

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into as of the _____ day of _____, 200_, by and between GREEN MOUNTAIN POWER CORPORATION, a Vermont corporation with offices at 153 Acorn Lane, Colchester, Vermont, 05446 (“GMP” or the “Company”), and _____, an _____ corporation, having an office for the transaction of business at _____ (“ESP”).

WHEREAS, GMP is an electric utility that provides “Delivery Service” to all customers located within its service area in accordance with the terms and conditions of its Retail Open Access Tariff (“R-OAT”) and related Delivery Service Tariffs as filed with and approved by the Vermont Public Service Board (the “Board” or “PSB”) and as the same may be revised, modified, amended, clarified, supplemented or superseded from time to time; and

WHEREAS, the Company’s Retail Open Access Tariff establishes terms and conditions whereby customers may procure energy and capacity (hereinafter collectively referred to as “Generation Service”) (as used herein the term “Generation Service” shall have the meaning set forth in the R-OAT) from Energy Service Providers (“ESPs”) authorized by the PSB and GMP to participate in the Company’s Retail Open Access Program (the term “Tariff” refers to both the R-OAT and related Delivery Service Tariffs) ; and

WHEREAS, the Tariff establishes that as part of GMP’s Delivery Service, the Company will arrange for or provide the delivery of the energy and capacity made available by an ESP participating the Retail Open Access Program for each of its customers located within the GMP

service area using: (i) regional network transmission service over New England Power Pool (“NEPOOL”) Pool Transmission Facilities (“PTF”), (ii) local network transmission service over the Vermont Electric Power Company’s (“VELCO”) and/or New England Power Company’s (“NEP”) [and/or certain other specified interconnected] transmission facilities, and (iii) local network transmission service over the Company’s transmission facilities; and

WHEREAS, the ESP represents that the PSB has determined that it is authorized to engage in the sale of Generation Service to customers pursuant to the R-OAT; and

WHEREAS, the ESP desires to participate in the GMP Retail Open Access Program.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GMP and ESP agree as follows:

1. Incorporation By Reference.

1.1 The terms and conditions of the following documents are incorporated by reference into this Agreement and are hereby made a part hereof:

- a. The GMP Retail Open Access Tariff (including all attachments);
- b. The GMP Delivery Service Tariff (including all attachments);
- c. The GMP Operational Business Rules and Electronic Data Interchange Standards;
and
- d. The GMP Metering Standard.

1.2 For purposes of this Agreement, the documents listed in section 1.1 shall sometimes collectively be referred to as the "Contract Documents." This Agreement and the Contract Documents together constitute the entire agreement between GMP and ESP with

respect to the ESP's participation in the GMP Retail Open Access Program.

2. Order of Precedence.

2.1 To the extent there is any conflict between the terms and conditions of this Agreement and any of the Contract Documents, the terms and conditions of the GMP Retail Open Access Tariff, as the same may be revised, modified, amended, clarified, supplemented or superseded from time to time, to the extent allowed by law, shall take precedence and govern over this Agreement and any of the other Contract Documents.

3. Term.

3.1 This Agreement shall commence on the date set forth above, and shall remain in effect for an initial term until and including _____, and thereafter, on a year-to-year basis unless terminated by either party on not less than thirty (30) days prior written notice, or unless suspended or terminated sooner as specifically provided for herein and in the Contract Documents, or as a result of any law, order, rule, regulation or determination of a court, regulatory agency or other body of competent jurisdiction permitting or requiring suspension or termination or a material modification of this Agreement or the Contract Documents, unless such material modification is acceptable to the parties.

3.2 Without limiting the generality of the requirements of section 3.1 above, the grounds for such suspension or termination of ESP's participation in the GMP Retail Open Access Program include all grounds as are identified within the Company's Retail Open Access Tariff.

3.3 Upon any suspension or termination of ESP, ESP shall remain responsible for payment or reimbursement of any and all sums owed to the Company under the GMP' Tariff,

this Agreement or any other agreements between the ESP and GMP.

4. Delivery Point.

4.1 ESP will deliver Generation Service for its customers located within the GMP service area to GMP at an agreed upon receipt point or points on either GMP's electric system or: (i) a NEPOOL PTF receipt point; (ii) a VELCO transmission facility receipt point; or (iii) a NEP transmission facility receipt point [and/or certain other specified interconnected facility receipt points].

5. Billing and Metering.

5.1 GMP and the ESP will each render separate bills to customers for the respective services that they provide. GMP will provide the ESP with applicable metered billing determinants and such other information as may be agreed to by the parties as being necessary for the ESP to bill its customers for Generation Service. Such information provided hereunder will be provided in accordance with the procedures set forth in the R-OAT and the GMP Operational Business Rules and Electronic Data Interchange standards, and will be used by the ESP solely for billing purposes. Except as specifically provided for herein and in the Company's Tariff, GMP shall not be obligated to provide any information on any customer to an ESP.

5.2 The Company shall meter each customer's electrical usage in accordance with the requirements of the customer's Delivery Service rate classification as described in the GMP Tariff. Said meter reading shall be provided to ESP in accordance with the terms of the GMP Operational Business Rules and Electronic Data Interchange Standards.

5.3 If ESP requires something other than the routine meter reading described in section 5.2 above, ESP shall install such additional metering equipment in parallel with the

Company's meter on the customer side of the Company's meter. ESP shall install, maintain and read such parallel metering equipment at its own expense. GMP's Metering Standard that describes the metering available from the Company is included in the Company's Tariff, as may be amended or superseded by the Company from time to time.

6. Resolution of Disputes.

6.1 Any dispute between GMP and ESP involving services governed by, the interpretation of, or breach of this Agreement and the Contract Documents may be submitted by the disputing party ("complainant") in writing setting forth the position of the complainant, to a designated representative of the other party ("respondent"). Any complaint shall be presented in writing by the complainant to the Respondent within sixty (60) days after the first occurrence of the circumstance which gave rise to the complaint.

6.2 The complaint shall include a concise statement of the question or dispute, and the relevant facts and data (including any applicable contract or tariff provisions) which support the complaint.

6.3 The respondent must respond to the complaint in writing setting forth respondent's position, no more than ten (10) business days after receipt of the complainant's position.

6.4 Not later than ten (10) business days after the receipt of the response, a designated representative of GMP and a designated representative of ESP shall meet to resolve the dispute on an informal basis as promptly as practicable. Any dispute that cannot be resolved in normal course by the respective representatives of the parties shall be referred to the responsible officers of the parties for resolution. If a resolution is not obtained within forty-five (45) calendar days

after the initial complaint is received or the mutually agreed-upon time frame, either party may file the complaint with the PSB for resolution. Nothing contained herein shall be construed as a limitation on the right of any party to pursue any other remedy it may have at law or in equity.

6.5 The parties agree to be bound by the initial determination of the dispute that may be made by the PSB until, and unless, such initial determination is reversed by the PSB or a court of competent jurisdiction.

7. Information Requests.

7.1 ESP may request, and GMP shall provide to ESP in accordance with the terms and condition of the Contract Documents, customer information pertaining to ESP's customers. ESP shall keep all such customer information confidential, and may not disclose such information to any third parties without the prior written authorization of the customer to which such information applies.

7.2 GMP may request from ESP, and the ESP shall provide to GMP at no charge, data reasonably required by GMP to perform its responsibilities pursuant to the Contract Documents. In the event GMP requests ESP to provide proof of enrollment for any of ESP's customers, ESP will provide the same to GMP not later than five (5) business days after receipt of the request for such proof.

8. Representations and Warranties.

8.1 Each party, for itself, makes the following representations and warranties to the other party:

- a. It is an entity that is duly organized, validly existing and in good standing under the laws of the State of its incorporation, is qualified to do business in every jurisdiction necessary to perform its obligations hereunder and

has the power and authority to carry on its business as now being conducted, to enter into this Agreement and carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and the Contract Documents.

- b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under, any obligation under any agreement by which either party is bound, any of the terms, conditions or provisions of any law, any order of any court or other agency of government, or the articles of incorporation or organization of either party.
 - c. All actions required to be taken by or on the part of either party in connection with the transactions contemplated by this Agreement and necessary to make the same effective have been duly and validly authorized, executed and delivered by each party and constitute its legal, valid and binding obligations, enforceable in accordance with their terms, except as they may be rendered unenforceable by reason of bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity that may limit the availability of equitable remedies and contractual obligations generally (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).
 - d. All governmental approvals, consents and permits that are required for the execution, delivery and performance of this Agreement have been duly obtained or made, are final and are in full force and effect, and are not subject to any appeal or further judicial or administrative proceedings.
 - e. There are no actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body pending or threatened against or affecting either party or any property of either party or brought or asserted by either party in any court or before any arbitrator of any kind or before or by any governmental authority which relate in any manner to this Agreement or any transaction contemplated by this Agreement or could reasonably be expected to have a material adverse effect on either party, either party's ability to perform its obligations under the Agreement or the validity or enforceability of the Agreement.
- 8.2 ESP makes the following representations and warranties to GMP:
- a. ESP is authorized by the PSB to engage in the sale of Generation Service to

customers located within the Company's service area pursuant to the R-OAT.

- b. No material changes in the data contained in the ESP's application and supporting materials as filed with the PSB seeking the issuance of any required Certificate of Public Good or other registration necessary to obtain PSB authority to conduct the business of providing Generation Service to customers located within the Company's service area have occurred or are continuing, except such changes as have been reported to and accepted by the PSB.
- c. Throughout the term of this Agreement, ESP will continually adhere to all consumer protections, disclosure standards, emissions portfolio requirements, renewable resource requirements and other social benefit programs required as a condition of participating in the GMP Retail Open Access Program as provided for in the Contract Documents and as the same may be revised, modified, amended, clarified, supplemented or superseded from time to time.
- d. ESP will not, either directly or indirectly, engage in, participate in or encourage or assist others to engage or participate in the practice of customer switching commonly referred to as "slamming."
- e. ESP has or will have sufficient electric power supply resources available to it to provide its own supply or to provide customers who have chosen ESP as their supplier for Generation Service with the electric power supply required to serve such customers.
- f. ESP has the authority to act as the agent and attorney-in-fact for its customers in connection with enrollment, scheduling, balancing and settlement under the Retail Open Access Program.
- g. ESP is either (i) a member of NEPOOL subject to an Own-Load Calculation or (ii) has an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to include the load to be served by the ESP in such NEPOOL member's Own-Load Calculation. The term "Own-Load Calculation" is defined as the settlement method utilized by NEPOOL for its members, as set forth in the NEPOOL Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission ("FERC").
- h. Throughout the term of this Agreement, ESP will continue to meet the creditworthiness standards required by the PSB for ESPs authorized to participate in the Company's Retail Open Access Program.
- i. ESP shall pay all sums due to the Company pursuant to this Agreement and the Contract Documents including any costs incurred by the Company in connection

with a determination by the PSB and Vermont Department of Public Service (the “Department” or “DPS”) that the ESP has satisfied all requirements necessary to participate in the Company’s Retail Open Access Program. Should any costs be assessed against the Company by any governmental authority of competent jurisdiction in connection with the certification, registration or oversight of ESP’s participation in the Company’s Retail Open Access Program, the Company shall notify the ESP of such assessment and shall bill the ESP for said costs.

- j. ESP shall support and cooperate in good faith with any Energy Efficiency Utility (“EEU”) established by the PSB to enable the EEU to achieve the effective delivery of, and savings from, the system-wide demand side management programs implemented by the EEU, including: providing customer information to the EEU in a reasonable manner and under appropriate provisions to prevent disclosure to unauthorized entities or personnel; customer referrals and contacts to EEU programs; and coordination of customer services.
- k. ESP shall support and cooperate in good faith with the Company to enable the Company to achieve the effective delivery of, and savings from, the distributed utility planning, demand side management and load management programs implemented by the Company, including: providing customer information to the Company in a reasonable manner and under appropriate provisions to prevent disclosure to unauthorized entities or personnel; customer referrals and contacts to Company programs; and coordination of customer services.

9. Billing and Payment.

9.1 GMP shall invoice ESP for services rendered for or on behalf of ESP including, but not limited to, all applicable fees and charges set forth in the Contract Documents.

9.2 Payment of the full amount stated in any invoice from GMP to ESP, without deduction, set-off or counterclaim, shall be made by electronic fund transfers within ten (10) calendar days from the date of such invoice. ESP may object to all or any portion of such invoice, and if such objection proves to be correct, receive a refund of the amount due ESP, provided, however, that ESP may not object to any invoice more than six (6) months after the date on which such invoice is rendered.

9.3 If any amount due GMP is not paid when due, or if any portion is received in

funds which are not immediately available to GMP, then a late payment fee equal to one and one-half percent (1.5%) per month, or portion thereof, of the amount owed to GMP shall be paid from the date such payment is due to the date of payment.

9.4. Upon failure of ESP to make any payment when due under this Agreement or the Contract Documents, GMP may give ESP written notice of such failure. If payment is not made within five (5) calendar days after receipt of such notice, then, subject to the provisions of Section 6 hereof, GMP may terminate this Agreement and its obligations hereunder without limiting any other rights and remedies available to GMP at law or equity.

10. Amendments.

10.1 This Agreement may be modified or amended by GMP, upon not less than twenty (20) calendar days prior written notice to ESP setting forth the amendment or modification, to conform this Agreement to any changes in the Contract Documents. Such amendment or modification shall become effective on the date set forth in GMP's written notice, unless, prior to such date, ESP provides GMP with its written objections to such amendment or modification setting forth the reasons why the amendment or modification does not conform this Agreement to Contract Document changes. Unless ESP objects as provided herein, the amendment or modification shall be effective and binding on ESP and GMP on the date set forth by GMP. If ESP does object, GMP may revise or withdraw such amendment or modification to satisfy such objections, or the parties may settle such dispute in accordance with the provisions of Section 6 of this Agreement.

11. Assignment.

11.1 Assignment of ESP's customers:

- a. ESP may assign its customer contracts to other eligible ESPs, and transfer the rights to serve those customers to such ESPs, provided that the ESP's customer contracts and disclosure statements clearly state that such assignments and transfers may occur, and, provided further, that such assignments and transfers are completed in accordance with any consumer protection standards included within the Contract Documents or other applicable laws, rules, regulations or orders of the PSB or other body of competent jurisdiction.
- b. If ESP assigns or transfers customers or service obligations other than in accordance with the requirements set forth in paragraph (a) of this Section 11.1, GMP shall immediately notify the PSB and DPS of such assignments or transfers and take such action as may be directed by the Board or Department.
- c. If an ESP fails to comply with any applicable assignment and transfer requirement, the ESP may be found by the PSB to be ineligible to provide Generation Service to electricity customers in the State of Vermont and may be subject to proceeding instituted by or on behalf of the Department or PSB.

11.2 Assignment of this Agreement:

- a. ESP may not assign, transfer or otherwise dispose of this Agreement, or any of its rights, duties or obligations hereunder, without the prior written consent of GMP, which consent will not unreasonably be withheld if ESP provides GMP with adequate documentation showing that ESP has notified its customers of such assignment, and each Assignee can demonstrate, to the reasonable satisfaction of GMP, that it is capable of fulfilling the requirements of this Agreement and the Contract Documents.
- b. For the purposes of this Agreement, an assignment, transfer or other disposition shall include, but not be limited to, (i) any restructuring, disaggregation or divestiture of all or substantially all of the assets of ESP, (ii) any acquisition, consolidation, merger or other form of combination of ESP, by or with any person or entity, or (iii) any change in the ownership interest of ESP.
- c. Notwithstanding any other provision of this Agreement to the contrary, GMP shall have the right, without the consent of ESP, to assign or otherwise transfer its rights, duties and obligations under this Agreement to a retail transmission and distribution entity, provided that such entity is and shall be a successor to GMP's rights and obligations arising under this Agreement, and shall be and remain liable for the performance of GMP's obligations hereunder.
- d. Any assignment, transfer or other disposition of this Agreement, or any rights, duties or obligations hereunder, by ESP except as specifically permitted herein,

shall be null and void.

12. Audit.

12.1 GMP or its representatives, at all reasonable times during normal business hours, for the purpose of examination, audit or review, shall be offered access to the records, books, documents, data, information and paper (including those on electronic media) (collectively, the "Records") associated with ESP and its customers' participation in the Company's Retail Open Access Program for the purpose of ensuring compliance with the provisions of this Agreement and the Contract Documents. ESP shall preserve and have the Records subject to examination, audit or review for a period of at least six (6) years.

13. Notices.

13.1 Any notice to be given by either party hereunder shall be deemed given, and any other document to be delivered hereunder shall be deemed delivered, if in writing and (i) delivered by hand, or (ii) deposited for next business day delivery (fee prepaid) with a reputable overnight delivery service such as Federal Express, or (iii) mailed by registered or certified mail (return receipt requested) postage prepaid, addressed to the recipient at the address set forth below for that party (or at such other address as that party may from time to time designate in writing and give to the other party pursuant to this Section 13):

To GMP: Green Mountain Power Corporation
 153 Acorn Lane
 Colchester, Vermont 05446
 Attn: Energy Service Provider Services

FAX: (802) ___ - ____

To ESP:

Attn:

FAX: () _____

13.2 In the alternative, any such notice or other document may be given or delivered by an electronic facsimile (“FAX”) transmission made to the recipient at the FAX number set forth above for that party (or at such other FAX number as that party may from time to time designate by giving notice thereof) and service or delivery of such notice or document shall be complete upon the transmitting party's receipt of a signal from the recipient's FAX equipment indicating that the transmission was received in full.

14. Scheduling, Balancing and Settlement.

14.1 ESP shall be responsible for the scheduling, balancing and settlement of its customers' electric power supply and shall be responsible for the scheduling, balancing and settlement of its own electric power supply, and any NEPOOL or Independent System Operator of the New England bulk power system (“ISO-NE”) charges associated with scheduling, balancing and settlement of said electric power supply.

14.2 The ESP’s hourly loads for each day shall be estimated or telemetered and reported daily by GMP to the ISO-NE for inclusion in the ESP’s Own-Load Calculation. Hourly load estimates for non-telemetered customers will be based upon load profiles developed by the Company for each customer class or customer of the Company. The total hourly loads will be

determined in accordance with the appropriate hourly load for the Company.

14.3 GMP shall normally report the previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the ESP's calculation.

14.4 To refine the estimates of the ESP's loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available to GMP after the monthly meter readings are processed.

14.5 The hourly loads shall be determined consistent with the following steps:

- a. GMP shall identify or develop a load profile for each customer class or each customer for use in each day's daily determination of hourly load.
- b. GMP shall calculate a usage factor for each customer that reflects the customer's relative usage level.
- c. GMP shall develop estimates of hourly load profiles for the previous day for each ESP such that the sum of the ESP's loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into the ESP's loads.
- d. Resistance losses from PTF facilities (as identified in the NEPOOL open access transmission tariff("OATT")), local network facilities (as identified in the VELCO OATT, certain other interconnected transmission facilities as identified in the applicable OATTs and local network facilities as identified in the Company's OATT) and distribution facilities as identified by the Company shall be approximated and added to the ESP's hourly loads. Resistance losses shall be determined from time to time and subject to adjustment as approved by the Board and applied by segment of the system as used by ESPs to serve customer accounts.
- e. The process of ESP load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the ESP for any costs that are associated with such estimating errors.

14.6 The full cost incurred by GMP in the preparation and reporting of hourly load data shall be billed to and paid by ESP.

15. Termination.

15.1 ESP may terminate this Agreement on not less than thirty (30) calendar days prior written notice to GMP, provided, however, that such termination shall not be effective unless and until all of ESP's customers have been properly transferred to other suppliers or the Default Service provider as described in the Contract Documents.

15.2 GMP may terminate this Agreement as specifically set forth in this Agreement or as specifically set forth in its Tariff and the Contract Documents.

16. Prior Agreements Superseded.

16.1 This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, supersedes any and all previous understandings between the parties with respect to the subject matter hereof.

17. Creditworthiness

17.1 ESP's acceptance into and continued participation in the GMP Retail Open Access Program is contingent on ESP's continued compliance with the R-OAT's applicable creditworthiness standards and security requirements, as the same are more fully set forth in the Tariffs and Contract Documents.

18. Waiver and Modification.

18.1 No modification or waiver of all or any part of this Agreement shall be valid unless it is reduced to writing and signed by both parties hereto. Any waiver shall be effective only for the particular event for which it is issued and shall not be deemed a waiver with respect to any subsequent performance, default or matter.

19. Applicable Law and Forum.

19.1 Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the State of Vermont. ESP irrevocably consents that any legal action or proceeding arising under or relating to this Agreement shall be brought in a court of the State of Vermont or a federal court of the United States of America located in the State of Vermont. ESP irrevocably waives any objection that it either may now or in the future have to the State of Vermont as the proper and exclusive forum for any legal action or proceeding arising out of or relating to this Agreement. The parties agree that service of any process, summons, notice or document by U.S. Certified Mail, or by overnight delivery service to the address of the party set forth in Section 13 shall be good, valid and effective service upon such party.

19.2 In the event the address of a party in Section 13 is outside of the State of Vermont, then said party shall designate an agent for service within the State of Vermont upon whom service can be effected. Such designation or substitution thereof shall be done by completing and returning to the other party a Designation of Agent, substantially in the form attached hereto as Exhibit A, and such designation shall be in full force and effect throughout the term of this Agreement, unless such party shall designate a substitute agent within the State of Vermont by execution and delivery of a new Designation of Agent form.

20. Headings.

20.1 Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections and exhibits are, unless the context otherwise requires, references to sections and exhibits of this Agreement.

21. Severability.

21.1 If one or more provisions herein shall be invalid, illegal or unenforceable in any respect it shall be given effect to the extent permitted by applicable law, and such invalidity, illegality or unenforceability shall not affect the validity of the other provisions of this Agreement.

22. Agency.

22.1 This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the parties or to impose any such obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or otherwise bind, the other party.

23. Indemnification.

23.1 ESP, to the fullest extent of the law, shall indemnify, defend, and save harmless GMP from and against any loss, damage, liability, cost, suit, charge, expense (including attorneys' fees), claim, investigation, proceeding, or cause of action, which may at any time be imposed on, incurred by, or asserted against the Company and in any way relates to or is claimed to relate to or arise out of any damage or injury to property (including real property, personal property, and environmental damages), persons (including injuries resulting in death), or any economic losses, by or to third parties (including customers), that are directly or indirectly caused by or arise out of or are in any way connected with ESP's acts or omissions (including the ESP's performance or non-performance of its agreements with customers).

24. Force Majeure.

24.1 Except for the obligation to make payments, neither GMP nor the ESP shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to transmission and distribution equipment, machinery or electric lines or wires, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

25. Taxes.

25.1 Each party shall be responsible only for the payment of sales, use, gross receipts, weatherization or other similar taxes levied upon the revenues derived or services rendered by such party.

26. Limitation on Liability.

26.1 GMP will endeavor at all times to provide regular and uninterrupted Delivery Service to ESP's customers, but in case the service shall be interrupted or irregular or defective or shall fail, from causes beyond the control of GMP (including, without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards, or bodies having jurisdiction) or because of the ordinary

negligence of GMP or its employees, servants or agents, GMP shall not be liable to ESP or its customers therefore.

26.2 GMP shall not be liable to ESP or its customers for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused by, arising out of, or resulting from the Company' s acts or omissions under this Agreement or the Contract Document, or from its supply of data and information, or under any legal or regulatory requirements related to the Retail Access Open Program, except for any damages or losses caused by the gross negligence or intentional misconduct of the Company.

26.3 GMP shall not be liable to ESP for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees) , or for any judgments or claims, directly or indirectly caused to the ESP by any act or omission of a customer.

26.4 Compliance with directives of the FERC, PSB, DPS, NEPOOL, Northeast Reliability Council (“NERC”) or ISO-NE shall, without limitation by reason of specification, constitute a circumstance beyond the control of GMP for which GMP shall not be liable.

26.5 Without limiting the generality of the foregoing, GMP may, without liability therefor, interrupt, reduce or impair service to ESP or any of its customers in the event of an emergency threatening the integrity of GMP’s system, or any other systems with which it is directly or indirectly interconnected, if in GMP’s sole judgment or that of the FERC, PSB, DPS, NEPOOL, NERC or ISO-NE, such action will prevent, alleviate or reduce the emergency condition, for such period of time as GMP or the FERC, PSB, DPS, NEPOOL, NERC or ISO-NE deems necessary.

26.6 GMP shall not be liable for any special, incidental, indirect, exemplary, punitive or consequential damages, including, but not limited to, lost profits, purchased power costs or amounts owed by an ESP or its customers, suffered by an ESP, its customers, or to any other persons or entities caused by, arising from or related to the performance of or failure to perform any of the services or obligations of GMP under the Company's Retail Open Access Program as set forth in this Agreement and Contract Documents, even if GMP has been advised of the possibility of such damages.

26.7 GMP's total cumulative liability to an ESP whether arising out of this Agreement, the Contract Documents, tort (including negligence and strict liability) or otherwise, shall be limited to direct damages. In no event shall the Company be liable to ESP for any special, indirect, penal, punitive, or consequential damage of any kind, including, but not limited to, loss of use of equipment or facilities, lost profits or revenues, expenses involving cost of capital, attorney's fees, cost of repair or cleanup, additional costs involved in construction or operation of facilities, or claims of customers.

26.8 The provisions of this Section 26 shall survive ESP's participation in the Retail Open Access Program.

27. Bilateral Agreements.

[Insert and bilateral agreements between GMP and ESP here]

IN WITNESS WHEREOF, GMP and ESP have executed this Agreement as of the

_____ day of _____, 200_.

GREEN MOUNTAIN POWER CORPORATION

Witness:

By: _____

Name:

Title:

[ESP]

Witness:

By: _____

Name:

Title:

EXHIBIT A
DESIGNATION OF AGENT

_____ (“ESP”) hereby designates
_____ (“Agent”) as its agent for service of
process and Agent hereby consents to act as agent for ESP until a successor agent is designated
by ESP. Both parties irrevocably consent that any action or proceeding relating to this
instrument or the powers conferred pursuant to this instrument, or actions taken by any third
party in reliance on instructions from the parties hereto or the provisions of this instrument, shall
be brought in a court in the State of Vermont or a federal court of the United States of America
located in the State of Vermont. The parties hereto irrevocably waive any objection they may
have now or in the future to the State of Vermont as the proper and exclusive forum for any
action or proceeding arising out of or relating to this instrument.

For purposes of service of process, Agent represents that he resides at _____
_____, City of _____,
County of _____, State of Vermont, and that service may be made upon
Agent at such address.

Interpretation and performance of this instrument shall be construed in accordance with,
and shall be controlled by, the laws of the State of Vermont.

Dated: _____, 200_. [ESP]

Secretary

By: _____

Witness:

Agent for Service of Process

By: _____