed TARIFF for *Delivery Services, Default Power Service & Service to Competitive Suppliers*, as filed at the NHPUC as it changes from time to time, currently designated as N.H.P.U.C. No. 19 - ELECTRICITY, NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

"Billing Agreement" means Appendix A of this Competitive Supplier Service Agreement.

"Miscellaneous Services Agreement" means Appendix B of this Competitive Supplier Service Agreement.

"Authorized Representative" means persons or entities designated hereinafter in writing in accordance with Article 11 who shall be authorized by the Party on whose behalf it is designated to act carrying out all the provisions of this Agreement.

"Party" means NHEC, Competitive Supplier or both.

"Generation Service" means the sale of electricity and related services by the Competitive Supplier.

"Delivery Service" means the delivery of electricity and related services to customers by NHEC to points at distribution voltage.

"Customer" means any person, partnership, corporation or other entity, whether public or private, who obtains Delivery Service and who is a customer of record of NHEC.

ARTICLE 2: TERMS AND CONDITIONS

The Parties agree that the provisions of NHEC's Tariff, currently N.H.P.U.C. No. 19 - ELECTRICITY, NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC., as revised from time to time and on file with the NHPUC, including the "New Hampshire EDI Working Group Report" referred to therein (a copy of which NHEC will make available to the Competitive Supplier on NHEC's web site or through the NHPUC), are expressly incorporated herein and made a part hereof by reference. The Parties agree to their respective responsibilities as set forth in this Agreement, in the Tariff as revised by orders of the NHPUC from time to time, in rules and regulations as set forth by the NHPUC from time to time, and in rules and regulations as set forth and/or administered by ISO-New England Inc. (ISO).

ARTICLE 3: REPRESENTATIONS

3.1 Each Party represents that it is and shall remain in compliance with all applicable laws, tariffs and regulations, including all applicable NHPUC and ISO requirements.

3.2 Each person executing this Agreement for the respective Party expressly represents and warrants that he or she has the authority to bind the entity on whose behalf this Agreement is executed.

3.3 Each Party represents that it is has taken all necessary corporate action to authorize the execution of this Agreement, that the execution hereof does not violate or result in the breach of any law, rule, regulation or agreement to which it is subject and that, upon execution hereof, this Agreement will be a valid and binding obligation, enforceable against each in accordance with its terms, except to the extent enforceability thereof is limited by operation of law, bankruptcy, moratorium, or similar laws affecting creditors' rights generally, or general principles of equity.

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

ARTICLE 4: TERM

Unless otherwise noted in Article 5.1 or in Article 15.1 of this Agreement, this Agreement shall become effective on the day and year it is signed and dated by NHEC. The term of this Agreement shall continue for a period of six (6) months and shall continue from month to month unless terminated by either Party by written notice given to the other Party at least thirty (30) days prior to the intended termination.

ARTICLE 5: COMPETITIVE SUPPLIER RESPONSIBILITIES

5.1 Competitive Supplier represents that it is validly registered with the NHPUC to sell electricity to NHEC's delivery service customers. Competitive Supplier shall notify NHEC immediately upon any change to its registration status. Failure of Competitive Supplier to maintain its registration in good standing with the NHPUC shall be grounds for termination of this Agreement by NHEC.

5.2 Competitive Supplier shall fully comply with the requirements provided in NHEC's Tariff, including the provisions for Competitive Suppliers in Sections 5 and 20.

5.3 Competitive Supplier shall be responsible for amounts past due to the Competitive Supplier by the Customer.

5.4 Competitive Supplier shall be responsible for reporting and remitting to the appropriate taxing authority any taxes applicable to Generation Service.

5.5 Competitive Supplier shall execute a Competitive Supplier Billing Agreement (Appendix A of this Agreement) with NHEC prior to delivery of Generation Service to any Customer.

5.6 Competitive Supplier shall provide to NHEC the company name and phone number to be used by NHEC in its communications with NHEC members.

5.7 Competitive Supplier shall establish and maintain with ISO at least one Load Asset for each Network Node established by NHEC on ISO's market system, and shall provide NHEC with identifying information associated with all such Load Assets.

ARTICLE 6: FEES FOR NHEC'S SERVICES

Competitive Supplier agrees to compensate NHEC for services provided to the Competitive Supplier pursuant to rate schedules set forth in the Tariff. Competitive Supplier agrees that applicable setup fees shall be due and payable upon Competitive Supplier's signature to this Agreement.

ARTICLE 7: LOAD ESTIMATION

Parties agree that NHEC shall not be responsible for any load estimation errors and shall not be liable to the Competitive Supplier for any costs that are associated with such estimating errors. NHEC shall make a good faith effort to provide accurate load estimation data. NHEC or its load administrator will provide the load estimation data via a transfer option agreed upon by NHEC and the Competitive Supplier. The Parties agree that NHEC may use load estimation techniques to determine data to be provided to ISO, to transmission suppliers and to NHEC's wholesale suppliers. Competitive Supplier expressly gives permission to NHEC to provide any necessary data to ISO, to transmission suppliers and NHEC's wholesale power suppliers.

ARTICLE 8: DISCLAIMER OF WARRANTY

All services are provided "as-is". No warranty of any kind, either expressed or implied, shall be provided. NHEC disclaims all warranties of merchantability and fitness for a particular purpose, and any warranties arising from course of trade or dealing.

ARTICLE 9: INDEMNIFICATION

Competitive Supplier agrees to indemnify, defend, and hold NHEC harmless from and against all liability arising from NHEC's performance hereunder, or Competitive Supplier's performance or nonperformance of its agreements with its customers, except to the extent such liability arises from NHEC's breach of this contract or its negligence in performing services hereunder.

ARTICLE 10: LIMITATION OF LIABILITY

10.1 To the maximum extent permitted under law, NHEC shall not be liable to Competitive Supplier for any direct 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 tort, product liability, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered, circumstances beyond NHEC's immediate control, including but not limited to acts of God, accidents, labor difficulties, actions of transmission service provider(s), Competitive Supplier, federal, state, or municipal authorities, the failure to receive electricity from any Competitive Suppliers, implementation of any emergency load reduction program, or the inability for any other reason to maintain uninterrupted and continuous deliveries.

10.2 Notwithstanding any provision in this Agreement to the contrary, any provision of this Agreement that tends to limit the liability of either party shall have no application with respect to the Century Compliance warranty set forth in Article 17 of this Agreement. Competitive Supplier agrees that it will indemnify, defend, and hold harmless NHEC from any loss, damage, cost, suit, charge, or expense caused by or arising from any damage to property or injury to persons, including death, that is caused in whole or in part by the breach of the Century Compliance warranty set forth in Article 17 of this Agreement.

ARTICLE 11: NOTICES

11.1 Except as otherwise provided in this Agreement, all notices, correspondence and written communications required to be given by either Party to the other Party hereunder shall be given as follows:

If to NHEC (Authorized Representative)

Bill Bayard
579 Tenney Mountain Highway
Plymouth, NH 03264-3147
Phone: (603) 536-8879
Fax: (603) 536-8682
Internet address: bayardb@nhec.com

If to NHEC (for Technical Issues):

Mark Patten
579 Tenney Mountain Highway
Plymouth, NH 03264-3147
Phone: (603) 536-8894
Fax: (603) 536-8682
Internet address: pattenm@nhec.com

If to Competitive Supplier:
(Authorized Representative)

11.2 The above-designated persons are the Party's Authorized Representatives. Such Authorized Representatives shall be authorized to carry out all the provisions of this Agreement. Each Party shall promptly notify the other Party in writing of any subsequent changes their Authorized Representatives.

ARTICLE 12: APPLICABLE LAW

Except as otherwise required by law, this Agreement is made under and shall be deemed to be governed by the laws of the State of New Hampshire, and all litigation concerning this Agreement shall be brought in a court of competent jurisdiction in the State of New Hampshire. Performance hereunder shall be subject to the orders and regulations of the NHPUC as applicable.

ARTICLE 13: SUCCESSORS AND ASSIGNS

13.1 Except as specifically set forth in this Article, no assignment, pledge, or other transfer of this Agreement may be made by either Party without the prior written consent of the other party executed by its Authorized Representative, which shall not be unreasonably withheld.

13.2 This Agreement shall be binding upon and inure to the benefit of, and may be performed by, the successors and assigns of the Parties, except that no assignment, pledge, or other transfer of this Agreement by either Party shall operate to release the assignor or transferor from any of its obligations under this Agreement unless

1. consent to the release is given in writing by the other Party executed by its duly authorized officer or agent
2. such transfer is incident to a merger or consolidation with, or transfer of all or substantially all of the assets of the transferor to another person or business entity which shall, as part of succession assume all the obligations of the transferor under this Agreement, or
3. such transfer is to an affiliate of such Party.

ARTICLE 14: DISPUTE RESOLUTION

14.1 Any and all disputes between Competitive Supplier and NHEC resulting from or arising out of performance under this Competitive Supplier Service Agreement shall be referred to a senior representative of NHEC with authority to settle, designated by NHEC, and a senior representative of Competitive Supplier with authority to settle, designated by Competitive Supplier, for resolution on an informal, face-to-face basis as promptly as practicable. The Parties agree that such informal discussion shall be conducted in good faith with the objective of resolving the disputed issue.

14.2 Any such discussions are in the nature of "settlement talk" and shall have no evidentiary value in any arbitration or litigation that may result out of the subject dispute. Nothing herein, however, shall prohibit the Parties from discovering and/or using information from third-party sources developed as a result of independent investigation or formal discovery.

14.3 In the event the designated senior representatives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may jointly agree upon, such dispute will be resolved under such rules, regulations and procedures as shall be promulgated by the NHPUC or under current rules, regulations or law.

ARTICLE 15: TERMINATION

15.1 Notwithstanding any contrary terms elsewhere in this Agreement, any Party, by written notice to the other Party ("Breaching Party") may terminate this Agreement with respect to such Breaching Party or suspend further performance by it without terminating this Agreement upon occurrence of any of the following:

1. the Breaching Party terminates or ceases doing business, or its registration to act as a Competitive Supplier is suspended, revoked or renewal refused;
2. the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal law 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
3. the Breaching Party commits a material breach of any of its obligations under this Agreement or the Tariff and has not cured such breach within thirty (30) days after receipt of a written notice from the other Party specifying the nature of the breach.

15.2 Any delay by either Party in enforcing any of its rights hereunder shall not be deemed a waiver of such rights, and a waiver of one default shall not be deemed a waiver of any other or subsequent fault.

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

ARTICLE 16: CONFLICT WITH THE TARIFF

In the events provisions of this Agreement conflict with the Tariff, or a conflict with the Tariff develops during the term of this Agreement, the Tariff shall prevail.

ARTICLE 17: CENTURY COMPLIANCE

Competitive Supplier represents and warrants that all software used in connection with this Agreement and the transactions contemplated by the New Hampshire EDI Working Group Report are designed to be used prior to, during, and after the calendar year 2000 AD, and that all software will operate during such time period without error relating to date data, or the product of data, which represents different centuries or more than one century.

ARTICLE 18: FORCE MAJEURE

Neither Party shall be liable to the other as a result of delays in or failures of performance to the extent such delay or failure is caused by occurrences beyond their reasonable control. Competitive Supplier agrees that NHEC may delay the performance of services for Competitive Supplier hereunder to the extent NHEC resources, in NHEC's sole discretion, are insufficient to support the performance of such services in order to allow NHEC to meet its utility obligations, and that NHEC shall have no obligation to add personnel or equipment to perform the services.

ARTICLE 19: MISCELLANEOUS PROVISIONS

19.1 This Agreement may be amended only by a written instrument duly executed by the Parties that makes express reference to this Agreement.

19.2 This Agreement may be executed 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 instrument.

19.3 The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and provisions thereof.

19.4 In the event that any of the terms, covenants, or conditions of this Agreement, or the applications of any such terms, covenants, or conditions, shall be held invalid as to any person, party, or entity, or by any court or other regulatory authority having competent jurisdiction, the remainder of the Agreement, and the application of its terms, covenants, or conditions to any such person, Party, or entity shall not be affected thereby.

ARTICLE 20: COMPLETE AGREEMENT

This Agreement, including all appendices, shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by this Agreement and shall not bind the Parties. No change to this Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused their names to be subscribed to duplicate original counterparts hereof, each by its appropriate agent, hereto duly authorized, as of the date below.

New Hampshire Electric Cooperative, Inc.

Signature _____

Print Name _____

Print Title _____

Date _____

Competitive Supplier

Signature _____

Print Name _____

Print Title _____

Date _____

APPENDIX A

NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC. (NHEC) Competitive Supplier Billing Agreement

Competitive Supplier

Name

Street State Zip

Street State Zip

Contact Name

Attention

Select a billing service: *

- Standard Billing, Normal Setup
- Standard Billing, Custom Setup
- Consolidated Billing, Normal Setup
- Consolidated Billing, Custom Setup

* These billing services and their costs are outlined in the Tariff.

Service under this Competitive Supplier Billing Agreement is subject to the following:

The Competitive Supplier Service Agreement between the Competitive Supplier and NHEC
Applicable NHEC tariffs on file at the New Hampshire Public Utilities Commission (NHPUC)
Applicable NHPUC regulation
Applicable NHEC procedures and policies
Applicable local, state and federal statutes
Applicable ISO procedures and policies

APPENDIX B

**NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC. (NHEC)
Competitive Supplier Miscellaneous Services Agreement**

Competitive Supplier

Name

Street State Zip

Street State Zip

Contact Name

Attention

Describe the service desired:

Service under this Competitive Supplier Billing Agreement is subject to the following:

- The Competitive Supplier Service Agreement between the Competitive Supplier and NHEC
- Applicable NHEC tariffs on file at the New Hampshire Public Utilities Commission (NHPUC)
- Applicable NHPUC regulation
- Applicable NHEC procedures and policies
- Applicable local, state and federal statutes
- Applicable ISO procedures and policies